



COUNTY OF SAN MATEO
Inter-Departmental Correspondence
Health System



DATE: August 25, 2011
BOARD MEETING DATE: September 27, 2011
SPECIAL NOTICE/HEARING: None
VOTE REQUIRED: Majority

TO: Honorable Board of Supervisors

FROM: Jean S. Fraser, Chief, Health System
Stephen Kaplan, Director, Behavioral Health and Recovery Services

SUBJECT: Agreements with Service League, El Centro de Libertad, Free At Last, The Latino Commission, Project 90, Pyramid Alternatives, Sitike Counseling Center, Women's Recovery Association, Asian American Recovery Services, Inc., Our Common Ground, and Horizon Services, Inc.

RECOMMENDATION:

Adopt a Resolution:

- A) Waiving the Request for Proposals process and authorizing the President of the Board to execute agreements for mental health and substance abuse treatment with Service League, El Centro de Libertad, Free At Last, The Latino Commission, Project 90, Pyramid Alternatives, Sitike Counseling Center, Women's Recovery Association, Asian American Recovery Services, Inc., Our Common Ground, and Horizon Services, Inc. for the provision of alcohol and other drug treatment services for the term July 1, 2011 through June 30, 2012, in the combined maximum obligation of \$10,408,332; and
- B) Authorizing the Chief of the Health System or designee 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.

BACKGROUND:

In April 2007 BHRS issued Request for Proposals (RFP) to select providers for the delivery of alcohol and other drug treatment (AOD) services to begin in FY 2008-09. Initial contracts were awarded to Service League, El Centro de Libertad, Free At Last, The Latino Commission, Project 90, Pyramid Alternatives, Sitike Counseling Center, Women's Recovery Association, Asian American Recovery Services, Inc., Our Common Ground, and Horizon Services, Inc. as a result of the RFP.

These eleven providers, along with StarVista, have been the only known licensed/certified providers of AOD services in San Mateo County for the past eight years. The Agreement with StarVista will be submitted to your Board separately. BHRS

contracts with any qualified provider for AOD services. BHRS is requesting a waiver to the RFP process for agencies providing AOD services.

DISCUSSION:

The Agreements will provide alcohol and other drug prevention, treatment and recovery services to County residents. These Agreements include multiple program services and funding sources, and will offer a full continuum of alcohol and drug services to youth and adults identified as priority populations. Services will include outpatient, non-residential day treatment and recovery services, prevention planning and implementation. In March 2011 your Board approved an application for San Mateo County’s Low Income Health Program for a Medicaid Coverage Expansion (MCE) program allowing BHRS to deliver services to MCE beneficiaries. The objective of MCE is to prepare for the expansion of Medi-Cal under federal health care reform. These Agreements are on the Continuing Resolution.

The Agreements and Resolution have been approved by County Counsel. Each Contractor’s insurance has been reviewed and approved by Risk Management.

The Contractors have assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits.

These Agreements contribute to the Shared Vision 2025 outcome of a Healthy Community by providing individuals and families in San Mateo County with intervention and treatment services to support recovery, which in turn contribute to the health and safety of the communities in San Mateo County. It is anticipated that 60% of participants will successfully complete alcohol and other drug treatment services.

Performance Measure:

Measure	FY 2010-11 Actual	FY 2011-12 Projected
Percentage of clients who successfully complete alcohol and drug treatment services	60%	60%

FISCAL IMPACT:

The term of the Agreements is July 1, 2011 through June 30, 2012. The combined maximum obligation is \$10,408,332. Of that amount, Contractors will be paid a combined fixed amount of \$7,420,380 which is funded by the following sources: Mental Health Services Act (MHSA) \$253,711; State Negotiated Rate Contract (NRC) \$3,413,235; CalWORKS \$163,042; Achieve 180 \$319,253; Achieve 180 County Match \$206,114; County funding \$3,065,025. Contractors will also draw from a combined fee-for-service and aggregate amount of \$2,987,952, which is funded through the following sources: Bay Area Service Network \$341,582; Drug/Medical \$255,000; Federal Financial Participation revenue from MCE \$1,258,500; NRC \$100,000; MHSA \$145,000; CalEMA \$414,440; Comprehensive Drug Court Initiative \$233,906; Achieve 180 Outpatient \$10,033; Achieve 180 Residential \$75,659; Drug Court Partnership \$70,762; Ryan White \$83,070. The combined Net County Cost is \$3,271,139. The combined maximum obligation of \$10,408,332 is included in the BHRS FY 2011-12 Recommended Budget.

RESOLUTION NO. _____

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

* * * * *

RESOLUTION: A) WAIVING THE REQUEST FOR PROPOSALS PROCESS AND AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE AGREEMENTS FOR MENTAL HEALTH AND SUBSTANCE ABUSE TREATMENT WITH SERVICE LEAGUE, EL CENTRO DE LIBERTAD, FREE AT LAST, THE LATINO COMMISSION, PROJECT 90, PYRAMID ALTERNATIVES, SITIKE COUNSELING CENTER, WOMEN'S RECOVERY ASSOCIATION, ASIAN AMERICAN RECOVERY SERVICES, INC., OUR COMMON GROUND, AND HORIZON SERVICES, INC. FOR THE PROVISION OF ALCOHOL AND OTHER DRUG TREATMENT SERVICES FOR THE TERM JULY 1, 2011 THROUGH JUNE 30, 2012, IN THE COMBINED MAXIMUM OBLIGATION OF \$10,408,332; AND B) AUTHORIZING THE CHIEF OF THE HEALTH SYSTEM OR DESIGNEE 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.

RESOLVED, by the Board of Supervisors of the County of San Mateo, State of California, that

WHEREAS, Ordinance Code Section 2.83.170 authorizes the Board of Supervisors to waive the Request for Proposals process in any situation where the Board of Supervisors determines that the best interest of the County could be served without the necessity of proposals; and

WHEREAS, this Board has been asked to waive the Request for Proposals process in order to contract with Service League, El Centro de Libertad, Free At Last, The Latino Commission, Project 90, Pyramid Alternatives, Sitike Counseling Center, Women's Recovery Association, Asian American Recovery Services, Inc., Our Common Ground, and Horizon Services, Inc. for the provision of alcohol and other drug services; and

WHEREAS, this Board has determined that it is in the best interest of the County to waive the Request for Proposals process; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance Agreements, reference to which is hereby made for further particulars, whereby Service League, El Centro de Libertad, Free At Last, The Latino Commission, Project 90, Pyramid Alternatives, Sitike Counseling Center, Women's Recovery Association, Asian American Recovery Services, Inc., Our Common Ground, and Horizon Services, Inc. shall provide prevention, treatment and recovery services for the term July 1, 2011 through June 30, 2012, for a maximum obligation of \$10,408,332 ; and

WHEREAS, this Board has been presented with a form of the Agreements and has examined and approved them as to both form and content and desires to enter into the Agreements.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED that the County requirement for the Request for Proposals process for prevention, treatment and recovery services for said Agreements is hereby waived.

BE IT FURTHER RESOLVED that the President of this Board of Supervisors be and is hereby authorized and directed to execute said Agreements for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED that 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.

* * * * *

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
SERVICE LEAGUE OF SAN MATEO COUNTY**

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

WITNESSETH:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing professional alcohol and drug treatment services in accordance with state and federal laws, regulations, and funding mandates.

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

1. Exhibits

The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A: Description of Services
- Exhibit B: Method and Rate of Payment
- Attachment E: Fingerprinting Compliance Form
- Attachment I: Assurance of Compliance with Section 504

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit B, Contractor shall perform the services as set forth in this Agreement, in the Alcohol and Other Drug Services Policy and Procedure Manual and in the Exhibits and Attachments to the Agreement.

3. Payments

A. Maximum Amount

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein, in Exhibit A, and in the Alcohol and Other Drug Services Policy and Procedure Manual, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B and attachments herein for the contract term. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable.

The total fiscal obligation under this Agreement shall not exceed ONE MILLION SIX HUNDRED FIFTY-SIX THOUSAND SIX HUNDRED THIRTY FIVE DOLLARS (\$1,656,635). The County's total fiscal obligation under this Agreement shall include (a) a fixed amount, and (b) a variable amount, which shall be a portion of an aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement.

The Contractor acknowledges that the County has agreed to pay a “variable amount” to all contractors who provide fee for service alcohol and drug treatment and drug testing services authorized individually or collectively by a County Resolution, which shall be the Contractor’s share of an aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement.

Therefore, the funds available to pay each individual contractor are dependent upon the amount or volume of services provided by the other contractors, as authorized by County.

The aggregate amount to be allocated between all contractors who provide the same or similar services as those described in this Agreement shall include and shall be limited to the following amounts:

For FY 2011-12:

1. FOUR HUNDRED FOURTEEN THOUSAND FOUR HUNDRED FORTY DOLLARS (\$414,440) for Cal EMA Funded services as described in Exhibit A.
2. TWO HUNDRED THIRTY THREE THOUSAND NINE HUNDRED SIX DOLLARS (\$233,906) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services as described in Exhibit A.
3. SEVENTY THOUSAND SEVEN HUNDRED SIXTY-TWO DOLLARS (\$70,762) for Drug Court Partnership funded alcohol and drug treatment services as described in Exhibit A.
4. EIGHTY-THREE THOUSAND SEVENTY DOLLARS (\$83,070) for Ryan White CARE Act funded alcohol and drug treatment services as described in Exhibit A for the Contract term.

B. Rates, Amounts and Terms of Payment

The amounts, rates and terms of payment shall be specified in the Exhibits, the Alcohol and Other Drug Services Policy and Procedure Manual and Attachments to this Agreement. Any rate increase is subject to the approval of the Chief of the Health System or the Chief’s designee, and shall not be binding on County unless so approved in writing.

In no event shall the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Chief of the Health System or the Chief’s designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, the Chief, or designee shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

C. Time Limit for Submitting Invoices

Contractor shall submit an invoice for services to County in accordance with the provisions of the Exhibits and Attachments herein. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier. To ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided no later than the tenth (10th) day of each month.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2011, through June 30, 2012.

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

5. Availability of Funds

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

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not

limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

8. Assignability and Subcontracting

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

9. Insurance

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

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

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

Such insurance shall include:

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

(c) Professional Liability \$1,000,000

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

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

10. Compliance with laws; payment of Permits/Licenses

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of

1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment 1 which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations.

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

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

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

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

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

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

14. Merger Clause

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

15. Controlling Law

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

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

In the case of County, to:
COUNTY OF SAN MATEO
ALCOHOL AND OTHER DRUG SERVICES
225 - 37TH AVENUE
SAN MATEO, CA 94403

In the case of Contractor, to:
SERVICE LEAGUE OF SAN MATEO
COUNTY
MIKE NEVIN, EXECUTIVE DIRECTOR
727 MIDDLEFIELD ROAD
REDWOOD CITY, CA 94063

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

COUNTY OF SAN MATEO

By: _____
President Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

SERVICE LEAGUE OF SAN MATEO COUNTY

Contractor's Signature

Date: _____

EXHIBIT "A"
SERVICE LEAGUE
FY 2011-2012

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following alcohol and drug treatment services at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Exhibit A.

