

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
ASIAN AMERICAN RECOVERY SERVICES, INC.**

THIS AGREEMENT, entered into this _____ day of _____ ,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called
"County," and Asian American Recovery Services, Inc., 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 providing outpatient mental health 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 C—Election of Third Party Billing Process

Attachment D—Payor Financial Form

Attachment E—Fingerprinting 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 TWO HUNDRED SIXTY-EIGHT THOUSAND SIX HUNDRED FORTY-TWO DOLLARS (\$268,642).

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 Department/Division 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 Department/Division 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.

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

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.

16. Notices

Any notice, request, demand, or other communication required or permitted hereunder shall be deemed to be properly given when deposited in the United States mail, postage prepaid, or when deposited with a public telegraph company for transmittal, charges prepaid, addressed to:

In the case of County, to:

San Mateo County
Behavioral Health and Recovery Services Division
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: 6/4/13

Long Form Agreement/Non Business Associate v 6/28/06

**EXHIBIT A – SERVICES
ASIAN AMERICAN RECOVERY SERVICES, INC.
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

Contractor shall provide school-based mental health services and outpatient mental health services under the San Mateo County Mental Health Managed Care Plan (MHP). 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. The San Mateo County Mental Health Services Documentation Manual ("County Documentation Manual") is included herein by reference. To the extent that there is inconsistency between a provision in the County Documentation Manual and this Agreement, the provisions in the County Documentation Manual shall prevail. Contractor shall provide the following services.

A. School-Based Mental Health Services

1. Contractor shall provide Mental Health Services ("Mental Health Services"), Case Management ("Case Management"), and Indirect Services ("Indirect Services") (as each is described in Paragraphs I.A.2., I.A.3., and I.A.4. respectively) to students at risk for serious emotional disturbance who are not eligible for special education/Chapter 26.5/Individualized Education Plan (IEP), and who are at middle school(s) in San Mateo County ("School-Based Mental Health Services"). Services shall be provided per the following:
 - a. Contractor shall incorporate the Forty-One (41) Developmental Assets into program treatment goals, individual goals and family goals. The work of clinicians and family partners will target achieving developmental assets mutually agreed upon by County and Contractor.
 - b. The services will continue to be provided at Thomas R. Pollicita Middle School (TRP) in South San Francisco and Parkway Heights Middle School (PH) in Daly City.
 - c. Referrals for these services shall be made by either the local school districts or by the County.

- d. Services shall be provided using evidence-based practices (EBP) including trauma focused cognitive behavioral therapy (CBT), with a primary focus on the provision of group services and the utilization of a family centered approach.
- e. Services will be provided by the following staff:
 - i. licensed clinician(s) or licensed eligible clinician(s) who are experienced providing services in culturally diverse communities. Preferably clinician(s) will be bi-lingual, and fluent in the non-English language predominate at the selected middle school(s) where services will be provided. The above notwithstanding, a minimum of one clinician will be Spanish speaking.
 - ii. family partners will provide outreach services, rehabilitation services and case management. Family partners will be bi-lingual, and fluent in the non-English language predominate at the selected middle school(s) where services will be provided.
- f. Contractor will work to develop a strong partnership with the school administration and teachers at the particular middle school(s).
- g. Contractor will provide services year-round at times that are convenient and comfortable to the clients and their families such as in the evenings as well as during the school-day.
- h. Contractor will provide services on the middle school's campus(es), in-home(s), and/or at location(s) convenient and comfortable to the clients and their families.
- i. Contractor shall provide mental health services and/or case management for each client referred for these services by either the local school districts or by the County, and to the extent medically necessary.
- j. The monthly invoice for mental health services and case management must be supported by clinical documentation to be considered for payment. Mental health services shall be reimbursed by minutes of service.

- k. It is anticipated that:
 - i. Contractor will operate at two (2) school sites,
 - ii. During the school year Contractor will carry a case-load of approximately fourteen (14) clients at a time per site.
 - iii. During the school year Contractor will provide approximately twenty hours (20) of mental health services as described in Paragraphs I.A.2 and I.A.3. per week per site, and
 - iv. During the school year Contractor will provide approximately three and one-half (3 ½) hours of Indirect service as described in Paragraph I.A.4. per week per site.
 - v. During the summer Contractor will provide individual and group treatment services, and prevention activities for school client populations.

