

**FOURTH AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
EL CENTRO DE LIBERTAD**

THIS FOURTH AMENDMENT is entered into this _____ day of _____,
20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and
EL CENTRO DE LIBERTAD, hereinafter called "Contractor";

WITNESSETH:

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

WHEREAS, the parties entered into an Agreement ("Original Agreement") for professional services on September 27, 2011 for the term of July 1, 2011 through June 30, 2012, for a maximum obligation of \$1,545,392; and

WHEREAS, on February 14, 2012, your Board approved an amendment to the agreement increasing the maximum obligation by \$240,000 to a new maximum of \$1,785,392; and

WHEREAS, on June 5, 2012, your Board approved a second amendment to the agreement increasing the maximum obligation by \$1,560,299 to a new maximum of \$3,345,691, and extending the term of the agreement through June 30, 2013

WHEREAS, on August 13, 2012, the Chief of the Health System approved a third amendment to the agreement to include substance abuse confidentiality language, with no change to the term of the agreement and the maximum obligation remains the same.

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the agreement a fourth time increasing the maximum obligation by \$691,380 to a new maximum of \$4,037,071 and extending the term of the agreement to December 31, 2013.

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

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

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

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed FOUR MILLION THIRTY-SEVEN THOUSAND SEVENTY-ONE DOLLARS (\$4,037,071).

2. Paragraph 4. Term and Termination is hereby deleted and replaced with the Paragraph 4. Term and Termination below:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2011 through December 31, 2013.

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

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

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

Signature Page to Follow.

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

EL CENTRO DE LIBERTAD

George Bong CEO
Contractor's Signature

Date: 5-1-2013

EXHIBIT A – SERVICES
EL CENTRO DE LIBERTAD
2011 – 2014

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

1. 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-gender groups; utilizes up to twenty-five (25) topics included in the model that may be conducted in any order 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. 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)
 - f. Collaboration 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).
 - g. Coordination with primary care physician.
 - h. 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.

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

2. Population to be Served

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

- B. Community-Based Partnership

Contractor will be the lead/fiscal agency for the Community-Based Partnership, for the provision of alcohol and other drug-related prevention services in Half Moon Bay/Coastside region of San Mateo County.

1. General Requirements

In providing its services and operations, Contractor will maintain compliance with the requirements of the San Mateo County Behavioral Health and Recovery Services Alcohol and Other Drug Services Provider Handbook, herein after referred to as the AOD Provider Handbook. In doing so, Contractor will follow, and assure that the Community-Based Partnership follows federal, state, and local requirements, including general administrative, fiscal, and reporting responsibilities. These requirements and responsibilities are set forth in the AOD Provider Handbook which is located online at <http://www.aodsystems.com/SMC/Index.htm>.

2. Scope of Work - Work Plan and Budget Development and Approval:

- a. Contractor will develop a Work Plan in collaboration with the Community-Based Partnership, based on the Partnership's assessment of community-level conditions, priorities, and capacity with respect to alcohol and other drug issues.
- b. Contractor will develop a Budget in consultation with the Community-Based Partnership. The Budget must be consistent with the scope of work reflected in the Work Plan and shall include a twenty percent (20%) in-kind match.
- c. Contractor's Work Plan and Budget must be approved by the AOD Administrator or designee. The approved Work Plan and Budget are hereby incorporated by reference. Work Plan requirements include, but

are not limited to:

- i. Work Plan shall align with the Behavioral Health and Recovery Services Prevention Framework and the Alcohol and Other Drug Services Strategic Prevention Framework. These documents are located in the AOD Provider Handbook described in Section I of Exhibit A.
- ii. Work Plan objectives shall be identified and strategies shall be developed with community input, and based upon local data. Strategies shall seek to impact community systems. Work Plan shall address the five (5) steps in the Strategic Prevention Framework: Assessment, Capacity, Planning, Implementation, and Evaluation.
- iii. Objectives must be specific and measurable with strategies and activities appropriate to achieve objectives.
- iv. Changes to the Work Plan and/or corresponding Budget must be negotiated collaboratively with the Community-Based Partnership and BHRS AOD. Work Plan modifications are subject to approval by the BHRS AOD Administrator or designee.

