AGREEMENT BETWEEN THE COUNTY OF SAN MATEO

AND DISCOVERY PRACTICE MANAGEMENT, INC. dba CENTER FOR DISCOVERY/DISCOVERY MOOD & ANXIETY PROGRAM

This Agreement is entered into this _____ day of _____ , 2022, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Discovery Practice Management, Inc. dba Center for Discovery/Discovery Mood & Anxiety Program, hereinafter called "Contractor."

* * *

Whereas, pursuant to Section 31000 of the California Government Code, County may contract with independent contractors for the furnishing of such services to or for County or any Department thereof; and

Whereas, it is necessary and desirable that Contractor be retained for the purpose of eating disorder treatment services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates
Attachment A — Admission Criteria
Attachment E — Fingerprinting Certification
Attachment I—§ 504 Compliance
Attachment K — Center for Discovery Facility List

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed FIVE HUNDED THOUSAND DOLLARS

($500,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2022 through June 30, 2024.

5. Termination

This Agreement may be terminated by Contractor or by the Chief of San Mateo County Health or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability…	$1,000,000
(b) Motor Vehicle Liability Insurance…	$1,000,000 (if applicable)
(c) Professional Liability…….	$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60–741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

i. termination of this Agreement;
ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
iii. liquidated damages of $2,500 per violation; and/or
iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against

amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars ($100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight

delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Scott Gruendl
Address: 20000 Alameda De Las Pulgas, San Mateo, CA 94403
Telephone: 650-573-2491
Facsimile: 650-573-2841
Email: SGruendl@smcgov.org

In the case of Contractor, to:

Name/Title: Magdalen Gustilo
Center for Discovery
Address: 4281 Katella Ave. Suite 111
Los Alamitos, CA 90720
Telephone: 714-828-1800
Facsimile: 714-882-1186
Email: mgustilo@discoverybh.com

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

_____
Contractor's Signature



Date: 6/10/2022

EXHIBIT A
DISCOVERY PRACTICE MANAGEMENT, INC. dba
CENTER FOR DISCOVERY
FY 2022 - 2024

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Eating disorders are a complicated and complex illness that requires a continuity of care and the ability to adapt to the changing needs of the clients who are afflicted. Through this agreement, the Contractor will provide residential treatment services to comprehensively treat eating disorders and support our clients towards recovery.

A. Services

Contractor shall provide to San Mateo County clients the following:

1. Assessment

2. Comprehensive treatment plan designed for each individual

3. Specialized meal plan for all meals monitored by dietician and/or dietician technician

4. Psychological Treatment, provided by licensed clinical staff which include the following:

    a. Individual therapy
    b. Conjoint family therapy
    c. Psychotherapeutic groups
    d. Educational workshops
    e. Support groups
    f. Leisure/recreation activities
    g. Educational workshops
    h. Task oriented life skill groups

5. Treatment environment management, provided by paraprofessional staff

6. Twenty-four hours - seven days a week staff availability

7. Physician services: face-to-face meeting with primary care doctor and psychiatrist at least once a week

8. Medication support services when prescribed by a physician

9. Discharge planning

Excluded from this agreement are the costs for medication, labs, and emergency room visits.

B. Population Served

San Mateo County youth, adolescents, and adults that are referred to the Contractor for service and meet admission criteria. Admission criteria is included as Attachment A and is incorporated into this Agreement by reference herein.

C. Locations

Service location are listed in Attachment K – Center for Discovery Facility List and incorporated into this Agreement by reference herein.

D. Health Order Compliance

1. Health Order Compliance Requirements

Contractor shall comply with all current health orders issued by the State Department of Health and the County Health Officer until such orders are lifted or deemed no longer necessary for health reasons by the State Department of Health and/or the San Mateo County Health Officer. Current health orders can be found at: https://covid19.ca.gov/ and at https://covid19.ca.gov/safer-economy/ for statewide information and at: https://www.smchealth.org/health-officer-updates/orders-health-officer-quarantine-isolation for County information.

At a minimum, Contractor will ensure the following:

a. All clients, staff and volunteers are required to wear face coverings, exceptions can be made for the children served as allowed under state and County health guidelines.

b. Contractor will create and implement protocols for personal protective equipment (PPE) use, handwashing, isolation for clients who test positive for COVID-19, and visitor protocols (if allowed under the current health order and in compliance with health order requirements (mass testing, which can be met by participating in the BHRS Surveillance Program)).

c. The requirements and protocols mentioned in items a and b above, as well as all the identified strategies related to the pandemic, should be organized into a basic COVID-19 Plan. The plan should identify what impacts and hazards the pandemic poses for your organization, your response to mitigate these impacts and hazards, thresholds that balance workforce location between telework to in office to face to face services for clients, for example. This simple, living document, should reflect what is important to your organization and how you will manage during the pandemic,

2. Service Delivery During Health Order Restrictions

Contractor will create and implement alternate options for service delivery; such as using the telephone and/or online sessions via a virtual platform (such as Zoom, Teams, etc.), in the event that services cannot be performed face-to-face. The virtual platform selected by the Contractor must have security protocols that ensure health information and the identity of clients is protected.

In the event that the Contractor cannot transition from face-to-face services to a virtual format, or other contracted work cannot be performed, Contractor will notify the BHRS Program Manager to develop alternatives to providing deliverables and/or cancelation of services if a solution cannot be reached. In the event that services are canceled or cannot be performed, funding shall be reduced commiserate with the reduction of services.