2. Mental Health Services

- a. Individual Therapy: Individual Therapy are those therapeutic interventions consistent with the client's goals that focus primarily on symptom reduction as a means to improve functional impairments.
- b. Group Therapy: Group Therapy are those therapeutic interventions for more than one client that focuses primarily on symptom reduction as a means to improve functional impairments. It may include group family therapy when families of two or more clients are present and the client is not present.
- c. Collateral Services: Collateral Services consists of contact with one or more family members and/or significant support persons (when the client is not present) which may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the client's condition and involving them in service planning and implementation of service plan(s).

- d. **Family Therapy:** Family Therapy consists of contact with the client and one or more family members and/or significant support persons. Services shall focus on the care and management of the client's mental health conditions within the family system.
- e. **Rehabilitation Services:** Rehabilitative Services may include any or all of the following:
 - i. Assistance in restoring or maintaining a client's functional skills, daily living skills, social skills, grooming and personal hygiene skills, meal preparation skills, medication education and compliance, and skills in resource utilization.
 - ii. Training needed for client and family to achieve the client's desired results and personal milestones.
- f. **Plan Development:** Plan Development may consist of the following:
 - i. When staff develop Client Plans (as such term is described in Paragraph I.A.5.), approve Client Plans, and/or monitor a client's progress. Such activities may take place with the client to develop a Client Plan or discuss the overall or program goals, with a client or family member and/or significant support persons to obtain signatures on the Client Plan, and, if needed, have the Client Plan reviewed and signed by a licensed/waivered/registered clinician.
 - ii. When staff meet to discuss the client's clinical response to the Client Plan or to consider alternative interventions.
 - iii. When staff communicates with other professionals to elicit and evaluate their impressions (e.g. probation officer, teachers, social workers) of the client's clinical progress toward achieving their Client Plan goals, their response to interventions, or improving or maintaining client's functioning.
- g. **Assessment:** Assessment consists solely of the annual assessment required by County to reassess a client for eligibility for mental health treatment.

3. Case Management

Case Management Services are activities that are provided by Contractor's staff to access medical, educational, social, prevocational, vocational, rehabilitative, or other needed services for eligible clients. Services may include the following:

- a. Linkage and Coordination - the identification and pursuit of resources including, but not limited to, the following:
 - i. Inter- and intra-agency communication, coordination, and referral, including reports to CPS.
 - ii. Monitoring service delivery to ensure an individual's access to service and the service delivery system.
 - iii. Linkage, brokerage services focused on transportation, housing, or finances.
- b. Placement Services Supportive assistance to the individual in the assessment, determination of need, and securing of adequate and appropriate living arrangements including, but not limited to, the following:
 - i. Locating and securing an appropriate living environment,
 - ii. Locating and securing funding,
 - iii. Pre-placement visit(s),
 - iv. Negotiation of housing or placement contracts,
 - v. Placement and placement follow-up,
 - vi. Accessing services necessary to secure placement.

4. Indirect Services

Indirect services ("Indirect Services") shall include any or all of the following:

- a. Contractor meeting with school staff to introduce the School-Based Mental Health Services program.
- b. Contractor meeting with school staff to provide training regarding access and/or procedures regarding the School-Based Mental Health Services program.

- c. Contractor meeting with school staff to provide training regarding de-stigmatizing mental health problems and how to engage students and families needing assistance.
- d. Contractor providing other school-based services that directly pertain to the School-Based Mental Health Services program, but that are not Mental Health Services as described in Paragraph I.A.2. nor Case Management as described in Paragraph I.A.3.

5. Documentation

Each youth will have an individualized client treatment plan ("Client Plan") developed by a licensed, waived or registered staff member.

- a. Client Plans will:
 - i. Be provided to the Deputy Director or her designee within thirty (30) days of being admitted for Services;
 - ii. Be updated at least annually and are due to the Deputy Director or her designee during the calendar month prior to the anniversary date or on the anniversary date of the client's entry into the County system;
 - iii. Have specific observable and/or specific quantifiable goals;
 - iv. Identify the proposed type(s) of intervention;
 - v. Have a proposed duration of intervention(s); and
 - vi. Be signed (or electronic equivalent) by:
 - 1) The person providing the Service(s), or
 - 2) A person representing a team or program providing Services, or
 - 3) When the Client Plan is used to establish that Services are provided under the direction of an approved category of staff, and if the above staff are not of the approved category, by a:
 - a) Physician,
 - b) Licensed/registered/waivered psychologist,
 - c) Licensed/registered/waivered social worker,
 - d) Licensed/registered/waivered MFT, or

- e) Registered nurse who is either staff to the program or the person directing the Services.

b. Client Progress Notes

Daily progress notes on activities which must be signed (or electronic equivalent) by a:

- i. Physician,
- ii. Licensed/registered/waivered psychologist,
- iii. Clinical social worker,
- iv. MFT,
- v. Registered nurse who is either staff to the program or the person directing the Services, or
- vi. Family partner.

