

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
FREE AT LAST**

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and FREE AT LAST, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of alcohol and other drug recovery services.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO
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 C—Election of Third Party Billing Process

Attachment D—Payor Financial Form

Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. 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 TWO MILLION TWO HUNDRED SIXTY-EIGHT THOUSAND SIX DOLLARS (\$2,268,006).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2014 through June 30, 2015.

This Agreement may be terminated by Contractor, the Chief of the Health System, or 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 County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

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

6. Relationship of Parties

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

7. Hold Harmless

7.1 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.

7.2 Intellectual Property Indemnification.

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 ("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; (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.

8. Assignability and Subcontracting

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

9. Insurance

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.

- (1) **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, (a) that 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) that it will comply with such provisions before commencing the performance of work under this Agreement.
- (2) **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 by 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 amount specified below.

Such insurance shall include:

- | | | |
|-----|---|-------------|
| (a) | Comprehensive General Liability | \$1,000,000 |
| (b) | Motor Vehicle Liability Insurance | \$1,000,000 |
| (c) | Professional Liability. | \$1,000,000 |

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (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.

10. 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 handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and 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 Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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

11. Non-Discrimination and Other Requirements

- A. *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 handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. 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.
 - ☐ 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 Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.
- 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. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:
- i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation; 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 examine Contractor's employment records with respect to compliance with this Section and/or to set off 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.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing

Commission, or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they 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 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."

13. Retention of Records, Right to Monitor and Audit

(a) Contractor shall maintain all required records 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 of County, a Federal grantor agency, and the State of California.

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

14. Merger Clause & Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein 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.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, 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 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.

16. 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: Adrianna Muckel, Program Analyst
Address: 400 Harbor Boulevard, Building E, Belmont, CA 94002
Telephone: (650) 802-6587
Facsimile: (650) 802-6440
Email: amuckel@smcgov.org

In the case of Contractor, to:

Name/Title: Susan Cortopassi, Executive Director
Address: 1796 Bay Road, East Palo Alto, CA
Telephone: (650) 462-6999
Facsimile: (650) 462-1055
Email: sue@freeatlast.org

17. 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.

SIGNATURE PAGE TO FOLLOW

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

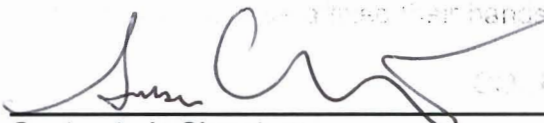
Date: _____

ATTEST:

By: _____
Clerk of Said Board

FREE AT LAST

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


Contractor's Signature

Date: 10.23.13

By: _____
President, Board of Supervisors
San Mateo County

(Revised 7/1/13)

Date: _____

EXHIBIT A - SERVICES
FREE AT LAST
JANUARY1, 2014 – JUNE 30, 2015

The County has hired an independent auditor to review Free at Last (FAL) financial information. The preliminary audit has substantial findings. FAL will be provided a copy of the formal audit report once finalized. Continued treatment services funding is contingent upon BHRS approval of the Contractor plan of correction based on Auditor recommendations and based on evidence of implementation of the plan of correction and compliance with Auditor recommendations.

In an effort to meet healthcare reform guidelines, Behavioral Health and Recovery Services (BHRS) is focusing on the development and integration of services such as: primary care and behavioral health care services, system and service coordination, health promotion, prevention services, screening and early intervention, treatment services, resilience and recovery support, social integration promotion, employment services, housing and educational services, and services supporting optimal health and productivity. A full range of high quality services is necessary to meet the varied needs of County residents, including: age range, gender, cultural needs, and the promotion of healthy behavior and lifestyles (a primary driver of health outcomes). BHRS anticipates that the roles and responsibilities associated with the change in structure, financing and operation of the redesign may fluctuate or be re-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 will maintain compliance with requirements listed in 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 located at: <http://smchealth.org/bhrs/aod/handbook>.