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Fixed Rate Services

A description of the following services is outlined in the AOD Policy and Procedure Handbook located at: <http://www.aodsystems.com/SMC/Index.htm>.

1. NRC Adult-Residential
2. NRC Perinatal Residential
3. County Funded Perinatal/Child
4. County Funded Residential
5. MHSA Co-Occurring Disorders Funding
6. Achieve 180 Case Management Services
7. CalWORKS Residential

B. Fee For Service

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure 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 Policy and Procedure Handbook.

1. Comprehensive Drug Court Implementations (CDCI) Grant and Drug Court Partnership (DCP) Grant CalEMA funded Services

In accordance with the AOD Policy and Procedure Manual, Contractor will provide the following alcohol and drug treatment and recovery services to clients who have been referred by the San Mateo County Drug Court Team(s):

- a. Residential Treatment Services
- b. Sober Living Environment Services
- c. Drug Testing

2. Achieve 180 Re-Entry Services

- a. Residential

3. Medicaid Coverage Expansion (MCE) Health Coverage

Effective July 1, 2011, Behavioral Health & Recovery Services (BHRS) will, at its discretion, reimburse Contractor for services provided to Medicaid Coverage Expansion (MCE) beneficiaries. MCE is a fee-for-service health coverage that has the potential to expand fee-for-service billing and revenue. Substance use treatment modalities provided under the MCE program include:

- a. Residential Treatment Services

- b. Perinatal Residential Services
- 4. Ryan White – CARE Act Funded Services
Residential Treatment Services

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

- 5. Fee For Service With Allocation
In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein. Reimbursement will be approved only for clients who referred through the formal referral process outlined in the AOD Policy and Procedure Manual.
 - a. Bay Area Service Network (BASN)
 - i. Residential Alcohol and Drug Treatment Units of Service:
Contractor will provide a total of three hundred sixty-five (365) days of BASN residential alcohol and drug treatment to a minimum of two (2) BASN program participants per year during the term of the Agreement.
 - ii. Sober Living Environment
Contractor will provide a total of two hundred seventeen (217) units (days) of bed day service for two (2) people

C. DESCRIPTION OF UNIQUE PROGRAM SERVICES

- 1. Service League's Hope House Adult Residential
The Service League's Hope House provides a 6-month or longer, residential substance abuse and co-occurring disorder treatment program for adult women, pregnant women and women with infants, most who have been incarcerated. Hope House treats the whole woman in a social model program and is a 12-Step based program which allows a client to work through her individual issues and rewards with her privileges as she progresses. Individual case management, provided by our Licensed and Certified Staff, assures that appropriate medical, pediatric and other client-specific services are provided. The following services are provided to all residential clients:
 - a. Orientation to facility
 - b. Assessment and treatment planning
 - c. Alcohol and other drug education
 - d. Individual and group counseling
 - e. Addressing relationship issues
 - f. Relapse prevention
 - g. Dialectical Behavioral Therapy (DBT) therapy groups
 - h. Managing anger and other emotions
 - i. 12-Step assignments
 - j. Parenting skills

- k. Stephanie Covington's gender responsive workshops
- l. Managing anxiety and depression
- m. Classes on life skills and job readiness, computer skills, self-esteem building, Stanford University classes and tutoring, poetry classes, restructuring your belief systems, HIV awareness and health education, nutritional education and goal setting, art therapy, hypnotherapy and relaxation, nutrition and cooking, daily exercise, self defense for women (summer time only), domestic violence prevention, therapy addressing sexual and physical abuse issues.
- n. Holiday-appropriate celebrations and events
- o. Alumni aftercare groups

Additionally every woman is matched up with a mentor while she is in the program and has the option of having a mentor for up to one year upon graduation.

1. Service League's Hope House Perinatal Program

The Service League's Hope House Perinatal Program specializes in providing a treatment environment for pregnant women, thus producing drug-free babies. A key component in the Hope House program is to help women re-unify with and regain custody of their children as they become clean and sober and maintain recovery. Hope House is very involved in the re-unification of mothers with their children, working closely with Child Protective Services and the Courts to transition the children back to their mother after her graduation from the program. Hope House staff works with the client to ensure all pre- and post-natal appointments are met. Hope House will provide services for babies up to nine months old. Visits can include: Pre-Three case manager visits, nutritionists, breast feeding specialists, mental health professionals, etc. Additionally, all services described above in the Adult Residential Program are provided to all perinatal clients.

II. PRIORITY POPULATIONS

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

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

III. ADMINISTRATIVE REQUIREMENTS

Contractor will maintain compliance with requirements of the AOD Policy and Procedure Handbook including additions and revisions, by reference herein. The Handbook is located at

<http://www.aodsystems.com/SMC/Index.htm>.

A. 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. Thus, Contractor will implement the following:

1. Standards of Care

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

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

- a. Contractor will develop and implement the activities and achieve the objectives described in the approved San Mateo county Alcohol and Other Drug (AOD) Standards of Care (SOC) implementation work plan.
- b. In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Handbook, including additions and revision, which is incorporated by reference herein.
- c. Contractor will report quarterly on SOC implementation progress to the assigned AOD Analyst.

2. Continuous Quality Improvement

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

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

3. Co-occurring Disorders
Contractor will work to improve treatment outcomes for complex clients by providing the following:
 - a. Contractor will participate as a Change Agent and will delegate participation in monthly activities to effect the changes necessary to maintain and enhance Co-occurring Disorders (COD) capability.
 - b. Contractor shall establish a COD work plan that continues to assess and address the needs of complex clients. This COD work plan may be a part of the Contractor's Quality Improvement program, Standards of Care Work 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 Mental Health Services Act (MHSA) funding to treat clients with COD shall comply with additional reporting requirements as outlined in the online AOD Policy and Procedure Handbook.

4. AVATAR Electronic Health Record
BHRS is transitioning to an electronic health record. Contractor will work collaboratively with BHRS in the design and implementation of the new system by:
 - a. Contractor will participate in the development, training, implementation and utilization of the required AVATAR system.
 - b. Contractor will maintain compliance with all documentation, reporting, billing and all other data requirements as required in the Alcohol and Other Drug (AOD) Policy and Procedure Handbook, including additions and revision, which is incorporated by reference herein.
 - c. Contractor will continue to use the DAISY data system for all reporting requirements until further notice is given by the AOD administrator.

B. 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. Medicaid Coverage Expansion (MCE)
Contractor will work in partnership with BHRS to provide substance use disorder treatment services to beneficiaries of MCE. All services will be delivered in compliance with BHRS policies and procedures found in the AOD Policy and Procedure Handbook and the BHRS Documentation Manual located at: <http://www.aodsystems.com/SMC/Index.htm>; and <http://www.co.sanmateo.ca.us/Attachments/health/pdfs/bhrs/ContractAgencies/BHRSDocManual.pdf>.
2. Other Revenue Enhancement
Contractor will work in conjunction with AOD to assess whether contracted agency is ready to expand services to Drug Medi-Cal, Minor Consent Medi-Cal, or other new revenues opportunities.

C. MCE PROGRAM REQUIREMENTS

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

E. CULTURAL COMPETENCY

1. Contractor is strongly encouraged to participate in any cultural competence efforts within BHRS and/or to send a representative to attend the Cultural Competence Council. For more information about the Cultural Competence Council, contact The Office of Diversity at 650-321-5352.
2. Contractor is strongly encourage to ensure that all program staff receive at least one full day of training per year on some aspect of providing culturally and linguistically appropriate services. One full day of training is equivalent to at least 6 hours of training. Contractor shall submit to County annually a list of scheduled training(s) that include attending participants.
3. 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.
4. 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.

F. INELIGIBLE EMPLOYEES

1. Licensed Professional
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. All Employees

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

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

G. ADMINISTERING SATISFACTION SURVEYS

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

H. RETENTION OF RECORDS

Contractor shall have a written policy in all programs regarding the maintenance and disposal of client records. All records shall be stored in an appropriate confidential manner for not less than seven years from the date they are officially closed.

EXHIBIT "B"
SERVICE LEAGUE
FY 2011-2012

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

I. ALCOHOL AND DRUG TREATMENT AND RECOVERY SERVICES

A. FIXED RATE PAYMENTS

In full consideration of the funded alcohol and drug treatment and recovery services provided to clients who lack the necessary resources to pay for all, or part of these services themselves, the County will pay Contractor the total contract amount in twelve (12) monthly payments in a manner as outlined in the chart below. Upon timely submission of reports as outlined in the Alcohol and Other Drug Services (AOD) Policy and Procedure Handbook, the County will pay Contractor's monthly payment within (thirty) 30 days.

July 1, 2011- June 30, 2012

Services	Funding Amount	Monthly Funding Amount	Rate	Units Of Service per FY	# clients to be served	Slots
NRC Adult-Residential	\$137,707	\$11,476	\$88	1565		
NRC Perinatal	\$31,955	\$2,663	\$97	329		
County Funded Perinatal/Child	\$21,078	\$1,756	\$97/\$65	336/92		
County Funded Residential	\$24,771	\$2,064	\$88	281		
CalWORKS Residential	\$38,485	\$3,207	\$97	397		
MHSA Co-Occurring Disorders	\$17,355	\$1,447	\$13.77	315		
Achieve 180 Case Management	\$279,409	\$23,284				
County Funded MCE Match	\$132,190	\$11,016				
TOTAL	\$682,950	\$56,913				

1. CalWORKS

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein. In full consideration of the CalWORKS services provided by Contractor, County shall pay Contractor \$38,485 for Residential Treatment Services.

As of July 1, 2011, residential services shall be funded through the CalWORKS Mental Health Substance Abuse Allocation. The County will make reasonable efforts to offset any future reductions that CalWORKS may receive through an increase in the County funding if available.

The maximum fixed rate amount County shall be obligated to pay for services rendered under this Agreement shall not exceed \$682,950. Contractor shall be paid in twelve monthly payments of FIFTY-SIX THOUSAND NINE HUNDRED THIRTEEN DOLLARS (\$56,913).

B. MCE MATCH AND FEDERAL FINANCIAL PARTICIPATION (FFP)

1. MCE Rates

MCE service reimbursement requires unmatched local or state funding to match federal funds. This funding has been identified as "MCE County Match" within this Agreement. Federal reimbursement is based on current published Federal Financial Participation (FFP) rates. Rates shall be established subsequent to the agreement and shall be communicated to Contractor through an administrative memorandum that will be an attachment to the agreement.

2. MCE Maximum

MCE services described in Exhibit A, Section I.B.3 shall be funded by County match (50%) and by the Federal Financial Participation (50%). The 50% County match is included in the fixed rate payments. The FFP maximum shall not exceed ONE HUNDRED THRITY-TWO THOUSAND ONE HUNDRED NINETY DOLLARS (\$132,190) for the period July 1, 2011 through June 30, 2012. The FFP shall be paid on a fee-for-service format based upon monthly invoices provided by the Contractor. FFP payments shall be 50% of the rates for MCE services. The maximum payment for MCE services, including both the County match and the FFP, shall not exceed TWO HUNDRED SIXTY-FOUR THOUSAND THREE HUNDRED EIGHTY DOLLARS (\$264,380).

