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

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and ASIAN AMERICAN RECOVERY SERVICES, INC., hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement (No. 61000-07-C148) on December 4, 2006, for the purpose of providing services to make the County mental health system more welcoming and culturally competent in the north County, and

WHEREAS, the parties wish to amend the Agreement to add the provision of school based mental health services.

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 HUNDRED FORTY-THREE THOUSAND TWENTY-SIX DOLLARS ($443,026).

2. Paragraph 5. Workers' Compensation Insurance is hereby deleted.

3. Paragraph 6. Insurance is hereby deleted and replaced with the Paragraph 6. Insurance below:

The Contractor shall not commence work or be required to commence work

under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the Department/Division with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to the Department/Division of any pending change in the limits of liability or of any cancellation or modification of the policy.

(1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.

(2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

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

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

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

4. Paragraph 7. Hold Harmless is hereby deleted and replaced with the Paragraph 7. Hold Harmless below:

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct. The duty of Contractor to indemnify and save harmless as set forth herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

5. Paragraph 11. Payments of Permits/Licenses is hereby deleted and replaced with the Paragraph 11. Compliance with Laws; Payment of Permits/Licenses below:

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

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

6. Paragraph 12. Non-Discrimination is hereby deleted and replaced with the Paragraph 12. Non-Discrimination below:

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

B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

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

D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
   i) termination of this Agreement;
   ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
   iii) liquidated damages of $2,500 per violation;
   iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

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

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

E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

7. Paragraph 14. Retention of Records is hereby deleted and replaced with the Paragraph 14. Retention of Records below:

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

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

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

8. Paragraph 17. Availability of Funds below is hereby added:

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

9. Paragraph 18. Compliance with Contractor Employee Jury Service Ordinance below is hereby added:

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides

that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees regular pay the fees received for jury service.

10. Paragraph 19. Notices below is hereby added:

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

In the case of County, to:
San Mateo County
Mental Health Services Division
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:
Asian American Recovery Services, Inc.
1115 Mission Road
South San Francisco, CA 94080

11. Original Exhibit A is replaced with Revised Exhibit A attached hereto.

12. **All other terms and conditions of the agreement dated December 4, 2006 between the County and Contractor shall remain in full force and effect.**

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

COUNTY OF SAN MATEO

By:_____
Rose Jacobs Gibson, President
Board of Supervisors

Date:_____

ATTEST:

By:_____
Clerk of Said Board

ASIAN AMERICAN RECOVERY SERVICES

David K. Mineta
Contractor's Signature

Date: 3/14/07

COUNTY OF SAN MATEO
AGREEMENT WITH INDEPENDENT CONTRACTOR

Exhibit "A"
Agreement No._____

Agreement between the County of San Mateo and Asian American Recovery Services, Inc.

I. Description of Services to be Performed by the Contractor

A. North County Mental Health Initiative project

1. Introduction

a. Contractor shall provide fiscal and management oversight of the North County Mental Health Initiative project ("NCMHI Project"). Operationally, the NCMHI Project will be carried out by Kapwa Pilipino Advocacy Group ("KAPAG"), a service organization of which Contractor is a charter member. The lead member agency of KAPAG is Pilipino Bayanihan Resource Center ("PBRC").

b. The NCMHI Project is the result of a series of outreach and planning discussions that occurred to identify the issues and barriers that prevent Filipinos and other underserved populations from obtaining mental health treatment and to make recommendations to address such issues and barriers. Resources made available through San Mateo County's approved Mental Health Services Act Plan have provided an opportunity for some of the recommendations to be implemented in FY 2006-07 and FY 2007-08. The NCMHI Project consists of four components.

c. Staffing

i. The following individuals will staff the NCMHI Project:

a) Monica Abello, MSW, Executive Director, PBRC
b) David Mineta, Associate Director, Asian American Recovery Services, Inc.
c) Joe Laping, MA, Program Director, Asian American Recovery Services, Inc.
d) Karla Talkoff, LMFC, outside contractor
e) Jei Africa, Ph.D., outside contractor
f) Laarni San Juan, RN, MPH, outside contractor
g) CORA, administrative assistant, outside contractor

ii. Other subcontractors may provide services under this contract with the approval of the Mental Health Director or her designee.

