



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



DATE: March 2, 2012
BOARD MEETING DATE: March 27, 2012
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Jean S. Fraser, Chief, Health System
Stephen Kaplan, Director, Behavioral Health & Recovery Services

SUBJECT: Second Amendment to the Agreement with Horizon Services, Inc.

RECOMMENDATION:

Adopt a Resolution authorizing the President of the Board to execute a Second Amendment to the Agreement with Horizon Services, Inc. for the provision of alcohol and other drug services, and criminal justice realignment services, increasing the maximum obligation by \$109,500 to a new maximum of \$991,131, with no change to the term of July 1, 2011 through June 30, 2012.

BACKGROUND:

On September 27, 2011, your Board approved an Agreement with Horizon Services, Inc. for the term July 1, 2011 through June 30, 2012, to provide alcohol and drug prevention, treatment and recovery services for San Mateo County residents. These services are essential to supporting individuals in long term recovery as they progress through all phases of wellness/recovery, including periods of relapse.

On February 14, 2012, your Board approved a First Amendment to the Agreement adding the Criminal Justice Realignment Program, providing supervision to formerly incarcerated adults, and increasing the maximum obligation by \$240,000 to a new maximum of \$881,631.

DISCUSSION:

This Second Amendment to the Agreement is now necessary to comply with Federal Financial Participation requirements. It adds the Federal Financial Participation funding for clients with Medicaid Coverage Expansion (MCE) coverage, increasing the maximum obligation by \$109,500, with no change to the Agreement term of July 1, 2011 through June 30, 2012.

The Amendment and Resolution have been reviewed and approved by County Counsel.

The Contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold

harmless, non-discrimination and equal benefits.

The Amendment contributes to the Shared Vision 2025 outcome of a Healthy Community by providing individuals and families in San Mateo County with prevention and treatment services to support recovery, which in turn contributes to the health and safety of communities throughout San Mateo County. It is anticipated that 60% of participants will successfully complete alcohol and other drug treatment services.

Performance Measure:

Measure	FY 2010-11 Actual	FY 2011-12 Projected
Percentage of clients who successfully complete alcohol and drug treatment services.	60%	60%

FISCAL IMPACT:

The term of the amended Agreement remains July 1, 2011 through June 30, 2012. The Agreement maximum is being increased by \$109,500 to a new maximum of \$991,131. Federal Financial Participation revenue for MCE-covered services will fund 100% of the increase. There is no Net County Cost. Funds for these services have been included in the BHRS FY 2011-12 Adopted Budget.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

*** * * * ***

**RESOLUTION AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE A
SECOND AMENDMENT TO THE AGREEMENT WITH HORIZON SERVICES, INC.
FOR THE PROVISION OF ALCOHOL AND OTHER DRUG SERVICES, AND
CRIMINAL JUSTICE REALIGNMENT SERVICES, INCREASING THE MAXIMUM
OBLIGATION BY \$109,500 TO A NEW MAXIMUM OF \$991,131, WITH NO CHANGE
TO THE TERM OF JULY 1, 2011 THROUGH JUNE 30, 2012**

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, on September 27, 2011, your Board approved an Agreement with Horizon Services, Inc., for the provision of alcohol and drug prevention, treatment and recovery services, for a maximum obligation of \$641,631; and

WHEREAS, on February 14, 2012, your Board approved a First Amendment to the Agreement with Horizon Services, Inc., for the provision of alcohol and drug prevention, treatment and recovery services, and criminal justice realignment services, increasing the maximum obligation by \$240,000 to a new maximum obligation of \$881,631; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance a Second Amendment to the Agreement, reference to which is hereby made for further particulars, adding the Federal Financial Participation match, increasing the maximum obligation by \$109,500 to a new maximum obligation of \$991,131 with no change to the Agreement term of July 1, 2011 through June 30, 2012;

and

WHEREAS, this Board has been presented with a form of the Second Amendment and has examined and approved it as to both form and content and desires to enter into this Amended Agreement.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the President of this Board of Supervisors is hereby authorized and directed to execute said Second Amendment to the Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