3. MCE Reporting and Reconciliation

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

1. Total units of service
2. Services delivered

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

Reports and invoices shall be sent to:

AOD Program Analyst
400 Harbor Blvd, Building E
Belmont, CA 94002

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

If the final reconciliation shows that services were provided to MCE eligible clients for which MCE payment was not made, County shall pay Contractor for services delivered at the MCE rate included herein. In any case, the maximum payment shall not exceed the Agreement maximum as established in Paragraph I.A. of this Exhibit B.

4. Billing

MCE services will be billed and reimbursed in accordance with the AOD Policy and

Procedure Handbook and the BHRS Documentation Handbook. County funded MCE match is paid on a fixed rate basis and will be reconciled to the actual service billed on a quarterly basis. Federal Financial Participation (FFP) reimbursement rates are based on the established MCE rates. County funding is required to meet local FFP match requirements. In the event that Contractor fails to meet contractual obligations in MCE service delivery and billing, BHRS may suspend or withhold payment. In the event that Contractor exceeds billing target, an amendment will be required to identify funds for County match requirement and to increase FFP revenues. Service specific reimbursement rates for FY11/12 are pending approval of San Mateo County's Low Income Health Program application and, upon approval, shall be communicated to Contractor through an administrative memorandum that will serve as an amendment to the agreement.

5. MCE Disallowances

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

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

C. VARIABLE RATE /FEE FOR SERVICE

In full consideration of the fee for service funded alcohol and drug treatment services provided to individuals who lack the necessary resources to pay for all, or part of these services themselves and are referred by the County, the County shall pay for such services rendered under this Agreement. Payment shall not exceed the aggregate amounts stated in Section 3. Payments – Maximum Amount, in the main body of this Agreement.

July 1, 2011- June 30, 2012

Funding Source	Service	Unit Rate
CDCI , DCP, and Cal-EMA Grant Funded Services*	Residential	\$90.00 Per Bed Day
	Residential-Perinatal	\$97.00 Per Bed Day
	Residential-Child	\$65.00 Per Bed Day
	SLE	\$22.00 Per Bed Day
	Drug Testing	\$30.00 Per Screen
Ryan White Funded Services*	Residential	\$90 Per Bed Day
Achieve180*	Residential	\$90.00 Per Bed Day

1. CDCI , DCP, and Cal-EMA Grant Funded Services

Services shall be as follows:

a. Residential Treatment Services

Bed days provided for Drug Court referred individuals for ninety (90) days alcohol and drug treatment and recovery services, including food, shelter and other basic needs. Provision of services beyond ninety (90) days requires prior written authorization from AOD.

b. Drug Testing

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

2. Achieve 180 Re-Entry Services

Services shall be as follows:

a. Residential Treatment

D. VARIABLE RATE /FEE FOR SERVICE WITH ALLOCATION

1. Bay Area Services Network (BASN)

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein. In full consideration of the BASN services provided by Contractor, County shall pay Contractor \$31,956 for Residential Services; and \$7,361 for Sober Living Environments for a combined total of \$39,317.

September 1, 2011 - June 30, 2012*

Funding Source	Service	Unit Rate
BASN Funded Services	Residential	\$87.55 Per Bed Day
	SLE	\$34 Per Bed Day

*Term date effective pending ADP approval

E. REQUIRED FISCAL DOCUMENTATION

- 1 Contractor's annual budget, and line item narrative justification covering all contracted services under this Agreement is subject to review and approval by the San Mateo County Alcohol and Other Drug Services program liaison for each fiscal year.
- 2 Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Policy and Procedure Handbook.

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. EARLY TERMINATION

In the event this Agreement is terminated prior to June 30, 2012, 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.

H. 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.

I. CLAIMS/INVOICE CERTIFICATION AND PROGRAM INTEGRITY

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

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

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

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

Executed at _____ California, on _____, 20__

Signed _____ Title _____

Agency _____”

ATTACHMENT E

FINGERPRINTING CERTIFICATION

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

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

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

Name of Contractor

Signature of Authorized Official

Name (please print)

Title (please print)

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. (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.

Name of 504 Person - Type or Print

Name of Contractor(s) - Type or Print

Street Address or P.O. Box

City, State, Zip Code

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

Signature

Title of Authorized Official

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:	Service League of San Mateo	Phone:	
Contact Person:		Fax:	
Address:			

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.

Signature

Name

Date

Title

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

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

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing professional alcohol and other drug treatment, prevention and recovery services in accordance with state and federal laws, regulations, and funding mandates.

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment 1—Assurance of Compliance with Section 504

Attachment 2—Fingerprinting Compliance Form

Attachment 3—Contractor Declaration Form

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform the services as set forth in this Agreement, in the Alcohol and Other Drug Services Policy and Procedure Handbook and in the Exhibits and Attachments to the Agreement.

3. Payments

A. Maximum Amount

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein, in Exhibit A, and in the Alcohol and Other Drug Services Policy and Procedure Handbook, County shall make payment to Contractor based on the rates and in the

manner specified in Exhibit B and attachments herein for the contract term. 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 ONE MILLION FIVE HUNDRED FORTY FIVE THOUSAND THREE HUNDRED NINETY TWO DOLLARS (\$1,545,392).

The total fiscal obligation under this Agreement shall include (a) a fixed amount, and (b) a variable amount, which shall be a portion of an aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement.

The County's total fiscal obligation for the fixed amount shall not exceed SIX HUNDRED FORTY EIGHT THOUSAND SEVEN HUNDRED THIRTY ONE DOLLARS (\$648,731).

The County's total fiscal obligation for the fee for service amount shall not exceed EIGHTY SIX THOUSAND NINE HUNDRED EIGHTY THREE DOLLARS (\$86,983).

The fee for service amount described in this Agreement shall include and shall be limited to the following amounts:

- 1) SEVENTY THREE THOUSAND TWO HUNDRED SEVENTY TWO DOLLARS (\$73,272) for MCE FFP funded alcohol and drug treatment services as described in Exhibit A.
- 2) THIRTEEN THOUSAND SEVEN HUNDRED ELEVEN DOLLARS (\$13,711) for BASN Outpatient funded alcohol and drug treatment services as described in Exhibit A.

The County's total fiscal obligation for the aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement shall not exceed EIGHT HUNDRED EIGHTY NINE THOUSAND SIX HUNDRED SEVENTY EIGHT DOLLARS (\$809,678).

The Contractor acknowledges that the County has agreed to pay a "variable amount" to all contractors who provide fee for service alcohol and drug treatment and drug testing services authorized individually or collectively by a County Resolution, which shall be the Contractor's share of an aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement.

Therefore, the funds available to pay each individual contractor are dependent upon the amount or volume of services provided by the other contractors, as authorized by County.

The aggregate amount to be allocated between all contractors who provide the same or similar services as those described in this Agreement shall include and shall be limited to the following amounts:

- a. TWO HUNDRED-THIRTY THREE THOUSAND NINE HUNDRED SIX DOLLARS (\$233,906) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services as described in Exhibit A.
- b. SEVENTY THOUSAND SEVEN HUNDRED SIXTY TWO DOLLARS (\$70,762) for Drug Court Partnership funded alcohol and drug treatment services as described in Exhibit A.
- c. FOUR HUNDRED FOURTEEN THOUSAND FOUR HUNDRED FORTY (\$414,440) for Cal EMA funded alcohol and drug treatment services as described in Exhibit A.
- d. EIGHTY THREE THOUSAND SEVENTY DOLLARS (\$83,070) for Ryan White funded alcohol and drug treatment services as described in Exhibit A.
- e. SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500) for Achieve 180 Re-Entry Services funded alcohol and drug treatment services as described in Exhibit A.

B. Rates, Amounts, and Terms of Payments

The amounts, rates and terms of payment shall be specified in the Exhibits, the Alcohol and Other Drug Services Policy and Procedure Handbook and Attachments to this Agreement. Any rate increase is subject to the approval of the Chief of the Health System or the Chief's designee, and shall not be binding on County unless so approved in writing.

In no event shall the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Chief of the Health System or the Chief's designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, the Chief, or designee shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

C. Time Limit for Submitting Invoices

Contractor shall submit an invoice for services to County in accordance with the provisions of the Exhibits and Attachments herein. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier. To ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided no later than the tenth (10th) day of each month.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2011 through June 30, 2012.

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

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

5. Availability of Funds

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

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

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

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

8. Assignability and Subcontracting

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

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

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

with such provisions before commencing the performance of the work of this Agreement.

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

Such insurance shall include:

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

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

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

10. Compliance with laws; payment of Permits/Licenses

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

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

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

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;

- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation;
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

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

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

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

14. Merger Clause

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

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

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

In the case of County, to:
County of San Mateo Director, Alcohol & Other Drug Services
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:

El Centro de Libertad
George Borg, CEO
1230 - A Hopkins Ave
Redwood City, CA 94062

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

EL CENTRO DE LIBERTAD

By: _____

Contractor's Signature

Date: _____

Long Form Agreement/Non Business Associate v 8/19/08

**EL CENTRO DE LIBERTAD
2011-2012
EXHIBIT "A"**

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following alcohol and drug treatment and prevention services at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Exhibit A.

I. ALCOHOL AND DRUG PREVENTION SERVICES

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. COMMUNITY-BASED PARTNERSHIP

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

1. General Requirements

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

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

- a. Contractor will develop a Work Plan in collaboration with the Community-Based Partnership, based on the Partnership's assessment of community-level conditions, priorities, and capacity with respect to alcohol and other drug issues.
- b. Contractor will develop a Budget in consultation with the Community-Based Partnership. The Budget must be consistent with the scope of work reflected in the Work Plan and shall include a 20% in-kind match.
- c. Contractor's Work Plan and Budget must be approved by the AOD Administrator or designee. The approved Work Plan and Budget are hereby incorporated by reference. Work Plan requirements include, but are not limited to:

- i. Work Plan shall align with the Behavioral Health and Recovery Services Prevention Framework and the Alcohol and Other Drug Services Strategic Prevention Framework. These documents are located in the Alcohol and Other Drug Services Provider Handbook described in Section I of Exhibit A.
 - ii. Work Plan objectives shall be identified and strategies shall be developed with community input, and based upon local data. Strategies shall seek to impact community systems. Work Plan shall address the five (5) steps in the Strategic Prevention Framework: Assessment, Capacity, Planning, Implementation, and Evaluation.
 - iii. Objectives must be specific and measurable with strategies and activities appropriate to achieve objectives.
 - iv. Changes to the Work Plan and/or corresponding Budget must be negotiated collaboratively with the Community-Based Partnership and County AOD. Work Plan modifications are subject to approval by the County AOD Administrator or designee.
3. Work Plan Implementation
 - a. Contractor shall implement Work Plan strategies and activities to achieve Work Plan objectives.
 - b. Contractor shall include the County AOD Analyst in the meetings of the Community-Based Partnership to provide technical assistance consultation and to monitor progress towards accomplishing the objectives described in the Work Plan.
4. Participation in Alcohol and Other Drug Sponsored Activities
 - a. Contractor shall participate in AOD sponsored and recommended training, and technical assistance opportunities, and in county-wide level networking meetings and events, and shall encourage community partners to participate as well.
- B. Lead Agency Administrative and Reporting Requirements
- 1. CalOMS Prevention Data Collection and Reporting
 - a. Enter data on a regular basis (as services occur) documenting the Community-Based Partnership's implementation activities into the California Department of Alcohol and Drug Program's web-based Outcomes Measurement System for Prevention (CalOMS Pv) Data System and in accordance with the requirements of the Alcohol and Other Drug Services Provider Handbook, located online at: <http://www.aodsystems.com/SMC/Index.htm>.
 - b. The quantity and quality of CalOMS Pv data input should accurately and

adequately reflect the amount of funding, time, and effort devoted to implementation of the Work Plan. The link to the Web-based CalOMS Prevention data system is:

<https://kitservices1.kithost.net/calomspv/pSystem.aspx>.