3. Work Plan Implementation

- a. Contractor shall implement Work Plan strategies and activities to achieve Work Plan objectives.
- b. Contractor shall include the BHRS AOD Analyst in the meetings of the Community-Based Partnership to provide technical assistance consultation and to monitor progress towards accomplishing the objectives described in the Work Plan.

4. Participation in Alcohol and Other Drug Sponsored Activities

- a. Contractor shall participate in BHRS AOD sponsored and recommended training, and technical assistance opportunities, and in county-wide level networking meetings and events, and shall encourage community partners to participate as well.

5. Lead Agency Administrative and Reporting Requirements

CalOMS Prevention Data Collection and Reporting

- a. Enter data on a regular basis (as services occur) documenting the Community-Based Partnership's implementation activities into the California Department of Alcohol and Drug Program's web-based Outcomes Measurement System for Prevention (CalOMS Pv) Data System and in accordance with the requirements of the AOD Provider Handbook.

- b. The quantity and quality of CalOMS Pv data input should accurately and adequately reflect the amount of funding, time, and effort devoted to implementation of the Work Plan. The link to the Web-based CalOMS Prevention data system is:
<https://kitservices1.kithost.net/calomspv/pSystem.aspx>.
- c. Communicate with BHRS AOD staff regarding CalOMS Pv data review and comply with BHRS AOD staff requests for data corrections and/or changes.

6. Implementation Progress Reporting

- a. Maintain documentation of all Work Plan activities.
- b. Contractor shall document Work Plan progress, including successes, challenges, participation by community residents, youth, and other sector representatives, and timeliness.
 - i. Provide a written quarterly progress update to the assigned AOD Analyst in a format provided by the BHRS AOD Administrator or designee

7. Financial and Units of Service Reporting

- a. Submit the Quarterly Expense, Revenue, and Units of Service Report, Year-end Cost Report, and Agency Audit to the assigned AOD Analyst in accordance with the requirements of the AOD Provider Handbook.
- b. Report hours of staff availability dedicated to alcohol and other drug community-based prevention activities and efforts, including preparation time and record keeping time, for each fiscal year. Annual hours of staff availability are determined based upon the following formula: 1 FTE = 1,787 hours of staff availability.

C. Fixed Rate Services

A description of the following services is outlined in the AOD Provider Handbook.

- 1. County Adolescent Outpatient Treatment
- 2. Adolescent Outpatient Treatment
- 3. Adult Outpatient Treatment
- 4. CalWORKS
- 5. MHSA Co-Occurring

D. Fee For Service

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

1. Drug Court Funded Services

a. Outpatient Treatment Services

One (1) hour individual and/or group counseling session provided for Drug Court/Cal-EMA funded outpatient alcohol and drug treatment and recovery services.

b. Drug Testing

The rate will not exceed the actual cost of the drug screen, plus an administrative fee as specified in the Contractor's approved Drug Testing Plan.

c. Aftercare Treatment Services

Aftercare Treatment Services per individual for each one (1) hour group counseling session provided for Drug Court/Cal-EMA funded aftercare alcohol and drug treatment and recovery services.

2. Achieve 180 Re-Entry Services

a. Outpatient Treatment Services

i. One and one half (1½) hour group counseling session per individual provided within the approved treatment period for Achieve 180 Re-Entry funded outpatient alcohol and drug treatment and recovery services.

ii. One half (1/2) hour individual counseling session per individual provided within the approved treatment period for Achieve 180 Re-Entry funded outpatient alcohol and drug treatment and recovery services.

3. Ryan White

a. Outpatient Treatment Services

4. Criminal Justice Realignment

Contractor shall provide authorized services to individuals meeting the Criminal

Justice Realignment (CJR) eligibility criteria as determined by AB 109 and AB 117 and referred by the CJR program.

Substance use disorder (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 CJR clients based on assessed treatment need. Contractor may provide the following services to CRJ clients:

a. Outpatient Treatment Services

A minimum of one group counseling session, of one and one half (1½) hours per week will be provided to each approved and authorized CJR participant and funded as part of CJR outpatient alcohol and drug treatment and recovery services.

