

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Asian American Recovery Service North County Outreach Collaborative, hereinafter called "Contractor";

W I T N E S S E T 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, it is necessary and desirable that Contractor be retained for the purpose of alcohol and drug prevention services.

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment E—Fingerprint Certification

Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

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

3. Payments

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 THREE HUNDRED FIFTEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$315,288).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2012 through June 30, 2014.

This Agreement may be terminated by Contractor, the Chief of the Health System or the Chief's designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. 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 portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

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

6. 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 the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (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 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, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this 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 herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof 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 the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- | | |
|---|-------------|
| (a) Comprehensive General Liability | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance | \$1,000,000 |
| (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 the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees 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, the County of San Mateo 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 pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

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, and will comply with the Business Associate requirements set forth in Attachment "H," and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap 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 State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement. Further, Contractor certifies that the Contractor 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.

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

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual 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 this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *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 of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* 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
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - 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 examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations 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 the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements

required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, 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, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto 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 this body of the 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 this 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 shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. 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.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when both (1) transmitted via facsimile to the telephone number listed below and (2) either deposited in the United States mail, postage prepaid, or when deposited for overnight delivery with an established overnight courier that provides a tracking number showing confirmation of receipt, for transmittal, charges prepaid, addressed to:

In the case of County, to:
San Mateo County
Behavioral Health and Recovery Services
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:
Asian American Recovery Services, Inc.
1115 Mission Road
South San Francisco, CA 94080

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

Signature Page to Follow.

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

ASIAN AMERICAN RECOVERY SERVICES, INC.



Contractor's Signature

Date: 1/8/13 _____

Long Form Agreement/Business Associate v 8/19/08

**EXHIBIT A – SERVICES
ASIAN AMERICAN RECOVERY SERVICES, INC. – NCOC
FY 2012 - 2014**

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

Contractor shall provide Medi-Cal Outreach, Linkage and Case Management services that support beneficiaries to gain access to Medi-Cal and other public behavioral health, and other services that improve their wellbeing and health outcomes. Activities will include:

- A. Medi-Cal Outreach – Not Discounted: Informing Medi-Cal eligible or potential Medi-Cal eligible about Medi-Cal services, including Short-Doyle Medi-Cal services; assisting at-risk Medi-Cal or potential Medi-Cal eligible to understand the need for mental health services covered by Medi-Cal; actively encouraging reluctant and difficult Medi-Cal eligible or potential Medi-Cal eligible to accept needed mental health and health services; training related to Medi-Cal outreach.
- B. Medi-Cal Outreach – Discounted: Informing outreach populations about the need for and availability of Medi-Cal and non-MediCal mental health services; telephone, walk-in or drop-in services for referring persons to Medi-Cal and non-MediCal health programs; training related to Medi-Cal and non-Medi-Cal health programs outreach.
- C. Case Management for non-open cases: Gathering information about an individual's health and mental health needs; assisting individuals to access Medi-Cal covered physical health and mental health services by providing referrals, follow-up and arranging transportation for healthcare.

These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules and regulations, including quality improvement requirements of the Short Doyle/Medi-Cal Program. All payments under this Agreement must directly support services specified in this Agreement. Contractor shall provide the following services.

II. Community Outreach and Engagement Program

A. Introduction

Services shall be provided by the North County Outreach Collaborative ("NCOC"), a partnership of Asian American Recovery Services ("AARS"), Pyramid Alternatives, Daly City – Peninsula Partnership ("DCPP"), and the Pacifica Collaborative. NCOC operations shall be guided by and subject to a Memorandum of Understanding between all partnership members.