- c. Communicate with County AOD staff regarding CalOMS Pv data review and comply with County AOD staff requests for data corrections and/or changes.
2. Implementation Progress Reporting
 - a. Maintain documentation of all Work Plan activities.
 - b. Contractor shall document Work Plan progress, including successes, challenges, participation by community residents, youth, and other sector representatives, and timeliness.
 - i. Provide a written quarterly progress update to the assigned AOD Analyst in a format provided by the County AOD Administrator or designee.
 3. Financial and Units of Service Reporting
 - a. Submit the Quarterly Expense, Revenue, and Units of Service Report, Year-end Cost Report, and Agency Audit to the assigned AOD Analyst in accordance with the requirements of the Alcohol and Other Drug Services Provider Handbook, located online at:
<http://www.aodsystems.com/SMC/Index.htm>.
 - b. Report hours of staff availability dedicated to alcohol and other drug community-based prevention activities and efforts, including preparation time and record keeping time, for each fiscal year. Annual hours of staff availability are determined based upon the following formula: 1 FTE = 1,787 hours of staff availability.
 4. "Seeking Safety" for Transition Age Youth (TAY)

Seeking Safety is an approach to help people attain safety from trauma/PTSD (Post Traumatic Stress Disorder) and substance abuse. Seeking Safety is a manualized intervention (also available in Spanish), providing both client handouts and guidance for clinicians. Services are conducted in a group and/or individual format; with diverse populations; for women, men, and mixed-gender groups; utilizes up to twenty-five (25) topics included in the model that may be conducted in any order and according to assessed need; in a variety of settings; and for both PTSD and substance abuse/dependence. It may also been used with people who have a trauma history, but do not meet criteria for PTSD.

The key principles of Seeking Safety are:

- a. Safety as the overarching goal (helping clients attain safety in their relationships, thinking, behavior, and emotions);
- b. Integrated treatment (working on both PTSD and substance abuse at the same time);
- c. A focus on ideals to counteract the loss of ideals in both PTSD and substance abuse
- d. Four content areas: cognitive, behavioral, interpersonal, case management
- e. Attention to clinician processes (helping clinicians work on counter-transference, self-care, and other issues)
- f. Collaboration with all systems of care staff involved with the youth and family (e.g., Behavioral Health and Recovery Services, Health Insurance, Child Welfare, Juvenile Justice, and/or Education).
- g. Coordination with primary care physician.
- h. Facilitate access for parents in need of mental health or substance abuse support to services, interfacing with adult mental health or alcohol and other drug services when family members meet mental health and/or alcohol and other drug criteria or referring them to primary care or community resources.
- i. These services will be targeted toward Transition Age Youth through their contacts with community based organizations.

Population to be Served

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

II. ALCOHOL AND DRUG TREATMENT AND RECOVERY SERVICES

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Fixed Rate Services

A description of the following services is outlined in the AOD Policy and Procedure Handbook located at: <http://www.aodsystems.com/SMC/Index.htm>.

1. County Adolescent Outpatient Treatment
2. Adolescent Outpatient Treatment
3. Adult Outpatient Treatment
4. CalWORKS

In accordance with the AOD Policy and Procedure Manual, Contractor will provide the following alcohol and drug treatment and recovery services to clients who are CalWORKS eligible. Contractor shall submit Quarterly reporting in accordance with the AOD Policy and Procedure Manual.

- a. Outpatient

B. Fee For Service

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure 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 Policy and Procedure Handbook.

1. Comprehensive Drug Court Implementations (CDCI) Grant, Drug Court Partnership (DCP) Grant, and Cal-EMA Grant funded Services
 - a. Outpatient Treatment Services
 - b. Aftercare Treatment Services
 - c. Drug Testing
2. Ryan White CARE Act Funded Services
 - a. Outpatient Treatment Services
3. Achieve 180 Re-Entry Services
 - a. Outpatient Treatment Services
4. MediCal Coverage Expansion (MCE) Health Coverage Effective July 1, 2011, Behavioral Health & Recovery Services (BHRS) will reimburse Contractor for services provided to MediCal Coverage Expansion (MCE) eligible clients. MCE is a fee-for-service health coverage that has the potential to expand fee-for-service billing and revenue. Substance use treatment services provided under the MCE program include:
 - a. Outpatient Services
 - b. Treatment Readiness/Pre-Treatment Services
 - c. Recovery Management/Continuing Care Services

C. Fee For Service With Allocation

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein. Reimbursement will be approved only for clients who referred through the formal referral process outlined in the AOD Policy and Procedure Manual.

1. Bay Area Services Network (BASN)

a. **BASN OUTPATIENT ALCOHOL AND DRUG TREATMENT**

Contractor will provide two hundred seventy two (272) units of service dedicated to BASN outpatient services to the BASN participants annually for the term of this agreement.

D. **DESCRIPTION OF UNIQUE PROGRAM SERVICES**

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

1. **Adult Outpatient**

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

2. **Adolescent Outpatient**

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

3. **Transitional Age Youth (TAY)**

Contractor will implement Seeking Safety Curriculum. This consists of 25 topics that can be conducted in any order based on the client's need. Topics associated with Seeking Safety are: Introduction/Case Management, Safety, PTSD: Taking Back Your Power, When Substances Control You, Honesty, Asking for Help, Setting Boundaries in Relationships, Getting Others to Support Your Recovery, Health Relationships, Community Resources, Compassion, Creating Meaning, Discovery, Integrating the Split Self, Recovery Thinking, Taking Good Care of Yourself, Commitment, Respecting Your Time, Coping with Triggers, Self-nurturing, Red and Green Flags, Detaching from Emotional Pain (Grounding), Life Choices and termination.

D. **NON-REIMBURSABLE SERVICES**

1. **Deferred Entry of Judgment (DEJ)**

In accordance with the AOD Policy and Procedure Manual, Contractor will provide the DEJ to clients who have been referred by the Probation Department.

III. 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;
- c. San Mateo County residents who are referred by County Behavioral Health and Recovery Services (BHRS);
- e. Shelter referrals within San Mateo County;
- f. First Chance Sobering Station referrals;
- d. Referrals from other San Mateo County AOD providers, including the Methadone Clinic and Palm Avenue Detox;
- g. Clients with MCE health insurance coverage; and
- b. AOD treatment and recovery priority populations as outlined in Strategic Directions 2010.

IV. ADMINISTRATIVE REQUIREMENTS

Contractor will maintain compliance with requirements of the AOD Policy and Procedure Handbook including additions and revisions, by reference herein. The Handbook is located at <http://www.aodsystems.com/SMC/Index.htm>.

A. 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. Thus, Contractor will implement the following:

1. Standards of Care

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

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

- a. Contractor will develop and implement the activities and achieve the objectives described in the approved San Mateo county Alcohol and Other Drug (AOD) Standards of Care (SOC) implementation work plan.
- b. In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Handbook, including additions and revision, which is incorporated by reference herein.
- c. Contractor will report quarterly on SOC implementation progress to the assigned AOD Analyst.

2. Continuous Quality Improvement

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

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

3. Co-occurring Disorders

Contractor will work to improve treatment outcomes for complex clients by providing the following:

- a. Contractor will participate as a Change Agent and will delegate participation in monthly activities to effect the changes necessary to maintain and enhance Co-occurring Disorders (COD) capability.
- b. Contractor shall establish a COD work plan that continues to assess and address the needs of complex clients. This COD work plan may be a part of the Contractor's Quality Improvement program, Standards of Care Work 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 Policy and Procedure Handbook.

4. AVATAR Electronic Health Record

BHRS is transitioning to an electronic health record. Contractor will work collaboratively with BHRS in the design and implementation of the new system by:

- a. Contractor will participate in the development, training, implementation and utilization of the required AVATAR system.
- b. Contractor will maintain compliance with all documentation, reporting, billing and all other data requirements as required in the Alcohol and Other Drug (AOD) Policy and Procedure Handbook, including additions

and revision, which is incorporated by reference herein.

- c. Contractor will continue to use the DAISY data system for all reporting requirements until further notice is given by the AOD administrator.

5. Building Capacity

The County seeks to build capacity and increase access to treatment services for San Mateo County residents in the following ways:

- a. MediCal Coverage Expansion (MCE)
Contractor will work in partnership with BHRS to provide substance use disorder treatment services to individuals with MCE health coverage. All services will be delivered in compliance with BHRS policies and procedures found in the AOD Policy and Procedure Handbook and the BHRS Documentation Manual located at:
<http://www.aodsystems.com/SMC/Index.htm>; and
<http://www.co.sanmateo.ca.us/Attachments/health/pdfs/bhrs/ContractAgencies/BHRSDocManual.pdf>.
- b. Other Revenue Enhancement
Contractor will work in conjunction with AOD to assess whether contracted agency is ready to expand services to Drug Medi-Cal, Minor Consent Medi-Cal, or other new revenues opportunities.

6. MCE Program Requirements

- a. Contractor will screen all incoming clients for health coverage, including MCE eligibility and current MCE enrollment. MCE client eligibility shall be verified prior to service provision;
- b. Contractor shall facilitate enrollment into MCE, ACE, Medi-Cal and other health coverage programs for clients who are likely eligible for public benefits but not enrolled;
- c. Contractor shall not charge clients with MCE eligibility for substance use treatment services;
- d. Contractor shall request and obtain modality and service authorizations and reauthorizations for MCE enrolled clients from BHRS;
- e. Contractor shall document and provide authorized services to MCE clients in compliance with BHRS documentation guidelines;
- f. Contractor shall track and report on services and submit invoices for client MCE services provided following required policies and procedures;
- g. Contractor shall correct and resubmit disallowed claims;
- h. Contractor shall ensure that personnel delivering direct services to clients will have the appropriate professional license and/or certification as outlined in the AOD Policy and Procedure manual.

B. CALWORKS PROGRAM REQUIREMENTS

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

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

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

C. CULTURAL COMPETENCY

1. Contractor is strongly encouraged to participate in any cultural competence efforts within BHRS and/or to send a representative to attend the Cultural Competence Council. For more information about the Cultural Competence Council, contact The Office of Diversity at 650-321-5352.
2. Contractor is strongly encouraged to ensure that all program staff receives at least one full day of training per year on some aspect of providing culturally and linguistically appropriate services. One full day of training is equivalent to at least 6 hours of training. Contractor shall submit to County annually a list of scheduled training(s) that include attending participants.
3. 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.
4. 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.