A minimum of one half (½) hour individual counseling session per individual provided within the approved treatment period for CJR funded outpatient alcohol and drug treatment and recovery services.

b. Intensive Outpatient Treatment Services

Intensive Outpatient services are per individual for each visit day provided for CJR funded alcohol and drug treatment and recovery services. Services must be provided a minimum of three hours per day, with a minimum of three visit days per week.

Contractor will track and report all CJR client services in accordance with the local Community Corrections Partnership (CCP) requirements as described in the AOD Provider Handbook.

5. Medicaid Coverage Expansion (MCE) Health Coverage

Behavioral Health & Recovery Services (BHRS) will, at its discretion, reimburse Contractor for services provided to Medicaid Coverage Expansion (MCE) beneficiaries. Substance use treatment modalities provided under the MCE program include:

a. Outpatient Services

b. Treatment Readiness/Pre-Treatment Services

c. Recovery Management/Continuing Care Services

Detailed descriptions of specific treatment services for the modalities listed above are outlined in the AOD Provider Handbook, which is included by reference herein.

E. Fee For Service With Allocation

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Provider Handbook including additions and revisions, incorporated by reference herein. Reimbursement will be approved only for clients who referred through the formal Bay Area Service Network (BASN) referral process outlined in the AOD Provider Handbook.

1. Bay Area Services Network (BASN)

Contractor may provide a maximum of one hundred and eighty days (180) of BASN services per BASN referred program participant.

a. BASN Outpatient Alcohol and Drug Treatment

F. Description of Unique Program Services

Contractor provides outpatient services for both adults and adolescents. Each client is provided with a primary counselor. The services provided under each program are as follows:

1. Adult Outpatient

Groups will meet once a week and are based on the 12-step model. Contractor will offer weekend groups (Saturdays) for clients that cannot attend Monday through Friday. The curriculum used in the groups are Cognitive Behavioral Therapy, and Motivational Enhancement Therapy. Other components in the Adult program include family education, domestic violence, and anger management. Outpatient groups for co-occurring clients are gender specific.

2. Adolescent Outpatient

Contractor will provide gender specific groups in order to nurture safety and comfort between adolescent clients. Groups are based on the 12-step model. Clients are referred into the program through the Contractor's close relationship with the junior high school and high school, and through juvenile drug court. Components of the adolescent services include anger management, parent education and youth ancillary services. The parent education groups are offered in Spanish for clients who are monolingual Spanish, or whose parent is monolingual Spanish.

3. Non-Reimbursable Services

a. Deferred Entry of Judgment (DEJ)

In accordance with the AOD Provider Handbook, Contractor will provide the DEJ to clients who have been referred by the Probation Department.

II. PRIORITY POPULATIONS

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

- A. Populations required by Substance Abuse Prevention and Treatment (SAPT) Block Grant;
- B. Clients with MCE health insurance coverage; and
- C. AOD treatment and recovery priority populations as outlined in Strategic Directions 2010;
- D. San Mateo County residents who are referred by BHRS;
- E. Referrals from other San Mateo County AOD providers, including the Methadone Clinic and Palm Avenue Detox;
- F. Shelter referrals within San Mateo County;
- G. First Chance Sobering Station referrals.

III. ADMINISTRATIVE REQUIREMENTS

A. System-Wide Improvements

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

1. Standards of Care

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

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

- a. Contractor will continue to develop and implement the activities and achieve the objectives described in the approved San Mateo County AOD SOC implementation work plan.

- b. In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Provider Handbook, including additions and revision, which is incorporated by reference herein.
- c. Contractor will report quarterly on SOC implementation progress to the assigned AOD Analyst.

2. Continuous Quality Improvement

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

- a. Contractor will develop and implement a Quality Improvement plan with an emphasis on continuous quality improvement, quality review, and quarterly utilization.
- b. Contractor will solicit feedback from service recipients on an annual basis, at minimum. Client feedback process may include but is not limited to: focus groups and client satisfaction surveys.
- c. Contractor will implement a process to share client feedback with the QI committee. Consideration of client feedback will be incorporated into future QI plans.
- d. Contractor shall report quarterly to the assigned AOD Analyst on QI plan implementation, progress and client feedback results.
- e. Contractors receiving MHSA funding to treat clients with COD shall comply with additional reporting requirements as outlined in the online AOD Provider Handbook.