A. SERVICES

Behavioral Health and Recovery Services in partnership with community based contracted providers, maintains county-wide comprehensive, integrated, substance use disorder treatment, and recovery supports. These efforts focus on making treatment and recovery services accessible and available for San Mateo County residents in need of treatment, and to improve the core life domains of AOD clients.

1. Minimum Treatment Services

Contractor shall provide Substance Abuse Treatment and Recovery Services in an alcohol and drug free environment with structure and supervision to further a participant's ability to improve his/her level of functioning. A program providing services to San Mateo County residents must be certified and/or licensed by Department of Health Care Services (DHCS) Licensing and Certification Division.

a. Outpatient Services

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 for each client, at a minimum of thirty (30) minutes bi-weekly, or one (1) hour per month. Perinatal providers must be in compliance with DHCS's Perinatal Services Network (PSN) guidelines (Provide link) and Adolescent Providers shall also adhere to the Youth Treatment Guidelines set forth by the DHCS (Provide link).

b. Day Treatment Services

An outpatient alcohol and/or other drug service that is provided to clients at least three (3) hours per day and at least three (3) days per week, for a minimum of nine (9) direct service hours per week. Perinatal day treatment services must be in compliance with the DHCS PSN guidelines located in the AOD Provider Handbook. Adolescent Providers shall also adhere to the Youth Treatment Guidelines set forth by the DHCS located in the AOD Provider Handbook.

c. Individual and Family Therapy

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

- i. Ancillary counseling, including individual, group, and/or conjoint family counseling/therapy.
- ii. The ancillary counseling services will be provided by Licensed Marriage Family Therapist (LMFT), Licensed Clinical Social Worker (LCSW), Psychologist, or other licensed clinical professional staff. Any counseling services provided by non-licensed staff shall be under the supervision of a licensed professional and meet the standards as required by the state licensing guidelines.

- iii. The licensed clinical professional will provide frequent, regular updates regarding the participants' participation to the Case Manager and/ or AB109 Team, CalWORKs, or Drug Court.
- d. **Adult Residential**
A minimum of twenty (20) hours per week of counseling and/or structured therapeutic activities shall be provided for each client. Services may include: recovery or treatment planning, psycho-education, process and support groups, case management and ancillary services. Individual counseling shall be provided for each client, at a minimum of thirty (30) minutes per week or one (1) hour bi-weekly.
- e. **Adult Room and Board**
Services shall be provided in a nonmedical residential recovery setting that provides counseling and support services in a structured environment. Residents must be enrolled in a DHCS certified Outpatient Treatment or Day Treatment program receiving a minimum of twenty (20) hours per week of counseling and/or structured therapeutic activities.
- f. **Drug Medi-Cal**
Effective January 1, 2014, Drug Medi-Cal Rates shall be established subsequent to the agreement and shall be communicated to Contractor through an administrative memorandum that will serve as an amendment to the agreement.

Drug Medi-Cal(DMC) certified substance abuse clinics shall be limited to the following modalities of treatment services as described in Title 22, California Code of Regulations (CCR), Section 51341.1: DMC Perinatal services shall be certified in accordance with DMC Perinatal regulations.
- i. **Outpatient Drug Free Treatment-** outpatient service directed at stabilizing and rehabilitating persons with Substance Use Disorder diagnoses.

- ii. Day Care Rehabilitative Treatment means outpatient counseling and rehabilitation services provided at least three (3) hours per day, three (3) days per week to persons with Substance Use Disorder diagnoses, who are pregnant or in the postpartum period, and/or to Early and Periodic Screening Diagnosis, and Treatment (EPSDT)-eligible beneficiaries. For outpatient drug free treatment services and narcotic treatment programs, group counseling shall be conducted with no less than four and no more than 10 clients at the same time, only one of whom needs to be a Medi-Cal beneficiary.
- iii. Perinatal Residential – Treatment provided to pregnant and postpartum women in facilities of 16 beds or less, not including beds occupied by children. Services are provided in a non-medical, residential program which provides rehabilitation services to pregnant and postpartum women with Substance Use Disorder diagnoses.
- iv. Residential Recovery services, including chemical dependency treatment in a nonmedical transitional residential recovery setting that provides counseling and support services in a structured environment.
- g. Sober Living
Sober Living Environments (SLEs) are also known as Transitional Living Centers or Alcohol/Drug Free Housing. SLE programs cannot provide any treatment, recovery, or detoxification services. SLE residents must have completed or are enrolled in DHCS certified Outpatient Treatment or Day Treatment. Treatment coordination is required.
- h. Urine Analysis Testing
Urine Analysis (UA) Testing is used as a therapeutic intervention and as a 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.
- i. Transportation
The arrangement for, or the transportation of, a client to and from treatment services.