* * * * *

**SECOND AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND HORIZON SERVICES, INC.**

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and HORIZON SERVICES, INC. hereinafter called "Contractor";

W I T N E S S E I H:

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

WHEREAS, the parties entered into an Agreement ("Original Agreement") for professional services on September 27, 2011 for a maximum obligation of \$641,631; and

WHEREAS, on February 14, 2012, your Board approved an amendment to the Agreement increasing the maximum obligation by \$240,000 to a new maximum of \$881,631; and

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the Agreement a second time to increase the maximum obligation by \$109,500 to a new maximum of \$991,131.

WHEREAS, the parties wish to Amend and clarify that Original Agreement.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO
AS FOLLOWS:**

1. Paragraph 3. Payments is hereby deleted and replaced with the Paragraph 3. Payments below:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed NINE HUNDRED NINETY-ONE THOUSAND ONE HUNDRED THIRTY-ONE DOLLARS (\$991,131).

Payment shall include a fixed amount, and an aggregate amount allocated to all contractors who provide the same or similar services as those described in Exhibit A of this Agreement.

2. Exhibit A is hereby deleted and replaced with the Exhibit A attached hereto.
3. Exhibit B is hereby deleted and replaced with the Exhibit B attached hereto.
4. All other terms and conditions of the Original Agreement between the County and Contractor shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

HORIZON SERVICES, INC.

Contractor's Signature

Date: _____

HORIZON SERVICES INC.
EXHIBIT A – SERVICES
FY 2011 – 2012

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following alcohol and drug detoxification services at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Exhibit A.

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

- A. Contractor will provide alcohol and drug detoxification services at a mutually agreed upon location in San Mateo County. Contractor will provide Social Detoxification Services and will coordinate Methadone Maintenance Therapy (MMT) and Methadone Detox (MD) services for clients receiving Narcotic Replacement /therapy (NRT). Priority admission will be given to San Mateo County residents meeting Alcohol and Other Drug (AOD) detoxification services criteria, referred by, but not limited to SMCAOD Assessors, Behavioral Health and Recovery Services (BHRS), Probation, Human Services Agency, San Mateo Medical Center, San Mateo County AOD detoxification providers, and other licensed medical practitioners.

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Provider Handbook, including additions and revisions, which are incorporated by reference herein.

Contractor will use evidence-based practices as outlined in their program plan description and will provide their services to identified target populations. Intake and assessments will include co-occurring and trauma informed practices. Case Planning will involve clients and will provide for clients aftercare and detoxification needs including but not limited to housing, medical, and mental health.

B. FEE FOR SERVICE

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Provider Handbook including additions and revisions, incorporated by reference herein. Reimbursement is contingent upon client eligibility and compliance with referral and authorization procedures as outlined in the AOD Provider Handbook.

1. Medicaid Coverage Expansion (MCE) Health Coverage

Effective July 1, 2011, BHRS will reimburse Contractor for services provided to MediCal Coverage Expansion (MCE) eligible clients. MCE is a fee-for-service health coverage that has the potential to expand fee-for-service billing and revenue. Substance use treatment services provided under the MCE program include:

- a. Social Model Residential Detoxification

2. Criminal Justice Realignment

Contractor will track and report all Criminal Justice Realignment (CJR) client services in accordance with the local Community Correction's Partnership (CCP) requirements as described in the AOD Provider Handbook.

A detailed description of specific services for the modality listed below is outlined in the AOD Provider Handbook, which is included by reference herein.

a. Residential Detoxification Services

Bed days provided for CJR referred individuals for alcohol and drug social model detoxification services, including food, shelter and other basic needs.

