AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND EL CENTRO DE LIBERTAD

This Agreement is entered into this _____ day of _____ , 20_____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and El Centro de Libertad, hereinafter called "Contractor."

* * *

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

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

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

1. Exhibits and Attachments

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

Exhibit A—Services
Exhibit B—Payments and Rates
Attachment B—SAPT and DMC Requirements
Attachment C—Election of the Third Party Billing Process
Attachment D—Payor Financial Form
Attachment E—Fingerprinting Certification

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed ONE MILLION EIGHT HUNDRED FORTY-THREE THOUSAND THREE HUNDRED FIFTEEN DOLLARS ($1,843,315). In the

event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2016 through June 30, 2017.

5. Termination; Availability of Funds

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

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

6. Contract Materials

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

7. Relationship of Parties

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

8. Hold Harmless

a. General Hold Harmless

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

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

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

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

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

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

b. <u>Intellectual Property Indemnification</u>

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in

the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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

9. Assignability and Subcontracting

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

10. Payment of Permits/Licenses

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

11. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

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

☒ Comprehensive General Liability... $1,000,000

☒ Motor Vehicle Liability Insurance... $1,000,000

☒ Professional Liability..... $1,000,000

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

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

12. Compliance With Laws

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

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

biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

13. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

☑ Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.

☐ Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.

☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.

☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

☑ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.

☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 12, above. Such duty shall include reporting of the filing 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 or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity

has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

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

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

14. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars ($100,000), but Contractor acknowledges that Chapter 2.85's requirements will

apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

15. Retention of Records; Right to Monitor and Audit

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

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

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

16. Merger Clause; Amendments

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

17. Controlling Law; Venue

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

18. Notices

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

In the case of County, to:

Name/Title:	Paula Nannizzi/Health Services Manager
Address:	310 Harbor Boulevard, Building E, Belmont, CA 94002
Telephone:	(650) 802-6468
Facsimile:	(650) 802-6440
Email:	pnannizzi@smcgov.org

In the case of Contractor, to:

Name/Title:	Michael Stoll/Interim Chief Executive Officer
Address:	500 Allerton Avenue, Redwood City, CA 94063
Telephone:	(650) 599-9955
Facsimile:	(650) 599-9273
Email:	mistoll@comcast.net

19. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☐ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☐ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

* * *

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

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

EL CENTRO DE LIBERTAD

Michael Stoll
_____
Contractor's Signature

Date: 4/8/16

EXHIBIT A – SERVICES
EL CENTRO DE LIBERTAD
FY 2016 – 2017

County and Contractor hereby agree to amend this agreement to incorporate necessary language to meet Federal and State requirements during the term of this agreement, pending final approval of the Drug MediCal Organized Delivery System.

Behavioral Health and Recovery Services (BHRS) provides a continuum of comprehensive services to meet the complex needs of our clients and is designed to promote healthy behavior and lifestyles (a primary driver of positive health outcomes). A full range of high quality services is necessary to meet the varied needs of the diverse population residing in San Mateo County. As financing, program structure and redesign changes occur, the services within this agreement may fluctuate or be further clarified.

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

In providing its services and operations, Contractor shall maintain compliance with requirements listed in the Alcohol and Other Drug (AOD) Provider Handbook including additions and revisions, incorporated by reference herein. Reimbursement is contingent upon client eligibility, compliance with referral and authorization procedures, and documentation requirements as outlined in the AOD Provider Handbook located at: http://smchealth.org/bhrs/aod/handbook.

A. Substance Use Disorder Treatment Services

Contractor shall provide substance use disorder (SUD) treatment and recovery services, with structure and supervision, to further a participant's ability to improve his/her level of functioning. Any program providing services to San Mateo County residents shall be certified or registered as defined in Title 9,CCR, Division 4, Chapter 8 and/or licensed by the Department of Health Care Services (DHCS) Licensing and Certification Division.

1. Non-Drug Medi-Cal Treatment SUD Service Description

a. Outpatient Treatment
Outpatient services consist of intake, assessment, recovery or treatment planning, psycho-education, process and support groups, individual counseling, case management, continuing care plans, aftercare, and ancillary services. Contractor is required to provide a minimum of two (2) group counseling sessions per thirty (30) day period. Individual

counseling shall be provided, at a minimum of thirty (30) minutes bi-weekly per client, or one (1) hour per month.

Adolescent Services
Outpatient treatment services for adolescents shall comply with the Youth Treatment Guidelines set forth by the DHCS located at:
http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf

b. Ancillary Therapy Services
Ancillary therapy services do not directly refer to substance abuse treatment. Services shall include the following:

i. Ancillary therapy, including individual, group, and/or conjoint family counseling/therapy.

ii. The ancillary therapy services shall be provided by Licensed Marriage Family Therapist (LMFT), Licensed Clinical Social Worker (LCSW), Psychologist, or other Licensed Professional of the Healing Arts (LPHA). Any counseling services provided by non-licensed staff shall be under the supervision of a licensed professional and meet the guidelines required by State licensing.

iii. Contractor shall provide monthly updates regarding the participants' participation to the Case Manager and/or Treatment Team with appropriate signed consents.

c. Urinalysis Testing
Urinalysis (UA) Testing is used as a therapeutic intervention and tool to determine appropriate levels of client care. A positive UA test result may indicate a client's current level of care is not adequate and the client treatment plan should be adjusted.

