

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
VOICES OF RECOVERY SAN MATEO COUNTY**

THIS AGREEMENT, entered into this _____ day of _____ ,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called
"County," and VOICES OF RECOVERY SAN MATEO COUNTY, 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 treatment and prevention, and early intervention 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 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 ONE HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$197,500).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2013 through June 30, 2014.

This Agreement may be terminated by Contractor, the Chief of the Health System or his/her 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 I 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, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, 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. 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.

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.

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 Contractor 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 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:
Voices of Recovery San Mateo County
400 Harbor Boulevard, Building E
Belmont, CA 94002

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.

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

SIGNATURE PAGE TO FOLLOW

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

VOICES OF RECOVERY SAN MATEO COUNTY

Raymond Mills
Contractor's Signature

Date: May 23, 2013

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

EXHIBIT A – SERVICES
VOICES OF RECOVERY SAN MATEO COUNTY
FY 2013 – 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

A. Recovery Support Services

1. Voices of Recovery San Mateo County (VORSMC) will operate as an independent organization for recovery support services. Contractor shall provide recovery support services and other duties as assigned. In addition, Contractor shall provide a work plan of these services as approved by the Director of Behavioral Health and Recovery Services (BHRS). Such services shall be in collaboration with the San Mateo County recovering community, clients, Alcohol and Other Drug (AOD) providers, and San Mateo County AOD staff. Any changes to services, or outreach and educational activities, described herein must be approved by the Director of BHRS or designee.
2. Target Population will include individuals and family members who are interested in or seeking, long term recovery from substance abuse disorders.
3. Services shall be provided as described below in a manner consistent with the terms and conditions of this Agreement.
 - a. Administrative
 - i. Contractor shall implement a three-year strategic plan for operation and continued development.
 - ii. Organizational plan shall include cultural infrastructure and environmental aspects that will foster the development and promote the mission of VORSMC to provide quality recovery support services.
 - iii. Contractor shall maintain a Board of Directors that meets the needs of the By-laws of the agency.
 - b. Training
 - i. Staff training plan for the delivery of services, fiscal and administrative systems and procedures.
 - ii. Contractor shall provide oversight management and training needs in partnership with BHRS.

- c. Recruitment/Outreach
 - i. Recruitment, training, and management plan for VORSMC volunteers and participants
 - ii. Outreach plan that includes the identifying of new participants/volunteers.
- d. Supervision
 - i. Provide the staffing needs for the management and supervision of all the center services and volunteers.
- e. Program Schedule
 - i. A minimum of one (1) peer-led support group per week promoting wellness in Recovery.
 - ii. Provide monthly social activities for the recovery community.
 - iii. Provide center activities a minimum average of two (2) days per week. Activities can include, training, outreach planning and VORSMC committee meetings.
 - iv. A schedule of program activities and an unduplicated count of participants shall be reported on a monthly basis.
- f. Registration
 - i. VORSMC will have a registration procedure for each member. Registration information will include the following:
 - 1) Member name
 - 2) Family member(s) name(s), address, and phone number for each name
 - 3) Emergency contact information for each name
 - 4) Referral source (agency, staff name and phone number if available)
 - 5) Race and/or ethnicity
 - 6) Preferred language(s) spoken
 - ii. All services shall be culturally and linguistically appropriate for the diverse cultural communities of the County.

B. Criminal Justice Realignment

1. A VORSMC staff member will meet with Service Connect Consumers at 400 County Center, Redwood City, at a designated time to recruit VORSMC participants. This meeting will be held once a week, for up to two (2) hours.
2. Contractor will conduct weekly WRAP group sessions with eight (8) to ten (10) realignment participants. Each WRAP group session will run for a nine (9) to ten (10) week cycle.
3. Contractor will be responsible for conducting four (4) WRAP cycles and each WRAP cycle will run for nine (9) to ten (10) weeks. Contractor will identify a minimum of twenty-five (25) participants with completed individualized WRAP plans.
4. Contractor will be available to consult with Service Connect staff to develop outreach strategies for engaging realignment participants in WRAP planning.
5. Contractors goals will assume adequate access to the realignment population for purposes of recruitment.

C. Health and Wellness Groups/Support/Activities in Collaboration with Total Wellness

Services shall be provided under the direction and supervision of the Executive Director of VORSMC. The Executive Director will meet monthly with the Total Wellness Unit Chief to ensure communication and coordination of services.