2. The NCMHI Project

a. Component One: Cultural Competence Improvement Training for mental health providers consistent with the Mental Health Services Act ("MHSA") outreach findings for north County

Distribution – 1 copy to each: Purchasing Agent, County Manager's Office, Controller, Contractor and Department

i. Contractor shall develop and implement a cultural competence improvement training and follow-up consultation initiative that will give mental health providers, outreach workers, peer/parent partners, and other members of the mental health workforce strategies for working with and engaging members of the Filipino community and other underserved populations in mental health treatment.

ii. Contractor shall use adult learning strategies and a sustained consultation model for training. Participants will be pre- and post-tested in each session to enable Contractor to assess the extent of learning and attitudinal change, among other indicators.

iii. Contractor shall concentrate recruitment for training efforts on direct service personnel—psychiatrists, psychologists, psychiatric nurses, case managers, therapists, counselors, and student interns. Contractor shall make best efforts to recruit twenty-five (25) behavioral health personnel for each training session.

iv. Contractor shall produce culturally competent training materials and a model for training that will be replicable for future years. Participants will receive a binder of program materials to be used as a workbook for the training and usable as a professional reference.

v. Components of the culturally competent replicable model shall include:

a) A statement of Contractor's understanding of therapeutically-relevant cultural values;
b) A summary of the immigration experience including motivations for immigration, immigration patterns, and historical stressors;
c) A summary of the understanding of mental health within underserved populations;
d) Statistics on the most common disorders/mental illnesses in the local community;
e) Statistics on traditional and alternative mental health providers in the community; and
f) A guide to recognizing mental health issues from often obscure client presentations.

vi. Contractor shall conduct three (3) trainings evenly spaced through-out the term of this Agreement or one training every-other quarter. Each training session will last approximately six (6) hours. After each training Contractor shall provide County with an event report describing the event venue, number of attendees, topics covered, level of responsiveness, and the results of the pre- and post-testing.

b. Component Two: Mental health education and outreach to the Filipino and other underserved communities

i. Contractor shall develop and implement an education and outreach initiative to educate the Filipino and other underserved communities, as applicable, about mental health, mental health resources, and how to access mental health services.

ii. Contractor shall conduct outreach to individuals who serve as a support network for members of the Filipino and other underserved communities, as applicable, in crisis who reach beyond their immediate and extended families for help. Such outreach may occur on a one-to-one basis or in more formal settings such as presentations to civic groups. Two groups will be targeted:

a) Community faith-based gatekeepers such as priests and ministers as well as traditional healers; and

b) Employers, human resource officers, and union officials in those sectors of the local economy where cultural minority groups are employed in large numbers, e.g., local government, hotels and motels, and the travel industry. The outreach strategy will stress the utility of intervention for problem resolution.

iii. Contractor shall conduct three (3) public outreach programs/events evenly spaced through-out the term of this Agreement. Such programs/events shall be packaged broadly and as unthreateningly as possible and may be advertised to cover topics such as, "How to Assure Your Child's Success in School." Such programs may be offered in cooperation with local organizations with which Contractor has contacts, such as a local Parent-Teachers Association (PTA) of a school with a large cultural minority student population.

iv. After each public outreach program/event Contractor shall provide County with an event report describing the event venue, number of attendees, topics covered, level of responsiveness, and other information as appropriate and useful.

v. Contractor will collaborate with County to develop a teleform to facilitate data collection to capture information about the outreach contacts provided through this program.

c. Component Three: Production and distribution of an updated mental health directory and resource guide.

i. Contractor shall produce and distribute an updated mental health directory and resource guide (the "Directory") similar to the out-of-date KAPAG directory of mental health and other resources. The Directory shall include information about how to access mental health services and will be a resource for mental health and other providers serving the north County.

ii. Updating the Directory shall include:

a) Verification and updating of provider information in the KAPAG directory,
b) Adding new providers and provider information,
c) Giving prominence of place to mental health resource information and expanding it if possible,
d) Writing and including a new introduction based on curriculum materials for and learning from the cultural competence improvement training for mental health providers as described in Paragraph I.A.2.a., and
e) Translation of the Directory into Tagalog so the directory can be offered in English and Tagalog.

iii. Contractor shall provide the Directory to County so that it can be posted on the "Network of Care for Mental Health" website.

iv. Contractor shall provide County with a feasible plan for maintaining the Directory and keeping it up-to-date.

d. Component Four: Recruit a broad group to consult on the development and content of NCMHI Project materials

i. Contractor shall convene a series of events designed to recruit a broad group to consult on the development and content of the products associated with the NCMHI Project (the "Oversight Committee"). Contractor shall make best efforts to ensure that members of the Oversight Committee include: mental health, health, and other service providers with Filipino cultural and/or linguistic competence; community and civic representatives; representatives from local employers who hire large numbers of cultural minorities; representatives from local faith-based organizations; representatives from the Ilocano, Visayan, Bicolano, Waray, and Kapamgpangan Filipino linguistic communities; and others as appropriate.

ii. The Oversight Committee shall be responsible for meeting quarterly to advise Contractor on the NCMHI Project including curriculum development, implementation, and activities described in each of the Paragraphs I.A.2.a., I.A.2.b., and I.A.2.c.

iii. After each Oversight Committee meeting Contractor shall provide County with an event report describing the event venue, number of attendees, topics covered, a summary of comments and suggestions, and other information as appropriate and useful.