B. Fixed Rate Services

1. NRC Outpatient Treatment
2. County Funded Outpatient
3. Mental Health Services Act Co-Occurring
4. County Residential
5. NRC Perinatal Residential
6. County Perinatal Residential

C. Fee For Service

1. Drug Court Funded Services
 - a. Outpatient Treatment Services
 - b. Drug Testing
 - c. Sober Living Environment (SLE)
 - d. Residential
 - e. Individual and Family Therapy
2. Achieve 180 Re-Entry Services (January 1, 2014 – March 31, 2014)
 - a. Outpatient Treatment Services
 - b. Residential Services
3. Criminal Justice Realignment

Contractor will 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.

- a. Outpatient Treatment Services

- b. Residential Treatment Services
 - c. UA Testing
 - d. Individual and Family Therapy
4. Drug Medi-Cal Services

Contractor shall provide DMC services in compliance with DHCS requirements pending final approval of Centers for Medicare and Medicaid and the State Department of Alcohol and Drug Services.

D. Bay Area Service Network Fee For Service With Allocation

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.

Contractor will provide a minimum one hundred eighty (180) days of BASN alcohol and drug treatment per BASN participant per year.

- 1. Outpatient Treatment
- 2. Sober Living Environment (SLE)
- 3. Residential

E. Description of Unique Program Services

- 1. Residential Treatment Programs are highly structured programs and are based on the 12-Steps Recovery Fellowship. Program and scheduling of sessions may be changed and/or adjusted to accommodate client needs. Residential Program includes:
 - a. Once a week case management
 - b. Once a week Individual sessions
 - c. Group Process
 - d. 12-Step Meetings
 - e. Educational classes incorporating:
 - i. life skills development

- ii. communication
- iii. money management
- iv. reading assistance/tutoring
- v. computer training
- vi. weekly mental health educational sessions
- vii. employment development skills
- viii. family reunification/parenting skills

2. Outpatient Treatment Program

Outpatient Treatment Program is a highly structured program lasting six (6) to eight (8) months and is based on the 12-Steps Recovery Social Model. Outpatient programs are offered during days and/or evenings, and are in both English and Spanish. The program incorporates:

- a. group process
- b. Individual sessions
- c. 12-step meetings
- d. Case management
- e. Educational classes that encompass topics on:
 - i. life skills
 - ii. conflict resolution
 - iii. employment readiness training

F. Non-Reimbursable Services

1. Driving Under The Influence (DUI)

In accordance with the AOD Provider Handbook, Contractor will provide the DUI program services to clients who have been referred by the Department of Motor Vehicles, Probation, and the Superior Courts.

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:

- 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 substance use disorder, 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 County Behavioral Health and Recovery Services (BHRS);
- C. Referrals from other San Mateo County BHRS providers and Shelter referrals within San Mateo County.

III. ADMINISTRATIVE REQUIREMENTS

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.

A. SUD Services under the Affordable Care Act

Effective January 1, 2014, most residents will have health coverage either through Medi-Cal, or through an Other Health Care (OHC) provider. OHC coverage may be through the health care exchange marketplace or through employer based plans.