3. Co-occurring/Complex Disorders

Contractor will work to improve treatment outcomes for co-occurring/complex clients by providing the following:

- a. Contractor will participate as a Change Agent and will delegate participation in monthly activities to effect the changes necessary to maintain and enhance Co-occurring Disorders (COD) capability.
- b. Contractor will establish a COD work plan that continues to assess and

address the needs of complex clients. This COD work plan may be a part of the Contractor's QI program, Standards of Care Work Plan, or it may be a separate process.

- c. Contractor will report quarterly to the assigned AOD Analyst on the progress and outcomes of the COD work plan.
- d. Contractors receiving Mental Health Services Act (MHSA) funding to treat clients with COD shall comply with additional reporting requirements as outlined in the online AOD Provider Handbook.

4. AVATAR Electronic Health Record

Contractor worked collaboratively with BHRS in the implementation of the new system by:

- a. Participating in the development, training, implementation and utilization of the required AVATAR system.
- b. Maintaining compliance with all documentation, reporting, billing and all other data requirements as required in the AOD Provider Handbook, including additions and revision.
- c. Continuing to use the DAISY data system for all reporting requirements through June 30, 2013.
- d. Contractor shall enter client service data into Avatar for service being provided under County contract and includes: date of service, service type, service units and service duration.
- e. 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.

B. Qualified Service Organization

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

- 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, problem resolution, and utilization review; and
6. Education, training and technical assistance as needed.

In addition, BHRS:

1. Acknowledges that in receiving, storing, processing, or otherwise using any information from the alcohol/drug program about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Alcohol and Drug Abuse Patient Records, 42 C.F.R. Part 2;
2. Undertakes 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.

C. Building Capacity

The County seeks to build capacity and increase access to treatment services for San Mateo County residents. Contractor will work with BHRS to maximize the revenues and increase access to care in the following ways:

1. MCE

Contractor will work in partnership with BHRS to provide substance use disorder treatment services to beneficiaries of MCE. All services will be delivered in compliance with BHRS policies and procedures found in the AOD Provider Handbook and the BHRS Documentation Manual located at:
<http://www.co.sanmateo.ca.us/Attachments/health/pdfs/bhrs/ContractAgencies/BHRSDocManual.pdf>.

2. Other Revenue Enhancement

Contractor will work in conjunction with AOD to assess whether contracted agency is ready to expand services to Drug Medi-Cal, Minor Consent Medi-Cal, or other new revenues opportunities.

D. MCE Program Requirements

1. Contractor will screen all incoming clients for health coverage, including MCE eligibility and current MCE enrollment. MCE client eligibility shall be verified prior to service provision;

2. Contractor will facilitate enrollment into MCE, ACE, Medi-Cal and other health coverage programs for clients who are likely eligible for public benefits but not enrolled;
3. Contractor will not charge clients with MCE eligibility for substance use treatment services;
4. Contractor will request and obtain modality and service authorizations and reauthorizations for MCE enrolled clients from BHRS;
5. Contractor will document and provide authorized services to MCE clients in compliance with BHRS documentation guidelines;
6. Contractor will track and report on services and submit invoices for client MCE services provided following required policies and procedures;
7. Contractor will correct and resubmit disallowed claims, as requested;
8. Contractor will ensure that personnel delivering direct services to clients will have the appropriate professional license and/or certification as outlined in the AOD Provider Handbook.

E. CalWORKs Program Requirements

Contractor shall collect the following information and report it on a monthly basis: the client's name, DOB, DAISY ID#, CalWORKs/CalWIN#, Medi-Cal/BIC# (if applicable), case worker name, admission date, discharge date, the number of beds days, visit days, and/or staff hours including individuals and group visits, and the referring agency.

Contractor shall collect the following outcomes data on each client exiting treatment, and report it on a quarterly basis:

1. Employment status
2. Housing status
3. Status of current alcohol or other drug use

Further information on reporting forms and verifying clients' CalWORKs eligibility can be found on the AOD Provider Handbook.