D. INELIGIBLE EMPLOYEES

1. Licensed Professional
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. All Employees
Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services

(CDHS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking:

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

E. ADMINISTERING SATISFACTION SURVEYS

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

F. RETENTION OF RECORDS

Contractor shall have a written policy in all programs regarding the maintenance and disposal of client records. All records shall be stored in an appropriate confidential manner for not less than seven years from the date they are officially closed.

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

H. ADVANCES DIRECTIVES

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

I. BENEFICIARY RIGHTS

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

J. AVAILABILITY AND ACCESSIBILITY OF SERVICE

Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, or that are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

K. COMPLIANCE PLAN AND CODE OF CONDUCT

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

L. 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 J. Where is the AOD fingerprinting language? It encompasses more than just having contact with children?

V. GOALS AND OBJECTIVES – SEEKING SAFETY

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

Objective 1: To provide at least ninety-six (96) Seeking Safety groups during FY 2011-12 at a variety of community sites.

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

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

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

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

**EXHIBIT B
FY 2011-2012
EL CENTRO DE LIBERTAD**

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

I. MHSA FUNDED PREVENTION SERVICES

A. FLAT RATE

In full consideration of the services provided by Contractor, the total amount for Mental Health Services Act prevention and early intervention services described in this Agreement is FORTY THOUSAND DOLLARS (\$40,000). The program funding for each year of the project is as follows:

B. PAYMENT SCHEDULE

County will pay based on the payment schedule below. County will pay Contractor's monthly payment within 30 days, upon timely submission of reports as outlined in the AOD Policy and Procedure Manual. All payments under this Agreement must directly support services specified in this Agreement.

July 1, 2011- June 30, 2012

	Funding Amount	Payment Amount	Release of Payment
Mental Health Services Act (MHSA) Seeking Safety Program	\$40, 000	\$3,333	Monthly

II. ALCOHOL AND DRUG TREATMENT, RECOVERY AND PREVENTION SERVICES

A. FIXED RATE PAYMENTS

In full consideration of the funded alcohol and drug treatment, recovery and prevention services provided to clients who lack the necessary resources to pay for all, or part of these services themselves, the County will pay Contractor the total contract amount in twelve (12) monthly payments in a manner as outlined in the chart below. Upon timely submission of reports as outlined in the Alcohol and Other Drug Services (AOD) Policy and Procedure Handbook, the County will pay Contractor's monthly payment within (thirty) 30 days.

July 1, 2011- June 30, 2012

Services	Funding Amount	Monthly Funding Amount	Rate	Units Of Service	# clients to be served	Slots
NRC Funded Prevention (community-based)	\$125,000	\$10,417				

partnership)						
NRC Outpatient	\$67,735	\$5,645	\$52.55	1,289	40	
County Funded Adult Outpatient	\$240,534	\$20,045	\$52.55	4,577	256	
County Adolescent Outpatient	\$54,835	\$4,570	\$52.55	1,044	32	
CalWorks	\$30,000	\$2,500	\$120.00	250		
MCE – County Match	\$73,272	\$6,106				
Co-Occurring Disorders	\$17,355	\$1,446	\$52.55	330	15	
TOTAL	\$608,731	\$50,729				

The maximum fixed rate amount County shall be obligated to pay for services rendered under this Agreement shall not exceed \$608,731. Contractor shall be paid in twelve monthly payments of FIFTY THOUSAND SEVEN HUNDRED TWENTY NINE DOLLARS (\$50,729).

B. MCE MATCH AND FFP

1. MCE Rates

MCE service reimbursement requires unmatched local or state funding to match federal funds. This funding has been identified as "MCE County Match" within this Agreement. Federal reimbursement is based on current published Federal Financial Participation (FFP) rates. Rates shall be established subsequent to the agreement and shall be communicated to Contractor through an administrative memorandum that will be an attachment to the agreement.

2. MCE Maximum

MCE services described in Exhibit A, Section I.B.3 shall be funded by County match (50%) and by the Federal Financial Participation (50%). The 50% County match is included in the fixed rate payments. The FFP maximum shall not exceed SEVENTY THREE THOUSAND TWO HUNDRED SEVENTY TWO (\$73,272) DOLLARS for the period July 1, 2011 through June 30, 2012. The FFP shall be paid on a fee-for-service format based upon monthly invoices provided by the Contractor. FFP payments shall be 50% of the rates for MCE services. The maximum payment for MCE services, including both the County match and the FFP, shall not exceed \$146,544.

3. MCE Reporting and Reconciliation

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

1. Total units of service
2. Services delivered

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

basis for an annual reconciliation.

Reports and invoices shall be sent to:
AOD Program Analyst
400 Harbor Blvd. Bldg E
Belmont, CA 94002

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

If the final reconciliation shows that services were provided to MCE eligible clients for which MCE payment was not made, County shall pay Contractor for services delivered at the MCE rate included herein. In any case, the maximum payment shall not exceed the Agreement maximum as established in Paragraph I.A. of this Exhibit B.

4. Billing

MCE services will be billed and reimbursed in accordance with the AOD Policy and Procedure Handbook and the BHRS Documentation Handbook. County funded MCE match is paid on a fixed rate basis and will be reconciled to the actual service billed on a quarterly basis. Federal Financial Participation (FFP) reimbursement rates are based on the established MCE rates. County funding is required to meet local FFP match requirements. In the event that Contractor fails to meet contractual obligations in MCE service delivery and billing, BHRS may suspend or withhold payment. In the event that Contractor exceeds billing target, an amendment will be required to identify funds for County match requirement and to increase FFP revenues. Service specific reimbursement rates for FY11/12 are pending approval of San Mateo County's Low Income Health Program application and, upon approval, shall be communicated to Contractor through an administrative memorandum that will serve as an amendment to the agreement.

5. MCE Disallowances

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

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

C. VARIABLE RATE /FEE FOR SERVICE

In full consideration of the fee for service funded alcohol and drug treatment services provided to individuals who lack the necessary resources to pay for all, or part of these services themselves and are referred by the County, the County shall pay for such services rendered under this Agreement. Payment shall not exceed the aggregate amounts stated in Section 3. Payments – Maximum Amount, in the main body of this Agreement.

July 1, 2011- June 30, 2012

Funding Source	Service	Unit Rate
CDCI , DCP	Individual / Group Session	\$50.00 Per Staff Hour
	Aftercare Treatment	\$40.00 Per Hour
	Drug Test	\$30.00 Per Screen
Ryan White Funded Services*	Outpatient	\$50.00 Per Staff Hour
Achieve 180*	Outpatient	\$50.00 Per Staff Hour

1. CDCI , DCP Funded Services

Services shall be as follows:

a. Outpatient Treatment Services

- i. One (1) hour individual and/or group counseling session provided for CDCI/DCP/Cal-EMA funded outpatient alcohol and drug treatment and recovery services.
- ii. Aftercare Treatment Services per individual for each one (1) hour group counseling session provided for CDCI/DCP/Cal-EMA funded aftercare alcohol and drug treatment and recovery services.

b. Drug Testing

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

2. Ryan White CARE Act Funded Services

a. Outpatient Treatment Services

One (1) hour per individual and/or group counseling session provided for Ryan White CARE Act funded outpatient alcohol and drug treatment and recovery services.

3. Achieve 180 Re-Entry Services

Services shall be as follows:

a. Outpatient Treatment

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

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

D. FEE FOR SERVICE WITH ALLOCATION

1. Bay Area Services Network (BASN)

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein. In full consideration of the BASN services provided by Contractor, County shall pay Contractor \$13,711 for Outpatient Treatment Services.

September 1, 2011 - June 30, 2012*

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

*Term date effective pending ADP approval

E. NON-REIMBURSABLE SERVICES

In accordance with the AOD Policy and Procedure Handbook, DEJ services are a non-reimbursable service. DEJ administrative fees must be approved by the County Health Services Agency Director.

1. Deferred Entry of Judgment

Contractor shall remit monthly to the County Alcohol and Other Drug Services Administrator a five percent (5%) administrative fee of the gross revenues received, less refunds to participants, amount of any participant checks returned for insufficient funds, fees charged to Contractor for returned checks, and collections for drug testing for the DEJ program.

F. REQUIRED FISCAL DOCUMENTATION

- 1 Contractor's annual budget, and line item narrative justification covering all contracted services under this Agreement is subject to review and approval by the San Mateo County Alcohol and Other Drug Services program liaison for each fiscal year.
- 2. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Policy and Procedure Handbook.

G. 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.

H. EARLY TERMINATION

In the event this Agreement is terminated prior to June 30, 2012, 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.

I. 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.

J. CLAIMS/INVOICE CERTIFICATION AND PROGRAM INTEGRITY

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
2. Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

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

Executed at _____ California, on _____, 20__

Signed _____ Title _____

Agency _____”

**CONTRACTOR'S DECLARATION FORM
COUNTY OF SAN MATEO
EL CENTRO DE LIBERTAD
July 1, 2011 through June 30, 2012**

I. CONTRACTOR INFORMATION

Contractor Name:	El Centro de Libertad	Phone:	(650) 599-9955
Contact Person:	George Borg, CEO	Fax:	(650) 599-9273
Address:	500 Allerton Ave. Redwood City, CA 94063		

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 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.

Signature Name

Date Title

ATTACHMENT E

FINGERPRINTING CERTIFICATION

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

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

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

El Centro de Libertad
Name of Contractor

Signature of Authorized Official

George, Borg
Name (please print)

CEO
Title (please print)

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.

El Centro de Libertad
Name of 504 Person - Type or Print

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

1230 – A Hopkins Ave
Street Address or P.O. Box

Redwood City, CA 94062
City, State, Zip Code

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

Signature

Title of Authorized Official

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."

**ATTACHMENT 3 - CONTRACTOR'S DECLARATION FORM
COUNTY OF SAN MATEO
EL CENTRO DE LIBERTAD**

I. CONTRACTOR INFORMATION

Contractor Name:	El Centro de Libertad	Phone:	(650) 599-9955
Contact Person:	George Borg, CEO	Fax:	(650) 599-9273
Address:	1230 - A Hopkins Ave Redwood City, CA 94062		

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.

Signature	Name
Date	Title

**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 providing professional alcohol and other drug treatment, prevention and recovery services in accordance with state and federal laws, regulations, and funding mandates.

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment E—Fingerprinting Compliance Form

Attachment I—Assurance of Compliance with Section 504

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit “B,” Contractor shall perform the services as set forth in this Agreement, in the Alcohol and Other Drug Services Policy and Procedure Handbook and in the Exhibits and Attachments to the Agreement.

3. Payments

A. Maximum Amount

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein, ion Exhibit A, and in the Alcohol and Other Drug Services Policy and Procedure Handbook, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B and attachments herein for the contract term.

The County reserves the right to with hold 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 ONE MILLION SEVEN HUNDRED NINE THOUSAND EIGHT HUNDRED THIRTY-ONE DOLLARS (\$1,709,831).

The total fiscal obligation under this Agreement shall include (a) a fixed amount, and (b) a variable amount, which shall be a portion of an aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement.

The County's total fiscal obligation for the fixed amount shall not exceed SIX HUNDRED NINE THOUSAND FIVE HUNDRED SEVENTY FIVE DOLLARS (\$609,575).