1. To maximize revenues and increase access to SUD treatment services, Contractor shall:
 - a. Screen all potential clients for health coverage;
 - b. Bill all eligible OHC payors financially responsible for a beneficiary's health care services;
 - c. Verify health coverage for all individuals seeking services. Coverage may be verified on the <https://www.medi-cal.ca.gov/Eligibility/Login.asp>.
2. Uninsured Residents seeking SUD Services
 - a. Contractor may provide and bill County or 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 is likely eligible for coverage.
 - b. Once health coverage is obtained by the client, Contractor shall:

- i. Medical Beneficiaries: provide and bill Drug Medi-Cal (DMC) for client services provided to Medi-Cal beneficiaries or transition client to DMC certified provider within 30 days coverage; or
 - ii. Other Health Care (OHC) Beneficiaries: provide and bill OHC provider for service, or transition client to OHC provider within 30 days of coverage.
- 3. Medi-Cal Beneficiaries Seeking SUD Services
 - a. Contractor shall bill Drug Medi-Cal (DMC) for services provided to Medi-Cal beneficiaries, if providing a service covered by DMC.
 - b. If client has Other Health Coverage (OHS) in addition to Medi-Cal, Contractor must follow process established under ADP Bulletin 11-01 including future DHCS updates regarding the processes Drug Medi-Cal claims for clients with OHC.
 - c. Contractor may provide services to Medi-Cal beneficiaries and bill County or NRC funds for services when the following Certification and Program requirements have been met:

4. Drug Medi-Cal Certification

Contractor shall submit DMC certification application to the DHCS. If the following conditions are met, Contractor may use County or NRC funding to provide services to Medi-Cal clients until DMC Certification is obtained.

- a. Original DMC benefit: Contractor must submit DMC certification application prior to January 1, 2014.
- b. Expanded benefit (effective January 1, 2014): Contractor must submit DMC certification application forty-five (45) days after the DHCS release of the revised DMC certification application, or by January 1, 2014, whichever date is later.
- c. Once DMC Certification has been received, all Medi-Cal beneficiary services must be billed to the DMC program for reimbursement.
- d. Contractor is ineligible for DMC certification for one of the following reasons:
 - i. zoning restrictions, and/or
 - ii. IMD exclusion, and/or

iii. program services are not covered by the DMC benefit.

e. Program and Client Requirements

i. The beneficiary has an indicated need for service, and

- 1) The indicated service is not covered by DMC. This may include residential detoxification, room and board for residential treatment, and targeted case management for outpatient treatment, or
- 2) The Contractor is providing services to meet unique client need which cannot be met by a DMC provider, such as language, or accessibility

B. OHC Beneficiaries Seeking SUD Services

1. SMC SUD Contractors are encouraged but not required become SUD providers under the Covered California exchange/marketplace and with the existing OHC plans.
2. Contractor shall bill all eligible OHC payors financially responsible for a beneficiary's health care services.
3. Individuals with OHC shall be referred to OHC provider network, if Contractor is not an OHC provider.
4. Anytime a client begins coverage under an OHC plan, Contractor has thirty (30) days to transition client to OHC provider and/or become an OHC provider.
5. When the client's OHC does not offer SUD Treatment Service and/or indicated level of care, Contractor may provide the service and bill County or NRC sources, if the following conditions have been met:
 - a. Prior Authorization for the service must be requested and granted by BHRS Call Center.
 - b. Contractor must follow established BHRS policies and procedures to receive County or NRC payment for services provided to OHC beneficiaries.

C. System-Wide Improvements

The County has identified a number of 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 (CSA)

- a. BHRS is redesigning the service delivery system to improve quality and access of clients to services. BHRS services will be divided in to six geographic community service areas.
- b. Contractor will participate in activities to improve partnership and service delivery within the CSA that the contractor is located.

2. 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.

In providing its services and operations, Contractor will maintain full compliance with SOC requirements and have a process to evaluate compliance and quality of implementation of each standard.