F. Cultural Competency

Implementations of these guidelines are based on the National Culturally and

Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at 650-573-2714 or jafrica@smcgov.org

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Program Manager and the Health Equity Initiatives Manager (HEIM) by September of the fiscal year. The annual cultural competence plan will include, but is not limited to the following:
 - a. Implementation of policies and practices that are related to promoting diversity and cultural competence.
 - b. Contractor forum for discussing relevant and appropriate cultural competence-related issues. (such as a cultural competence committee)
 - c. Collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation.
 - d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services with clients in a culturally and linguistically appropriate manner.)
 - e. Staff training plan related to cultural competency. Contractor will ensure that all program staff receives at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services.
2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council for the term of the Agreement. Contractor shall submit to BHRS ODE by March 31st, a list of staff who have participated in these efforts. For more information about the Cultural Competence Council (CCC), and other cultural competence efforts within BHRS, contact HEIM.
3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If contractor is unable to provide services in those languages, the contractor is expected to contact Access Call Center or their BHRS Program Manager for consultation. If additional language resources are needed, please contact HEIM.
4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages

in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.

5. Technical Assistance

Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the Program Manager and HEIM (jafrica@smcgov.org) to plan for appropriate technical assistance.

G. Ineligible Employees

1. Office of Inspector General

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

2. California Department of Health Services

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

http://files.medi-cal.ca.gov/pubsdoco/publications/bulletins/part1/part1bull_1.asp

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

I. Administering Satisfaction Surveys

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

J. Retention of Records

Paragraph 13 ("Retention of Records") of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary records (including medical and/or clinical records) for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

K. Advances Directives

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

L. Beneficiary Rights

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

M. 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.

N. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the Mental Health Compliance Plan and Code of Conduct. These documents are available at www.sanmateo.networkofcare.org/mh by following the links: "For Providers" to "Service Provider Forms and Documents." In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

O. Fingerprint Compliance

At County's sole discretion, Contractor certifies that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing

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

IV. GOALS AND OBJECTIVES – SEEKING SAFETY

Goal: To see a reduction in co-occurring substance abuse and PTSD and/or trauma-related symptoms in high risk transitional age youth who participate in Seeking Safety groups in a variety of community settings.

Objective 1: To provide at least ninety-six (96) Seeking Safety groups during FY 2012-13 at a variety of community sites.

Objective 2: To provide screening for substance abuse and trauma prior to group participation and upon group completion.

Goal: To increase positive social functioning and use of effective coping skills.

Objective 1: A decrease in utilization of Psychiatric Emergency services (PES) by fifty percent (50%) by the transitional age youth who participates in Seeking Safety groups six (6) months after completion of the group as compared to the 6-month period prior to group enrollment.

Objective 2: An increase in pro-social activities such as school, work, volunteering, attending the TAY drop-in center, spending time with family and other community activities.

**EXHIBIT B – PAYMENTS AND RATES
EL CENTRO DE LIBERTAD
2011 – 2014**

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

I. PAYMENTS

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3. ("Payments") of this Agreement, County shall pay Contractor in the manner described below, except that any and all payments shall be subject to the conditions contained in this Agreement. Contractor shall receive monthly payments as outlined below, upon timely submission of reports as outlined in the AOD Provider Handbook.

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

July 1, 2011 – June 30, 2012

	Funding Amount	Monthly Payment
Seeking Safety	\$40,000	\$3,333

July 1, 2012 – June 30, 2013

	Funding Amount	Monthly Payment
Seeking Safety	\$40,000	\$3,333

July 1, 2013 – December 31, 2013

	Funding Amount	Monthly Payment
Seeking Safety	\$20,000	\$3,333

The maximum amount County shall be obligated to pay for services rendered shall not exceed ONE HUNDRED THOUSAND DOLLARS (\$100,000). Contractor shall be paid in thirty (30) monthly payments of THREE THOUSAND THREE HUNDRED THIRTY-THREE DOLLARS (\$3,333).