II. PRIORITY POPULATIONS

Contract funds must be used to serve priority population clients. Specifically, contractor will give priority admission to:

- a. Populations required by Substance Abuse Prevention and Treatment (SAPT) Block Grant;
- b. San Mateo County residents who are referred by County Behavioral Health and Recovery Services (BHRS);
- c. Shelter referrals within San Mateo County;
- d. First Chance Sobering Station referrals;
- e. Referrals from other San Mateo County AOD providers
- f. Clients with MCE health insurance coverage; and
- g. AOD treatment and recovery priority populations as outlined in Strategic Directions 2010.

III. ADMINISTRATIVE REQUIREMENTS

Contractor will maintain compliance with requirements of the AOD Provider Handbook including additions and revisions, by reference herein. The AOD Provider Handbook is located at <http://www.aodsystems.com/SMC/Index.htm>.

A. SYSTEM-WIDE IMPROVEMENTS

The County has identified a number of issues which require a collaborative and comprehensive approach in order to enhance the system-wide effectiveness and efficiency. Thus, Contractor will implement the following:

1. Standards of Care

The County has identified specific Standards of Care (SOC) for services which incorporate scientific research and clinical practice which has been proven effective in the provision of services to clients receiving detoxification services. SOC are guidelines for providing comprehensive, client centered, culturally competent screening, assessment, detoxification and treatment for clients with substance abuse and/or substance dependence/addiction or co-occurring disorders.

Contractor will work towards full compliance with the SOC, specifically:

- a. Contractor will develop and implement the activities and achieve the objectives described in the approved San Mateo County AOD SOC implementation work plan.
- b. In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Provider Handbook, including additions and revision, which is incorporated by reference herein.
- c. Contractor will report quarterly on SOC implementation progress to the assigned AOD Analyst.

2. Continuous Quality Improvement

To enhance the quality and efficiency of services, Contractor will have an established Continuous Quality Improvement (CQI) program. CQI program must include a QI committee made up of staff from all levels that guide the development and implementation of the QI Plan. Contractor has established a mechanism whereby contractors will identify processes and practices at the organizational level which create inefficiencies and/or present barriers to client engagement, enrollment and retention in treatment.

- a. Contractor will develop and implement a QI Plan with an emphasis on continuous quality improvement.
- b. Contractor will solicit feedback from service recipients on an annual basis, at minimum. Client feedback process may include but is not limited to: focus groups and client satisfaction surveys.
- c. Contractor will implement a process to share client feedback with the QI committee. Consideration of client feedback will be incorporated into future QI plans.
- d. Contractor shall report quarterly to the assigned AOD Analyst on QI Plan implementation, progress and client feedback results.

3. Co-occurring Disorders

Contractor will work to improve outcomes for complex clients by providing the following:

- a. Contractor will participate as a Change Agent and will delegate participation in monthly activities to effect the changes necessary to maintain and enhance Co-occurring Disorders (COD) capability.
- b. Contractor shall establish a COD work plan that continues to assess and address the needs of complex clients. This COD work plan may be a part of the Contractor's Quality Improvement program, Standards of Care Work Plan, or it may be a separate process.
- c. Contractor shall report quarterly to the assigned AOD Analyst on the progress and outcomes of the COD work plan.
- d. Contractors receiving MHSA funding to treat clients with COD shall comply

with additional reporting requirements as outlined in the online AOD Provider Handbook.

4. AVATAR Electronic Health Record

BHRS is transitioning to an electronic health record. Contractor will work collaboratively with BHRS in the design and implementation of the new system by:

- a. Contractor will participate in the development, training, implementation and utilization of the required AVATAR system.
- b. Contractor will maintain compliance with all documentation, reporting, billing and all other data requirements as required in the AOD Provider Handbook, including additions and revision, which is incorporated by reference herein.
- c. Contractor will continue to use the DAISY data system for all reporting requirements until further notice is given by the AOD administrator.