1. Training
 - a. The Executive Director and at least three (3) VORSMC staff will complete Health and Wellness formal training and/or WRAP facilitator training.
 - b. VORSMC staff will participate in regular monthly consultation meetings.
 - c. Training will include tobacco education, healthy eating, and physical exercise.
2. Wellness Services at BHRS Sites

- a. Contractor will hire, ensure training, and supervise VORSMC employees (Wellness Coaches) who will work at BHRS service sites in collaboration with the Total Wellness program (TW).
- b. Contractor will provide seventeen (17) hours of direct service per week by the wellness coaches at Central County and South County for the term of the Agreement. Specific times and dates will be arranged through mutual agreement.
- c. Contractor will provide (2) hours of supervision meeting for each wellness coach per week by VORSMC Executive Director or his designated supervisor.
- d. Assignments for the Wellness Coach may include: wellness calls, reminder calls, individual coaching or group WRAP support, Health and Wellness group activity, set up and clean up, assistance with food fairs and education forums, walking groups, cooking classes, and other social or education groups and activities.
- e. Specific on-site work assignments can be given to VORSMC Wellness Coaches by TW Supervisors and Nurses.
- f. Job duties and performance expectations and concerns are as follows:
 - i. Potential concerns or problems need to be discussed by the VORSMC Executive Director and TW Unit Chief.
 - ii. The Executive Director of VORSMC will have the sole responsibility of reviewing performance and personnel issues of the Voices of Recovery Wellness Coaches with input and recommendations from TW Unit Chief.
 - iii. BHRS reserves the right to request the VORSMC Executive Director to replace a Wellness Coach. All attempts will be made to give the VORSMC Executive Director at least fourteen (14) days notice of a serious concern with a Health and Wellness Coach.

3. Health and Wellness Groups and Activities

- a. Contractor will provide additional Health and Wellness activities, education and support groups at the VOCSMC office to its members twice per week, totaling one hundred and four (104) health and wellness group activities per year.
- b. Each group or activity will follow a practice based model of WRAP or Health Education, or be guided by established health education practice.
- c. Groups will be facilitated by two (2) VORSMC staff, one (1) of whom is a trained WRAP facilitator or a Health and Wellness model graduate.
- d. A schedule of these groups must be distributed monthly and be made available to the Total Wellness Unit Chief with the monthly invoice.
- e. Attendance for these group activities must be recorded and distributed to the Total Wellness Unit Chief with the monthly invoice.
- f. An Ash Thinkers group series will be conducted quarterly at the VORSMC site, and a total of four (4) such group series will be provided in FY 2013-14. Each series is composed of six (6) one (1) hour sessions. These groups will be facilitated by one (1) VORSMC staff and one (1) Total Wellness contracted coach/staff; fifty percent (50%) of these group participants shall be enrolled in the Total Wellness program.

4. Health and Wellness Coordinator

- a. Contractor will hire one (1) part-time staff to coordinate all health and wellness activities that are co-sponsored by Total Wellness and VORSMC. The coordinator will carry out the following functions including but not limited to recruitment, marketing of the health and wellness groups and activities, tracking and evaluating the on-going needs and effectiveness of these wellness activities, as well as managing the related logistics and operations of these activities such as billing and invoicing.

- b. The coordinator will be responsible for all health and wellness activities including but not limited to WRAP, smoking cessation, weight management and exercises, nutrition groups, etc. for the VORSMC members (who may also be Total Wellness members) under the supervision of the VORSMC Executive Director.
- c. The coordinator will participate in health and wellness trainings that are also provided to all Total Wellness VORSMC coaches. In addition, the coordinator will co-facilitate Total Wellness' health and wellness groups whenever such a need arises as a result of any VORSMC coaches' absenteeism.
- d. The coordinator will serve as liaison between VORSMC and Total Wellness, which include but not limited to, attending planning meetings, training, coaching activities, etc. In addition, the coordinator will also serve as a liaison between VORSMC and other community based organizations on an as-needed basis.
- e. The coordinator will assist the VORSMC's Executive Director in day-to-day administrative and operational functions at VORSMC site under the supervision of the VORSMC Executive Director. These administrative functions may include, but not limited to, report writing, composing correspondences, purchase requisition and office supply ordering, billing and invoicing, etc.
- f. The coordinator reports directly to VORSMC Executive Director. The Total Wellness Unit Chief will participate in the interview and hiring process for this position, as well as provide on-going feedback to VORSMC Executive Director regarding the performance of the coordinator. VORSMC Executive Director holds the sole responsibility of the hiring and dismissing, if needed.

II. ADMINISTRATIVE AND REPORTING REQUIREMENTS

- A. Contractor shall report monthly progress, and will be included with the monthly invoice for payment. Such reporting shall be submitted as follows to the Health Services Manager at pnannizzi@smcgov.org, pending approval of payment. Reporting shall include the following:
 - 1. Outreach plan identifying new participants/volunteers.

2. Detailed description of educational, outreach and peer support groups promoting wellness and recovery.
3. Provide monthly the number of social activities and a detailed description of social activities for the recovery community.
4. Detailed description of center schedule and activities.
5. Provide a monthly schedule of program activities and an unduplicated count of participants shall be reported on a monthly basis.

B. Record Retention

Paragraph 13 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of 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. This rule does not supersede professional standards (Contractor is allowed to maintain records for a longer period of time if required by other regulations or licenses).

C. Administering Satisfaction Surveys

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

D. 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 650-573-2714 or jafrica@smcgov.org

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. Implementation of policies and practices that are related to promoting diversity and cultural competence;
 - 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.

E. Program Attendance

Contractor shall keep records for all services offered. Contractor shall provide to County the total number of participants in all programs/activities monthly, as well as an unduplicated count of participants in programs/services monthly.