3. Complex Clients and Co-occurring Disorders

- a. Contractor will participate as a Change Agent and will delegate participation in monthly activities to effect the changes necessary to maintain and enhance COD capability.
- b. 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 implementation plan, or it may be a separate process.
- c. Contractor shall report quarterly to the assigned AOD Analyst on the progress and outcomes of the COD work plan.
- d. Contractors receiving MHSA funding to treat clients with COD shall comply with additional reporting requirements as outlined in the online AOD Provider Handbook.

4. Quality Improvement

- 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 Standards of Care, co-occurring and complex client capability, and client feedback.
- c. Contractor shall have established 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.
- d. Annual QI Plan
 - i. Contractor shall develop and implement an annual Quality Improvement Plan which addresses quality, policy, and process improvement needs identified by QI committee.
 - ii. Contractor annual QI plan is due to the assigned AOD Analyst no later than September 1 of the contract year.
 - iii. Contractor shall report quarterly to the assigned AOD Analyst on QI plan status, progress and client feedback results.

5. 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.

D. 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. Education, training and technical assistance as needed.
6. In addition BHRS will:
 - a. Acknowledge 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;
 - b. 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
 - c. Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

E. AVATAR Electronic Health Record

Contractor will work collaboratively with BHRS in the use of the electronic health record system by:

- a. Contractor shall enter client service data into Avatar for service being provided under County contract that includes: date of service, service type, service units and service duration.
- b. Contractor will maintain compliance with all documentation, reporting, billing and all other data requirements as required in the BHRS and the AOD Provider Handbook, including additions and revisions.
- c. 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.
- d. 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.

F. 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. Medi-Cal

Contractor will work in partnership with BHRS to provide substance use disorder treatment services to beneficiaries of Medi-Cal. All services will be delivered in compliance with Drug Medi-Cal Certification requirements and BHRS Policy and Procedures found in the AOD Provider Handbook.

2. Other Revenue Enhancement

Contractor will work in conjunction with AOD to assess whether contracted agency is ready to expand services to other Medi-Cal funded services or other new revenue opportunities.

G. 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.

H. Certification and Licensing

A program providing 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, Drug Medi-Cal, Short-Doyle Medi-Cal, Medi-Cal/Medicare.

I. Ineligible Employees

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

1. Office of Inspector General

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

2. Department of Health Care Services

Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health 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/faq.asp>, locate Medi-Cal suspension list on left navigation bar.

Contractor shall submit verification of the ineligible screening process on January 2nd of each contract year.

K. Advance Directives

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

L. Administering Satisfaction Surveys

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

M. Client Rights

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

Contractor shall comply with the California Department of Health Care Services requirements relating to client rights. Contractor shall include the following in Contractor's Policy and Procedures:

1. statement of non-discrimination by race, religion, sex, ethnicity, age, disability, sexual preference, and ability to pay
2. client rights;
3. grievance procedures;
4. appeal process for discharge;
5. program rules and regulations;
6. client fees;
7. access to treatment files in accordance with DHCS Executive Order #B-22/76
8. copy of the document shall be provided to each client upon admission or posted in a prominent place, accessible to clients

N. 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.

O. Licensing and Certification Report

Contractor shall submit a copy of any licensing report issued by a licensing agency or certifying entity 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

P. Surety Bond - Residential, and B&C's where they hold/distribute client funds

Retain and show proof of a bond issued by a surety company in accordance with County policy for a licensee who may be entrusted with care and/or control of client's cash resources. Contractor shall submit proof of surety bond no later than July 1, 2015.

Q. 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.

R. Documentation of Services

Contractor shall provide all pertinent documentation required for local, state and federal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). Documentation shall be completed in compliance with the BHRS Policies & Documentation Manual (as defined in Paragraph II. of this Exhibit A) located online at: <http://smchealth.org/SOCMHContractors>, and is incorporated by reference herein.

Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes).

S. 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 Behavioral Health Plan, if the Contractor serves only Medi-Cal clients.