5. Building Capacity

The County seeks to build capacity and increase access to treatment services for San Mateo County residents in the following ways:

- a. MediCal Coverage Expansion (MCE)
Contractor will work in partnership with BHRS to provide substance use disorder treatment services to individuals with MCE health coverage. All services will be delivered in compliance with BHRS policies and procedures found in the AOD Provider Handbook and the BHRS Documentation Manual located at:
<http://www.aodsystems.com/SMC/Index.htm>; and
<http://www.co.sanmateo.ca.us/Attachments/health/pdfs/bhrs/ContractAgencies/BHRSDocManual.pdf>.
- b. Other Revenue Enhancement
Contractor will work in conjunction with AOD to assess whether contracted agency is ready to expand services to new revenues opportunities.

6. MCE Program Requirements

- a. Contractor will screen all incoming clients for health coverage, including MCE eligibility and current MCE enrollment. MCE client eligibility shall be verified prior to service provision;
- b. Contractor shall facilitate enrollment into MCE, ACE, Medi-Cal and other health coverage programs for clients who are likely eligible for public benefits but not enrolled;
- c. Contractor shall not charge clients with MCE eligibility for substance use treatment services;
- d. Contractor shall request and obtain modality and service authorizations and reauthorizations for MCE enrolled clients from BHRS;
- e. Contractor shall document and provide authorized services to MCE clients in compliance with BHRS documentation guidelines;

- f. Contractor shall track and report on services and submit invoices for client MCE services provided following required policies and procedures;
- g. Contractor shall correct and resubmit disallowed claims;
- h. Contractor shall ensure that personnel delivering direct services to clients will have the appropriate professional license and/or certification as outlined in the AOD Policy and Procedure manual.

B. CULTURAL COMPETENCY

- 1. Contractor shall participate in any cultural competence efforts within BHRS and/or to send a representative to attend the Cultural Competence Council. For more information about the Cultural Competence Council, contact The Office of Diversity at 650-321-5352.
- 2. Contractor shall ensure that all program staff receives at least one full day of training per year on some aspect of providing culturally and linguistically appropriate services. One full day of training is equivalent to at least 6 hours of training. Contractor shall submit to County annually a list of scheduled training(s) that include attending participants.
- 3. Contractor shall use good faith efforts to translate health-related materials in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall provide to County copies of Contractor's health-related materials in English and as translated.
- 4. Contractor shall use good faith efforts to hire clinical staff members who can communicate with clients in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall submit to County the cultural composition and linguistic fluencies of Contractor's staff.

C. INELIGIBLE EMPLOYEES

- 1. Licensed Professional

Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: www.Exclusions.OIG.HHS.Gov.

- 2. All Employees

Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services (CDHS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: http://files.medi-cal.ca.gov/pubsdoco/publications/bulletins/part1/part1bull_1.asp

D. ADMINISTERING SATISFACTION SURVEYS

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

E. RETENTION OF MEDICAL RECORDS

Contractor shall have a written policy in all programs regarding the maintenance and disposal of client records. All records shall be stored in an appropriate confidential manner for not less than seven years from the date they are officially closed.

HORIZON SERVICES INC.
EXHIBIT B – PAYMENT AND RATES
FY 2011 – 2012

In full consideration of the services provided by Contractor, County shall pay Contractor as follows:

I. ALCOHOL AND DRUG DETOXIFICATION SERVICES

A. FIXED RATE PAYMENTS

In full consideration of the funded alcohol and drug detoxification services provided to clients who lack the necessary resources to pay for all, or part of these services themselves, the County will pay Contractor the total contract amount in twelve (12) monthly payments in a manner as outlined in the chart below. Upon timely submission of reports as outlined in the AOD Provider Handbook, the County will pay Contractor's monthly payment within thirty (30) days.