3. NCMHI Project Advisory Group

Contractor and NCMHI Project leads will meet quarterly with County as an advisory group for the NCMHI Project. This group shall:

a. Provide oversight to the NCMHI Project,

b. Assure compliance with the Mental Health Services Act requirements and accountability,

c. Review deliverables,

d. Offer consultation about how to disseminate products, and

e. Provide information to San Mateo County Mental Health Cultural Competence Steering Committee and others.

4. Deliverables/Timelines

a. By January 1, 2007 Contractor will deliver to County a copy of the culturally competent training materials and replicable model described in Paragraph I.A.2.a.

b. By March 31, 2007 Contractor will conduct the first of three (3) provider training events described in Paragraph I.A.2.a., and provide to County an event report.

c. By March 31, 2007 Contract will deliver to County a copy of the community outreach program curriculum and event plan described in Paragraph I.A.2.b.

d. By June 30, 2007 Contractor will conduct the first of three (3) community outreach events described in Paragraph I.A.2.b., and provide to County an event report.

e. By June 30, 2007 Contractor will deliver to County the updated directory and resource guide described in Paragraph I.A.2.c.

f. By December 31, 2006 Contractor will convene the first of seven (7) quarterly meetings of the Oversight Committee described in Paragraph I.A.2.d., and provide to County an event report.

g. Contractor shall deliver other reports and materials as mutually agreed upon by the parties.

B. School Based Mental Health Services

1. Effective March 15, 2007, Contractor shall provide Mental Health Services ("Mental Health Services"), Case Management ("Case Management"), and Indirect Services ("Indirect Services") (as each is described in Paragraphs I.B.2., I.B.3., and I.B.4. respectively) to seriously emotionally disturbed students (SED) who are not eligible for special education/Chapter 26.5/Individualized Education Plan (IEP), and who are at middle school(s) in San Mateo County ("School Based Mental Health Services") per the following:

a. The County will determine the schools where services are provided.

b. Referrals for these services shall be made by either the local school districts or by the County.

c. Services shall be provided using evidence-based practices (EBP) including trauma focused cognitive behavioral therapy (CBT), with a primary focus on the provision of group services and the utilization of a family centered approach.

d. Services will be provided by licensed clinician(s) or licensed eligible clinician(s) who are experienced providing services in culturally diverse communities. Preferably clinician(s) will be bi-lingual, and fluent in the non-English language predominate at the particular middle school(s). The above notwithstanding, a minimum of one clinician will be Spanish speaking.

e. Contractor will work to develop a strong partnership with the school administration and teachers at the particular middle school(s).

f. Contractor will provide services year-round at times that are convenient and comfortable to the clients and their families such as in the evenings as well as during the school-day.

g. Contractor will provide services on the middle school's campus(es), in-home(s), and/or at location(s) convenient and comfortable to the clients and their families.

h. Contractor shall provide Mental Health Services and/or Case Management for each client referred for these services by either the local school districts or by the County, and to the extent medically necessary.

i. The monthly invoice for Mental Health Services and Case Management must be supported by clinical documentation to be considered for payment. Mental Health Services are reimbursed by minutes of service.

j. It is anticipated that:

i. Contractor will operate at two (2) school sites,

ii. Contractor will carry a case-load of approximately fourteen (14) clients at a time per site,

iii. Contractor will provide approximately twenty hours (20) of Mental Health Services as described in Paragraphs I.B.2 and I.B.3. per week per site, and

iv. Contractor will provide approximately three and one-half (3 ½) hours of Indirect service as described in Paragraph I.B.4.per week per site.

2. Mental Health Services

Mental Health Services include:

a. Individual Therapy: Individual Therapy are those therapeutic interventions consistent with the client's goals that focus primarily on symptom reduction as a means to improve functional impairments.

b. Group Therapy: Group Therapy are those therapeutic interventions for more than one client that focuses primarily on symptom reduction as a means to improve functional impairments. It may include group family therapy when families of two or more clients are present and the client is not present.

c. Collateral Services: Collateral Services consists of contact with one or more family members and/or significant support persons (when the client is not present) which may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the client's condition and involving them in service planning and implementation of service plan(s).

d. Family Therapy: Family Therapy consists of contact with the client and one or more family members and/or significant support persons. Services shall focus on the care and management of the client's mental health conditions within the family system.