II. ADMINISTRATIVE REQUIREMENTS

A. Disaster and Emergency Response Plans

CONTRACTOR will develop and maintain a Disaster and Emergency Response Plan (“Emergency Plan”) that includes all of the elements set forth in this Section, as well as any additional elements reasonably requested by the County. The Emergency Plan will also include site-Specific emergency response plan(s) for each of the sites at which CONTRACTOR provides services pursuant to this Agreement (“Site Plans”). The Emergency Plan and associated Site Plans will address CONTRACTOR preparations to effectively respond in the immediate aftermath of a national, state or local disaster or emergency (“Emergency Response”) and plans for the ongoing continuation of Services under the Agreement during and after a disaster or emergency (“Continuity of Operations”).

CONTRACTOR shall submit the Emergency Plan to the County within ninety (90) days after the beginning of the Term of the Agreement and no later than September 30th. The Emergency Plan will follow the template provided in

Attachment T: Sample Template for Disaster and Emergency Response Plan as a guide when developing the plan, adding any categories or items as needed for the Contractor's unique situation. The submitted Emergency Plan will be subject to the reasonable approval of the County. CONTRACTOR shall respond reasonably promptly to any comments or requests for revisions that the County provides to CONTRACTOR regarding the Emergency Plan. CONTRACTOR will update the Emergency Plan and associated Site Plans as circumstances warrant and shall provide County with copies of such updated plans. CONTRACTOR shall train employees on the Emergency Plan and the Emergency Plan will include a description of how employees will be trained.

The Emergency Plan will indicate, in as much detail as reasonably possible, the categories of additional staff, supplies, and services that CONTRACTOR projects would be necessary for effective Emergency Response and Continuity of Operations and the costs that the CONTRACTOR projects it would incur for such additional staff, supplies and services. CONTRACTOR shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with, and following direction provided by, the County's Medical Health Operational Area Coordinator (MHOAC). In the event that the CONTRACTOR is required to implement the Emergency Plan during the term of the Agreement, the parties will confer in good faith regarding the additional staff, supplies and services needed to ensure Emergency Response and/or Continuity of Operations owing to the particular nature of the emergency, as well as whether the circumstances warrant additional compensation by the County for additional staff, supplies and services needed for such Emergency Response and/or Continuity of Operations.

CONTRACTOR shall reasonably cooperate with the County in complying with processes and requirements that may be imposed by State and Federal agencies (including, but not limited to the California Governor's Office of Emergency Services and the Federal Emergency Management Agency) in connection with reimbursement for emergency/disaster related expenditures.

In a declared national, state or local disaster or emergency, CONTRACTOR and its employees will be expected to perform services as set forth in the Agreement, including in the area of Emergency Response and Continuity of Operations, as set forth in the Emergency Plan and each Site Plan. CONTRACTOR shall ensure that all of its employees are notified, in writing, that they will be expected to perform services consistent with the Emergency Plan and each Site Plan.

B. Quality Management and Compliance

1. Quality Management Program and Quality Improvement Plan

Contractor must have a Quality Management Program and submit a Quality Improvement Plan to Behavioral Health and Recovery

Services (BHRS) Quality Management (QM) annually by June 30. The Quality Improvement Plan should address how the Contractor will comply with all elements of this Agreement. BHRS QM will provide feedback if the submitted plan is missing critical components related to San Mateo County requirements. Additional feedback may be available if requested prior to the submission date.

2. Medication Support Services

For Contractors that provide or store medications: Contractor will store and dispense medications in compliance with all pertinent state and federal standards. Policies and procedures must be in place for dispensing, administering and storing medications consistent with BHRS Policy 99-03, Medication Room Management and BHRS Policy 04-08 Medication Monitoring located at www.smchealth.org/bhrs-documents. In particular:

a. Medications are logged in, verified, counted and added to inventory sheets.

b. All medications obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.

c. Medications intended for external use only are stored separately from medications intended for internal use; food and blood samples are stored in separate refrigerators.

d. All medications are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.

e. Medications are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.

f. Medications are disposed of after the expiration date and recorded.

g. Injectable multi-dose vials are dated and initialed when opened.

h. A medications log is maintained to ensure that expired, contaminated, deteriorated and abandoned medications are disposed in a manner consistent with state and federal laws.

i. “Stock” medications that are not prescribed by the client’s physician may not be used (for example, Tylenol).

3. Timely Access to Services

The Contractor shall ensure compliance with the timely access requirements as referenced in 42 C.F.R. § 438.206(c)(1)(iv).

a. Contractor shall return phone calls to an authorized client within one (1) business day. Contractor shall offer an available initial visit with an authorized client within five (5) business days of the client's request for an appointment. The client must be seen within ten (10) business days of the request for an appointment.

b. The County shall monitor Contractor regularly to determine compliance with timely access requirements. (42 C.F.R. § 438.206(c)(1)(v).

c. The County shall work with the Contractor to improve timely access and/or take corrective action if there is a failure to comply with timely access requirements. (42 C.F.R. § 438.206(c)(1)(vi).

4. Record Retention

Paragraph 14 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of ten (10) years, except the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until ten (10) years beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards. Contractor may maintain records for a longer period of time if required by other regulations or licenses.

5. Documentation of Services

Contractor agencies must submit, via fax to Quality Management at 650-525-1762, their version of Consent Forms, assessments, treatment plans, and progress notes for approval before the forms are to be used. Special attention must be paid to documentation requirements for residential treatment facilities. Contractor agencies are required to provide and maintain record of regular documentation training to staff providing direct services. Proof of trainings including attendance by staff may be requested at any time during the term of this Agreement.

6. Audits

Contractor is required to provide either the original or copies of charts, including all documentation upon request. The Department of Health Care Services and other regulatory agencies conduct regular audits of the clinical services provided by BHRS and Contractors requiring submission of charts as requested. Contractor is required to provide all necessary documentation for external audits and reviews within the stated timeline.

7. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

Contractor agrees to administer/utilize any and all survey instruments as directed by BHRS, including outcomes and satisfaction measurement instruments.

b. Beneficiary/Patient's Rights

Contractor will comply with County policies and procedures relating to beneficiary/patient's rights and responsibilities as referenced in the Agreement.

c. Advance Directives

Contractor will comply with County policies and procedures relating to advance directives.

8. Licensing Reports

Contractor shall follow the licensing regulations set by Center for Medicare and Medicaid Services, California Department of Health Care Services, and the Community Care Licensing Division of California Department of Social Services. Contractor shall submit a copy of any licensing complaint or corrective report issued by a licensing agency to BHRS Quality Management and the BHRS Deputy Director of Youth Services, or designee, within ten (10) business days of Contractor's receipt of any such licensing report.

9. Compliance with HIPAA, Confidentiality Laws, and PHI Security

a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in

compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty–four (24) hours.

b. Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.

c. Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:

1) Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;

2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and

3) Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

d. Confidentiality Training

Contractor is required to conduct, complete and maintain record of annual confidentiality training by all staff serving or accessing PHI of BHRS clients. Contractor may utilize BHRS Confidentiality trainings located at http://smchealth.org/bhrs/providers/ontrain.

10. Other Required Training

Contractor will complete and maintain a record of annual required trainings. The following trainings must be completed on an initial and then annual basis:

a. HIPAA
b. Compliance
c. Fraud, Waste, and Abuse
d. Critical Incident Management
e. Cultural Humility
f. Interpreter training (if using interpreter services)

Trainings may be offered through the County's Learning Management System (LMS) located at: https://sanmateocounty.csod.com/selfreg/register.aspx?c=bhrsp01. Contractor must register on the LMS site to access the training modules. Proof of training, such as certificate of completion, may be requested at any time during the term of this Agreement.

11. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management (via fax # 650-525-1762) when there are unusual events, accidents, errors, violence or significant injuries requiring medical treatment for clients, staff or members of the community. (Policy #93-11 and 45 C.F.R. § 164, subpart C, in compliance with 45 C.F.R. § 164.316.)

The incident reports are confidential however discussion may occur with the Contractor regarding future prevention efforts to reduce the likelihood of recurrence. Contractor is required to participate in all activities related to the resolution of critical incidents.

12. Ineligible Employees

Behavioral Health and Recovery Services (BHRS) requires that contractors comply with Federal requirements as outlined in 42 CFR (438.608) Managed Care Regulations. Contractors must identify the eligibility of employees, interns, or volunteers prior to hiring and on a monthly basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting Form, Policy#93-11located at https://www.smchealth.org/sites/main/files/file-attachments/93-11_attach_a_critical_incident_form_12-8-16.pdf and emailing the form to HS_BHRS_QM@smcgov.org) should a current employee, intern, or volunteer be identified as ineligible. BHRS Quality Management must be notified within twenty-four (24) hours of any

violations. Contractor must notify BHRS Quality Management if an employee's license is not current or is not in good standing and must submit a plan to correct to address the matter.

13. Compliance Plan and Code of Conduct

Contractor will annually read and be knowledgeable of the compliance principles contained in the BHRS Compliance Plan and Code of Conduct located at http://smchealth.org/bhrs-documents. In addition, Contractor will assure that Contractor's workforce is aware of compliance mandates and informed of the existence and use of the BHRS Compliance Improvement Hotline (650) 573-2695.

Contractor is required to conduct, complete and maintain record of annual compliance training by all staff serving or accessing PHI of BHRS clients. Contractor may utilize BHRS Confidentiality trainings located at http://smchealth.org/bhrs/providers/ontrain.

14. Fingerprint Compliance

Contractor certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom the Contractor's employees, trainees and/or its subcontractors, assignees, or volunteers have contact. Contractor shall have a screening process in place to ensure that employees who have positive fingerprints shall:

1. Adhere to CCR Title 9 Section 13060 (Code of Conduct) when providing services to individuals with whom they have contact as a part of their employment with the contractor; OR
2. Obtain a waiver from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as a part of their employment with the contractor.

15. Minimum Staffing Requirements

Contractor shall have on file job descriptions (including minimum qualifications for employment and duties performed) for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this Agreement. Contractor agrees to submit any material changes in such duties or minimum qualifications to County prior to implementing such changes or employing persons who do not meet the minimum qualifications currently on file. Contractor service

personnel shall be direct employees, contractors, volunteers, or training status persons.

B. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Office of Diversity & Equity (ODE) at 650- 573-2714 or ode@smcgov.org.

Out of county contractors must attest to compliance with all the pertinent cultural competence requirements in their host County contract. Out of county contractors shall submit the Office of Diversity & Equity (ode@smcgov.org) by March 31st, documentation of their compliance.

Technical Assistance -- Contractors who are not able to comply with the cultural competence requirements will be asked to meet with the Program Manager and ODE (ode@smcgov.org) to plan for appropriate technical assistance.

III. GOALS AND OBJECTIVES

Contractor shall ensure that the following outcome objective is pursued throughout the term of this Agreement:

Goal: Clients successfully completing the program will be discharged to a lower form of care.

Objectives: Seventy-five percent (75%) of the clients who complete the program will be discharged to a lower form of care.