B. Mental Health Services (authorized by the MHP)

Contractor shall provide services for clients under the MHP. These services shall be provided to Medi-Cal eligible beneficiaries, clients who are covered by the Healthy Families Program, Health Kids Program, HealthWorx, and clients known to be uninsured, for whom the MHP has assumed responsibility.

- 1. All clients shall be authorized for service by the Behavioral Health and Recovery Services Division's ACCESS Team.
- 2. Services shall include the following:
 - a. Assessment Services
 - b. Treatment Services:
 - i. Brief Individual, family, and group therapy services
 - ii. Collateral services, including contact with family and other service providers
- 3. Reporting
 - a. Contractor shall provide the County with complete outreach forms monthly for scanning into BHRS database. In the event that Contractor does not use BHRS outreach forms, Contractor shall provide monthly electronic file containing:
 - i. count of outreach contacts
 - ii. ethnicity of people contacted
 - iii. language of people contacted

- iv. location of outreach activities
- v. number of referrals to BHRS
- vi. Referral Process

Contractor shall work with County to develop a referral procedure document to guide all NCOC partners in making referrals to BHRS.

C. Community Outreach and Engagement Services

Contractor and Family Partners shall engage in Community Outreach and Engagement and Collaboration with BHRS funded by the Mental Health Services Act. The program will build bridges between organizations and members of ethnic, cultural and linguistic populations that experience health disparities and may benefit from specific engagement strategies that facilitate welcoming and retention of services.

1. Partner Responsibilities

- a. Increase the number of individuals and families enrolled in insurance (ex. Medi-Cal, ACE, etc.).
- b. Increase the number of clients receiving behavioral health services within the system of care.
- c. Implement and/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 collaboration among various providers in the communities surrounding and Thomas R. Pollicita Middle School (TRP) in South San Francisco and Parkway Heights Middle School (PH) in Daly City.
- 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. Increase behavioral health capacity by providing basic psycho- educational activities (ex. parenting groups, WRAP groups, domestic violence support groups) to middle school community members and their families.

- g. Develop culturally sensitive educational materials on behavioral health issues that are balanced with the literacy needs of the target population.
- h. Develop a document of lessons learned as well as effective strategies from outreach and engagement efforts for the identified community groups.

2. Staffing

- a. Family partners/Outreach Workers staffing aims to increase existing outreach efforts to incorporate linkage to BHRS when appropriate. Staffing should be racially/ethnically, culturally and linguistically comparable to the target community served to support increased engagement of underserved linguistic and cultural groups. While Outreach Workers/*promotores/as* will ideally have (or have family members who have) experience with the mental health system, the most important qualification for Outreach Workers/*promotores/as* is experience working in their communities.
- b. Family partners/Outreach Workers will become highly familiar with behavioral health resources and criteria for referral so that they can function as not only community liaisons, but also as extenders of behavioral health services where appropriate.
- c. Family partners/Outreach Workers will give presentations and distribute information about how to access services and personally assist or link potential clients in taking steps to connect with behavioral health services.
- d. Family partners/Outreach Workers will collaborate with the Access Team and North County regional clinic in carrying out outreach activities and linking individual clients/families.

3. Population to be Served

The focus of this particular outreach and engagement will be the Filipino, Chinese, Latino, Pacific Islander and LGBTQ individuals and families belonging to middle schools in the communities surrounding TRP in SSF and PH in Daly City

4. Reporting

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

D. Community Capacity Building

1. Contractor shall designate one (1) - .10 FTE staff member, to facilitate the Parent Project, support the Pacific Islander Initiative, and participate in cultural competence efforts within BHRS.
2. Contractor shall designate one (1) - .10 FTE to serve as Co-Chairman of the Pride Initiative and participate in cultural competence efforts within BHRS.

II. ADMINISTRATIVE REQUIREMENTS

- A. Paragraph 13 of the Agreement and Paragraph I.O.4 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. 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).