1. The purposes of the Outreach Program services are to:
 - a. Outreach informing Medi-Cal eligible or potential Medi-Cal eligible about Medi-Cal services, including Short-Doyle Medi-Cal services; assisting at-risk Medi-Cal or potential Medi-Cal eligible to understand the need for mental health services covered by Medi-Cal; actively encouraging reluctant and difficult Medi-Cal eligible or potential Medi-Cal eligible to accept needed mental health and health services; training related to Medi-Cal outreach; informing outreach populations about the need for and availability of Medi-Cal and non Medi-Cal mental health services; telephone, walk-in or drop-in services for referring persons to Medi-Cal and non Medi-Cal health programs; training related to Medi-Cal and non-Medi-Cal health programs outreach and Case Management for non-open cases gathering information about an individual's health and mental health needs; assisting individuals to access Medi-Cal covered physical health and mental health services by providing referrals, follow-up and arranging transportation for healthcare.
 - b. Identify and engage individuals who are currently underserved and in need of mental health services in north San Mateo County;
 - c. Work strategically with BHRS to improve access to services for persons in need of mental health services; and
 - d. Build BHRS and Contractor capacity to provide culturally competent outreach services to improve access to mental health services for diverse populations.
 - e. Facilitate the Parent Project.
2. NCOC Partner representatives:
 - a. AARS – Jeff Mori, Executive Director
 - b. Pyramid Alternatives – Paul Chang, Executive Director
 - c. DCPP – Lauren Syzper, Program Director
 - d. Pacifica Collaborative - Julie Lancelle, Collaborative Coordinator

3. All NCOC partner services provided through this Agreement shall be provided in compliance with the Health Insurance Portability and Accountability Act (HIPAA).
4. AARS shall provide fiscal and management oversight of the Outreach Program. AARS shall subcontract with other NCOC partners for the provision of services as described herein.
5. All activities shall be provided in compliance with MediCal Administrative Claiming requirements and conform to the Medi-Cal Administrative claiming codes.
6. The objective of these services is to identify and engage individuals who are currently underserved and in need of mental health services in north San Mateo County. Outreach services shall target primarily Filipino, Latino and Chinese populations of all ages to identify individuals who are currently under-served and who require a range of mental health services. Outreach services shall be provided with cultural and linguistic competency appropriate for these named populations.
7. The Outreach Program is the result of a series of outreach and planning discussions that occurred to identify the issues and barriers that prevent community member in the north San Mateo County region from obtaining mental health treatment and to make recommendations to address such issues and barriers. Resources made available through San Mateo County's approved Mental Health Services Act Plan have provided an opportunity for some of the recommendations to be implemented.

B. Outreach Program

1. Staffing

- a. NCOC partners will provide the following staff for the Outreach Program:
 - i. Outreach workers – three (3) positions for a total of 1.5 FTEs. Staff shall include one bi-cultural Filipino, Tagalog speaker and one Latino, Spanish speaker.
 - ii. Outreach coordinator – .30 FTE
 - iii. Outreach supervisor – .15 FTE
 - iv. Co-Chair of the Pride Initiative – .10 FTE

v. Parent Project Facilitator – .10 FTE

- b. Additional subcontractors may provide services under this contract with the approval of the BHRS Director or designee.

C. Partner Responsibilities

1. AARS shall:

- a. Provide full-time project coordinator to support the implementation of the North County Outreach Collaborative (NCOC) components.
- b. Assume overall project responsibilities as the lead agency:
 - i. Facilitate fiscal agent activities.
 - ii. Compile member evaluation data and write project reports, including the development of an Effective Strategic and Lesson Learned Manual.
 - iii. Participate in grantee, technical assistance and grant officer communication.
 - iv. Maintain consistent communication with San Mateo County liaison and subcontractors.
 - v. Convene and coordinate committee outreach and Steering Committee meetings.
- c. Complete and submit required programmatic, evaluation, and administrative forms.
- d. Coordinate the following activities:
 - i. Co-sponsoring of anti-stigma events
 - ii. Pacific Islander parenting groups
 - iii. Creation of culturally-sensitive educational materials
 - iv. Targeted outreach and presentations within the LGBTQ community
- e. Participate in Community Outreach Team activities
- f. Refer families in need of insurance benefits to county representatives or NCOC enrollment sites, as appropriate
- g. Track all referrals for behavioral health services.