The County's total fiscal obligation for the aggregate amount allocated among all contractors who provide the same or similar services as those described in this Agreement shall nor exceed EIGHT HUNDRED SEVENTY FIVE THOUSAND THREE HUNDRED SEVENTY EIGHT DOLLARS (\$875,378).

The County's total fiscal obligation for the fee-for-service amount shall not exceed TWO HUNDRED TWENTY-FOUR THOUSAND EIGHT HUNDRED SEVENTY-EIGHT DOLLARS (\$224,878).

The fee-for-service amount described in this Agreement shall include and shall be limited to the following amounts:

- 1) ONE HUNDRED SEVENTY-FOUR THOUSAND FIVE HUNDRED FIFTY DOLLARS (\$174,550) for MCE FFP funded alcohol and drug treatment services as described in Exhibit A.
- 2) SIXTEEN THOUSAND SEVEN HUNDRED THIRTEEN DOLLARS (\$16,713) BASN Outpatient funded alcohol and drug treatment services as described in Exhibit A.
- 3) TWENTY-SIX THOUSAND TWO HUNDRED FIFTY-FIVE DOLLARS (\$26,255) BASN Residential funded alcohol and drug treatment services as described in Exhibit A.
- 4) SEVEN THOUSAND THREE HUNDRED SIXTY DOLLARS (\$7,360) BASN SLE funded alcohol and drug treatment services as described in Exhibit A.

The Contractor acknowledges that the County has agreed to pay a “variable amount” to all contractors who provide fee for service alcohol and drug treatment and drug testing services authorized individually or collectively by a County Resolution, which shall be the Contractor’s share of an aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement.

Therefore, the funds available to pay each individual contractor are dependent upon the amount or volume of services provided by the other contractors, as authorized by County.

The aggregate amount to be allocated among all contractors who provide the same or similar services as those described in this Agreement shall include and shall be limited to the following amounts:

- 1) TWO HUNDRED-THIRTY THREE THOUSAND NINE HUNDRED SIX DOLLARS (\$233,906) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services as described in Exhibit A.
- 2) SEVENTY THOUSAND SEVEN HUNDRED SIXTY TWO DOLLARS (\$70,762) for Drug Court Partnership funded alcohol and drug treatment services as described in Exhibit A.
- 3) FOUR HUNDRED FOURTEEN THOUSAND FOUR HUNDRED FORTY (\$414,440) for Cal EMA funded alcohol and drug treatment services as described in Exhibit A.
- 4) EIGHTY THREE THOUSAND SEVENTY DOLLARS (\$83,070) for Ryan White funded alcohol and drug treatment services as described in Exhibit A.
- 5) SEVENTY THREE THOUSAND TWO HUNDRED DOLLARS (\$73,200) for Achieve 180 Re-Entry Services funded alcohol and drug treatment services as described in Exhibit A.

B. Rates, Amounts, and Terms of Payments

The amounts, rates and terms of payment shall be specified in the Exhibits, the Alcohol and Other Drug Services Policy and Procedure Handbook and Attachments to this Agreement. Any rate increase is subject to the approval of the Chief of the Health System or the Chief’s designee, and shall not be binding on County unless so approved in writing.

In no event shall the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Chief of the Health System or the Chief's designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, the Chief, or designee shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

C. Time Limit for Submitting Invoices

Contractor shall submit an invoice for services to County in accordance with the provisions of the Exhibits and Attachments herein. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier. To ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided no later than the tenth (10th) day of each month.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2011 through June 30, 2012.

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

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

5. Availability of Funds

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

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

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

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

8. Assignability and Subcontracting

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

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers'

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

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

Such insurance shall include:

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

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

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

10. Compliance with laws; payment of Permits/Licenses

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

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

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

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;

- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation;
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

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

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

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

14. Merger Clause

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

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

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

In the case of County, to:
County of San Mateo Director, Alcohol & Other Drug Services
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:
Free At Last
Gerardo Barragan, Executive Director
1796 Bay Road
East Palo Alto, CA 94303

Signature page follows.

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

By: _____

Contractor's Signature

Date: _____

Long Form Agreement/Non Business Associate v 8/19/08

**FREE AT LAST
FY 2011-2012
EXHIBIT A**

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following alcohol and drug treatment services at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Exhibit A.

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Fixed Rate Services

A description of the following services is outlined in the AOD Policy and Procedure Handbook located at: <http://www.aodsystems.com/SMC/Index.htm>.

1. Perinatal Residential
2. Outpatient Treatment
3. County Residential Treatment
4. Mental Health Services Act Co-Occurring
5. MCE County Match

B. Fee For Service

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure 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 Policy and Procedure Handbook.

1. Comprehensive Drug Court Implementations (CDCI) Grant, Drug Court Partnership (DCP) Grant, and Cal-EMA Grant funded Services
 - a. Outpatient Treatment Services
 - b. Day Treatment Services
 - c. Residential Treatment Services
 - d. Sober Living Environment
 - e. Aftercare Treatment Services
 - f. Drug Testing
2. Ryan White CARE Act funded Services
 - a. Outpatient Treatment Services
 - b. Residential Treatment Services
3. Achieve 180 Re-Entry Services
 - a. Outpatient Treatment Services
 - b. Residential Treatment Services
4. Medicaid Coverage Expansion (MCE) Health Coverage
Effective July 1, 2011, Behavioral Health & Recovery Services (BHRS) will, at its discretion, reimburse Contractor for services provided to Medicaid Coverage Expansion (MCE) beneficiaries. MCE is a fee-for-service health coverage that has the potential to expand fee-for-service billing and revenue. Substance use treatment modalities provided under the MCE program include:
 - a. Outpatient Services
 - b. Residential Treatment Services

- c. Treatment Readiness/Pre-Treatment Services
- d. Recovery Management/Continuing Care Services
- e. Perinatal Services

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

5. Fee For Service With Allocation

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein. Reimbursement will be approved only for clients who referred through the formal referral process outlined in the AOD Policy and Procedure Manual.

a. Bay Area Service Network (BASN)

i. BASN SOBER LIVING ENVIRONMENT (SLE) Units of Service

1) Program participants must be admitted through BASN specific case management authorization from BASN specific residential treatment services. Contractor will provide the following services:

a) Contractor will provide a total of three hundred twenty-seven (327) units of service of BASN sober living environment (SLE) transitional housing to a minimum of four (4) program participants annually.

ii. BASN OUTPATIENT ALCOHOL AND DRUG TREATMENT Units of Service:

Contractor will provide a maximum of one hundred eighty (180) days of the following BASN outpatient alcohol and drug treatment services per program participant for individuals referred to the BASN program. Each program participant must be formally determined eligible to receive BASN Services by the Parolee Services Network Case Manager.

1) Admit to Contractor's BASN outpatient alcohol and drug treatment program a minimum of eight (8) program participants annually.

2) Provide three hundred sixty-three (363) units of service dedicated to BASN outpatient services to BASN program participants annually.

iii. BASN RESIDENTIAL ALCOHOL AND DRUG TREATMENT Units of Service:

1) Admit a minimum of four (4) BASN residential alcohol and drug treatment program participants per year for the term of the Agreement.

2) Contractor will provide a maximum of three hundred sixty (360) days of service of BASN residential treatment per program participant per year for the term of Agreement, for individuals referred to the BASN residential program by the Bay Area Services Network (BASN). Each program participant must be formally determined by the Parolee

C. DESCRIPTION OF UNIQUE PROGRAM SERVICES

Contractor will provide the following treatment services: Outpatient Services, and Residential Treatment Services for men, women and women with children.

1. **Residential Treatment Programs** are highly structured programs and are based on the 12-Steps Recovery Fellowship. 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

Program and scheduling of sessions may be changed and/or adjusted to accommodate client needs.

2. **Outpatient Treatment Program**

Outpatient Treatment Program is a highly structured program lasting 6 to 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.

D. Non-Reimbursable Services

1. Driving Under The Influence (DUI) First Offender Program (FOP)

In accordance with the AOD Policy and Procedure 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;
- B. AOD treatment and recovery priority populations as outlined in Strategic Directions 2010.
- C. San Mateo County residents who are referred by County Behavioral Health and Recovery Services (BHRS);
- D. Referrals from other San Mateo County AOD providers, including the Methadone Clinic, Palm Avenue Detox, and First Chance Sobering Station referrals;
- E. Shelter referrals within San Mateo County;
- F. Clients with MCE health insurance coverage

III. ADMINISTRATIVE REQUIREMENTS

Contractor will maintain compliance with requirements of the AOD Policy and Procedure Handbook including additions and revisions, by reference herein. The Handbook is located at <http://www.aodsystems.com/SMC/Index.htm>.

A. 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. Thus, Contractor will implement the following:

1. Standards of Care

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

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

- a. Contractor will develop and implement the activities and achieve the objectives described in the approved San Mateo county Alcohol and Other Drug (AOD) Standards of Care (SOC) implementation work plan.
- b. In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Handbook, including additions and revision, which is incorporated by reference herein.
- c. Contractor will report quarterly on SOC implementation progress to the assigned AOD Analyst.

2. Continuous Quality Improvement

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

enrollment and retention in treatment.

- a. Contractor will develop and implement a Quality Improvement plan with an emphasis on continuous quality improvement.
- b. Contractor will solicit feedback from service recipients on an annual basis, at minimum. Client feedback process may include but is not limited to: focus groups and client satisfaction surveys.
- c. Contractor will implement a process to share client feedback with the Quality Improvement committee. Consideration of client feedback will be incorporated into future QI plans.
- d. Contractor shall report quarterly to the assigned AOD Analyst on QI plan implementation, progress and client feedback results.

3. Co-occurring Disorders

Contractor will work to improve treatment outcomes for complex clients by providing the following:

- a. Contractor will participate as a Change Agent and will delegate participation in monthly activities to effect the changes necessary to maintain and enhance Co-occurring Disorders (COD) capability.
- b. Contractor shall establish a COD work plan that continues to assess and address the needs of complex clients. This COD work plan may be a part of the Contractor's Quality Improvement program, Standards of Care Work 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 Mental Health Services Act (MHSA) funding to treat clients with COD shall comply with additional reporting requirements as outlined in the online AOD Policy and Procedure Handbook.

4. AVATAR Electronic Health Record

BHRS is transitioning to an electronic health record. Contractor will work collaboratively with BHRS in the design and implementation of the new system by:

- a. Contractor will participate in the development, training, implementation and utilization of the required AVATAR system.
- b. Contractor will maintain compliance with all documentation, reporting, billing and all other data requirements as required in the Alcohol and Other Drug (AOD) Policy and Procedure Handbook, including additions and revision, which is incorporated by reference herein.
- c. Contractor will continue to use the DAISY data system for all reporting requirements until further notice is given by the AOD administrator.

B. 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. Medicaid Coverage Expansion (MCE)

Contractor will work in partnership with BHRS to provide substance use disorder

treatment services to beneficiaries of MCE. All services will be delivered in compliance with BHRS policies and procedures found in the AOD Policy and Procedure Handbook and the BHRS Documentation Manual located at: <http://www.aodsystems.com/SMC/Index.htm>; and <http://www.co.sanmateo.ca.us/Attachments/health/pdfs/bhrs/ContractAgencies/BHRSDocManual.pdf>.