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

D. Licensing Reports

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. Documentation

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. Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state

regulation applicable to reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes).

- F. Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.
- 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. California Department of Healthcare Services (DHCS)

Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Healthcare 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/part1bullet1.asp>

H. Hours of Operation

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.

I. Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the Mental Health Compliance Plan and Code of Conduct. These documents are available at www.sanmateo.networkofcare.org/mh by following the links: "For Providers" to "Service Provider Forms and Documents." 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

J. Credentialing

Contractor is responsible for implementing a process to verify, at time of employment, the credentials of its clinical staff (or obtain a waiver). All clinical personnel must comply with HIPAA regulations to obtain a National Provider Identifier (NPI) number. The license and NPI information shall be reported to the County through the completion of a County provided credentialing form and submitted to the BHRS Quality Management team. Thereafter, on a yearly basis, Contractor is responsible to conduct a re-credentialing check verifying the NPI number, and ensure that qualification standards have been met and all applicable licenses are current.

K. Advance Directives

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

L. Beneficiary 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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 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. A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

R. 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.

III. GOALS AND OBJECTIVES

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

A. School-Based Mental Health Services

Goal: To enhance clients' and parents or other caregivers' satisfaction with the services provided.

Objective: At least ninety percent (90%) of respondents will agree or strongly agree that they are satisfied with services received.

Data to be collected by County.

B. Mental Health Services (Authorized by MHP)

Goal 1: Contractor shall avoid more intensive levels of mental health services for clients.

Objective 1: Ninety percent (90%) of clients shall maintain current or lower level of care.

Contractor and County shall collect data on outcome of mental health services.

Goal 2: All clients receiving at least three (3) treatment services will be administered a satisfaction survey provided by the MHP.

Objective 1: Ninety percent (90%) of clients responding shall be satisfied with service as measured by client satisfaction instrument administered by the MHP.

County shall collect data.

C. Community Outreach and Engagement Program

Goal 1: Contractor shall provide mental health information and education services to three hundred (300) youth and families in the communities being served.

Objective 1: Contractor shall document mental health information and education services provided to three hundred (300) youth and families in the communities being served.

Data collected by Contractor and provided to BHRS

Goal 2: Contractor shall increase access to mental health, health, housing and other social services.

Objective 1: Contractor shall refer three hundred twenty-five (325) youth and families in the communities being served.

Data collected by Contractor and provided to BHRS

**EXHIBIT B – PAYMENTS AND RATES
ASIAN AMERICAN RECOVERY SERVICES, INC.
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. PAYMENT

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3. ("Payments") of this Agreement, County shall pay Contractor in the manner described below, except that any and all payments shall be subject to the conditions contained in this Agreement.

A. School-Based Mental Health Services

1. For Mental Health Services described in Paragraph I.A.2. County shall pay Contractor at the rate of ONE DOLLAR AND NINETY-ONE CENTS (\$1.91) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph II.N.
2. For Case Management described in Paragraph I.A.3. County shall pay Contractor at the rate of ONE DOLLAR AND NINETY-ONE CENTS (\$1.91) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph II.N.
3. For Indirect Services described in Paragraph I.A.4. County shall pay Contractor at the rate of ONE DOLLAR AND THREE CENTS (\$1.03) per minute.
4. Payment shall be made on a monthly basis upon County's receipt of the following:
 - a. An invoice,
 - b. All required documentation adhering to Medi-Cal guidelines,
 - c. Documentation for each minute of service, and
 - d. Documentation relating to each appropriate authorization.

5. Payment - School-Based Mental Health Services

In no event shall County pay or be obligated to pay Contractor more than the sum of ONE HUNDRED EIGHTY-THREE THOUSAND SIX HUNDRED FORTY-TWO DOLLARS (\$183,642) for services rendered as described in Section I.A. of Exhibit A of this Agreement.

B. Mental Health Services (authorized by the MHP)

1. Rates

- a. Assessment Services (non-MD): An assessment shall consist of at least one (1) face-to-face visit conducted by a licensed, waived, or registered mental health professional.

Service Type	Rate
90791 Assessment, per case	\$124.00

- b. Treatment Services (non-MD): Treatment services shall consist of face-to-face services with client or collateral (except for authorized telephone consultation) and be conducted by a licensed, waived, or registered mental health professional.