e. Rehabilitation Services: Rehabilitative Services may include any or all of the following:

i) Assistance in restoring or maintaining a client's functional skills, daily living skills, social skills, grooming and personal hygiene skills, meal preparation skills, medication education and compliance, and skills in resource utilization.

ii) Training needed to achieve the client's desired results and personal milestones.

f. Plan Development: Plan Development may consist of the following:

i) When staff develop Client Plans (as such term is described in Paragraph I.B.5.), approve Client Plans, and/or monitor a client's progress. Such activities may take place with the client to develop a Client Plan or discuss the overall or program goals, with a client or family member and/or significant support persons to obtain signatures on the Client Plan, and, if needed, have the Client Plan reviewed and signed by a licensed/waivered/registered clinician.

ii) When staff meet to discuss the client's clinical response to the Client Plan or to consider alternative interventions.

iii) When staff communicates with other professionals to elicit and evaluate their impressions (e.g. probation officer, teachers, social workers) of the client's clinical progress toward achieving their Client Plan goals, their response to interventions, or improving or maintaining client's functioning.

g. Assessment: Assessment consists solely of the annual assessment required by County to reassess a client for eligibility for mental health treatment.

3. Case Management

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

a. Linkage and Coordination - the identification and pursuit of resources including, but not limited to, the following:

i. Inter- and intra-agency communication, coordination, and referral, including reports to CPS.

ii. Monitoring service delivery to ensure an individual's access to service and the service delivery system.

iii. Linkage, brokerage services focused on transportation, housing, or finances.

b. Placement Services Supportive assistance to the individual in the assessment, determination of need, and securing of adequate and appropriate living arrangements including, but not limited to, the following:

i. Locating and securing an appropriate living environment,

ii. Locating and securing funding,

iii. Pre-placement visit(s),

iv. Negotiation of housing or placement contracts,

v. Placement and placement follow-up,

vi. Accessing services necessary to secure placement.

4. Indirect Services

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

a. Contractor meeting with school staff to introduce the School Based Mental Health Services program.

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

c. Contractor meeting with school staff to provide training regarding de-stigmatizing mental health problems and how to engage students and families needing assistance.

d. Contractor providing other school based services that directly pertain to the School Based Mental Health Services program, but that are not Mental Health Services as described in Paragraph I.B.2. nor Case Management as described in Paragraph I.B.3.

5. Documentation

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

a. Client Plans will:

i. Be provided to the Deputy Director or her designee within thirty (30) days of being admitted for Services;

ii. Be updated at least annually and are due to the Deputy Director or her designee during the calendar month prior to the anniversary date or on the anniversary date of the client's entry into the County system;

iii. Have specific observable and/or specific quantifiable goals;

iv. Identify the proposed type(s) of intervention;

v. Have a proposed duration of intervention(s); and

vi. Be signed (or electronic equivalent) by:

a) The person providing the Service(s), or
b) A person representing a team or program providing Services, or
c) When the Client Plan is used to establish that Services are provided under the direction of an approved category of staff, and if the above staff are not of the approved category, by a:
   1) Physician,
   2) Licensed/registered/waivered psychologist,
   3) Licensed/registered/waivered social worker,
   4) Licensed/registered/waivered MFT, or
   5) Registered nurse who is either staff to the program or the person directing the Services.

b. Client Progress Notes

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

i. Physician,

ii. Licensed/registered/waivered psychologist,

iii. Clinical social worker,

iv. MFT, or

v. Registered nurse who is either staff to the program or the person directing the Services.

C. Administrative Requirements

1. Paragraph 14 of the Agreement and Paragraph II.N.4. of Exhibit A notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

2. Administering Satisfaction Surveys

   Contractor agrees to administer/utilize any and all survey instruments as directed by the County Mental Health Services Division, including outcomes and satisfaction measurement instruments.

3. Cultural Competency

   a. All program staff shall receive at least one (1) in-service training per year on some aspect of providing culturally and linguistically appropriate services. At least once per year and upon request, Contractor shall provide County with a schedule of in-service training(s) and a list of participants at each such training;

   b. Contractor shall use good faith efforts to translate health-related materials in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall provide to County copies of Contractor's health-related materials in English and as translated; and

   c. Contractor shall use good faith efforts to hire clinical staff members who can communicate with clients in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall submit to County the cultural composition and linguistic fluencies of Contractor's staff.

4. Contractor shall submit a copy of any licensing report issued by a licensing agency to County Mental Health Division Children and Youth Services Deputy Director within ten (10) business days of Contractor's receipt of any such licensing report.

5. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). Such documentation shall be consistent with the San Mateo County Mental Health Services Documentation Manual which is incorporated into this Agreement by reference.

6. Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.

7. 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.