*** END OF EXHIBIT A ***

EXHIBIT B
DISCOVERY PRACTICE MANAGEMENT, INC. dba
CENTER FOR DISCOVERY
FY 2020 - 2022

In full consideration of the services provided by Contractor under this Agreement and subject to the provisions of Paragraph 3 of this Agreement, County shall pay Contractor in the manner described below:

I. PAYMENTS

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount County shall be obligated to pay for all services rendered under this contract shall not exceed FIVE HUNDRED THOUSAND DOLLARS ($500,000) for the two fiscal years 2022-2024. The maximum amount for each fiscal year is as follows:

FY 2022-2023	$250,000
FY 2023-2024	$250,000
Total	$500,000

B. Rates and Method of Payment

1. Residential Treatment Daily Rate

a. From July 1, 2022 through June 30, 2024, the rate is $1,590 per day.

Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.

C. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.

D. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.

E. In the event this Agreement is terminated prior to June 30, 2024, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of San Mateo County Health or designee.

F. Monthly Invoice and Payment

1. Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize direct and indirect services (if applicable) for which claim is made.

   a. Direct Services/Claims

      Completed Service Reporting Forms or an electronic services file will accompany the invoice and provide back-up detail for the invoiced services. The Service Reporting Forms will be provided by County, or be in a County approved format, and will be completed by Contractor according to the instructions accompanying the Service Reporting Forms. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary. The electronic services file shall be in the County approved Avatar record format.

   b. Indirect Services/Claims

      Indirect services (services that are not claimable on the Service Reporting Form or electronically) shall be claimed on the invoice and shall be billed according to the guidelines specified in the contract.

2. Payment by County to Contractor shall be monthly. Claims that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims that are received 180 days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Claims may be sent to:

   County of San Mateo
   Behavioral Health and Recovery Services
   Attn: Contract Unit
   2000 Alameda de las Pulgas, Suite 280, San Mateo, CA 94403

G. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.

H. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.

I. Contractor shall provide all pertinent documentation required for any federal and state regulation applicable to reimbursement including assessment and service plans, and progress notes. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of San Mateo County BHRS.

J. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

K. Beneficiary Billing

Contractor shall not submit a claim to, demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract except to collect other health insurance coverage, share of cost and co-payments. The Contractor shall not hold beneficiaries liable for debts in the event that the County becomes insolvent, for costs of covered services for which the State does not pay the County, for costs of covered services for which the State or the County does not pay the Contractor, for costs of covered services provided under this or other contracts, referral or other arrangement rather than from the County, or for payment of subsequent screening and treatment needed to diagnose the

specific condition of or stabilize a beneficiary with an emergency psychiatric condition.

L. Claims Certification and Program Integrity

Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

The claim must include the following language and signature line at the bottom of the form(s) and/or cover letter used to report the claim.

> "Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.
>
> Executed at _____ California, on _____20___
>
> Signed _____ Title _____
>
> Agency _____ "

*** END OF EXHIBIT B ***

ATTACHMENT A

Center for Discovery Admission Criteria

I. Youth Criteria

The Center for Discovery Eating Disorders Program treats those adolescents who suffer from eating disorders and psychiatric issues such as mood, anxiety, affective disorders. We understand there are few single factors that stand alone in determining a recommendation for residential treatment; our clinical team making the decision to recommend residential treatment at Discovery is encouraged to look at the whole clinical picture. Below is The Center for Discovery Guidelines for making admission decisions.

Center for Discovery does not accept emergency admissions.

1. **The prospective resident may have the following:**

   A. Actual or potential danger to self
      - Recent suicide attempt
      - Recent suicide gesture, plan, or threat
      - History of suicidal gesture
      - Family history of suicide (even if the suicidal ideation is passive or vague)

   B. Actual or potential danger to others or property
      - Dangerous, assaultive, or uncontrolled behavior
      - Actual destructive act
      - Thoughts or plans of harming others
      - Fear of losing control of destructive impulses

2. **The prospective resident's symptoms are so severe as to cause impairment in social or vocational functioning to such a degree that treatment-in-residence is indicated by two or more of the following:**
   - Acute anxiety
   - Acute depression
   - Phobic symptoms
   - Regression
   - Obsessive-compulsive symptomology
   - Psychomotor slowing or retardation
   - Psychomotor agitation
   - Hyperactivity
   - Sleep disturbance
   - Excessive guilt or depressive ruminations
   - Unable to mobilize self to function
   - Dissociative state
   - Remains in bed most of the day
   - Low energy
   - Anhedonia
   - Inability to function at school (excessive absences, tardies, and/or poor performance)
   - Inability to cope with family, relationships, friends, (life)

- Poor Hygiene
- Demonstrates significantly impaired reality testing

3. **Additional factors, which may influence the clinical team's decision to admit the prospective resident, are:**
   - Meets standard DSM diagnostic criteria for eating disorders
   - Failure of prior treatments (esp. outpatient therapy, partial hospitalization, or intensive outpatient) which may present as intensification of symptoms or lack of expected therapeutic response to medication therapy.

Complicating Criteria

The Center for Discovery recognizes that some presenting symptoms or diagnosis may complicate successful treatment while not necessarily representing compromising factors. When such criteria exist, thoughtful consideration is given to severity, intensity, and circumstances relative to the prospective resident's disorder, that the best clinical decision can be made. Such criteria are:

- Severe asthma
- Epilepsy
- HIV/AIDS
- Allergies
- Diabetes
- Chronic eating disorders
- Pregnancy
- Physical limitations
- Schizophrenia

Exclusionary Criteria

Discovery recognizes that in some cases admission is not in the prospective resident's or the program's best interest. Criteria for such cases may be:

- Active intent to harm others requiring 1:1 precaution
- Active suicidal intent requiring 1:1 precaution
- Sexual addiction requiring 1:1 precaution
- Blindness
- Deafness
- Developmentally disabled
- Severe medical neglect
- Severe deficits in self-help skills

II. Adult Criteria

The Center for Discovery Eating Disorders Program treats those adults who suffer from eating disorders and psychiatric issues such as mood, anxiety, affective disorders. We understand there are few single factors that stand alone in determining a recommendation for residential treatment; our clinical team making the decision to recommend residential treatment at Discovery is encouraged to look at the whole clinical picture. Below is The Center for Discovery Guidelines for making admission decisions.