Service Type	Rate
90834 Individual Therapy, per session, up to one hour	\$88.00
90853 Group Therapy, per person, per session	\$29.00
90847 Family Therapy, one hour, includes all members, up to one hour	\$90.00
90887 Collateral, per session, up to one hour	\$59.00
X8255 Clinical Consultation (Telephone), 15 min.	\$12.00

2. Payment - Mental Health Services (authorized by the MHP)

In no event shall County pay or be obligated to pay Contractor more than the sum of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) for services rendered as described in Section I.B. of Exhibit A of this Agreement.

C. Community Outreach and Engagement Services

In no event shall County pay or be obligated to pay Contractor more than the sum of SIXTY THOUSAND DOLLARS (\$60,000) for services rendered as described in Section I.C. of Exhibit A of this Agreement. Unless otherwise authorized by the Chief of the Health System or the Chief's designee, the rate of payment by County to Contractor shall be one-twelfth (1/12) of the total or FIVE THOUSAND DOLLARS (\$5,000) per month for the term of the Agreement

D. Contract Maximum

In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed TWO HUNDRED SIXTY-EIGHT THOUSAND SIX HUNDRED AND FORTY-TWO DOLLARS (\$268,642) for all combined services.

E. Amendments

The Chief of the Health System 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.

F. Modifications

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.

G. Ongoing Services

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.

H. Monthly Reporting

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.

I. Disallowances

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.

J. 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.

K. Change in Revenue

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

L. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, 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.

M. Termination

In the event this Agreement is terminated prior to June 30, 2014, the Contractor shall be paid for services already provided pursuant to this Agreement.

N. 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.

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 to stabilize a beneficiary with an emergency psychiatric condition.

P. 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 Care Services; the Medi-Cal Fraud Unit; California; 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.

Q. 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 C
Election of Third Party Billing Process

San Mateo County Behavioral Health and Recovery Services is required to bill all other insurance (including Medicare) before billing Medi-Cal for beneficiaries who have other coverage in addition to Medi-Cal. This is called "serial billing." All claims sent to Medi-Cal without evidence of other insurance having been billed first will be denied.

In order to comply with the serial billing requirement you must elect which of the two following options to use in our contract with you. In either case, you will need to establish the eligibility of your clients through the completion of the standard form (Payor Financial Form) used to collect this information. Please select and complete one of the two options below:

Option One

Our agency will bill other insurance, and provide San Mateo County Behavioral Health and Recovery Services (SMCBHRS) with a copy of the Explanation of Benefits provided by that insurance plan before billing SMCBHRS for the remainder.

We _____ (agency name) elect option one.

Signature of authorized agent

Name of authorized agent

Telephone number

Option Two

Our agency will provide information to San Mateo County Behavioral Health and Recovery Services (SMCBHRS) so that SMCBHRS may bill other insurance before billing Medi-Cal on our agency's behalf. This will include completing the attached client Payor Financial Form and providing it to the SMCBHRS Billing Office with the completed "assignment" that indicates the client's permission for SMCBHRS to bill their insurance.

We Asian American Recovery Services, Inc. (agency name) elect option two.



Signature of authorized agent

Tony Duong

Name of authorized agent

650-243-7874

Telephone number

Please note if your agency already bills private insurance including Medicare for services you provide, then you must elect Option One. This is to prevent double billing. Please return this completed form to:

Doreen Avery, Business Systems Manager
Behavioral Health and Recovery Services
225 37th Avenue
San Mateo, CA 94403
(650) 573-2284

Attachment D - Payor Financial Form

AGENCY NAME:			
Client's Last Name/MH ID # (if known)	First Name	M.I.	Alias or other names Used
Client Date of Birth	Undocumented? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, Social Security Number (Required)		26.5 (AB3632) <input type="checkbox"/> Yes <input type="checkbox"/> No IEP (SELPA) start date
Does Client have Medi-Cal? <input type="checkbox"/> Yes <input type="checkbox"/> No Share of Cost? <input type="checkbox"/> Yes <input type="checkbox"/> No Client's Medi-Cal Number (BIC Number)?			
Please attach copy of MEDS Screen If client is Full scope Mcal, skip the remaining sections of this form and fax to MIS/Billing Unit - 573-2110			
Is Client Potentially Eligible for Medi-Cal Benefits? <input type="checkbox"/> Yes <input type="checkbox"/> No Client Referred to Medi-Cal? <input type="checkbox"/> Yes, give date: <input type="checkbox"/> No			
Is this a Court-ordered Placement? <input type="checkbox"/> Yes <input type="checkbox"/> No			
Does Client have Medicare? <input type="checkbox"/> Yes <input type="checkbox"/> No If yes, please check all that apply <input type="checkbox"/> Part A <input type="checkbox"/> Part B <input type="checkbox"/> Part D (effective 1/1/06)			
What is the Client's Medicare Number?			
Responsible Party's Information (Guarantor):			
Name		Phone	Relationship to Client <input type="checkbox"/> Self
Address		City	State Zip Code
<input type="checkbox"/> Refused to provide Financial Information and will be charged full cost of service.			