T. Credentialing

Contractor is responsible for implementing a process to verify, at time of employment, the credentials of its clinical and/or certified counseling staff (or obtain a waiver). All clinical and/or certified counseling personnel must comply with HIPAA regulations to obtain a National Provider Identifier (NPI) number. The license and NPI information shall be reported to the County through the completion of a County provided credentialing form and submitted to the BHRS Quality Management team. Thereafter, on a yearly basis, Contractor is responsible to conduct a re-credentialing check verifying the NPI number, and ensure that qualification standards have been met and all applicable licenses are current. Verification of credentialing shall be submitted to the BHRS AOD analyst on January 2 of each contract year and/or as requested.

U. Staff Termination

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

V. 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.

W. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the BHRS Compliance Plan and Code of Conduct located at : <http://smchealth.org/sites/default/files/Compliance-CodeofConductfinal.pdf>. 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.

IV. GOAL AND OBJECTIVE

Contractor shall ensure that the following outcome objectives are pursued throughout the term of this Agreement:

GOAL: Increase the percentage of program participants with a successful treatment discharge.

OBJECTIVE: Contractor shall increase the percentage of successful treatment discharges from 67% to 69%. Successful treatment discharge occurs when a program participant completes his/her treatment/recovery plan or is transferred for continued treatment.

END OF EXHIBIT A

EXHIBIT B – PAYMENTS AND RATES
FREE AT LAST
JANUARY 1, 2014 – JUNE 30, 2015

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

I. PAYMENTS

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 ("Payments") 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://smchealth.org/sites/default/files/docs/BHS/AOD/PaymentandMonitoringProceduresFY13-14.pdf>

In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed TWO MILLION TWO HUNDRED SIXTY-EIGHT THOUSAND SIX DOLLARS (\$2,268,006).

B. Fixed Rate Payments

The maximum fixed rate amount County shall be obligated to pay for fixed rate services rendered under this Agreement shall not exceed NINE HUNDRED FOURTEEN THOUSAND THREE HUNDRED SIXTY-THREE DOLLARS (\$914,363). Contractor shall be paid in eighteen monthly payments of FIFTY THOUSAND SEVEN HUNDRED NINETY-SEVEN DOLLARS (\$50,797). Rates are referenced in the Schedule A – Fixed Rate Table.

C. Fee for Service

The maximum payment for alcohol and drug treatment services shall not exceed an aggregate amount of ONE MILLION ONE HUNDRED TWENTY-EIGHT THOUSAND ONE HUNDRED FIFTY-ONE DOLLARS (\$1,128,151). Rates are referenced in the Schedule A – Aggregate Fee for Service Rate Table.

D. Fee for Service with Allocation

Service specific reimbursement rates for Drug Medi-Cal FY 2014-15 are pending approval; and upon approval, shall be communicated to Contractor through an administrative memorandum that will serve as an amendment to the agreement.

The maximum payment for variable rate/fee for service with allocation services shall not exceed an amount of TWO HUNDRED TWENTY-FIVE THOUSAND FOUR HUNDRED NINETY-TWO DOLLARS (\$225,492). Rates are referenced in the Schedule A – Fee for Service with Allocation Rate Table.

E. 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 Agency Director.

1. First Offender Program

Contractor shall remit monthly to the BHRS AOD Administrator a seven percent (7%) administrative fee for First Offender Programs (FOP) 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 State administrative fees for the FOP.

F. 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.

G. Modifications

Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.

H. Ongoing Services

In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.

I. Disallowances

In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.

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.

J. Monthly Invoices 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

K. 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. More information regarding payments can be found in the AOD Provider

Handbook.

L. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, 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 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

M. Early Termination

In the event this Agreement is terminated prior to June 30, 2015, 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.

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. Documentation

Contractor shall provide all pertinent documentation required for MediCal, 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 disallowed by the State Department of Alcohol and Drug Programs.

P. Cost Report/Unspent Funds

1. Contractor shall submit to County a year-end cost report no later than ninety (90) days 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.

Q. Election of Third Party Billing Process – MediCal participants only

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 P 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.