Contractor shall provide monthly updates regarding the clients' participation to the Case Manager and/or Treatment Team, as requested and with appropriate client consent.

2. Drug Medi-Cal Treatment SUD Service Description

Contractor shall maintain continuous availability and access to covered services and facilities. Staffing structure shall ensure eligible personnel are available to provide the covered services. Contractor shall establish partnerships for the provision of referral to treatment services when capacity is not available.

Drug MediCal (DMC) rates are contingent upon legislative action of the annual State Budget and/or the approval of the Drug MediCal Organized Delivery System (DMC-ODS). All claims must be documented in accordance with DMC rules, guidelines, timelines, and provided by staff that are lawfully authorized to provide, prescribe and/or order these services within the scope of their practice or licensure.

DMC contractors providing approved DMC services for substance use disorder treatment shall be in pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code, Sections 14021.51 – 14021.53, and 14124.20 – 14124.25 of the W&I Code , and Title 22 of the California Code of Regulations, Sections 51341.1, 51490.1, and 51516.1. It is further agreed that this Agreement is controlled by applicable provisions of: (a) the W&I Code, Chapter 7, Sections 14000, et seq., in particular, but not limited to, Sections 14100.2, 14021, 14021.5, 14021.6, 14043, et seq., (b) Title 22, including but not limited to Sections 51490.1, 51341.1 and 51516.1; and (c) Division 4 of Title 9 of the California Code of Regulations.

Contractor shall establish assessment and referral procedures, and arrange and provide for covered services in the Contractor's service area. Covered services shall include:

a. Outpatient Drug Free Treatment
Outpatient service shall be directed at stabilizing and rehabilitating beneficiaries with a SUD diagnoses. Services include individual counseling and group counseling. Each beneficiary shall receive at a minimum of two (2) group counseling sessions per month unless medically indicated otherwise.
   i. Individual counseling is limited to intake, crisis intervention, collateral services and discharge planning, for a minimum of fifty (50) minutes in duration.

3. DMC-ODS

Once the DMC-ODS is approved, Contractor shall provide services authorized by BHRS as a part of the Continuum of Care modeled after the American Society of Addiction Medicine (ASAM).

4. Other Program Specifications

a. Criminal Justice Program

SUD treatment shall be provided to eligible offenders based on treatment need with available funding resources. A full continuum of SUD treatment services are available to Criminal Justice clients based on assessed treatment need.

i. Criminal Justice Realignment and Unified Reentry
Contractor shall provide authorized services to individuals meeting eligibility and referral criteria as determined by the Service Connect Team.

ii. Drug Court
Contractor shall provide authorized services to individuals meeting the Drug Court eligibility criteria as determined by the Drug Court Team.

5. Treatment Planning and Documentation

Documentation of client services and treatment progress shall be maintained in the client record. Providers shall adhere to documentation requirements for services provided as described in the AOD Provider Handbook. Records shall be maintained in accordance with requirements listed in Exhibit A.III.N. of this agreement.

B. Non-Reimbursable Services are specific to each provider

1. Deferred Entry of Judgment
In accordance with the AOD Provider Handbook, Contractor will provide the Deferred Entry of Judgment (DEJ) to clients who have been referred by the Probation Department.

C. "Seeking Safety" for Transition Age Youth (TAY)

Seeking Safety is an approach to help people attain safety from trauma/PTSD (Post Traumatic Stress Disorder) and substance abuse. Seeking Safety is a manualized intervention (also available in Spanish), providing both client handouts and guidance for clinicians. Services are conducted in a group and/or individual format; with diverse populations; for women, men, and mixed and according to assessed need; in a variety of settings; and for both PTSD and substance abuse/dependence. It may also be used with people who have a trauma history, but do not meet criteria for PTSD.

1. Seeking Safety provides services for transition age youth (TAY), in a non-traditional behavioral health setting. Services will include population and group based interventions to at-risk youth ages eighteen (18) to twenty-five (25).

2. The key principles of Seeking Safety are:

    a. Safety as the overarching goal (helping clients attain safety in their relationships, thinking, behavior, and emotions);

    b. Integrated treatment (working on both PTSD and substance abuse at the same time);

    c. A focus on ideals to counteract the loss of ideals in both PTSD and substance abuse

    d. Four content areas: cognitive, behavioral, interpersonal, case management

    e. Attention to clinician processes (helping clinicians work on counter-transference, self-care, and other issues)

3. Contractor shall collaborate with all systems of care staff involved with the youth and family (e.g., Behavioral Health and Recovery Services, Health Insurance, Child Welfare, Juvenile Justice, and/or Education).

4. Contractor shall coordinate with primary care physician.

5. Contractor shall facilitate access for parents in need of mental health or substance abuse support to services, interfacing with adult mental health or alcohol and other drug services when family members meet mental health and/or alcohol and other drug criteria or referring them to primary care or community resources.

6. These services will be targeted toward Transition Age Youth through their contacts with community based organizations.

7. Population to be Served

    a. The program will be open to all at-risk youth being served in community-based sites selected as service locations. However, it is targeted to Asian/Pacific Islander, Latino and African American youth who experience or have experienced trauma.

    b. Services will be provided in ninety-six (96) group sessions annually at the El Centro site in Redwood City and Half Moon Bay.