FINANCIAL ASSESSMENT - Annual UMDAP (Uniform Method of Determining Ability to Pay)

To determine family's UMDAP liability, please list any other family members currently being seen by Behavioral Health and Recovery Services:

Gross Monthly Income (include all in the Household) A. Self\$ B. Parents/Spouse/Domestic Partner\$ C. Other\$ Number of Persons Dependent on Income	Allowable Expenses A. Court Ordered Monthly Obligation \$ B. Monthly Child Care Payments (Only if Necessary for Employment) \$ C. Monthly Dependent Support Payments \$ D. Monthly Medical Expense Payments \$ E. Monthly Mandated Deductions for Retirement Plan (Do not include Social Security)\$ F. Housing Cost (Mortgage/Rent) \$
Asset Amount (List all liquid assets) A. Savings\$ B. Checking\$ C. Stocks\$	

3rd Party HEALTH INSURANCE INFORMATION

Health Plan or Insurance Company (Not employer) Name of Company Street Address City State Zip Insurance Co. phone number	Policy Number Group Number Name of Insured Person Relationship to Client Social Security Number of Insured Person (if other than client)
Does this Client have Healthy Families Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, complete San Mateo County Mental Health SED form.	Does this Client have Healthy Kids Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No Does this Client have HealthWorx Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No

CLIENT AUTHORIZATION - This section is not required for Full scope Medi-Cal Clients

I affirm that the statements made herein are true and correct. I understand that I am responsible for paying the UMDAP liability amount or cost of treatment received by myself or by members of my household during each 1-year period. If the cost of service is more than the UMDAP liability amount, I pay the lesser amount. It is my responsibility and I agree to provide verification of income, assets and expenses. If I do not, I will be billed in full for services received. I authorize San Mateo County Behavioral Health and Recovery Services to bill all applicable mental health services to Medi-Care and/or my insurance plan, including any services provided under 26.5. I authorize payment of healthcare benefits to San Mateo County Behavioral Health and Recovery Services.

Signature of Client or Authorized Person

Date

Reason if client is unable to sign

Client Refused to Sign Authorization: ☐ (Please check if applicable) Date Reason

Name of Interviewer

Phone Number

Best Time to Contact

FAX COMPLETED COPY TO: MIS/BILLING UNIT (650)-573-2110

ENTERED BY

San Mateo County Behavioral Health and Recovery Services Use Only

CLIENT ACCOUNT #

DATA ENTRY DATE

MEDI-CAL AND HEALTHY FAMILIES/HEALTHY KIDS/HEALTH WORKS ELIGIBILITY

Below are instructions for accessing the State's MEDS (Medi-Cal Eligibility Determination System) to determine eligibility and clearing share of cost through the internet. If you do not have access to the internet, please call Bernadette Ortiz (phone: 650-573-2712) or Analiza Salise (phone: 650-573-2442) to verify eligibility.

Instructions for Checking Medi-Cal Eligibility Using the Internet

- Go to Internet Explorer
- Type in the URL/address box: www.medi-cal.ca.gov
- From the Medi-Cal Home Web Site screen, click Transaction Login
- From the Login Center Transaction Services screen, enter
User ID: **assigned provider number** (usually five "0's" preceded by your provider #)
Password: **assigned pin number***

***NOTE:**

- *If you are already a Medi-Cal provider and don't know your provider pin number (password): your Program Director will need to write a letter to Cathy Bishop, Staff Services Analyst Medi-Cal Oversight. The letter should be faxed to Cathy at (916) 654-6394. On the letter, state the reason why you are requesting it, i.e., lost, never received, etc. and provide your phone number so that she can call you with your provider pin number.*
 - *If you are already a Medi-Cal provider and this is the first time you are accessing the Medi-Cal Transaction Services: you will need to complete the Medi-Cal Point Of Service (POS) Network/Internet Agreement form (attached) and mail it to the address on the form. This agreement is required for all providers who intend to use the POS Network for clearing SOC.*
- Click on Submit
 - From the Transaction Services screen, click on Single Subscriber
 - From Perform Eligibility Transaction screen fill in the following fields:
 - *Subscriber ID* – enter the client's Social Security # (without dashes)
 - *Subscriber Birth Date* – enter the client's DOB (mm/dd/yyyy)
 - *Issue Date* – if unknown, enter today's date (mm/dd/yyyy)
 - *Service Date* – enter the date on which the service is to be performed (mm/dd/yyyy)
 - Click on Submit