8. Advance Directives

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

9. Beneficiary Rights

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

10. Physician Incentive Plans

Contractor shall obtain approval from County prior to implementing a Physician Incentive Plan as described by Title 42, CFR, Section 438.6(h). The County will submit the Physician Incentive Plan to the State for approval. The State shall approve the Contractor's request for a Physician Incentive Plan only if the proposed Physician Plan complies with all applicable federal and state regulations.

11. 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.

12. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the Mental Health Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

13. Beneficiary Brochure and Provider Lists

Contractor agrees to provide Medi-Cal clients who are new to the Mental Health System with a brochure (an original of which shall be provided by County) when a client first receives a specialty mental health service from the Contractor. Such brochure shall contain a description of County services available; a description of the process for obtaining County services, including the County's state-wide toll-free telephone number; a list of the County's providers; a description of the County's beneficiary problem resolution process, including the complaint resolution and grievance processes; and a description of the beneficiary's right to request a fair hearing at any time before, during or within 90 days after the completion of the beneficiary problem resolution process.

14. Fingerprinting Certification

At County's sole discretion, Contractor certifies that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing services under this Agreement, have contact with children, will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees and/or its subcontractors, assignees, or volunteers have contact. If said employees and/or subcontractors, assignees, and volunteers have such a criminal history, they shall not have contact with children who receive services through this agreement. A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

D. Goals and Objectives

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

1. North County Mental Health Initiative Project

Goal: To provide timely deliverables to Mental Health Services.

Objective: 100% percent of specific deliverables will be produced within the time frame mutually agreed upon by County and Contractor.

Data to be collected by County.

2. School Based Mental Health Services

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

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

Data to be collected by County.

II. Amount and Method of Payment

A. North County Mental Health Initiative Project

1. In any event the maximum amount County shall be obligated to pay for services rendered under Paragraph I.A. shall not exceed ONE HUNDRED THOUSAND DOLLARS ($100,000).

2. On or before the tenth (10th) working day of each month Contractor will invoice County one-twentieth (1/20) of ONE HUNDRED THOUSAND DOLLARS ($100,000) or FIVE THOUSAND DOLLARS ($5,000) per month.

B. School Based Mental Health Services

1. For Mental Health Services described in Paragraph I.B.2., County shall pay Contractor at the rate of ONE DOLLAR AND EIGHTY-FIVE CENTS ($1.85) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph II.O.

2. For Case Management described in Paragraph I.B.3., County shall pay Contractor at the rate of ONE DOLLAR AND EIGHTY-FIVE CENTS ($1.85) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph II.O.

3. For Indirect Services described in Paragraph I.B.4., County shall pay Contractor at the rate of ONE DOLLAR ($1.00) per minute.

4. For start-up costs associated with the School Based Mental Health Services program, County shall make payment(s) to Contractor for one-time expenditures such as for office furniture and computer workstations up to TEN THOUSAND DOLLARS ($10,000), and one month of staff salaries (2.8 clinicians only) up to THIRTEEN THOUSAND ONE HUNDRED TWENTY-FIVE ($13,125). Payment(s) shall be made for actual costs incurred in the provision of services as described in the Agreement.

5. Payment shall be made on a monthly basis upon County's receipt of the following:

   a. An invoice,

   b. All required documentation adhering to Medi-Cal guidelines,

   c. Documentation for each minute of service, and

   d. Documentation relating to each appropriate authorization.

C. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed FOUR HUNDRED FORTY-THREE THOUSAND TWENTY-SIX DOLLARS ($443,026).

D. The Director of Health is authorized to execute subsequent amendments and minor modifications not to exceed an aggregate of $25,000 and to make minor changes in the type of services and activities provided under the Agreement.

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

F. Contractor's 2006-2008 budget for the North County Mental Health Initiative Project is attached and incorporated into this Agreement as Exhibit B.

G. 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 be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 10 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

H. In the event this Agreement is terminated prior to June 30, 2008, the Contractor shall be paid for services already provided pursuant to this Agreement.

I. Monthly Reporting

1. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10th) working day of each month for the prior month. The invoice shall include a summary of services and charges for the month of service. In addition contractor shall provide back-up to the invoice. Such back-up shall be in the form of:

   a. County provided service reporting form(s) ("Service Reporting Form(s)") completed by Contractor according to the instructions accompanying the Service Reporting Form(s), or

   b. County approved form(s) which provide detailed description of services provided including but not limited to: client name, mental health ID#, service date, type of service provided and duration of service (hour/minute format).

2. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary.

J. 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.

K. Cost Report

1. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the expiration date of this Agreement. This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.

2. If the annual Cost Report provided to County reveals that total payments to Contractor exceed the total allowable costs for all of the services rendered by Contractor to eligible clients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the Director of Health or her designee.