1. **The prospective resident may have the following:**

A. Actual or potential danger to self
- Recent suicide attempt
- Recent suicide gesture, plan, or threat
- History of suicidal gesture
- Family history of suicide (even if the suicidal ideation is passive or vague)

B. Actual or potential danger to others or property
- Dangerous, assaultive, or uncontrolled behavior
- Actual destructive act
- Thoughts or plans of harming others
- Fear of losing control of destructive impulses

2. **The prospective resident's symptoms are so severe as to cause impairment in social or vocational functioning to such a degree that treatment-in-residence is indicated by two or more of the following:**
- Acute anxiety
- Acute depression
- Phobic symptoms
- Regression
- Obsessive-compulsive symptomology
- Psychomotor slowing or retardation
- Psychomotor agitation
- Hyperactivity
- Sleep disturbance
- Excessive guilt or depressive ruminations
- Unable to mobilize self to function
- Dissociative state
- Remains in bed most of the day
- Low energy
- Anhedonia
- Inability to cope with family, relationships, friends, (life)
- Poor Hygiene
- Demonstrates significantly impaired reality testing

3. **Additional factors, which may influence the clinical team's decision to admit the prospective resident, are:**
    - Meets standard DSM diagnostic criteria for eating disorders
    - Failure of prior treatments (esp. outpatient therapy, partial hospitalization, or intensive outpatient) which may present as intensification of symptoms or lack of expected therapeutic response to medication therapy.

Complicating Criteria

The Center for Discovery recognizes that some presenting symptoms or diagnosis may complicate successful treatment while not necessarily representing compromising factors. When such criteria exist, thoughtful consideration is given to severity, intensity, and circumstances relative to the prospective resident's disorder, that the best clinical decision can be made. Such criteria are:

- Severe asthma
- Epilepsy
- HIV/AIDS
- Allergies
- Diabetes
- Chronic eating disorders
- Pregnancy
- Physical limitations
- Schizophrenia

Exclusionary Criteria

The Center for Discovery recognizes that in some cases admission is not in the prospective resident's or the program's best interest. Criteria for such cases may be:

- Active intent to harm others requiring 1:1 precaution
- Active suicidal intent requiring 1:1 precaution
- Sexual addiction requiring 1:1 precaution
- Blindness
- Deafness
- Developmentally disabled
- Severe medical neglect
- Severe deficits in self-help skills

ATTACHMENT E

FINGERPRINTING CERTIFICATION

Contractor hereby certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom the Contractor's employees, trainees and/or its subcontractors, assignees, or volunteers have contact. Additionally, Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement and who has/will have supervisory or disciplinary power over a child (Penal Code Section 11105.3) (the "Applicant") shall be fingerprinted in order to determine whether each such Applicant has a criminal history which would compromise the safety of children with whom each such Applicant has/will have contact.

Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement will be fingerprinted and: (check a or b)

____ a. do NOT exercise supervisory or disciplinary power over children (Penal 11105.3).

___ b. do exercise supervisory or disciplinary power over children (Penal 11105.3).

_____
Name of Contractor

_____
Signature of Authorized Official

_____
Name (please print)

_____
Title (please print)

_____
Date

Revised 10/5/2017 S.Reed

ATTACHMENT I

Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a, b, or c)

☐ a. Has no employees

☐ b. Employs fewer than 15 persons

c. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:	
Name of Contractor(s):	
Street Address or P.O. Box:	
City, State, Zip Code:	

I certify that the above information is complete and correct to the best of my knowledge

Signature:	
Title of Authorized Official:	
Date:	

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

ATTACHMENT J

SAN MATEO COUNTY BEHAVIORAL HEALTH & RECOVERY SERVICES

CONTRACTOR ATTESTATION

This attestation must be signed by an individual with authority to sign on behalf of the organization they represent to attest to the accuracy and completeness of the information provided. This attestation is due at initiation and annually by June 30th.

If your agency is not in full compliance with the items below, a written explanation and plan of correction must be attached and returned with this attestation.

Please initial the areas your agency is in compliance with:

1. JP Initials: Contractor implemented and distributed the BHRS Compliance Plan and Standards of Conduct located at https://www.smchealth.org/bhrs-compliance-program (or one consistent with BHRS Compliance Program), to all employees working with BHRS San Mateo clients at initiation of contracting and annually thereafter. There is documented evidence that employees received these documents at hire and yearly.
2. JP Initials: All employees completed the BHRS Compliance Online Training and BHRS Fraud Waste and Abuse (FWA) training modules located at http://www.smchealth.org/bhrs/providers/ontrain within one week of hire/contract and annually thereafter. The contractor has retained copies of the certificate of completion as proof of training compliance.
3. JP Initials: The contractor has reviewed and complies with the Consumer Problem Resolution Process Policy 19-01 policy and procedures.
4. JP Initials: Prior to hiring an employee the contractor will ensure that the individual being considered for employment have been screened: 1. For clinical and medical staff-credentials are verified: a. National Provider Identifiers are verified at https://npiregistry.cms.hhs.gov/ b. Licenses are verified at www.breeze.ca.gov 2. For all staff - an exclusion review is conducted: a. Office of Inspector General (OIG) and the Medi-Cal Suspended and Ineligible list are checked in the exclusion review at: http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp b. MD/NP/Psychologist/MFT/LCSW/LPPC: checked for Medicare exclusions at: https://med.noridianmedicare.com/web/jeb/enrollment/opt-out/opt-out-listing. No person is hired that is an excluded person or not in good standing with any professional board. (Compliance Policy for Funded Services Provided by Contracted Organizational Providers Policy 04-01).
5. JP Initials: All of the above exclusion databases will be checked monthly including the Office of Inspector General (OIG), Medi-Cal Suspended and Ineligible Lists and the Medicare Exclusion list. • The contractor will notify the BHRS Quality Management of any excluded or debarred staff. Immediate action will be taken by the contractor to

terminate the excluded or debarred staff or to remove the individual from providing services and claiming Federal and State funds.