T. Beneficiary Billing

Contractor shall accept, as payment in full, the amounts paid by the State in accordance with State Maximum Allowance plus any cost sharing charges (deductible, coinsurance, or copayment) required to be paid by the beneficiary. However, Contractors may not deny services to any DMC beneficiary on account of the beneficiary's inability to pay any or location of eligibility. Contractors shall not demand any

additional payment from the County, State, beneficiary, or other third party payers. Contractors shall not hold beneficiaries liable for debts in the event the County or the State becomes insolvent, or for costs of DMC covered services for which the State or County does not pay the Contractor.

U. 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. 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 _____"

END OF EXHIBIT B

SCHEDULE A
FREE AT LAST
FIXED RATE TABLE

I. FIXED RATE PAYMENTS

January 1, 2014 – June 30, 2014

Services	Funding Amount	Monthly Funding Amount	Rate	Units of Service per FY	Clients to be Served	Slots
NRC Perinatal Residential	\$88,915	\$14,819				
County Perinatal Residential	\$20,852	\$3,475				
NRC Outpatient	\$21,583	\$3,597				
County Outpatient	\$14,910	\$2,485				
County Residential	\$92,824	\$15,471				
County Funded	\$50,000	\$8,333				
MHSA Co-occurring	\$15,702	\$2,617				
TOTAL	\$304,788	\$50,797				

July 1, 2014 – June 30, 2015

Services	Funding Amount	Monthly Funding Amount	Rate	Units of Service per FY	Clients to be Served	Slots
NRC Perinatal Residential	\$177,830	\$14,819				
County Perinatal Residential	\$41,705	\$3,475				
NRC Outpatient	\$43,167	\$3,597				
County Outpatient	\$29,820	\$2,485				
County Residential	\$185,649	\$15,471				
County Funded	\$100,00	\$8,333				
MHSA Co-occurring	\$31,404	\$2,617				
TOTAL	\$609,575	\$50,797				

For Outpatient Services only, CalWORKs clients urine analysis will be reimbursed at a rate not to exceed the actual cost of the drug screen, plus an administrative fee as specified in the Contractor's approved Drug Testing Plan.

CalWORKS Modalities and Rates are equivalent to County modalities and rates. Individual & Family Therapy is \$2.61 per minute.

SCHEDULE A
FREE AT LAST
AGGREGATE FEE FOR SERVICE RATE TABLE

I. AGGREGATE FEE FOR SERVICE

January 1, 2014 – June 30, 2014

Funding Source	Service	Unit Rate
Drug Realignment /Adult Drug Court Discretionary Grant	Individual/Group Session	\$50.00 per staff hour
	Residential	\$90.00 per bed day
	Sober Living Environment	\$22.00 per bed day
*Achieve 180	Outpatient	\$50.00 per staff hour
	Residential	\$90.00 per bed day
Criminal Justice Realignment	Outpatient	\$50.00 per staff hour
	Residential	\$90.00 per bed day

*Achieve 180 funding ends March 30, 2014

July 1, 2014 – June 30, 2015

Funding Source	Service	Unit Rate
Drug Realignment /Adult Drug Court Discretionary Grant	Individual/Group Session	\$50.00 per staff hour
	Residential	\$90.00 per bed day
	Sober Living Environment	\$22.00 per bed day
Criminal Justice Realignment	Outpatient	\$50.00 per staff hour
	Residential	\$90.00 per bed day

SCHEDULE A
FREE AT LAST
FEE FOR SERVICE WITH ALLOCATION RATE TABLE

I. FEE FOR SERVICE WITH ALLOCATION

January 1, 2014 – June 30, 2014

Funding Source	Service	Unit Rate
BASN Funded Services	Outpatient	\$46.00 per staff hour
	Residential	\$73.00 per bed day
	SLE	\$22.50 per bed day
Drug Medi-Cal	Outpatient Drug Free	Pending
	Day Care Rehabilitative	Pending
	Perinatal Residential	Pending
	Residential Recovery	Pending

July 1, 2014 – June 30, 2015

Funding Source	Service	Unit Rate
Drug Medi-Cal	Outpatient Drug Free	Pending
	Day Care Rehabilitative	Pending
	Perinatal Residential	Pending
	Residential Recovery	Pending

- * The BASN Allocation reflects your annual allocation, and includes the maximum allocation that was included in the amendment extending the term of the agreement through December 31, 2013.