2. Other Revenue Enhancement

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

C. MCE PROGRAM REQUIREMENTS

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

D. CULTURAL COMPETENCY

1. Contractor is strongly encouraged to participate in any cultural competence efforts within BHRS and/or to send a representative to attend the Cultural Competence Council. For more information about the Cultural Competence Council, contact The Office of Diversity at 650-321-5352.
2. Contractor is strongly encouraged to ensure that all program staff receives at least one full day of training per year on some aspect of providing culturally and linguistically appropriate services. One full day of training is equivalent to at least 6 hours of training. Contractor shall submit to County annually a list of scheduled training(s) that include attending participants.
3. 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.

4. 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.

E. INELIGIBLE EMPLOYEES

1. Licensed Professional

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. All Employees

Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services (CDHS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: http://files.medi-cal.ca.gov/pubsdoco/publications/bulletins/part1/part1bull_1.asp

F. ADMINISTERING SATISFACTION SURVEYS

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

G. RETENTION OF RECORDS

Contractor shall have a written policy in all programs regarding the maintenance and disposal of client records. Notwithstanding paragraph 13 of Agreement, all records shall be stored in an appropriate confidential manner for not less than seven years from the date they are officially closed.

**FREE AT LAST
FY 2011-2012
EXHIBIT B**

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

I. ALCOHOL AND DRUG TREATMENT AND RECOVERY SERVICES

A. FIXED RATE PAYMENTS

In full consideration of the funded alcohol and drug treatment and recovery services provided to clients who lack the necessary resources to pay for all, or part of these services themselves, the County will pay Contractor the total contract amount in twelve (12) monthly payments in a manner as outlined in the chart below. Upon timely submission of reports as outlined in the Alcohol and Other Drug Services (AOD) Policy and Procedure Handbook, the County will pay Contractor's monthly payment within (thirty) 30 days.

July 1, 2011- June 30, 2012

Services	Funding Amount	Monthly Funding Amount	Rate	Units Of Service per FY	# clients to be served	Slots
NRC Perinatal Residential	\$177,830	\$14,819	\$97.45	1,824	20	5
County Funded Residential Perinatal	\$41,705	\$3,475	\$97.45	428	5	1
NRC Outpatient	\$43,167	\$3,597	\$48.50	890	8	2
County Funded Residential	\$140,919	\$11,743	\$77.00	1,830	10	5
MCE County Match	\$174,550	\$14,546				
MHSA Funded Co-Occurring Disorders	\$31,404	\$2,617	\$74.95	419	3	1
TOTAL	\$609,575	\$50,797				

The maximum fixed rate amount County shall be obligated to pay for services rendered under this Agreement shall not exceed \$609,575. Contractor shall be paid in twelve monthly payments of FIFTY THOUSAND SEVEN HUNDRED NINETY SEVEN DOLLARS (\$50,797).

B. MCE MATCH AND FFP

1. MCE Rates

MCE service reimbursement requires unmatched local or state funding to match federal funds. This funding has been identified as "MCE County Match" within this Agreement. Federal reimbursement is based on current published Federal Financial Participation (FFP) rates. Rates shall be established subsequent to the agreement and shall be communicated to Contractor through an administrative memorandum that will be an attachment to the agreement.

2. MCE Maximum

MCE services described in Exhibit A, Section I.B.4 shall be funded by County match (50%) and by the Federal Financial Participation (50%). The 50% County match is included in the fixed rate payments. The FFP maximum shall not exceed ONE HUNDRED SEVENTY FOUR THOUSAND FIVE HUNDRED FIFTY dollars (\$174,550) for the period July 1, 2011 through June 30, 2012. The FFP shall be paid on a fee-for-service format based upon monthly invoices provided by the Contractor. FFP payments shall be 50% of the rates for MCE services. The maximum payment for MCE services, including both the County match and the FFP, shall not exceed \$349,100.

3. MCE Reporting and Reconciliation

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

1. Total units of service
2. Services delivered

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

Reports and invoices shall be sent to:
AOD Program Analyst
400 Harbor Blvd. Bldg E
Belmont, CA 94002

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

If the final reconciliation shows that services were provided to MCE eligible clients for which MCE payment was not made, County shall pay Contractor for services delivered at the MCE rate included herein. In any case, the maximum payment shall not exceed the Agreement maximum as established in Paragraph I.A. of this Exhibit B.

4. Billing

MCE services will be billed and reimbursed in accordance with the AOD Policy and Procedure Handbook and the BHRS Documentation Handbook. County funded MCE match is paid on a fixed rate basis and will be reconciled to the actual service billed on a quarterly basis. Federal Financial Participation (FFP) reimbursement rates are based on the established MCE rates. County funding is required to meet local FFP match requirements. In the event that Contractor fails to meet contractual obligations in MCE service delivery and billing, BHRS may suspend or withhold payment. In the event that Contractor exceeds billing target, an amendment will be required, at the County option to identify funds for County match requirement and to increase FFP revenues. Service specific reimbursement rates for FY11/12 are pending approval of San Mateo County's Low Income Health Program application and, upon approval, shall be communicated to Contractor through an administrative memorandum that will serve as an amendment to the agreement.

5. MCE Disallowances

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

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

C. VARIABLE RATE /FEE FOR SERVICE

In full consideration of the fee for service funded alcohol and drug treatment services provided to individuals who lack the necessary resources to pay for all, or part of these services themselves and are referred by the County, the County shall pay for such services rendered under this Agreement. Payment shall not exceed the aggregate amounts stated in Section 3. Payments – Maximum Amount, in the main body of this Agreement.

July 1, 2011- June 30, 2012

Funding Source	Service	Unit Rate
CDCI , DCP, and Cal-EMA Grant Funded Services	Individual / Group Session	\$50.00 Per Staff Hour
	Residential	\$90.00 Per Bed Day
	Sober Living Environment	\$22.00 Per Bed Day
	Aftercare	\$40.00 Per Hour
	Drug Test	\$30.00 Per Screen
Ryan White Funded Services	Outpatient	\$50.00 Per Staff Hour
	Residential	\$90.00 Per Bed Day
Achieve 180	Outpatient	\$50.00 Per Staff Hour
	Residential	\$90.00 Per Bed Day

1. CDCI , DCP, and Cal-EMA Grant Funded Services

Services shall be as follows:

a. Outpatient Treatment Services

- i. One (1) hour individual and/or group counseling session provided for CDCI/DCP/Cal-EMA funded outpatient alcohol and drug treatment and recovery services.
- ii. Aftercare Treatment Services per individual for each one (1) hour group counseling session provided for CDCI/DCP/Cal-EMA funded aftercare alcohol and drug treatment and recovery services.

b. Residential Treatment

Bed days provided for Drug Court referred individuals for ninety (90) days alcohol and drug treatment and recovery services, including food, shelter and other basic needs. Provision of services beyond ninety (90) days

requires prior written authorization from AOD.

- c. Sober Living Environment (SLE) Services
SLE residents must be admitted to and participate in an ADP certified Non-Residential Treatment or Day Treatment program (off grounds group and/or individual counseling). Provision of services beyond thirty (30) days requires prior written authorization from AOD.
- d. Drug Testing
The rate will not exceed the actual cost of the drug screen, plus an administrative fee as specified in the Contractor's approved Drug Testing Plan.

2. Ryan White CARE Act Funded Services

- a. Outpatient Treatment Services
One (1) hour group for each individual and or/group counseling session provided by Ryan White CARE Act funded outpatient alcohol and drug treatment and recovery services.
- b. Residential Treatment Services
Bed day provided for Ryan White CARE Act funded residential alcohol and drug treatment and recovery services, including food, shelter and other basic needs.

3. Achieve 180 Re-Entry Services

Services shall be as follows:

- a. Outpatient Treatment
 - i. One and one half (1½) hour group counseling session per individual provided within the approved treatment period for Achieve 180 Re-Entry funded outpatient alcohol and drug treatment and recovery services.
 - ii. One half (1/2) hour individual counseling session per individual provided within the approved treatment period for Achieve 180 Re-Entry funded outpatient alcohol and drug treatment and recovery services.
- b. Residential Treatment Services
Residential Treatment Services per individual for each day provided within the approved treatment period for Achieve 180 Re-Entry funded alcohol and drug residential treatment and recovery services. Maximum duration for Achieve 180 clients in residential programs is ninety (90) days.

D. VARIABLE RATE /FEE FOR SERVICE WITH ALLOCATION

Bay Area Services Network (BASN)

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein. In full consideration of the BASN services provided by Contractor, County shall pay Contractor \$26,255 for Residential Treatment Services, \$16,713 for Outpatient Treatment Services, and \$7,360 for SLE; for a maximum of FIFTY THOUSAND THREE HUNDRED TWENTY EIGHT (\$50,328) DOLLARS.

September 1, 2011- June 30, 2012

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

*Term date effective pending ADP approval.

E. NON-REIMBURSABLE SERVICES

In accordance with the AOD Policy and Procedure Handbook, DUI services are a non-reimbursable service. DUI administrative fees must be approved by the County Health Services Agency Director.

1. **First Offender Programs**

Contractor shall remit monthly to the County Alcohol and Other Drug Services Administrator a eight percent (8%) administrative fee for 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. REQUIRED FISCAL DOCUMENTATION

- 1 Contractor's annual budget, and line item narrative justification covering all contracted services under this Agreement is subject to review and approval by the San Mateo County Alcohol and Other Drug Services program liaison for each fiscal year.
2. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Policy and Procedure Handbook.

G. 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.

H. EARLY TERMINATION

In the event this Agreement is terminated prior to June 30, 2012, 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.

I. 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.

J. CLAIMS/INVOICE CERTIFICATION AND PROGRAM INTEGRITY

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective

August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.

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

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

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

Executed at _____ California, on _____, 20__

Signed _____ Title _____

Agency _____”

**ATTACHMENT 3 - CONTRACTOR'S DECLARATION FORM
 COUNTY OF SAN MATEO
 FREE AT LAST
 July 1, 2011 through June 30, 2012**

I. CONTRACTOR INFORMATION

Contractor Name:	Free At Last	Phone:	650-462-6999
Contact Person:	Gerardo Barragan, Executive Director	Fax:	650-462-4055
Address:	1796 Bay Road East Palo Alto, CA 94303		

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.

 Signature Name

 Date Title

ATTACHMENT E

FINGERPRINTING CERTIFICATION

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

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

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

Free At Last
Name of Contractor

Signature of Authorized Official

Gerardo Barragan
Name (please print)

Executive Director
Title (please print)

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.

Free At Last
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

Title of Authorized Official

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:	Free at Last	Phone:	(650)462-6999
Contact Person:	Gerardo Barragan, Executive Director	Fax:	(650)462-1033
Address:	1796 Bay Road East Palo Alto, CA 94303		

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.

Signature

Name

Date

Title

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
THE LATINO COMMISSION**

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

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing professional alcohol and other drug treatment, prevention and recovery services in accordance with state and federal laws, regulations, and funding mandates.