6. JP Initials: Contractor verifies the licenses and/or registration of all clinical staff before hire and during employment to ensure that clinical staff are in good standing at https://www.breeze.ca.gov. The contractor will notify BHRS Quality Management immediately of any violations and will not allow any staff to practice outside of their scope.
7. JP Initials: Contractor is in compliance with HIPAA, Confidentiality Laws and PHI security and has a written Privacy and Security policy.
8. JP Initials: Contractor meets the requirement for annual privacy/confidentiality training with in-house or by utilizing the BHRS training module. Records are maintained for all staff.
9. JP Initials: Contractor ensures that all employees comply with BHRS Policy 93-11, Critical Incident Reporting and that reports are delivered to BHRS QM according to the policy.
10. JP Initials: Contractor has a Quality Management Plan to ensure that standards specified in this attestation and their contract are met and submitted BHRS QM annually by June 30.
11. JP Initials: If the contractor stores or dispenses medications, will store and dispense medications in compliance with all applicable State and Federal standards. Written policies and procedures are in place for dispensing, administering, and storing consistent with BHRS Policy 99-03, Policy 04- 08.
12. JP Initials: The Contractor meets all site Certification Requirements if providing Medi-Cal Reimbursable Services and notifies BHRS Quality Management of any changes as stated in BHRS policy 98-12 Agency Provider Certification - Medi-Cal.

List areas your agency is not in compliance with. Please attach a plan or correction for each of those areas: _____

I hereby certify under penalty of perjury under the laws of the State of California that, to the best of my knowledge, information and/or belief, Discovery Practice Management, is currently in compliance with this specific list of requirements and that supporting documents and records are available and accessible to BHRS upon request. I am aware that the documents and records may be requested at any time, including during an onsite review.

CEO Signature: _____ Date: 6/10/2022

Print Name: John Peloquin

Print Title: CEO

Center For Discovery and Discovery Mood Anxiety Program - CA Facility List

Tax ID for ALL Facilities is 95-4628972

Corporate, Correspondence, & Billing Address

Facility	Address	County	Phone	Fax	Current Service(s)	Size	NPI	License	JCAHO	ADA	Trans
Center For Discovery, **Los Alamitos**	4281 Katella Ave., Ste 111 Los Alamitos, CA 90720-3588	Orange	**Admissions: 714-710-1961** Office: 714-828-1800	Admissions: 714-388-3894 Office: 714-882-1186	ALL Correspondence & Billing Address	N/A	1912075698	Business License Lic. # 01605413	150964	Yes	Yes

ED & ED/MH RTC Facilities

Facility	Address	County	Phone	Fax	Current Service(s)	Size	NPI	License	JCAHO	ADA	Trans
Center For Discovery, **Danville**	212 La Questa Dr. Danville, CA 94526-3511	Contra Costa	**Admissions:714-710-1961** House: 925-308-4149	Admissions: 714-388-3894 House: 925-718-8196	ED/MH: RTC, PHP Adol & Adult, Ages 10-18	6	1902287378	Congregate Living Lic. # 550002919	150964	No	Yes
Center For Discovery, **Del Mar**	4421 Carmel Valley Rd. San Diego, CA 92130-2409	San Diego	**Admissions: 714-710-1961** House: 858-509-4802	Admissions: 714-388-3894 House: 858-509-4782	ED/MH: RTC, PHP Adult Women, Ages 16+	6	1346621711	Congregate Living Lic. # 550002860	150964	Yes	Yes
Center For Discovery, **Fremont**	46890 Rancho Higuera Rd. Fremont, CA 94539-7308	Alameda	**Admissions: 714-710-1961** House: 510-573-3828	Admissions: 714-388-3894 House: 510-573-1836	ED/MH: RTC, PHP Adol & Adult, Ages 16+	6	1750762118	Congregate Living Lic. # 550001930	150964	No	Yes
Center For Discovery, **La Habra**	2115 Las Palomas La Habra Heights, CA 90631-7761	Orange	**Admissions: 714-710-1961** House: 562-690-3360	Admissions: 714-388-3894 House: 562-690-9855	ED/MH: RTC, PHP Adol & Adult, Ages 10-18	6	1548641921	Congregate Living Lic. # 550001575	150964	No	No
Center For Discovery, **La Jolla**	3013 Woodford Dr. La Jolla, CA 92037-3549	San Diego	**Admissions: 714-710-1961** House: 858-412-3554	Admissions: 714-388-3894 House: 858-412-3541	ED/MH: RTC, PHP Adol & Adult, Ages 16+	6	1265813646	Congregate Living Lic. # 550000153	150964	No	Yes
Center For Discovery, **Lakewood**	4136 Ann Arbor Rd. Lakewood, CA 90712-3817	Los Angeles	**Admissions: 714-710-1961** House: 562-425-7418	Admissions: 714-388-3894 House: 562-425-1698	ED/MH: RTC, PHP Child & Adol, Ages 10-18	6	1710253604	Congregate Living Lic. # 980001602	150964	No	Yes
Center For Discovery, **Menlo Park**	1895 Altschul Ave. Menlo Park, CA 94025-6515	San Mateo	**Admissions: 714-710-1961** House: 650-561-9995	Admissions: 714-388-3894 House: 650-561-9990	ED/MH: RTC, PHP Adol, Ages 10-18	6	1194106567	Congregate Living Lic. # 550000127	150964	No	Yes
Center For Discovery, **Rancho Palos Verdes**	30175 Avenida Tranquila RPV, CA 90275-4516	Los Angeles	**Admissions: 714-710-1961** House: 310-377-3200	Admissions: 714-388-3894 House: 310-377-3144	ED/MH: RTC, PHP Adol & Adult Women, Ages 16 +	6	1639550098	Congregate Living Lic. # 980001355	150964	No	Yes
Center For Discovery, **Sacramento**	5422 Cavitt Stallman Rd. Granite Bay, CA 95746-9491	Sacramento	**Admissions: 714-710-1961** House: 916-771-3680	Admissions: 714-388-3894 House: 916-771-3693	ED/MH: RTC, PHP Adol & Adult Women, Ages 16 +	6	1851753339	Congregate Living Lic. # 550003433	150964	No	Yes
Center For Discovery, **Thousand Oaks**	228 Rimrock Rd. Thousand Oaks, CA 91361-5203	Ventura	**Admissions: 714-710-1961** House: 805-419-5772	Admissions: 714-388-3894 House: 805-419-5772	ED/MH: RTC, PHP Adol & Adult Women, Ages 16+	6	1942745286	Congregate Living Lic. **#** 550003758	150964		