2. Pyramid Alternatives shall:

- a. Support the implementation of the NCOC components through direct staffing and training:

- i. Provide bi-lingual/bi-cultural (Latino and Chinese outreach workers
 - ii. Participate in cross training activities
 - b. Ensure priority insurance enrollment assistance for individuals and families referred by members of NCOC
 - c. Provide behavioral health services to individuals and families referred by members of NCOC
 - d. Participate in Community Outreach Team activities and project evaluation activities
 - e. Participate in Steering Committee and other collaborative activities
 - f. Coordinate the following activities;
 - i. Assist in outreach to target populations
 - ii. Delivery of Spanish Speaking WRAP Groups (ongoing/weekly)
 - iii. A needs assessment of behavioral services for Chinese residents of San Mateo County
 - g. Compile and relay program activities and evaluation data to the program coordinator.
 - h. Track all referrals for insurance enrollment.
3. DCYHC will:
- a. Support the implementation of the NCOC components through direct staffing and training;
 - i. Provider a bi-lingual/bi-cultural Filipina counselor
 - b. Ensure priority insurance enrollment assistance for individuals between the ages of 13-21 referred by members of NCOC
 - c. Provide behavioral health services to individuals between the ages of 13-21 referred by members of NCOC
 - d. Participate in Community Outreach Team activities and project evaluation activities
 - e. Refer families in need of insurance benefits to county representatives or NCOC enrollment sites, as appropriate

- f. Coordinate the following activities:
 - i. Participate in the sponsoring of cross-training opportunities
 - ii. A needs assessment of behavioral services for Filipino residents of San Mateo County
 - iii. Cross training activities for NCOC members
 - g. Participate in Steering Committee and other collaborative activities
 - h. Compile and relay program activities and evaluation data to the program coordinator.
 - i. Track all referrals for insurance enrollment.
4. Pacifica Collaborative will:
- a. Support the implementation of the NCOC components through direct staffing and training.
 - b. Participate in Community Outreach Team activities and project evaluation activities.
 - c. Participate in Steering Committee and other collaborative activities
 - d. Coordinate the following specific activities:
 - i. Administer and analyze health insurance enrollment of Sunset Ridge School students and families
 - ii. Children's social skills class (lunch group, anger management, peer social skills addressing emotional issues)
 - iii. Parent coaching (ongoing)
 - iv. Provider collaboration and networking meetings (monthly)
 - e. Refer families in need of insurance benefits to county representatives or NCOC enrollment sites, as appropriate.
 - f. Compile and relay program activities and evaluation data to the program coordinator.
 - g. Track all referrals for insurance enrollment.

5. DCP will:

- a. Support the implementation of the NCOC components through direct staffing and training.**
 - i. Provide a bi-lingual/bi-cultural outreach worker**
 - ii. Participate in cross training activities**
- b. Participate in Community Outreach Team activities and project evaluation activities.**
- c. Participate in Steering Committee and other collaborative activities**
- d. Participate in Community Outreach Team activities and project evaluation activities.**
- e. Coordinate the following specific activities:**
 - i. Multicultural Family Literacy and Health Day & Fun, Health and Safety Day health fairs (each event is held annually).**
 - ii. Domestic Violence support group for Spanish speaking and LGBTQ communities (ongoing).**
 - iii. Provider collaboration and networking meetings (bi-monthly)**
 - iv. Outreach and convene presentations to non-traditional providers, including Faith Based communities.**
- f. Compile and relay program activities and evaluation data to the program coordinator.**
- g. Track all referrals for insurance enrollment.**

D. Outreach Program

- 1. NCOC partners shall assure that staff receives training in MediCal Administrative claims coding.**
- 2. NCOC partners shall:**
 - a. Make use of existing outreach services and presentations to promote awareness of mental health issues and resources;**
 - b. Identify community sites where it is acceptable for clients to ask for assistance; and**
 - c. Provide training and support for partner staff in outreach techniques for reaching new clients.**

3. Partner Outreach Workers shall:

Engage in outreach activities such as informing Medi-Cal eligibles or potential Medi-Cal eligibles about Medi-Cal services, including Short-Doyle Medi-Cal services; assisting at-risk Medi-Cal or potential Medi-Cal eligibles to understand the need for mental health services covered by Medi-Cal; actively encouraging reluctant and difficult Medi-Cal eligibles or potential Medi-Cal eligibles to accept needed mental health and health services; training related to Medi-Cal outreach; informing outreach populations about the need for and availability of Medi-Cal and non Medi-Cal mental health services; telephone, walk-in or drop-in services for referring persons to Medi-Cal and non Medi-Cal health programs; training related to Medi-Cal and non-Medi-Cal health programs outreach) and Case Management for non-open cases (gathering information about an individual's health and mental health needs; assisting individuals to access Medi-Cal covered physical health and mental health services by providing referrals, follow-up and arranging transportation for healthcare.