F. Documentation of Services

Contractor shall provide all pertinent documentation required for state and federal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). Documentation shall be completed in compliance with the BHRS Policies & Documentation Manual (as defined in Paragraph II. of this Exhibit A) which is located online at: <http://smchealth.org/SOCMHContractors>, and is incorporated by reference herein. Documentation for AOD services shall be in compliance with the Alcohol and Other Drug Services Provider Handbook which is located online at <http://www.aodsystems.com/SMC/Index.htm>, and is incorporated by reference herein.

G. Ineligible Employees

BHRS requires that contractors identify the eligibility status of employees, interns or volunteers prior to hiring and on an annual basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting form, Policy #93-11) should a current employee, intern or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns and volunteers by using the following websites:

1. Office of Inspector General

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. Department of Health Care Services

Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Care Services (DHCS) 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.

H. Advance Directives

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

I. Beneficiary/Patient's Rights

Contractor will comply with County policies and procedures relating to beneficiary/patient's rights and responsibilities as referenced in the agreement Section 10. Compliance with laws; payment of Permits/Licenses.

J. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the BHRS 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.

K. Fingerprint Compliance

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 or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children or individuals 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 or others who receive services through this agreement. Fingerprint information received from the Department of Justice (DOJ) shall be retained or disposed of pursuant to DOJ directive.

L. Staff Termination

Contractor shall inform County, in a timely fashion, when staff have been terminated. BHRS requires prompt notification to be able to terminate computer access and to safeguard access to electronic medical records by completing the BHRS Credentialing form.

M. Minimum Staffing Requirements

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

N. Contractor will submit an outreach plan no later than January 1, 2014.

III. GOAL AND OBJECTIVES

Goal 1: Increase client participation in peer support/recovery activities.

Objective 1: Contractor shall increase unduplicated attendance to peer support/recovery activities ten percent (10%).
Data collection to be completed by Contractor.

Goal 2: Outreach to referral agencies such as, but not limited to, Probation Department, specialty courts, NAMI and other agencies.

Objective 2: Contractor shall present at least ten (10) different referral agencies within one (1) year by attending staff meetings or presenting to program coordinators or supervisors.

EXHIBIT B – PAYMENTS AND RATES
VOICES OF RECOVERY SAN MATEO COUNTY
FY 2013 – 2014

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

I. PAYMENTS

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

A. Maximum Obligation

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

In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed ONE HUNDRED NINETY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$197,500).

B. Recovery Support Services

Contractor shall be paid one-twelfth ($1/12^{\text{th}}$) of the total obligation per month or EIGHT THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS AND THIRTY-THREE CENTS (\$8,333.33), not to exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000.00).

C. Criminal Justice Realignment

Contractor shall be paid one-twelfth ($1/12^{\text{th}}$) of the total obligation per month or THREE THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS (\$3,125.00), not to exceed THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$37,500.00).

D. Health and Wellness

For Health and Wellness Services as described in Paragraph C of Exhibit A, County shall be obligated to pay a maximum of SIXTY THOUSAND (\$60,000) for the term of the Agreement.

1. Contractor shall be reimbursed at a rate of TWENTY-ONE DOLLARS AND FIFTY CENTS (\$21.50) per hour, for a maximum of twenty-two (22) hours per week, not to exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000) for the Wellness Coordinator.
 2. Contractor shall be reimbursed at a rate of FIFTEEN DOLLARS (\$15) to EIGHTEEN DOLLARS (\$18) per hour including a ten percent (10%) administrative fee, not to exceed TWENTY-TWO THOUSAND DOLLARS (\$22,000) for the Wellness coaches.
 3. Contractor shall be paid at a rate of ONE HUNDRED DOLLARS (\$100) per Wellness Group/Activity, not to exceed THIRTEEN THOUSAND DOLLARS (\$13,000).
 4. Contractor shall submit a monthly invoice to include a summary of charges for the month of service that include both the Wellness coaches and the Wellness Groups/Activities.
- E. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
- F. Contractor will submit to County a final/year-end Cost Report no later than August 20, 2014 for fiscal year 2013 – 2014.
- G. 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.
- H. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
- I. In the event this Agreement is terminated prior to June 30, 2014, 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.

- J. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.

- K. Monthly Invoice and Reporting

Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. Payment by County to Contractor shall be monthly. Claims that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims that are received one hundred eighty (180) days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Provider Handbook. Claims and reports are to be sent to:

Claims and reports are to be sent to:

County of San Mateo
Behavioral Health and Recovery Services
BHRS – AOD Analyst
400 Harbor Blvd., Building E
Belmont, CA 94002

- L. 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.
- M. 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.

- N. 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 either 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.

O. Beneficiary Billing

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

P. Invoice Certification and Program Integrity

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

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

"Under the penalty of perjury under the laws of the State of California, I hereby certify that this invoice 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.

Ray Mills

Name of 504 Person - Type or Print

Voices of Recovery San Mateo County

Name of Contractor(s) - Type or Print

400 Harbor Boulevard, Building E

Street Address or P.O. Box

Belmont, CA 94002

City, State, Zip Code

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

Raymond Mills

Signature

Executive Director

Title of Authorized Official

May 23, 2013

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."