Center For Discovery and Discovery Mood Anxiety Program - CA Facility List

MH & MH/DD RTC Facilities

Facility	Address	County	Phone	Fax	Current Service(s)	Size	NPI	License	JCAHO	ADA	Trans
Center For Discovery, **Atlantic**	425 E. 31st St. Long Beach, CA 90807-5005	Los Angeles	**Admissions: 714-710-1961** House: 562-981-0700	Admissions: 714-388-3894 House: 562-981-0809	MH DD/CD/SA: RTC, PHP Child & Adol, Ages 10-18	6	1669853032	State of CA Dept of Social Services Group Home Lic. # 198207221	150964	No	Yes
Center For Discovery, **Brentwood**	2324 Windy Springs Ln. Brentwood, CA 94513-5318	Contra Costa	**Admissions: 714-710-1961** House: 925-308-4149	Admissions: 714-388-3894 House: 925-684-4064	MH: RTC, PHP Child & Adol, Ages 10-18	6	1487002747	State of CA Dept of Social Services Group Home Lic. # 075650136	150964		
Center For Discovery, **Brentwood II**	795 Eden Plains Rd. Brentwood, CA 94513-2838	Contra Costa	**Admissions: 714-710-1961** House: 925-241-4013	Admissions: 714-388-3894 House:	MH: RTC, PHP Child & Adol, Ages 10-18	6	1093212102	State of CA Dept of Social Services Group Home Lic. # 075650142	150964		
Center For Discovery, **Chino Hills**	2062 Hunter Rd. Chino Hills, CA 91709-5218	San Bernardino	**Admissions: 714-710-1961** House: 909-532-8821	Admissions: 714-388-3894 House: 925-684-4064	MH: RTC, PHP Child & Adol, Ages 10-18	6	1992257737	State of CA Dept of Social Services Group Home Lic. # 366427914	150964		
Center For Discovery, **Downey**	9844 Pangborn Ave. Downey, CA 90240-3534	Los Angeles	**Admissions: 714-710-1961** House: 562-622-1083	Admissions: 714-388-3894 House: 562-622-1173	MH: RTC, PHP Child & Adol, Ages 10-17 Adult Women, Ages 18	6	1689930596	State of CA Dept of Social Services Lic. # 197806866 Formerly #980001593	150964	No	Yes
Center For Discovery, **Fresno**	214 W. Bluff Ave. Fresno, CA 93711-6930	Fresno	**Admissions: 714-710-1961** House: 559-412-5410	Admissions: 714-388-3894 House: 559-721-6067	MH: RTC, PHP Child & Adol, Ages 10-17 Adult Women, Ages 18	6	1588148035	State of CA Dept of Social Services Group Home Lic. # 107207165	150964		
Center For Discovery, **Pacific Place**	350 West Wardlow Rd. Long Beach, CA 90806-1241	Los Angeles	**Admissions: 714-710-1961** House: 562-981-8400	Admissions: 714-388-3894 House: 562-981-8500	MH/DD/CD/: RTC, PHP Adol, Ages 11-18	16	1063893154	State of CA Dept of Social Services Group Home Lic. # 198207220	150964		
Center For Discovery, **Sacramento MH**	5525 Cavitt Stallman Rd. Granite Bay, CA 95746-9492	Sacramento	**Admissions: 714-710-1961** House: 916-771-4776	Admissions: 714-388-3894 House: **TBD**	MH: RTC, PHP Child & Adol, Ages 10-18	6	1760901672	State of CA Dept of Social Services Lic. # 317006040	150964	Yes	Yes
Center For Discovery, **Vista**	2428 Catalina Ave. Vista, CA 92084-4810	San Diego	**Admissions: 714-710-1961** House: 760-216-6713	Admissions: 714-388-3894 House: 760-216-6724	MH: RTC, PHP Child & Adol, Ages 10-18	6	1457705170	State of CA Dept of Social Services Group Home Lic. # 374603909	150964	Yes	Yes
Center For Discovery, **Whittier**	11911 Washington Blvd. Whittier, CA 90606-2607	Los Angeles	**Admissions:714-710-1961** House: 562-698-8888	Admissions: 714-388-3894 House: 562-698-8815	MH/DD/CD: RTC, PHP Child, Adol, & Adult Ages 10-19	25	1902287048	State of CA Dept of Social Services Group Home Lic # 197806686	150964	Yes	Yes