Helpful Hints:

Click on Back - to return to Transaction Services screen

Clear – press this button to clear the fields in the form

Patient Recall – once any transaction has been performed on a client, pressing this button will fill in the common fields with all of the information from the last transaction. This is useful for using the same client on different transaction (such as an eligibility verification, then a Share of Cost) or for correcting data when a transaction has gone through with incorrect data.

Instructions for Clearing Medi-Cal Share of Cost Using the Internet

- Go to Internet Explorer
- Type in the URL/address box: www.medi-cal.ca.gov
- From the Medi-Cal Home Web Site screen, click Transaction Login
- From the Login Center Transaction Services screen, enter
User ID: **assigned provider number** (usually five "0's" preceded by your provider #)
Password: **assigned pin number***

***NOTE:**

- *If you are already a Medi-Cal provider and don't know your provider pin number (password): your Program Director will need to write a letter to Cathy Bishop, Staff Services Analyst Medi-Cal Oversight. The letter should be faxed to Cathy at (916) 654-6394. On the letter, state the reason why you are requesting it, i.e., lost, never received, etc. and provide your phone number so that she can call you with your provider pin number.*
 - *If you are already a Medi-Cal provider and this is the first time you are accessing the Medi-Cal Transaction Services: you will need to complete the Medi-Cal Point Of Service (POS) Network/Internet Agreement form (attached) and mail it to the address on the form. This agreement is required for all providers who intend to use the POS Network for clearing SOC.*
-
- Click on Submit
 - From the Transaction Services screen, click Perform SOC (Spend Down) Transactions
 - From Perform SOC (Spend Down) Transaction screen fill in the following fields:
 - *Subscriber ID* – enter the client's Social Security # (without dashes)
 - *Subscriber Birth Date* – enter the client's DOB (mm/dd/yyyy)
 - *Issue Date* – if unknown, and clearing service for the current month, enter today's date. If you are clearing a retroactive service, you must have the BIC issue date. (mm/dd/yyyy)
 - *Service Date* – enter service date for the "SOC Clearance." (mm/dd/yyyy)
 - *Procedure Code* – enter the procedure code for which the SOC is being cleared. The procedure code is required. (90862, 90841, 90882, etc.)
 - *Total Claim Charge Amount* – enter the amount in dollars and cents of the total bill for the procedure code. (ex. 100 dollars would be entered as 100.00). If you do not specify a decimal point, a decimal followed by two zeros will be added to the end of the amount entered.
 - *Case Number* – optional unless applying towards family member's SOC case
 - *Amount of SOC (Spend Down)* – optional unless a SOC case number was entered
 - Click on Submit
 - Print SOC (Spend Down) Response screen and attached to the Unbillable SD Mcal Billing Services – SOC Has Not Been Met SOC report and return to MIS.

Helpful Hints:

Click on Back - to return to Transaction Services screen

Clear – press this button to clear the fields in the form

Patient Recall – once any transaction has been performed on a client, pressing this button will fill in the common fields with all of the information from the last transaction. This is useful for using the same client on different transaction (such as an eligibility verification, then a Share of Cost) or for correcting data when a transaction has gone through with incorrect data.

Select SOC Case – this item affects how the Patient Recall button (described above) functions. Simply select the circle above the SOC case number that you want the Patient Recall button to use when it fills out the form. Note that the SOC case numbers are only available if the previous transaction was an Eligibility transaction.

The “Last Used” choice contains the SOC Case number that was used if the previous transaction was a SOC transaction. This is also a default choice if none are selected.

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.

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 children (Penal 11105.3).

Asian American Recovery Services
Name of Contractor

T. Quinlan
Signature of Authorized Official

Tony Quinlan
Name (please print)

Interim Executive Director
Title (please print)

6/4/13
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 cheng 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

Tony Wong Interim Executive Director
Title of Authorized Official

6/4/10
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."