8. Evaluation

a. Data collection, reporting activities and analysis shall include the following:

i. Implementation
Tracking logs that include: the number of groups delivered, number of participants, frequency, locations and other relevant information, topics covered and client level demographics and attendance/participation data.

ii. Impact
Pre- and post-tests with clients to assess
1) Improvement I PTSD and/or trauma-related symptoms; and
2) Improvements in other areas, including social adjustment, general psychiatric symptoms, suicidal plan and thoughts, problem-solving, sense of meaning, depression, and quality of life.

iii. Satisfaction
Satisfaction surveys with clients, families, partners, and/or communities to measure satisfaction with service provision.

iv. Responsiveness to target population and BHRS-MHSA priorities
Tracking logs for client-level demographics and analysis of impact level data that demonstrates high-risk clientele.

v. Successes, challenges and area of improvement
Regular monitoring check-ins with BHRS program manager to identify challenges and areas of improvement and highlight successes, and annual reporting narratives capturing these factors.

b. BHRS will work with agency representatives early in the planning process to develop the evaluation plan. This group will be responsible for final selection of the tools to be used, the key elements of the tracking logs, and the timetable for submission of documentation, at the County's discretion.

9. Monthly and Quarterly Reporting

1. Contractor shall administer/utilize any and all survey instruments as directed by BHRS monthly, including but not limited to the following outcomes and satisfaction measurement instruments. Contractor shall measure outcomes by choosing one of the following: a survey

instrument as agreed upon by BHRS, satisfaction survey for students, staff and/or parents, focus groups for students, staff and/or parents.

2. Contractor shall submit quarterly reports to the BHRS Deputy Director of Youth Services by the fifteenth (15^{th}) day following the end of the quarter. Quarterly reports will include all Seeking Safety measures to be collected and expectations of the number of clients that will be surveyed.

II. PRIORITY POPULATIONS

A. Through the Substance Abuse Prevention and Treatment (SAPT) Block Grant, BHRS is required to serve priority population clients. Contractor shall establish partnerships for the provision of referral to interim or treatment services when capacity is not available, as described in the AOD Provider Handbook. Contractor shall give priority admission to the following populations:

1. Pregnant females who use drugs by injection;
2. Pregnant females who use substances;
3. Other persons who use drugs by injection;
4. As Funding is Available – all other clients with a SUD, regardless of gender or route of use, without insurance or for whom coverage is terminated for short periods of time;

B. San Mateo County residents who are referred by San Mateo County BHRS;

C. Referrals from other San Mateo County BHRS providers and Shelter referrals within San Mateo County.

D. Medically necessary care for Medi-Cal beneficiaries.

III. ADMINISTRATIVE REQUIREMENTS

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

A. SUD Services under the Affordable Care Act

1. To maximize revenues and increase access to SUD treatment services, Contractor shall make every reasonable effort including the establishment of systems for eligibility determination, billing and

collection, to secure payment in accordance with BHRS AOD Policy 14-0 and the Provider Handbook:

a. Screen all potential clients for health coverage;

b. DMC certified providers shall verify health coverage for all individuals seeking services. Coverage may be verified on the https://www.medi-cal.ca.gov/Eligibility/Login.asp.

c. Collect reimbursement costs for services provided to persons entitled to insurance benefits, by a State compensated program, other public assistance program for medical expenses, grant program, private health insurance, or any other benefited program. Secure from clients or patients payment for services in accordance with their ability to pay.

d. Contractor will obtain prior authorization from the BHRS Call Center, for clients with private health insurance.

2. Uninsured Residents seeking SUD Services

Contractor may provide and bill County for Negotiated Rate Contract (NRC) funds to provide needed SUD services to low income residents who are uninsured using an approved sliding scale fee. Contractor shall make a good faith effort to facilitate client enrollment into health coverage, if client meets eligibility criteria for coverage.

3. Medicare beneficiaries seeking SUD Service

Contractor may bill NRC or County to provide medically necessary SUD services for Medicare beneficiaries using an approved sliding fee scale. Contractor shall submit a good faith bill for any services using the process described below if beneficiary also has OHC.

4. Medi-Cal Beneficiaries Seeking SUD Services

a. Contractor shall bill BHRS for services provided to Medi-Cal beneficiaries, if providing a service covered by DMC.

b. If client has OHC in addition to Medi-Cal, Contractor must follow the process established under DHCS ADP Bulletin 11-01
http://www.dhcs.ca.gov/services/MH/MHSUD/Documents/A

DP_Bulletins/ADP_11-01.pdf including future DHCS process updates for DMC claims for clients with OHC.

c. Contractor may provide services to Medi-Cal beneficiaries and bill County or NRC for services when the following certification and program requirements have been met:
   i. Contractor has submitted DMC application for this service and facility, and certification is pending DHCS approval. The client cannot be referred to a DMC certified program and facility that is conveniently located for the client.
   ii. Contractor provides a medically necessary SUD service to a beneficiary which is not covered under the Centers for Medicare and Medicaid Services (CMS) California State Plan for Drug Medi-Cal services.

5. Drug Medi-Cal Certification

a. Contractor shall become a DMC certified provider with DHCS. Contractor may use County or NRC funding to provide services to Medi-Cal beneficiaries until DMC certification is obtained.

b. Once Contractor obtains DMC certification, all Medi-Cal beneficiary services shall be billed to the DMC program for reimbursement.