- a. Increase the number of individuals and families enrolled in insurance (ex. MediCal, ACE, etc.);**
- b. Increase the number of clients receiving behavioral health services within the system of care;**
- c. Implement and/or co-sponsor ethnic/racial and linguistically sensitive anti-stigma events in the community targeting LGBTQI, Pacific Islanders, Chinese, Filipino and Latino;**
- d. Convene, build and maintain strong collaborations among various providers in the North County Region including Pacifica;**
- e. Develop and maintain partnerships and collaborations with non-traditional providers (ex. Faith-based, community centers, libraries, other healthcare providers such as acupuncturists, herbalists, traditional healers, etc);**
- f. Bring North County providers together and sponsor cross-training opportunities/activities and not limited to behavioral health issues (ex. Diabetes, tuberculosis, etc);**

- g. Increase behavioral health capacity by providing basic psycho-educational activities (ex. parenting groups, WRAP groups, domestic violence support groups) to community members and their families;
- h. Explore and develop a needs assessment for Chinese and Filipino clients;
- i. Develop culturally sensitive educational materials on behavioral health issues that are balanced with the literacy needs of the target population;
- j. Develop a document of "lessons learned" as well as "effective strategies" from outreach and engagement efforts for the identified community groups.

D. Staff Training

NCOC partners outreach workers shall participate in training provided and/or sponsored by County BHRS related to outreach services provided through this agreement. Training topics may include orientation to BHRS and confidentiality and HIPAA compliance, MediCal Administration requirements, eligibility, case management, referral and MediCal outreach. Trainings shall be scheduled at such times that are mutually agreeable to NCOC partners and County.

E. Reporting

Contractor shall provide the County with complete outreach forms monthly for scanning into BHRS database.

III. Administrative Requirements

A. Paragraph 13 of the Agreement and Paragraph I, M4 of Exhibit B 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 seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

B. Administering Satisfaction Surveys

Contractor agrees to administer/utilize any and all survey instruments as directed by the County Behavioral Health and Recovery Services Division, including outcomes and satisfaction measurement instruments.

C. 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 Health Equity Initiatives Manager (HEIM) at 650

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Program Manager and the Health Equity Initiatives Manager (HEIM) by September of the fiscal year.

The annual cultural competence plan will include, but is not limited to the following:

- a. Contractor shall provide the County with complete outreach forms monthly for scanning into BHRS database.
- b. Contractor forum for discussing relevant and appropriate cultural competence-related issues. (such as a cultural competence committee)
- c. Collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation.
- d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services with clients in a culturally and linguistically appropriate manner.)
- e. Staff training plan related to cultural competency. Contractor will ensure that all program staff receives at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services.

2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council for the term of the Agreement. Contractor shall submit to BHRS ODE by March 31st, a list of staff who have participated in these efforts. For more information about the Cultural Competence Council (CCC), and other cultural competence efforts within BHRS, contact HEIM.
 3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If contractor is unable to provide services in those languages, the contractor is expected to contact Access Call Center or their BHRS Program Manager for consultation. If additional language resources are needed, please contact HEIM.
 4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.
 5. Technical Assistance - Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the Program Manager and HEIM (jafrica@smcgov.org) to plan for appropriate technical assistance.
- D. Contractor shall submit a copy of any licensing report issued by a licensing agency to County Behavioral Health and Recovery Services Division Children and Youth Services Deputy Director within ten (10) business days of Contractor's receipt of any such licensing report.
- E. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). Such documentation shall be consistent with the San Mateo County Mental Health Services Documentation Manual which is incorporated into this Agreement by reference.
- F. Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.

G. 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.

H. 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.medical.ca.gov/pubsdoco/publications/bulletins/part1/part1bull1.asp>.