Center For Discovery and Discovery Mood Anxiety Program - CA Facility List

PHP & IOP Facilities

Facility	Address	County	Phone	Fax	Current Service(s)	Size	NPI	License	JCAHO	ADA	Trans
Center For Discovery, **Beverly Hills**	8383 Wilshire Blvd., Ste 650 Beverly Hills, CA 90211-3213	Los Angeles	**Admissions: 714-710-1961** House: 323-951-0050	Admissions: 714-388-3894 House: 323-951-0055	ED/MH: PHP, IOP Child, Adol, & Adults, Ages 10+	20	1114308590	Business License Lic. # 00016916	150964	Yes	Yes
Center For Discovery, **Del Mar**	11455 El Camino Real, Ste 360 San Diego, CA 92130-3036	San Diego	**Admissions: 714-710-1961** House: 858-461-4010	Admissions: 714-388-3894 House: 858-461-0211	ED: PHP, IOP Child, Adol, & Adults, Ages 10+	20	1336508621	Business License Lic. # B2016002080	150964	Yes	Yes
Center for Discovery, **Glendale**	535 N Brand Blvd., Ste 350 Glendale, CA 91203-3952	Los Angeles	**Admissions: 714-710-1961** House: 818-935-5516	Admissions: 714-388-3894 House: 747-240-6799	ED/MH: PHP/IOP Child, Adol, & Adult, Ages 10+	20	1841776226	Business License Lic. # 03315075	150964	Yes	Yes
Center For Discovery, **Los Alamitos MH**	4281 Katella Ave., Ste 111 Los Alamitos, CA 90720-3588	Orange	**Admissions: 714-710-1961** Office: 714-828-1800	Admissions: 714-388-3894 Office: 714-828-7020	MH: PHP/ IOP Child, Adol, & Adults, Ages 10+	20	1912075698	Business License Lic. # 01605413	150964	Yes	Yes
Center For Discovery, **Los Alamitos ED**	4281 Katella Ave., Ste 131 Los Alamitos, CA 90720-6507	Orange	**Admissions: 714-710-1961** Office: 714-828-1800	Admissions: 714-388-3894 Office: 714-947-7020	ED: PHP, IOP Child, Adol, & Adults, Ages 10+	20	1164803201	Business License Lic. # 01605413	150964	Yes	Yes
Center For Discovery, **Newport Beach**	1000 Quail St., Ste 290 Newport Beach, CA 92660-2743	Orange	**Admissions: 714-710-1961** Office: 949-387-0889	Admissions: 714-388-3894 Office: 949-387-0288	ED/MH: PHP, IOP Child, Adol, & Adults, Ages 10+	20	1871974253	Business License Lic. # BT30046281	150964	Yes	Yes
Center For Discovery, **Pleasanton**	5075 Hopyard Rd., Ste 120 Pleasanton, CA 94588-2797	Alameda	**Admissions: 714-710-1961** Office: 925-202-2175	Admissions: 714-388-3894 Office: 415-985-2175	ED/MH: PHP, IOP Child, Adol, & Adults, Ages 10+	20	1306298278	Business License Lic. # 1011037	493514	Yes	Yes
Center For Discovery, **ED Sacramento OP**	1601 Response RD. #385 Sacramento, 95815	Sacramento	**Admissions: 714-710-1961** Office: TBD	Admissions: 714-388-3894 Office: TBD	ED: PHP, IOP Child, Adol, & Adults, Ages 10+	20	1336727965	City of Sacramento Lic.#1050304	150964	Yes	Yes
Discovery Mood & Anxiety Program, **MH Sacramento OP**	1601 Response RD. #365 Sacramento, 95815	Sacramento	**Admissions: 714-710-1961** Office: TBD	Admissions: 714-388-3894 Office: TBD	MH: PHP, IOP Child, Adol, & Adults, Ages 10+	20	1134704075	City of Sacramento Lic.#1050304	150964	Yes	Yes
Center For Discovery, **San Diego**	5414 Oberlin Dr., Ste 100 San Diego, CA 92121-4744	San Diego	**Admissions: 714-710-1961** Office: 858-412-5613	Admissions: 714-388-3894 Office: 858-412-4906	MH: PHP, IOP Child, Adol, & Adults, Ages 10+	20	1740734268	City of San Diego B2016012778	150964	Yes	Yes
Center for Discovery, **Sherman Oaks**	15250 Ventura Blvd, #1100 Sherman Oaks, CA 91403-3305	Los Angeles	**Admissions: 714-710-1961** House: 818-574-6310	Admissions: 714-388-3894 House: 818-647-1643	MH: PHP, IOP Child, Adol, & Adults, Ages 10+	**TBD**	1437625480	City of Los Angeles 0002934488-0002-1	150964	Yes	Yes
Center For Discovery, **South Bay**	21515 Hawthorne Blvd., Ste 370 Torrance, CA 90503-6502	Los Angeles	**Admissions: 714-710-1961** Office: 424-341-5407	Admissions: 714-388-3894 Fax:	ED/MH: PHP, IOP Child, Adol, & Adults, Ages 10+	20	1255828000	Business License # BL-LIC-037253	150964	Yes	Yes
Center For Discovery, **Woodland Hills**	21650 Oxnard St., Ste 2375 Woodland Hills CA 91367-4901	Los Angeles	**Admissions: 714-710-1961** Office: 818-794-7108	Admissions: 714-388-3894 Office: 818-539-7708	ED: PHP, IOP Child,Adol, & Adults, Ages 10+	20	1811432909	City of Los Angeles 0002934488-0001-3	150964	Yes	Yes