B. OHC Beneficiaries Seeking SUD Services

Services that are covered through an OHC will not be reimbursed through the County. Contractor shall bill the OHC for which the client is a beneficiary. If the Contractor is not a member of the provider network for an OHC, Contractor shall then refer client to the OHC network. More about information regarding OHC covered and non-covered services can be found in the AOD Provider Handbook.

C. System-Wide Improvements

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

1. Community Service Areas

a. BHRS has designed a service delivery system to improve quality and access of services to clients. These services are divided in to six (6) geographic Community Service Areas (CSA).

b. Contractor will participate in activities to improve the partnership and service delivery within the CSA location. Contractor shall report on participation in CSA activities and accomplishments through the quarterly narrative.

2. Standards of Care

In providing its services and operations, Contractor shall maintain full compliance with SOC requirements (as referenced in the Provider Handbook), and continue to evaluate compliance and the quality of each standard.

3. Complex Clients and Co-occurring Disorders

a. Contractor shall establish a COD work plan to assess and address the needs of complex clients. This COD work plan may be a part of the Contractor's quality improvement program, Standards of Care plan, or it may be a separate process.

b. Contractors receiving Mental Health Services Act funding to treat clients with COD shall comply with additional reporting requirements as outlined in the AOD Provider Handbook.

D. Qualified Service Organization

As a qualified service organization, BHRS agrees to provide the following services to Contractor:

1. Centralized screening, assessment, and treatment referrals;

2. Billing supports and services;

3. Data gathering and submission in compliance with Federal, State, and local requirements;

4. Policies and procedures related to the service provision, documentation, and billing;

5. Quality Management and utilization review, including problem resolution;

6. Education, training and technical assistance as needed.

E. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that no aspect of its substance use treatment program services shall include any messaging in the responsible use, if the use is unlawful, of drugs or alcohol. This is including but not limited to: program standards, curricula, materials, and teachings. These materials and programs may include information on the health hazards of use of illegal drugs and alcohol, concepts promoting the well-being of the whole person, risk reduction, the addictive personality, development of positive self-esteem, productive decision-making skills, and other preventive concepts consistent with the "no unlawful use" of drugs and alcohol message. This does not apply to any program receiving state SAPT/NRC funding that provides education and prevention outreach to intravenous drug users with AIDS or AIDS-related conditions, or persons at risk of HIV-infection through intravenous drug use. (Health and Safety Code Sections 11999-11999.3).

F. Restriction on Distribution of Sterile Needles

Contractor shall not use any SAPT Block Grant/NRC funds made available through this agreement to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug.

G. AVATAR Electronic Health Record

1. Contractor shall enter client data into Avatar for services provided that includes: date of service, service type, service units and service duration.

2. Contractor shall maintain compliance with all documentation, reporting, billing and all other data requirements as required in the BHRS and AOD Provider Handbook, including additions and revisions.

3. Contractor shall enter client wait list data into Avatar. This information will be used to determine unmet treatment needs and wait times to enter treatment.

4. Contractor will participate in Avatar trainings and Avatar User Group (AUG) meetings to ensure data quality and integrity, and to provide input into system improvements to enhance the system.

H. Quality Management and Compliance

1. Quality Management Program and Quality Improvement Plan

Contractor must have a Quality Management Program and submit a Quality Improvement Plan to Behavioral Health and Recovery Services (BHRS) Quality Management (QM) annually by November 30th. The Quality Improvement Plan should address 1) how the Contractor will comply with all elements of this Agreement, 2) the Contractor will maintain an audit disallowance rate of less than 5%, and 3) first appointment will be within 14 days of referral or request of service. BHRS QM will provide feedback if the submitted plan is missing critical components related to San Mateo County requirements. Additional feedback may be available if requested prior to the submission date.

a. Contractor shall have an established Quality Improvement (QI) plan and committee.

b. The QI committee shall include staff from all levels of the Agency and will guide the development and implementation of the annual QI plan. The QI committee shall review quarterly utilization and service quality, performance data, compliance with BHRS SOC, co-occurring and complex client capability, and client feedback.

c. Contractor shall establish and/or maintain mechanisms whereby processes and practices at the organizational level; which create inefficiencies and/or present barriers to client engagement, enrollment and retention in treatment, will be identified and addressed. An analysis of policies and practices which create barriers for complex clients shall be included.

2. Client Feedback

Contractor will solicit feedback from service recipients on an annual basis, at minimum. Client feedback process may include, but is not limited to: focus groups and client satisfaction surveys. Consideration of client feedback will be incorporated into future QI plans.

3. Referring Individuals to Psychiatrist

Contractor will have written procedures for referring individuals to a psychiatrist or physician when necessary, if a psychiatrist is not available.

4. Record Retention

Paragraph 15 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of ten (10) years, except the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until ten (10) years beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards. Contractor may maintain records for a longer period of time if required by other regulations or licenses.

5. Documentation of Services

Contractor shall provide all pertinent documentation required for state and federal reimbursement including but not limited to Consent Forms, assessments, treatment plans, and progress notes. Contractor agencies must submit, via fax to Quality Management at 650-525-1762, their version of these forms for approval before the forms are to be used. Special attention must be paid to documentation requirements for residential treatment facilities. Documentation shall be completed in compliance with the BHRS Policies & Documentation Manuals (as defined in Paragraph II. of this Exhibit). Contractor agencies are required to provide and maintain record of regular documentation training to staff providing direct services. Proof of trainings including attendance by staff may be requested at any time during the term of this Agreement.