I. Advance Directives

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

J. Beneficiary Rights

Contractor will comply with County policies and procedures relating to beneficiary's rights and responsibilities.

K. Physician Incentive Plans

Contractor shall obtain approval from County prior to implementing a Physician Incentive Plan as described by Title 42, CFR, Section 438.6(h). The County will submit the Physician Incentive Plan to the State for approval. The State shall approve the Contractor's request for a Physician Incentive Plan only if the proposed Physician Plan complies with all applicable federal and state regulations.

L. Availability and Accessibility of Service

Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, or that are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

M. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the Mental Health Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

N. Beneficiary Brochure and Provider Lists

Contractor agrees to provide Medi-Cal clients who are new to the Mental Health System with a brochure (an original of which shall be provided by County) when a client first receives a specialty mental health service from the Contractor. Such brochure shall contain a description of County services available; a description of the process for obtaining County services, including the County's state-wide toll-free telephone number; a list of the County's providers; a description of the County's beneficiary problem resolution process, including the complaint resolution and grievance processes; and a description of the beneficiary's right to request a fair hearing at any time before, during or within 90 days after the completion of the beneficiary problem resolution process.

O. Fingerprinting Certification

At County's sole discretion, Contractor certifies that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing services under this Agreement, have contact with children, will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees and/or its subcontractors, assignees, or volunteers have contact. If said employees and/or subcontractors, assignees, and volunteers have such a criminal history, they shall not have contact with children who receive services through this agreement. A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

III. Goals and Objectives

Services rendered pursuant to this Agreement shall be performed in accordance with the following goals and objectives:

A. Community Outreach and Engagement Program

Goal 1: Stronger Collaboration

Objective 1: Establish effective collaborative relationships with culturally and linguistically diverse community members to enhance the BHRS' capacity and overall system performance in addressing the needs of diverse population. The Collaboration will develop relationships by not only bringing people into behavioral health services, but by creating linkages for ongoing supports in the community.

Data collected by Contractor and provided to BHRS

Goal 2: Increased numbers of clients accessing and receiving behavioral health services

Objective 1: Contractor shall refer three hundred twenty-five (325) clients to BHRS for mental health services.

Data collected by Contractor and provided to BHRS

Goal 3: Establish strong linkages between the community and BHRS

Objective 1: The Outreach Workers/promotores/as will build linkages between community organizations and BHRS to share information, facilitate connections between people who need mental health and substance abuse services and to reduce stigma related to mental illness and alcohol and substance abuse.

Data collected by Contractor and provided to BHRS

**EXHIBIT B – PAYMENTS AND RATES
ASIAN AMERICAN RECOVERY SERVICES, INC. – NCOC
FY 2012 - 2014**

In consideration of the services provided by Contractor in Exhibit "A", County shall pay Contractor based on the following fee schedule:

I. Amount and Method of Payment

A. Community Outreach and Engagement Program Services

For services provided as described in Paragraph I.C. of Exhibit A contractor shall be paid as described following.

1. FY 2012-13

For the period of July 1, 2012 through June 30, 2013 Contractor shall be paid monthly payments of THIRTEEN THOUSAND ONE HUNDRED THIRTY-SEVEN DOLLARS (\$13,137) for personnel and operating costs as described in Paragraph I.C. of Exhibit A. The total amount due to Contractor for this period for these services shall not exceed ONE HUNDRED FIFTY-SEVEN THOUSAND SIX HUNDRED FORTY-FOUR DOLLARS (\$157,644).

2. FY 2013-2014

For the period of July 1, 2013 through June 30, 2014 Contractor shall be paid monthly payments of THIRTEEN THOUSAND ONE HUNDRED THIRTY-SEVEN DOLLARS (\$13,137) for personnel and operating costs as described in Paragraph I.C. of Exhibit A. The total amount due to Contractor for this period for these services shall not exceed ONE HUNDRED FIFTY-SEVEN THOUSAND SIX HUNDRED FORTY-FOUR DOLLARS (\$157,644).

B. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed THREE HUNDRED FIFTEEN THOUSAND TWO HUNDRED EIGHTY-EIGHT DOLLARS (\$315,288).