B. Fixed Rate Payments

July 1, 2011- June 30, 2012

Services	Funding Amount	Monthly Funding Amount	Rate	Units Of Service	# clients to be served
NRC Funded Prevention (community-based partnership)	\$125,000	\$10,417			
NRC Outpatient	\$67,735	\$5,645	\$52.55	1,289	40
County Funded Adult	\$240,534	\$20,045		4,577	256

Outpatient			\$52.55		
County Adolescent Outpatient	\$78,107	\$4,570	\$52.55	1,044	32
CalWorks	\$30,000	\$2,500	\$52.55	571	
MCE – County Match	\$50,000	\$6,106			
Co-Occurring Disorders	\$17,355	\$1,446	\$52.55	330	15
TOTAL	\$608,731	\$54,062			

July 1, 2012 – June 30, 2013

Services	Funding Amount	Monthly Funding Amount	Rate	Units Of Service	# clients to be served
NRC Funded Prevention (community-based partnership)	\$125,000	\$10,417			
NRC Outpatient	\$67,735	\$5,645	\$52.55	1,289	40
County Funded Adult Outpatient	\$240,534	\$20,045	\$52.55	4,577	256
County Adolescent Outpatient	\$54,835	\$4,570	\$52.55	1,044	32
CalWorks	\$30,000	\$2,500	\$52.55	571	
MCE – County Match	\$73,272	\$6,106			
Co-Occurring Disorders	\$17,355	\$1,446	\$52.55	330	15
TOTAL	\$608,731	\$54,062			

July 1, 2013 – December 31, 2013

Services	Funding Amount	Monthly Funding Amount	Rate	Units Of Service	# clients to be served
NRC Funded Prevention (community-based partnership)	\$62,500	\$10,417			
NRC Outpatient	\$33,868	\$5,645	\$52.55	644	20
County Funded Adult Outpatient	\$120,267	\$20,045	\$52.55	2,288	128
County Adolescent Outpatient	\$27,418	\$4,570	\$52.55	522	16
CalWorks	\$15,000	\$2,500	\$52.55	285	
MCE – County Match	\$36,636	\$6,106			
Co-Occurring Disorders	\$8,678	\$1,446	\$52.55	165	7
TOTAL	\$304,366	\$54,062			

The maximum fixed rate amount County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE MILLION FIVE HUNDRED TWENTY-ONE THOUSAND EIGHT HUNDRED TWENTY-EIGHT DOLLARS (\$1,521,828). Contractor shall be paid in thirty (30) monthly payments of FIFTY-FOUR THOUSAND SIXTY-TWO DOLLARS (\$54,062).

C. MCE Match and Federal Financial Participation

1. MCE Rates

MCE service reimbursement requires unmatched local or state funding to match federal funds. This funding has been identified as "MCE County Match" within this Agreement. Federal reimbursement fifty percent (50%) is the current published Federal Financial Participation (FFP) percentage. Rates for FY 2012-13 shall be established subsequent to the Agreement and shall be communicated to Contractor through an administrative memorandum that will be an attachment to the Agreement.

2. MCE Maximum

MCE services described in Exhibit A, Section I.B.3 shall be funded by County match fifty percent (50%) and FFP fifty percent (50%). The fifty percent (50%) County match is included in the fixed rate payments. The FFP shall be paid on a fee-for-service format based upon monthly invoices provided by the Contractor.

The FFP maximum for the term July 1, 2011 through June 30, 2012, shall not exceed FIFTY THOUSAND DOLLARS (\$50,000).

July 1, 2011 – June 30, 2012

Service	Unit Rate
County Funded Match	\$50,000
Federal Financial Participation (FFP)	\$50,000
TOTAL MCE SERVICE FUNDING	\$100,000

The FFP maximum for the term July 1, 2012 through June 30, 2013, shall not exceed SEVENTY-THREE THOUSAND TWO HUNDRED SEVENTY-TWO DOLLARS (\$73,272).

July 1, 2012 – June 30, 2013

Service	Unit Rate
County Funded Match	\$73,272
Federal Financial Participation (FFP)	\$73,272
TOTAL MCE SERVICE FUNDING	\$146,544

The FFP maximum for the term July 1, 2013 through December 31, 2013, shall not exceed THIRTY-SIX THOUSAND SIX HUNDRED THIRTY-SIX DOLLARS (\$36,636).