System of Care (SOC) Mental Health Providers shall document in accordance with the BHRS Documentation Manual located online at:
http://www.smchealth.org/sites/default/files/docs/BHRS/BHRSDocManual.pdf.

SOC contractor will utilize either documentation forms located on http://smchealth.org/SOCMHContractors or contractor's own forms that have been pre-approved.

Substance Use Disorder provider services shall be in compliance with the Alcohol and Other Drug Services Provider Handbook which is located online at http://www.smchealth.org/bhrs/aod/handbook.

6. Audits

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

7. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

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

b. Beneficiary/Patient's Rights

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

c. Advance Directives

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

8. Beneficiary Brochure and Provider Lists

Contractor must provide Medi-Cal beneficiaries new to BHRS with a beneficiary brochure at the time of their first mental health service from the Contractor. Contractors are required to be aware of and make available to BHRS Medi-Cal clients all mandatory postings listed at this website http://www.smchealth.org/bhrs/providers/mandpost.

9. Certification and Licensing

A program providing SUD treatment services to San Mateo County residents must be certified and/or licensed by DHCS Licensing and Certification Division. Contractor shall maintain all applicable certifications through San Mateo County and/or DHCS to provide any of the following reimbursable services: Substance Abuse and Treatment Services, and Drug Medi-Cal.

Contractor shall submit a copy of any licensing complaint or corrective report issued by a licensing agency to BHRS Quality Management, BHRS Deputy Director of Youth Services, BHRS Deputy Director of Adult and Older Adult Services, or the Manager of SU Services or their designee, within ten (10) business days of Contractor's receipt of any such licensing report.

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

a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty–four (24) hours.

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

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

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

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

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

d. Confidentiality Training

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

11. Site Certification

a. Contractor will comply with all site certification requirements

b. Contractor is required to inform BHRS Quality Management and BHRS-AOD Program Analyst in advance, of the following major changes:

1) Major leadership or staffing changes.
2) Major organizational and/or corporate structure changes (example: conversion to non-profit status).
3) Any changes in the types of services being provided at that location; day treatment or medication support services when medications are administered or dispensed from the provider site.
4) Significant changes in the physical plant of the provider site (some physical plant changes could require a new fire or zoning clearance).
5) Change of ownership or location.
6) Complaints regarding the provider.

12. Critical Incident Reporting

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

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

13. Ineligible Employees

BHRS requires that Contractors identify the eligibility status to bill for Medi-Cal services of ALL employees, interns or volunteers prior to hiring and on an annual basis thereafter. These records should be maintained in the employee files. This process is meant to ensure that any person involved with delivering services to clients of BHRS or involved in Medi-Cal billing or oversight 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 and faxing to 650-525-1762) should a current employee, intern or volunteer be identified as ineligible to bill Medi-Cal services. Contractors are required to screen for ineligible employees, interns and volunteers by using the following websites:

a. 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 of San Mateo 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: http://exclusions.oig.hhs.gov/.

b. California Department of Health Care Services

Contractor 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/SandILanding.asp. Once there, scroll down to the bottom of the page and click on Medi-Cal Suspended and Ineligible Provider List (Excel format). The list is in Alphabetical order. Search by the individual's last name.

14. Compliance Plan and Code of Conduct

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

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

15. 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 any person under his or her care including children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals and children with whom Contractor's employees and/or its subcontractors, assignees, or volunteers have contact. If said employees and/or subcontractors, assignees, and volunteers have such a criminal history, they shall not have contact with children 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.

16. Credentialing

Contractor is responsible for implementing a process to verify, at time of employment, and ongoing, (at the clinician's license or registration renewal time) the credentials of its clinical staff at https://www.breeze.ca.gov/datamart/loginCADCA.do. Contractor will obtain a waiver when needed from BHRS Quality Management. 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 located at http://www.smchealth.org/AvatarAccess and submitted to BHRS. Contractor is requirement to track expiration dates and verify all licenses and credentials are current and in good standing at all times. Contractor is required to keep proof of verification of credentials for each staff person. BHRS Quality Management and BHRS-AOD Program Analyst must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRS Quality Management if an employee's license is not current or is not in good standing and must submit plan to correct to address the matter.

17. Staff Termination

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

18. 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.

I. 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 Analyst/Program Manager and the Health Equity Initiatives Manager (HEIM) by September 30th 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, such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance.

   b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).

   c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation in health records to improve service provision and help in planning and implementing CLAS standards.

   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 in a culturally and linguistically appropriate manner.)

   e. Contractor will ensure that all program staff receive 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 including the CLAS and use of interpreters.

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 (CCC) for the term of the

Agreement. Participation in the CCC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more information about the 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, Contractor is expected to contact Access Call Center or their BHRS Analyst/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. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager and HEIM (jafrica@smcgov.org) to plan for appropriate technical assistance.

J. 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.

K. Surety Bond

Contractor shall retain and show proof of a bond issued by a surety company in accordance with Community Care Licensing's regulations for a licensee who may be entrusted with care and/or control of client's cash resources.

L. Contractor shall establish written procedures of the following:

1. HIV Early Intervention;
2. Adolescent/Youth Treatment;
3. CalOMS Treatment;
4. Cultural Competency;
5. Primary Prevention;
6. Perinatal; and
7. Interim Services.