Residential Detoxification Services
July 1, 2011 - June 30, 2012

Services	Funding amount	Monthly amount	UOS	Rate	# clients to be served	Slots
Residential Detox	\$532,131	\$44,344	3,936	\$135.22	1,000	11
MCE County Funded Match	\$109,500	\$9,125				
Total	\$641,631	\$53,469				

The maximum fixed rate amount County shall be obligated to pay for services rendered under this Agreement shall not exceed SIX HUNDRED FORTY-ONE THOUSAND SIX HUNDRED THIRTY-ONE DOLLARS (\$641,631). Contractor shall be paid twelve (12) monthly payments of FIFTY-THREE THOUSAND FOUR HUNDRED SIXTY-NINE DOLLARS (\$53,469).

B. MCE MATCH AND FFP

1. MCE Rates

MCE service reimbursement requires unmatched local or state funding to match federal funds. This funding has been identified as "MCE County Match" within this Agreement. Federal reimbursement is based on current published Federal Financial Participation (FFP) rates. Rates shall be established subsequent to the agreement and shall be communicated to Contractor through an administrative memorandum that will be an attachment to the agreement.

2. MCE Maximum

MCE services described in Exhibit A, Section I.B.3 shall be funded by County match (50%) and by the Federal Financial Participation (50%). The 50% County match is included in the fixed rate payments. The FFP maximum shall not exceed ONE HUNDRED NINE THOUSAND FIVE HUNDRED DOLLARS (\$109,500) for the period July 1, 2011 through June 30, 2012. The FFP shall be paid on a fee-for-service format based upon monthly invoices provided by the Contractor. FFP payments shall be 50% of the rates for MCE services. The maximum payment for MCE services, including both the County match and the FFP, shall not exceed TWO HUNDRED NINETEEN THOUSAND DOLLARS (\$219,000).

3. MCE Reporting and Reconciliation

Contractor will provide quarterly reports using County approved service reporting form(s) completed by Contractor or by using County provided service reporting form(s). The reports shall include the following:

- a. Total units of service
- b. Services delivered

Contractor shall submit to County a year-end billing report no later than ninety (90) days after the end of each fiscal year (June 30th). This report will include a final determination of eligibility for MCE services and will be the basis for an annual reconciliation.

Reports and invoices shall be sent to:

AOD Program Analyst
400 Harbor blvd. Bldg. E
Belmont, CA 94002

If the final reconciliation shows that an MCE payment was made for services for which eligibility was not in place, Contractor shall reimburse County the FFP portion of the MCE payment(s).

If the final reconciliation shows that services were provided to MCE eligible clients for which MCE payment was not made, County shall pay Contractor for services delivered at the MCE rate included herein. In any case, the maximum payment shall not exceed the Agreement maximum as established in Paragraph I.A. of this Exhibit B.

4. Billing

MCE services will be billed and reimbursed in accordance with the AOD Provider Handbook and the BHRS Documentation Handbook. County funded MCE match is paid on a fixed rate basis and will be reconciled to the actual service billed on a quarterly basis. Federal Financial Participation (FFP) reimbursement rates are based on the established MCE rates. County funding is required to meet local FFP match requirements. In the event that Contractor fails to meet contractual obligations in MCE service delivery and billing, BHRS may suspend or withhold payment. In the event that Contractor exceeds billing target, an amendment will

be required, at the County option to identify funds for County match requirement and to increase FFP revenues. Service specific reimbursement rates for FY11/12 are pending approval of San Mateo County's Low Income Health Program application and, upon approval, shall be communicated to Contractor through an administrative memorandum that will serve as an amendment to the agreement.

5. MCE Disallowances

County and Contractor agree that in the event that any MCE services provided by Contractor are disallowed for MCE reimbursement due to: 1) Contractor's failure to provide documentation adequate to support Contractor's services per the AOD Policy and Procedure Manual and the BHRS Documentation Manual; 2) Client being ineligible for MCE reimbursement; and/or 3) Contractor's failure to obtain prior authorization for MCE services from the BHRS Access Call Center; then subsequent MCE payments shall be reduced by the amount of the FFP paid for disallowed services, or Contractor shall reimburse the County.

Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County.

C. FEE FOR SERVICE

In full consideration of the fee for service funded alcohol and drug treatment services provided to individuals who lack the necessary resources to pay for all, or part of these services themselves and are referred by the County, the County shall pay for such services rendered under this Agreement. Payment shall not exceed the aggregate amounts stated in Section 3. Payments – Maximum Amount, of this Agreement.

1. Criminal Justice Realignment (CJR)

a. CJR Clients with MCE

For all CJR clients who are also MCE beneficiaries, payment for services shall be through the MCE benefit. Designated CJR funding shall provide the required local match to draw down Federal Financial Participation (FFP) funding. Reimbursement for services will be on a fee for service basis.

b. CJR Clients without MCE

For individuals referred by the CJR who are not MCE beneficiaries. Reimbursement for services will be on a fee for service basis. These services shall be reimbursed in full through designated CJR funds.

c. MCE Rates

MCE service reimbursement requires unmatched local or state funding to match federal funds. This funding has been identified as "MCE County

Match" within this Agreement. Rates shall be established subsequent to the Agreement and shall be communicated to Contractor through an administrative memorandum that will be an attachment to the agreement.

d. MCE Maximum

MCE services described in Exhibit A, Section I.B.5. shall be funded by County match (50%) and Federal Financial Participation (FFP) (50%). The fifty percent (50%) County match is included in the fixed rate payments. The FFP shall be paid on a fee-for-service basis, based upon monthly invoices provided by the Contractor. FFP payments shall be fifty percent (50%) of the rates for MCE services. The maximum payment for MCE services, including both the County match and the FFP, shall not exceed an aggregated amount of TWO HUNDRED FORTY THOUSAND DOLLARS (\$240,000).

- D. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed NINE HUNDRED NINETY-ONE THOUSAND ONE HUNDRED THIRTY-ONE DOLLARS (\$991,131).

E. REQUIRED FISCAL DOCUMENTATION

1. Contractor's annual budget, and line item narrative justification covering all contracted services under this Agreement is subject to review and approval by the San Mateo County Alcohol and Other Drug Services program liaison for each fiscal year.
2. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Provider Handbook.

F. CONTRACT AMENDMENTS

The Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

G. EARLY TERMINATION

In the event this Agreement is terminated prior to June 30, 2012, 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 the Health System or designee.

H. ANTICIPATED CHANGE IN REVENUE

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.

I. CLAIMS/INVOICE CERTIFICATION AND PROGRAM INTEGRITY

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.

2. 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 _____”

ATTACHMENT I

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

The undersigned (hereinafter called the "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 or b)

- ☐ a. Employs fewer than 15 persons.
- ☐ b. 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 - Type or Print

Horizon Services, Inc.

Name of Contractor(s) - Type or Print

1151 A Street

Street Address or P.O. Box

Hayward, CA 94541

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."

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	Horizon Services, Inc.	Phone:	510-582-2100
Contact Person:	C. Keith Lewis	Fax:	510-582-1221
Address:	1151 A Street Hayward, CA 94541		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- ☐ Contractor complies with the County's Equal Benefits Ordinance by:
 - ☐ offering equal benefits to employees with spouses and employees with domestic partners.
 - ☐ offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ Contractor does not comply with the County's Equal Benefits Ordinance.
- ☐ Contractor is exempt from this requirement because:
 - ☐ Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - ☐ Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- ☐ Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- ☐ No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- ☐ Contractor complies with the County's Employee Jury Service Ordinance.
- ☐ Contractor does not comply with the County's Employee Jury Service Ordinance.
- ☐ Contractor is exempt from this requirement because:
 - ☐ the contract is for \$100,000 or less.
 - ☐ Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature

Name

Date

Title