July 1, 2013 – December 31, 2013

Service	Unit Rate
County Funded Match	\$36,636
Federal Financial Participation (FFP)	\$36,636
TOTAL MCE SERVICE FUNDING	\$73,272

The maximum payment for MCE services, including both the County match and the FFP, shall not exceed THREE HUNDRED NINETEEN THOUSAND EIGHT HUNDRED SIXTEEN DOLLARS (\$319,816).

3. MCE Reporting and Reconciliation

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

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

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

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

If the final reconciliation shows that services were provided to MCE eligible clients for which MCE payment was not made, County shall pay Contractor up to the difference of what was already paid for services and would be due at MCE rates. In any case, the maximum payment will not exceed the Agreement maximum as established in Paragraph I.A. of this Exhibit B.

4. Billing

MCE services will be billed and reimbursed in accordance with the AOD Provider Handbook and the BHRS Documentation Handbook. County funded MCE match is paid on a fixed rate basis and will be reconciled to the actual service billed on a quarterly basis. In the event that Contractor fails to meet contractual obligations in MCE service delivery and billing, BHRS may suspend or withhold payment of MCE match. In the event that Contractor

exceeds billing target, the County may, at its option, amend the Agreement to increase the amount of MCE match in order to maximize FFP payments.

5. MCE Disallowances

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

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

D. Variable Rate/Fee for Service

For the term July 1, 2011 through June 30, 2012, the County's total fiscal obligation for the aggregate amount allocated between all Contractors who provide the same or similar services shall not exceed EIGHT HUNDRED NINE THOUSAND SIX HUNDRED SEVENTY-EIGHT DOLLARS (\$809,678).

July 1, 2011 – June 30, 2012

Funding Source	Service	Unit Rate
Drug Court/Cal EMA	Individual/Group Session	\$50.00 Per Staff Hour
	Aftercare Treatment	\$40.00 Per Hour
	Drug Test	\$30.00 Per Screen
	Marriage Counseling	\$50.00 Per Staff Hour
Ryan White	Outpatient	\$50.00 Per Staff Hour
Achieve 180	Outpatient	\$50.00 Per Staff Hour

For the term July 1, 2012 through June 30, 2013, the County's total fiscal obligation for the aggregate amount allocated between all Contractors who provide the same or similar services shall not exceed FIVE HUNDRED SEVENTY-FIVE THOUSAND THREE HUNDRED EIGHTY-EIGHT DOLLARS (\$575,388).

July 1, 2012 – June 30, 2013

Funding Source	Service	Unit Rate
Drug Court/Cal EMA	Individual/Group Session	\$50.00 Per Staff Hour
	Aftercare Treatment	\$40.00 Per Hour
	Drug Test	\$30.00 Per Screen

	Marriage Counseling	\$50.00 Per Staff Hour
Ryan White	Outpatient	\$50.00 Per Staff Hour
Achieve 180	Outpatient	\$50.00 Per Staff Hour

For the term July 1, 2013 through December 31, 2013, the County's total fiscal obligation for the aggregate amount allocated between all Contractors who provide the same or similar services shall not exceed ONE HUNDRED EIGHTY-FOUR THOUSAND EIGHTY-FOUR DOLLARS (\$184,084).

July 1, 2013 – December 31, 2013

Funding Source	Service	Unit Rate
Drug Court	Individual/Group Session	\$50.00 Per Staff Hour
	Aftercare Treatment	\$40.00 Per Hour
	Drug Test	\$30.00 Per Screen
Ryan White	Outpatient	\$50.00 Per Staff Hour
Achieve 180	Outpatient	\$50.00 Per Staff Hour

1. Criminal Justice Realignment (CJR)

a. CJR Clients with MCE Coverage

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

Rates for CJR clients with MCE coverage are described in paragraph I.B.1 of this Exhibit B.

b. CJR Clients without MCE Coverage

For individuals referred by the CJR who are non-MCE beneficiaries, reimbursement for services shall be on a fee for services. These services shall be reimbursed in full through designated CJR funds.