L. Beneficiary Billing

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

M. County May Withhold Payment

Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of the San Mateo County Mental Health Services Division of the Health Department.

N. Claims Certification and Program Integrity

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.

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

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

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

   Executed at _____ California, on _____, 200_

   Signed _____ Title _____

   Agency _____"

3. The certification shall attest to the following for each beneficiary with services included in the claim:

   a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.

   b. The beneficiary was eligible to receive services described in this Agreement at the time the services were provided to the beneficiary.

   c. The services included in the claim were actually provided to the beneficiary.

   d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.

   e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.

f. For each beneficiary with mental health services included in the claim, all requirements for Contractor payment authorization for mental health service were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.

g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

4. Except as provided in Paragraph I.C.1. relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

O. Election of Third Party Billing Process

Contractor shall select an option for participating in serial billing of third-party payors for services provided through this Agreement through the completion of Attachment C – Election of Third Party Billing Process. The completed Attachment C shall be returned to the County with the signed Agreement. Based upon the option selected by the Contractor the appropriate following language shall be in effect for this Agreement.

1. Option One

a. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through this Agreement. With every invoice submitted by Contractor to County, Contractor shall provide to County copies of the Explanation of Benefits or other remittance advice for every third-party payment and/or denial of such third-party payments for each such invoice. The County may withhold payment to Contractor for any and all services for which this required proof of third-party payments and/or denials of such payments is not provided. County may deduct from its payments to Contractor the amount of any such third-party payment. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement.

b. Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and in subsequent annual updates for all clients who receive services through this Agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due with the first invoice of the Agreement for services provided to said clients.

2. Option Two

a. Contractor shall provide information to County so that County may bill applicable other third-parties before billing Medi-Cal for services provided by Contractor through this Agreement. The County may withhold payment to Contractor for any and all services pending notification or receipt of such third-party payments or denials of such payments. County may deduct from its payments to Contractor the amount of any such third-party payment. To the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement.

b. Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due with the first invoice of the Agreement for services provided to said clients.

ASIAN AMERICAN RECOVERY SERVICES, INC.
PROJECT FMHI (FY 06-08)
BUDGET ATTACHMENT 1: BY COMPONENT

					Component 1		Component 2		Component 3		Component 4		Total Project	
Revenue														
San Mateo County MHS						25,650		29,050		26,150		19,150		100,000
AARS In Kind Support						3,370		3,710		3,420		2,720		13,220
Total Revenue						**29,020**		**32,760**		**29,570**		**21,870**		**113,220**
Personnel	Name	Months	FTE	Salary										
Executive Director - PBRC	Abello, Monica	21	0.05	70,000	0.01	1,500	0.01	1,500	0.01	1,500	0.01	1,500	0.05	6,000
Associate Director - AARS	Mineta, David	21	0.03	68,000	0.01	1,000	0.01	1,000	0.01	1,000	0.01	1,000	0.03	4,000
Adult OP Director - AARS	Laping, Joe	21	0.04	65,000	0.01	1,250	0.01	1,250	0.01	1,250	0.01	1,250	0.04	5,000
Subtotal			0.12		0.03	3,750	0.03	3,750	0.03	3,750	0.03	3,750	0.12	15,000
Fringe (26%)					0.26	980	0.26	980	0.26	980	0.26	980	0.26	3,920
Total Personnel						**4,730**		**4,730**		**4,730**		**4,730**		**18,920**
Operating		**Months**		**Monthly Expense**										
Occupancy														
Rent		21		762		4,250		4,250		4,250		3,250		16,000
Utilities		21		143		1,000		1,000		1,000		-		3,000
Supplies														
Office Supplies/Postage/Printing		21		571		2,000		2,000		7,000		1,000		12,000
Program Supplies		21		238		1,250		1,250		1,250		1,250		5,000
General Operating														
Equipment Lease/Maintenance		21		24		500		-		-		-		500
Insurance		21		24				500		-		-		500
Staff Training		21		48		-		-		-		1,000		1,000
Staff Travel														
Local Travel		21		29		150		150		150		150		600
Client Expenses														
Client Incentives		21		162		-		3,400		-		-		3,400
Contractual		**Months**	**FTE**	**Salary**										
rdinator - Karla Talkoff, LMFT		21	0.19	60,000	0.10	10,000	0.10	10,000					0.19	20,000
Curriculum Specialist - Jei Africa, Ph.D.		21	0.06	60,000					0.06	6,000			0.06	6,000
Event Coordinator - Laarni San Juan, MPH, RN		21	0.06	60,000		-		-			0.06	6,000	0.06	6,000
CORA		21	0.16	35,000	0.04	2,500	0.04	2,500	0.04	2,500	0.04	2,500	0.16	10,000
Total Operating						**21,650**		**25,050**		**22,150**		**15,150**		**84,000**
Total Direct						26,380		29,780		26,880		19,880		102,920
Indirect					10%	2,640	10%	2,980	10%	2,690	10%	1,990	10%	10,300
Total Expenses						**29,020**		**32,760**		**29,570**		**21,870**		**113,220**
Net Revenue - Expenses						-		-		-		-		-

EXHIBIT D

Attachment C
Election of Third Party Billing Process

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

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

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

We _____(agency name) elect option one.