Compliance shall be conducted through monthly and quarterly monitoring and at the annual on-site visit.

M. Control Requirements

Contractor shall establish, written policies and procedures consistent with the following requirements; and be held accountable for audit exceptions taken by the State for any failure to comply with these requirements:

1. HSC, Division 10.5, commencing with Section 11760;
2. Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000;
3. Government Code Section 16367.8;
4. Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;
5. Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-65 and 66;
6. The Single Audit Act Amendments of 1996 (Title 31, USC Sections 7501-7507) and the Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003 and June 26, 2007;
7. Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137;
8. Title 42, CFR, Sections 8.1 through 8.634;
9. Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and,
10. State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

Contractor shall be familiar with the above laws, regulations, and guidelines and shall assure that its Subcontractors are also familiar with such requirements.

N. Trafficking Victims Protection Act of 2000

Contractor shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104**(g)**) **as amended by**

section 1702: http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim.

IV. GOALS AND OBJECTIVES

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

A. Substance Use Disorder Treatment

GOAL: Program participants will achieve a successful treatment discharge.

OBJECTIVE: No less then seventy-seven percent (77%) of participants will have a successful treatment discharge. Successful treatment discharge occurs when a program participant completes his/her treatment/recovery plan or is transferred for continued treatment.

B. Seeking Safety

Goal: Reduce co-occurring and substance abuse and trauma-related symptoms in high risk transitional age youth (TAY) that have completed the program.

Objective: Increase coping skills in ninety percent (90%) of TAY participants that have completed the program.

Data collection to be completed by Contractor and reported to BHRS quarterly.

*** END OF EXHIBIT A ***

EXHIBIT B – PAYMENTS AND RATES
EL CENTRO DE LIBERTAD
FY 2016 – 2017

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. Contractor shall receive monthly payments as outlined below, upon timely submission of reports as outlined in the AOD Provider Handbook located at: http://www.smhealth.org/bhrs/aod/reqs.

In any event, the maximum amount County shall be obligated to pay for all services rendered under this contract shall not exceed ONE MILLION EIGHT HUNDRED FORTY-THREE THOUSAND THREE HUNDRED FIFTEEN DOLLARS ($1,843,315).

B. Substance Use Disorder Treatment Services

1. Fixed Rate Payments

The maximum amount County shall be obligated to pay for Fixed Rate Payments shall not exceed FIVE HUNDRED SIX THOUSAND FOUR HUNDRED NINE DOLLARS ($506,409).

a. Contractor shall be paid a maximum of one-twelfth (1/12th) or FORTY-TWO THOUSAND TWO HUNDRED ONE DOLLARS ($42,201) per month. Rates are referenced in Schedule A – Fixed Rate Table and are subject to b. and c. below.

b. Contractor shall be reimbursed for the actual costs expended by Contractor for each type of service delivered, up to the Net Contract Amount for that type of service,

unless otherwise limited by other provisions in this Exhibit B. There will be no reimbursement for any costs that are disallowed or denied by the County audit process or through the California DHCS audit process.

c. If the County makes advance payments to Contractor for services, Contractor shall submit an invoice of actual expenses incurred for those services at the end of each quarter. If Contractor has expended at least ninety percent (90%) or more of the quarterly cost budgeted in this Exhibit B, County will make full payment on the next monthly claim submitted by Contractor. If Contractor has not expended at least ninety percent (90%) of the quarterly budgeted cost, County will reduce the Contractor's next claim by the actual expenditures short of the ninety percent (90%) proration of the budget specified in Schedule A – Fixed Rate Payments. If in subsequent quarters of the fiscal year, Contractor expends total year-to-date costs in excess of ninety percent (90%) of year-to-date budget, County will restore previously subtracted amounts on the next monthly claim.

2. Fee for Service with Allocation

The maximum payment for fee for service with allocation services shall not exceed EIGHTY-FIVE THOUSAND DOLLARS ($85,000). Rates are referenced in Schedule B – Fee for Service with Allocation Rate Table.

a. Upon approval, service specific reimbursement rates for DMC shall be communicated to Contractor through an administrative memorandum that will serve as an amendment to the agreement.

b. Rates, payments, and services are contingent upon the approved FY 2016-17 State Budget Act and the approved DMC-ODS implementation plan.

3. Fee for Service with Aggregate

The maximum payment for alcohol and drug treatment services shall not exceed an aggregate amount of ONE MILLION TWO HUNDRED EIGHT THOUSAND NINE HUNDRED SIX DOLLARS ($1,208,906). Rates are referenced in Schedule C – Fee for Service Aggregate Rate Table.

C. Non-Reimbursable Services

In accordance with the AOD Provider Handbook, DUI/DEJ services are a non-reimbursable service. DUI/DEJ administrative fees must be approved by the Chief of the Health System.

1. Deferred Entry of Judgment
   Contractor shall remit monthly to the BHRS – AOD Program Analyst a five percent (5%) administrative fee of the gross revenues received, less refunds to participants, amount of any participant checks returned for insufficient funds, fees charged to Contractor for returned.

D. "Seeking Safety" for Transition Age Youth (TAY)

The maximum payment for Seeking Safety services shall not exceed FORTY-THREE THOUSAND DOLLARS ($43,000). Contractor shall be paid a maximum of one-twelfth (1/12th) or THREE THOUSAND FIVE HUNDRED EIGHTY-THREE DOLLARS ($3,583) per month.