Rates for clients who are not eligible for MCE coverage are established in paragraph I.C. of this Exhibit B.

c. CJR Maximum

- i. For the term July 1, 2011 through June 30, 2012, the maximum payment for CJR services, including both the County match and the FFP for MCE services, and CJR funding for non-MCE covered services shall not exceed an aggregated amount of TWO HUNDRED FORTY THOUSAND DOLLARS (\$240,000).

- ii. For the term July 1, 2012 through June 30, 2013, the maximum payment for CJR services, including both the County match and the FFP for MCE services, and CJR funding for non-MCE covered services shall not exceed an aggregated amount of TWO HUNDRED SEVENTY-EIGHT THOUSAND EIGHT HUNDRED SEVENTY-SEVEN DOLLARS (\$278,877).
- iii. For the term July 1, 2013 through December 31, 2013, the maximum payment for CJR services, including both the County match and the FFP for MCE services, and CJR funding for non-MCE covered services shall not exceed an aggregated amount of ONE HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED THIRTY-EIGHT DOLLARS (\$139,438).

The maximum payment for alcohol and drug treatment services and criminal justice realignment shall not exceed an aggregate amount of TWO MILLION TWO HUNDRED TWENTY-SEVEN THOUSAND FOUR HUNDRED SIXTY-FIVE DOLLARS (\$2,227,465).

E. Fee for Service with Allocation

1. Bay Area Services Network (BASN)

For the term July 1, 2011 through June 30, 2012, County shall pay Contractor SEVEN THOUSAND THREE HUNDRED THREE DOLLARS (\$7,303).

July 1, 2011 – June 30, 2012

Funding Source	Service	UOS	Unit Rate
BASN Funded Services	Outpatient	145	\$50.00 Per Staff Hour

For the term July 1, 2012 through June 30, 2013, THIRTEEN THOUSAND SEVEN HUNDRED ELEVEN DOLLARS (\$13,711).

July 1, 2012 – June 30, 2013

Funding Source	Service	UOS	Unit Rate
BASN Funded Services	Outpatient	272	\$50.00 Per Staff Hour

For the term July 1, 2013 through December 31, 2013, SIX THOUSAND EIGHT HUNDRED FIFTY-SIX DOLLARS (\$6,856).

July 1, 2013 – December 31, 2013

Funding Source	Service	UOS	Unit Rate
BASN Funded Services	Outpatient	272	\$50.00 Per Staff Hour

In full consideration of the BASN services provided, County shall pay Contractor a maximum of TWENTY-SEVEN THOUSAND EIGHT HUNDRED SEVENTY

DOLLARS (\$27,870) for Outpatient Treatment Services.

F. 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 County Health System Chief.

1. Deferred Entry of Judgment

Contractor shall remit monthly to the County AOD Administrator 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 checks, and collections for drug testing for the DEJ program.

G. Required Fiscal Documentation

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

H. Contract Maximum

In any event, the maximum amount County shall be obligated to pay for all services rendered under this Agreement shall not exceed FOUR MILLION THIRTY-SEVEN THOUSAND SEVENTY-ONE DOLLARS (\$4,037,071).

I. Contract Amendments

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

J. Monthly Invoices and Reports

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:

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

K. Early Termination

In the event this Agreement is terminated prior to December 31, 2013, 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.

L. County May Withhold Payment

Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). Documentation shall be completed in compliance with the County Documentation Manual (as defined in Paragraph I.A of Exhibit A). 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 BHRS of the Health System.

M. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any

N. Anticipated Change in Revenue

County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.

O. Claims/Invoice Certification and Program Integrity

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal

Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.

2. Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

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

Executed at _____ California, on _____, 20__

Signed _____ Title _____

Agency _____"

ATTACHMENT I

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

The undersigned (hereinafter called the "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☒ a. Employs fewer than 15 persons. (or no employees)
- ☐ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

George Borg
Name of 504 Person - Type or Print

El Centro de Libertad
Name of Contractor(s) - Type or Print

500 Allerton Avenue
Street Address or P.O. Box

Redwood City, CA 94063
City, State, Zip Code

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

George Borg
Signature

CEO
Title of Authorized Official

5-1-2013
Date

*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."