_____ _____
Signature of authorized agent Name of authorized agent

_____
Telephone number

Option Two
Our agency will provide information to San Mateo County Mental Health Services (SMCMHS) so that SMCMHS 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 SMCMHS Billing Office with the completed "assignment" that indicates the client's permission for SMCMHS to bill their insurance.

We AARS, Inc. (agency name) elect option two.

David K. Mineta David K. Mineta
Signature of authorized agent Name of authorized agent

(650) 243-4850
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
Mental Health 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 myse 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 an 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 Mate County Mental Health.

_____ _____ _____
Signature of Client or Authorized Person Date Reason if client is unable to sign

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

Name of Interviewer_____ Phone Number_____ Best Time to Contact_____

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

San Mateo County Mental Health Services Use Only

ENTERED BY	CLIENT ACCOUNT #	DATA ENTRY DATE

Rev 06/05

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

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.

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.

ATTACHMENT E

FINGERPRINTING CERTIFICATION

Contractor hereby certifies that Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement and who has/will have supervisory or disciplinary power over a child (Penal Code Section 11105.3) (the "Applicant") shall be fingerprinted in order to determine whether each such Applicant has a criminal history which would compromise the safety of children with whom each such Applicant has/will have contact. 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.

Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement: (check a or b)

____ a. do NOT exercise supervisory or disciplinary power over children (Penal 11105.3).

__X__ b. do exercise supervisory or disciplinary power over a children (Penal 11105.3).

Asian American Recovery Services, Inc.
Name of Contractor

David K. Mineta
Signature of Authorized Official

David K. Mineta
Name (please print)

Associate Director
Title (please print)

February 14, 2007
Date

ATTACHMENT I

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

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

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

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

☐ a. Employs fewer than 15 persons.

☑ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

David K. Mineta

Name of 504 Person - Type or Print

Asian American Recovery Services, Inc.

Name of Contractor(s) - Type or Print

1115 Mission Road

Street Address or P.O. Box

South San Francisco, CA 94080

City, State, Zip Code

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

David K. Mineta

Signature

Associate Director

Title of Authorized Official

11/3/06

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."

County of San Mateo
Contractor's Declaration Form

I. CONTRACTOR INFORMATION

Contractor Name:	Asian American Recovery Services, Inc.	Phone:	415-541-9285
Contact Person:	David K. Mineta	Fax:	415-541-9986
Address:	1115 Mission Road South San Francisco, CA 94080		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of $5,000 must treat spouses and domestic partners equally as to employee benefits.

- ☑ Contractor complies with the County's Equal Benefits Ordinance by:
  - ☑ offering equal benefits to employees with spouses and employees with domestic partners.
  - ☐ offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ Contractor does not comply with the County's Equal Benefits Ordinance.
- ☐ Contractor is exempt from this requirement because:
  - ☐ Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for $5,000 or less.
  - ☐ Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- ☐ Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- ☑ No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of $100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- ☑ Contractor complies with the County's Employee Jury Service Ordinance.
- ☐ Contractor does not comply with the County's Employee Jury Service Ordinance.
- ☐ Contractor is exempt from this requirement because:
  - ☐ the contract is for $100,000 or less.
  - ☐ Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

David K. Mineta
Signature

David K. Mineta
Name

February 14, 2007
Date

Associate Director
Title

Faxed 2/8/07

CONTRACT INSURANCE APPROVAL

DATE: February 6, 2007

TO: Faiza Steele FAX: 363-4864 PONY: HRD 163

FROM: Liz Kauk

PHONE: 573-2242 FAX: 573-2841 PONY: MLH 322

The following is to be completed by the department before submission to Risk Management:

CONTRACTOR NAME: Asian American Recovery Services

DOES THE CONTRACTOR TRAVEL AS A PART OF THE CONTRACT SERVICES? yes

NUMBER OF EMPLOYEES WORKING FOR CONTRACTOR:

DUTIES TO BE PERFORMED BY CONTRACTOR FOR COUNTY: see attached

The following will be completed by Risk Management:

INSURANCE COVERAGE:	Amount	Approve	Waive	Modify
Comprehensive General Liability	$1,000,000	☑	☐	☐
Motor Vehicle Liability	$1,000,000	☑	☐	☐
Professional Liability	$1,000,000	☑	☐	☐
Workers' Compensation	statutory	☑	☐	☐

REMARKS/COMMENTS:

Faiza Steele 2/8/07

Faiza Steele
Risk Management Signature

Date

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 10/03/06

PRODUCER
USI Northern California
50 California Street, Suite 650
San Francisco, CA 94111
415 273-8700

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED
Asian American Recovery Services
965 Mission #325
San Francisco, CA 94103

INSURERS AFFORDING COVERAGE	NAIC #
INSURER A: Philadelphia Indemnity Insurance Com	18058
INSURER B: Philadelphia Insurance Company	23850
INSURER C:	
INSURER D:	
INSURER E:	

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A		GENERAL LIABILITY	PHPK191737	09/20/06	09/20/07	EACH OCCURRENCE	$1,000,000
		[X] COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
		[ ] CLAIMS MADE [X] OCCUR				MED EXP (Any one person)	$5,000
						PERSONAL & ADV INJURY	$1,000,000
						GENERAL AGGREGATE	$3,000,000
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	$3,000,000
		[ ] POLICY [ ] PRO-JECT [ ] LOC					
A		AUTOMOBILE LIABILITY	PHPK191737	09/20/06	09/20/07	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
		[X] ANY AUTO					
		[ ] ALL OWNED AUTOS				BODILY INJURY (Per person)	$
		[ ] SCHEDULED AUTOS					
		[ ] HIRED AUTOS				BODILY INJURY (Per accident)	$
		[ ] NON-OWNED AUTOS					
						PROPERTY DAMAGE (Per accident)	$
		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	$
		[ ] ANY AUTO				OTHER THAN AUTO ONLY: EA ACC	$
						AGG	$
B		EXCESS/UMBRELLA LIABILITY	PHUB070825	09/20/06	09/20/07	EACH OCCURRENCE	$2,000,000
		[X] OCCUR [ ] CLAIMS MADE				AGGREGATE	$2,000,000
							$
		[ ] DEDUCTIBLE					$
		[X] RETENTION $ 10000					$
		WORKERS COMPENSATION AND EMPLOYERS' LIABILITY				WC STATU-TORY LIMITS / OTH-ER	
		ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?				E.L. EACH ACCIDENT	$
		If yes, describe under SPECIAL PROVISIONS below				E.L. DISEASE - EA EMPLOYEE	$
						E.L. DISEASE - POLICY LIMIT	$
A		OTHER Crime	PHPK191737	09/20/06	09/20/07	$250,000 w/ ded: 2,500	
		Professional Liab				$1,000,000 / 3,000,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

In the event of non-payment of premium, 10 days notice of cancellation may be given.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

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POLICYHOLDER COPY NA

STATE COMPENSATION INSURANCE FUND

P.O. BOX 420807, SAN FRANCISCO,CA 94142-0807

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

ISSUE DATE: 01-27-2007

GROUP:
POLICY NUMBER: 1662925-2007
CERTIFICATE ID: 49
CERTIFICATE EXPIRES: 01-27-2008
01-27-2007/01-27-2008

COUNTY OF SAN MATEO NA
ALCOHOL & DRUG SERVICES-ATTN: SELINA TOY
400 HARBOR BLVD. C
BELMONT CA 94002

This is to certify that we have issued a valid Workers' Compensation insurance policy in a form approved by the California Insurance Commissioner to the employer named below for the policy period indicated.

This policy is not subject to cancellation by the Fund except upon 30 days advance written notice to the employer.

We will also give you 30 days advance notice should this policy be cancelled prior to its normal expiration.

This certificate of insurance is not an insurance policy and does not amend, extend or alter the coverage afforded by the policy listed herein. Notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate of insurance may be issued or to which it may pertain, the insurance afforded by the policy described herein is subject to all the terms, exclusions, and conditions, of such policy.

James Neary
AUTHORIZED REPRESENTATIVE

PRESIDENT

EMPLOYER'S LIABILITY LIMIT INCLUDING DEFENSE COSTS: $1,000,000 PER OCCURRENCE.

ENDORSEMENT #2065 ENTITLED CERTIFICATE HOLDERS' NOTICE EFFECTIVE 01-27-2005 IS ATTACHED TO AND FORMS A PART OF THIS POLICY.

EMPLOYER

ASIAN AMERICAN RECOVERY SERVICES INC. (ANON PROFIT CORP) DBA:ASIAN AMERICAN RECOVERY SERVCS INC
865 MISSION ST STE 325
SAN FRANCISCO CA 94103

MO410