C. The Director of Health 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.

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

E. Monthly Reporting-change

1. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10th) working day of each month for the prior month. The invoice shall include a summary of services and charges for the month of service. In addition contractor shall provide back-up to the invoice. Such back-up shall be in the form of:
 - a. County provided service reporting form(s) ("Service Reporting Form(s)") completed by Contractor according to the instructions accompanying the Service Reporting Form(s), or
 - b. County approved form(s) which provide detailed description of services provided including but not limited to: client name, mental health ID#, service date, type of service provided and duration of service (hour/minute format).
2. 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.

- F. 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.

G. County May Withhold Payment

Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, 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 the San Mateo County Behavioral Health and Recovery Services Division of the Health Department.

- H. County anticipates the receipt of revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should planned or actual revenues be less than the amounts anticipated at the time of the signing of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Director of Health or designee
- I. 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, and this Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- J. In the event this Agreement is terminated prior to June 30, 2012, the Contractor shall be paid for services already provided pursuant to this Agreement.
- K. Cost Report
 - 1. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the expiration date of this Agreement. This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.
 - 2. If the annual Cost Report provided to County reveals that total payments to Contractor exceed the total allowable costs for all of the services rendered by Contractor to eligible clients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the Director of Health or her designee.
- L. 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 to stabilize a beneficiary with an emergency psychiatric condition.

M. Claims 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. Anytime Contractor submits a claim to the County for reimbursement for services provided under 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 _____, 200__

Signed _____ Title

Agency _____"

3. The certification shall attest to the following for each beneficiary with services included in the claim:

- a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
 - b. The beneficiary was eligible to receive services described in this Agreement at the time the services were provided to the beneficiary.
 - c. The services included in the claim were actually provided to the beneficiary.
 - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
 - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.
 - f. For each beneficiary with mental health services included in the claim, all requirements for Contractor payment authorization for mental health service were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
 - g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
4. Except as provided in Paragraph II.A. relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

N. Election of Third Party Billing Process

Contractor shall select an option for participating in serial billing of third-party payors for services provided through this Agreement through the completion of Attachment C – Election of Third Party Billing Process. The completed Attachment C shall be returned to the County with the signed Agreement. Based upon the option selected by the Contractor the appropriate following language shall be in effect for this Agreement.

1. Option One

- a. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through this Agreement. With every invoice submitted by Contractor to County, Contractor shall provide to County copies of the Explanation of Benefits or other remittance advice for every third-party payment and/or denial of such third-party payments for each such invoice. The County may withhold payment to Contractor for any and all services for which this required proof of third-party payments and/or denials of such payments is not provided. County may deduct from its payments to Contractor the amount of any such third-party payment. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement.
- b. Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and in subsequent annual updates for all clients who receive services through this Agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due with the first invoice of the Agreement for services provided to said clients.

2. Option Two

- a. Contractor shall provide information to County so that County may bill applicable other third-parties before billing Medi-Cal for services provided by Contractor through this Agreement. The County may withhold payment to Contractor for any and all services pending notification or receipt of such third-party payments or denials of such payments. County may deduct from its payments to Contractor the amount of any such third-party payment. To the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement.
- b. Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due with the first invoice of the Agreement for services provided to said clients.

ATTACHMENT E

FINGERPRINTING CERTIFICATION

Contractor hereby certifies that 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. If said employees and/or subcontractors, assignees, and volunteers have such a criminal history, they shall not have contact with children who receive services through this Agreement.

Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement: (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 a children (Penal 11105.3).

Asian American Recovery Services, Inc.
Name of Contractor


Signature of Authorized Official

Tony Duong
Name (please print)

Deputy Director
Title (please print)

1/8/13
Date

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.

Mary cheney, HR Director
Name of 504 Person - Type or Print

Asian American Recovery Services, Inc.
Name of Contractor(s) - Type or Print

1115 Mission Road
Street Address or P.O. Box

South San Francisco, CA 94080
City, State, Zip Code

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

[Signature]
Signature

Tomy Duong, Deputy Director
Title of Authorized Official

1/8/13
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."