Attachment C
Election of Third Party Billing Process

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

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

Option One

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

We, Free at Last, 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 (BHRS) so that BHRS 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 BHRS Billing Office with the completed "assignment" that indicates the client's permission for BHRS to bill their insurance.

We, Free at Last, elect option two.

 _____
Signature of authorized agent Name of authorized agent

650. 462. 6912
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 is Full scope Mcal, skip the remaining sections of this form and fax to MIS/Billing Unit - 573-2110
 Is Client Potentially Eligible for Medi-Cal Benefits? ☐ 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)**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 Medi-Care 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

ENTERED BY _____

San Mateo County Mental Health Services Use Only
 CLIENT ACCOUNT # _____

DATA ENTRY DATE _____

Instructions for Clearing Medi-Cal Share of Cost Using Internet

- Double click on Internet Explorer
- Type in the address box: <https://www.medi-cal.ca.gov/eligibility>
- From the Login Center Transaction Services screen, enter
Userid: **your provider number preceded by 5 zeros**
- Enter state assigned password - call Medi-Cal Provider Relations Phone Support @
1-800-541-5555
- Click on Submit or press enter
- From the Transaction Services screen, double click on Determine
Share of Cost
- From Perform SOC screen fill in the following fields:
 - Recipient ID – enter the client's Social Security # (without dashes)
 - Date of Birth – enter the client's DOB (mm/dd/yyyy)
 - Date of Card Issue – if unknown, and clearing service for the current month, enter today's date. If you are clearing a retroactive service, you must have the BIC issue date. (mm/dd/yyyy)
 - Date of Service – enter service date for the "SOC Clearance." (mm/dd/yyyy)
 - Procedure Code – enter the procedure code for which the SOC is being cleared. The procedure code is required. (90862, 90841, 90882, etc.)
 - Billed Amount – enter the amount in dollars and cents of the total bill for the procedure code. (ex. 100 dollars would be entered as 100.00). If you do not specify a decimal point, a decimal followed by two zeros will be added to the end of the amount entered.
 - Share of Cost Case Number – optional unless applying towards family member's SOC case
 - Amount of Share of Cost – optional unless a SOC case number was entered
 - Click on Submit or press enter

Note:

Click on Back - to return to Transaction Services screen

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

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

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

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

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

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

Instructions for Obtaining Medi-Cal Eligibility Using Internet

- Double click on Internet Explorer.
- Type in the address box: **<https://www.medi-cal.ca.gov/eligibility>**
- From the Login Center Transaction Services screen, enter
Userid: **usually 5 zeros followed by your provider number**
- Enter state assigned password – call Medi-Cal Provider Relations Phone Support @
1-800-541-5555
- Click on Submit or press enter
- From the Transaction Services screen, double click on Determine Patient's Eligibility
- From Perform Eligibility screen fill in the following fields:
 - Recipient ID – enter the client's Social Security # (without dashes)
 - Date of Birth – enter the client's DOB (mm/dd/yyyy)
 - Date of Card Issue – if unknown, enter today's date (mm/dd/yyyy)
 - Date of Service – enter the date on which the service is to be performed (mm/dd/yyyy)
 - Click on Submit or press enter

Note:

Click on Back - to return to Transaction Services screen

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

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

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.

Susan Cortopassi

Name of 504 Person - Type or Print

Free at Last

Name of Contractor(s) - Type or Print

1796 Bay Road

Street Address or P.O. Box

East Palo Alto, CA 94303

City, State, Zip Code

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

[Signature]
Signature

Executive Director

Title of Authorized Official

10.31.13

Date

*Exception: DHHS regulations state that:

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