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

F. 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. 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, 2017, 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. The contracting parties shall be subject to the examination and audit of the Department of Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).

L. Monthly Invoice and Payment

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. Claims and reports are to be sent to:

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

M. 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.

N. 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.

O. Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including assessment and service plans, and progress notes. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation

provided does not meet professional standards as determined by the Quality Improvement Manager of San Mateo County BHRS.

P. Inadequate Performance

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

Q. Cost Report/Unspent Funds

1. Contractor shall submit to County a year-end cost report no later than August 15th after the end of the fiscal year. Contractor shall submit to County a year-end single audit report no later than November 15th after the end of the fiscal year. 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 shows that total payment to Contractor exceeds the total actual costs for all of the services rendered by Contractor to eligible patients 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 BHRS Director or designee. By mutual agreement of County and Contractor, contract savings or "unspent funds" may be retained by Contractor and expended the following year, provided that these funds are expended for SUD services approved by County and are retained in accordance with Paragraph V of this Exhibit B.

R. 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. Within ten (10) days of the end of each month, 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 services provided by Contractor during such month. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph R of this Exhibit B. 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, through the Cost Report reconciliation.

b. Contractor shall provide a copy of each 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 within ten (10) days of the end of the first month of the Agreement.

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 amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph R of this Exhibit B. 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 through the Cost Report reconciliation.

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 within ten (10) days of the end of the first month of the Agreement.

S. 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.

T. 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 Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

"Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at _____ California, on _____20___

Signed _____ Title _____

Agency _____ "

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 Exhibit A of 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 specialty mental health services included in the claim, all requirements for Contractor payment authorization for specialty mental health services 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 III.H.4. of Exhibit A relative to medical records, Contractor agrees to keep for a minimum period of three years from the last date of face-to-face service, a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

*** END OF EXHIBIT B ***

SCHEDULE A
EL CENTRO DE LIBERTAD
FIXED RATE TABLE
FY 2016-2017

Services	Funding Amount	Monthly Funding Amount	Rate	Units of Service (SAH)	Clients to be served	Slots
NRC Outpatient	$67,735	$5,645	$68.00	996	62	15
County Outpatient Adult	$366,484	$30,540	$68.00	5,389	72	7
County Outpatient Adolescent	$54,835	$4,570	$68.00	806	52	12
MHSA	$17,355	$1,446	$68.00	255	15	3
TOTAL	$506,409	$42,201		7,446		

SCHEDULE B
EL CENTRO DE LIBERTAD
FEE FOR SERVICE WITH ALLOCATION
FY 2016-2017

Funding Source & Service*	Allocated to Provider	Unit Rate*
Drug Medi-Cal	$75,000	
Outpatient Drug Free (ODF) Individual Counseling		face-to-face visit TBD (per person)
ODF GroupCounseling		face-to-face visit TBD (per person)
CalWORKS	$10,000	
Outpatient		Per group or TBD individual
TOTAL	$85,000	

SCHEDULE C
EL CENTRO DE LIBERTAD
FEE FOR SERVICE AGGREGATE RATE TABLE
FY 2016-2017

Funding Source & Services	Aggregate Maximum for all Providers	Unit Rate
Realignment Drug Court	$304,668	
Outpatient Individual/Group		$50.00 per staff hour
Drug Testing/Urine Analysis		$30.00 per screening
Unified Reentry	$625,361	
Outpatient Individual/Group		$50.00 per staff hour
Drug Testing/Urine Analysis		$30.00 per screening
Criminal Justice Realignment	$278,877	
Outpatient Individual/Group		$50.00 per staff hour
Drug Testing/Urine Analysis		$30.00 per screening
TOTAL	$1,208,906	

Attachment B – Substance Abuse and Prevention Treatment Block Grant and Drug Medi-Cal Requirements

Substance Abuse and Prevention Treatment Block Grant (SAPTBG) and Drug Medi-Cal (DMC) funds are dedicated funds allocated to states. Through a Negotiated Net Agreement with the Department of Health Care Services (DHCS), Behavioral Health and Recovery Services (BHRS) utilizes the SAPTBG and DMC funds for Substance Use Treatment and Prevention services in San Mateo County, and is the mechanism by which funds are dispersed to San Mateo County Substance Use Disorder Treatment Contractors. BHRS is required to ensure its Contractors are in compliance with the requirements set-forth in the agreement with DHCS.

Contractors are responsible for ensuring program integrity of its services through a system of oversight and reporting. Certified Substance Use Disorder Services (SUDS) and DMC contractors shall agree to the following:

1. Reporting
   Contractors shall report to their assigned BHRS Analyst within two (2) business days, the following items listed below:
   a. Additions to and/or changes in the DMC/SUDS application previously submitted for certification. Contractors shall work in partnership with BHRS and report to DHCS updates or the resubmission of a complete DMC SUDS application relative to SUDS or DMC reporting requirements;
   b. A written notification from a DMC/SUDS facility that surrendered certification or announcement of a facility closure; and/or
   c. Any DMC/SUDS recertification event, which may include: change in ownership; change in management; change in scope of services; remodeling of facility; or change in location.

2. Proposals to State
   a. Contractors shall work in partnership with BHRS on the change in service proposal to DHCS.
   b. Contractors shall obtain prior written approval, from their assigned BHRS AOD Analyst, when requesting a reduction of DMC covered services.
   c. Contractors shall notify BHRS of any proposal that changes the location where DMC covered services are provided, or reduces availability of services within ninety (90) days prior to the proposed effective date.
   d. Contractors shall not implement proposed changes prior to receiving written approval from DHCS. Contractors shall not implement the proposed changes if the State denies their DMC proposal.

3. Post Service Post Payment Compliance
   DHCS and BHRS shall annually monitor Contractors compliance with Post Service Post Payment (PSPP) utilization review requirements in accordance with Title 22 Section 51341.1. Rendered and/or paid DMC services are subject to a compliance review to ensure all applicable standards, regulations and program coverage requirements are met.

4. Disallowances
   DHCS and BHRS shall recover payments made if subsequent investigation

uncovers evidence that the claim(s) are (were) disallowed or that DMC services have been improperly utilized; and/or shall take corrective action as appropriate.

5. Inadequate Performance
   If programmatic or fiscal deficiencies are identified, Contractors shall be required to submit a Corrective Action Plan (CAP) to BHRS for DHCS approval.

   In the event Contractor(s) 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, 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.

   All deficiencies identified in the PSPP review, whether or not this results in a recovery of funds, must be corrected and a CAP must be submitted to the DMC PSPP Unit by BHRS within the timeframe specified by BHRS and/or DHCS. The plan shall:
   a. Address each demand for recovery of payment and/or programmatic deficiency;
   b. Provide a specific description of how the deficiency shall be corrected; and
   c. Specify the date of implementation of the CAP.

   DHCS will provide written approval of the CAP to BHRS with a copy to the Contractor. If DHCS does not approve the CAP, DHCS will: provide guidance on the deficient areas; and request an updated CAP from BHRS with a copy to the Contractor, with a new deadline for submission.

   If the Contractor does not submit a CAP, or does not implement the approved CAP provisions within the designated timeline, BHRS may withhold funds until the Contractor is compliant. BHRS shall inform the Contractor within thirty (30) days prior to funds being withheld. (DMC)

6. BHRS shall conduct an annual on-site programmatic and fiscal audit of DMC and SUDS certified providers to assure an appropriate rendering of all services. All audit reports will be submitted to DHCS within two (2) weeks of completion of the audit. (DMC & SUDS)

Contractor has read and agrees with the terms and conditions, and will comply with all Attachment B, Substance Abuse and Prevention Treatment Block Grant and Drug

Medi-Cal Requirements.

Michael Stoll

Contractor Signature

Chief Executive Officer

Title of Authorized Official

3/29/16

Date

Attachment C
Election of Third Party Billing Process

Effective July 1, 2005, San Mateo County Behavioral Health and Recovery Services (SMCBHRS) will be 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 SMCBHRS with a copy of the Explanation of Benefits provided by that insurance plan before billing SMCBHRS for the remainder.

We El Centro de Libertad 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 El Centro de Libertad elect option two.

Michael Stoll Michael Stoll
Signature of authorized agent Name of authorized agent

650. 599-9955
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?** □ Yes □ No **If no, Social Security Number (Required)**	**26.5 (AB3632)** □ Yes □ No IEP (SELPA) start date_____

Does Client have Medi-Cal? □ Yes □ No **Share of Cost?** □ Yes □ No **Client's Medi-Cal Number** (BIC Number)? _____

Please attach copy of MEDS Screen

If client has Mcal and no other 3rd party coverage , skip the remaining sections of this form and fax to MIS/Billing Unit – 573-2110

Is Client Potentially Eligible for Medi-Cal Benefits? □ Yes □ No **Client Referred to Medi-Cal?** □ Yes, give date: _____ □ No

Is this a Court-ordered Placement? □ Yes □ No

Does Client have Medicare? □ Yes □ No **If yes, please check all that apply ____Part A ____Part B ____Part D (effective 1/1/06)**

What is the Client's Medicare Number? _____

Responsible Party's Information (Guarantor):

Name _____ Phone _____ Relationship to Client _____ □ Self

Address _____ City _____ State _____ Zip Code_____

□ **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 Mental Health:

_____

_____

Gross Monthly Income (include all in the Household)

A. Self .....$ _____
B. Parents/Spouse/Domestic Partner ....$ _____
C. Other ..... $ _____

Number of Persons Dependent on Income _____

Asset Amount (List all liquid assets)

A. Savings.....$_____
B. Checking.....$_____
C. Stocks.....$_____

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) $_____

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? □ Yes □ No
If Yes, complete San Mateo County Mental Health SED form.

Does this Client have Healthy Kids Insurance? □ Yes □ No
Does this Client have HealthWorx Insurance.? □ Yes □ 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 Mental Health to bill all applicable mental health services to Medicare and/or my insurance plan, including any services provided under 26..5. I authorize payment of healthcare benefits to San Mateo County Mental Health.

_____ _____ _____
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

San Mateo County Behavioral Health and Recovery Services Use Only

ENTERED BY **CLIENT ACCOUNT #** **DATA ENTRY DATE**

Rev 06/05

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)

X 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).

El Centro e Libertad
Name of Contractor

Michael Stoll
Signature of Authorized Official

Michael Stoll
Name (please print)

Chief Executive Officer
Title (please print)

3/29/16
Date