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment E—Fingerprinting Compliance Form

Attachment I—Assurance of Compliance with Section 504

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit “B,” Contractor shall perform the services as set forth in this Agreement, in the Alcohol and Other Drug Services Policy and Procedure Handbook and in the Exhibits and Attachments to the Agreement.

3. Payments

A. Maximum Amount

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein, ion Exhibit A, and in the Alcohol and Other Drug Services Policy and Procedure Handbook, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B and attachments herein for the contract term.

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 ONE MILLION FIVE HUNDRED SIXTY SIX THOUSAND FIVE HUNDRED FIFTY THREE DOLLARS (\$1,566,553).

The total fiscal obligation under this Agreement shall include (a) a fixed amount, and (b) a variable amount, which shall be a portion of an aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement.

The County's total fiscal obligation for the fixed amount shall not exceed FIVE HUNDRED THIRTY FOUR THOUSAND NINE HUNDRED THIRTEEN DOLLARS (\$534,913).

The County's total fiscal obligation for the fee-for-service amount shall not exceed ONE HUNDRED FIFTY-SIX THOUSAND TWO HUNDRED SIXTY-TWO DOLLARS (\$156,262).

The fee-for-service amount described in this Agreement shall include and shall be limited to the following amounts:

- 1) ONE HUNDRED NINE THOUSAND ONE HUNDRED THIRTY-EIGHT (\$109,138) for MCE FFP funded alcohol and drug treatment services as described in Exhibit A.
- 2) FORTY SEVEN THOUSAND ONE HUNDRED TWENTY FOUR DOLLARS (\$47,124) BASN funded alcohol and drug treatment services as described in Exhibit A.

The County's total fiscal obligation for the aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement shall not exceed EIGHT HUNDRED SEVENTY FIVE THOUSAND THREE HUNDRED SEVENTY EIGHT DOLLARS (\$875,378).

The Contractor acknowledges that the County has agreed to pay a "variable amount" to all contractors who provide fee for service alcohol and drug treatment and drug testing services authorized individually or collectively by a County Resolution, which shall be the Contractor's share of an aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement.

Therefore, the funds available to pay each individual contractor are dependent upon the amount or volume of services provided by the other contractors, as authorized by County.

The aggregate amount to be allocated between all contractors who provide the same or similar services as those described in this Agreement shall include and shall be limited to the following amounts:

- a. TWO HUNDRED-THIRTY THREE THOUSAND NINE HUNDRED SIX DOLLARS (\$233,906) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services as described in Exhibit A.
- b. SEVENTY THOUSAND SEVEN HUNDRED SIXTY TWO DOLLARS (\$70,762) for Drug Court Partnership funded alcohol and drug treatment services as described in Exhibit A.
- c. FOUR HUNDRED FOURTEEN THOUSAND FOUR HUNDRED FORTY (\$414,440) for Cal EMA funded alcohol and drug treatment services as described in Exhibit A.
- d. EIGHTY THREE THOUSAND SEVENTY DOLLARS (\$83,070) for Ryan White funded alcohol and drug treatment services as described in Exhibit A.
- e. SEVENTY THREE THOUSAND TWO HUNDRED DOLLARS (\$73,200) for Achieve 180 Re-Entry Services funded alcohol and drug treatment services as described in Exhibit A.

B. Rates, Amounts, and Terms of Payments

The amounts, rates and terms of payment shall be specified in the Exhibits, the Alcohol and Other Drug Services Policy and Procedure Handbook and Attachments to this Agreement. Any rate increase is subject to the approval of the Chief of the Health System or the Chief's designee, and shall not be binding on County unless so approved in writing.

In no event shall the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Chief of the Health System or the Chief's designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, the Chief, or designee shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

C. Time Limit for Submitting Invoices

Contractor shall submit an invoice for services to County in accordance with the provisions of the Exhibits and Attachments herein. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier. To ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided no later than the tenth (10th) day of each month.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2011 through June 30, 2012.

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

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

5. Availability of Funds

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

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

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

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

8. Assignability and Subcontracting

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

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

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

with such provisions before commencing the performance of the work of this Agreement.

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

Such insurance shall include:

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

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

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

10. Compliance with laws; payment of Permits/Licenses

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

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

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

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;

- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation;
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

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

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

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

14. Merger Clause

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

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

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

In the case of County, to:
County of San Mateo Director, Alcohol & Other Drug Services
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:
The Latino Commission
Deborah Camarillo, Executive Director
301 Grand Avenue
South San Francisco, CA 94080

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

THE LATINO COMMISSION

By: _____

Contractor's Signature

Date: _____

Long Form Agreement/Non Business Associate v 8/19/08

**THE LATINO COMMISSION
FY 2011-2012
EXHIBIT "A"**

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following alcohol and drug treatment services at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Exhibit A.

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Fixed Rate Services

A description of the following services is outlined in the AOD Policy and Procedure Handbook located at: <http://www.aodsystems.com/SMC/Index.htm>.

1. Perinatal Day Treatment
2. Outpatient Treatment
3. County Day Treatment
4. County Funded Outpatient
5. Residential Perinatal Treatment
6. Mental Health Services Act Co-Occurring
7. MCE County Funded Services
8. CalWORKS

In accordance with the AOD Policy and Procedure Manual, Contractor will provide the following alcohol and drug treatment and recovery services to clients who are CalWORKS eligible. Contractor shall submit Quarterly reporting in accordance with the AOD Policy and Procedure Manual.

a. Day Treatment

A minimum of nine (9) hours per week of counseling and/or structured therapeutic activities shall be provided for each client.

B. Fee For Service

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure 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 Policy and Procedure Handbook.

1. Comprehensive Drug Court Implementations (CDCI) Grant, Drug Court Partnership (DCP) Grant, and Cal-EMA Grant funded Services
 - a. Outpatient Treatment Services
 - b. Day Treatment Services
 - c. Residential Treatment Services
 - d. Residential - Perinatal Treatment Services
 - e. Aftercare Treatment Services
 - f. Sober Living Environment Services
 - g. Drug Testing
2. Ryan White CARE Act Funded Services

- a. Outpatient Treatment Services
 - b. Day Treatment Services
 - c. Residential Treatment Services
3. Achieve 180 Re-Entry Services
- a. Outpatient Treatment Services
 - b. Day Treatment Services
 - c. Residential Treatment Services
4. Medicaid Coverage Expansion (MCE) Health Coverage
- Effective July 1, 2011, Behavioral Health & Recovery Services (BHRS) will, at its discretion, reimburse Contractor for services provided to Medicaid Coverage Expansion (MCE) beneficiaries. MCE is a fee-for-service health coverage that has the potential to expand fee-for-service billing and revenue. Substance use treatment modalities provided under the MCE program include:
- a. Outpatient Services
 - b. Intensive Outpatient Services
 - c. Residential Treatment Services
 - d. Treatment Readiness/Pre-Treatment Services
 - e. Recovery Management/Continuing Care Services
 - f. Perinatal Services

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

5. Fee For Service With Allocation
- In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein. Reimbursement will be approved only for clients who referred through the formal referral process outlined in the AOD Policy and Procedure Manual.
- a. Bay Area Service Network (BASN)
 - BASN OUTPATIENT ALCOHOL AND DRUG TREATMENT Units of
 - i. Service:

Contractor will provide a maximum of one hundred eighty two (182) units of service of the following BASN outpatient alcohol and drug treatment services per program participant for individuals referred to the BASN outpatient program by BASN. Each program participant must be formally determined by the Parolee Services Network Case Manager to be eligible to receive BASN services.
 - ii. BASN SOBER LIVING ENVIRONMENT (SLE) Units of Service

Contractor will provide a total of three hundred thirty-five (335) units of service of BASN sober living environment (SLE) transitional housing to a minimum of four (4) program participants annually.

- iii. BASN RESIDENTIAL ALCOHOL AND DRUG TREATMENT Units of Service:

Contractor will provide a maximum of three hundred sixty five (365) units of service of BASN residential treatment per program participant per year for the term of Agreement, for individuals referred to the BASN residential program by the Bay Area Services Network (BASN). Each program participant must be formally determined by the Parolee Services Network Case Manager to be eligible to receive BASN services.

B. DESCRIPTION OF UNIQUE PROGRAM SERVICES

1. The Latino Commission delivers Residential substance abuse treatment in four structural phases representing a culturally appropriate on going circle of recovery
 - a. Phase I Genesis (New Beginning)
In this phase the focus is on stabilization of the participant. The person is introduced to recovery and to a different life style without drugs and alcohol dominating their lives.
 - b. Phase II En Lak Etch (Working as one, you are my other self)
In this phase the participants learn to work on treatment issues that are identified and dealt with by self, the group and staff.
 - c. Phase III Floreciendo (Blooming Transitions)
This phase residents prepare for independent clean and sober living and are encouraged to use community agencies for support.
 - d. Phase IV Ollin (Movement with balance and integrity)
This phase, residents graduate from the treatment program and receive support to apply new skills for clean and sober living.
2. Residential and Intensive Day Treatment Alcohol and Drug Treatment Services: Latino Commission's Step down model are Unique Treatment Services for men and women. Description is as follows:
 - a. Months one, two and three: Clients will begin treatment in residential treatment services for approximately ninety (90) days.
 - b. Months one, two and three: Clients will begin treatment in residential treatment services for approximately ninety (90) days.
 - c. Months four through six: Clients will begin to transition from residential treatment to intensive outpatient treatment (IDT) and sober living transitional housing (upon bed availability). IDT consists of 20 hours per week
 - d. Month seven: Clients will begin to transition to employment. Clients will continue with aftercare services.

3. Latino Commission's Unique Treatment Services for men and women are as follows: Intake, assessment (using the Addiction Severity Index [ASI]), recovery planning and relapse prevention.

II. PRIORITY POPULATIONS

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

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

III. ADMINISTRATIVE REQUIREMENTS

Contractor will maintain compliance with requirements of the AOD Policy and Procedure Handbook including additions and revisions, by reference herein. The Handbook is located at <http://www.aodsystems.com/SMC/Index.htm>.

A. 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. Thus, Contractor will implement the following:

1. Standards of Care

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

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

- a. Contractor will develop and implement the activities and achieve the objectives described in the approved San Mateo county Alcohol and Other Drug (AOD) Standards of Care (SOC) implementation work plan.
 - b. In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Handbook, including additions and revision, which is incorporated by reference herein.
 - c. Contractor will report quarterly on SOC implementation progress to the assigned AOD Analyst.
- #### **2. Continuous Quality Improvement**
- To enhance the quality and efficiency of services, Contractor will have an established Continuous Quality Improvement (CQI) program. CQI program must include a QI committee made up of staff from all levels that guide the development

and implementation of the QI Plan. Contractor has established a mechanism whereby contractors will identify processes and practices at the organizational level which create inefficiencies and/or present barriers to client engagement, enrollment and retention in treatment.

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

3. Co-occurring Disorders

Contractor will work to improve treatment outcomes for complex clients by providing the following:

- a. Contractor will participate as a Change Agent and will delegate participation in monthly activities to effect the changes necessary to maintain and enhance Co-occurring Disorders (COD) capability.
- b. Contractor shall establish a COD work plan that continues to assess and address the needs of complex clients. This COD work plan may be a part of the Contractor's Quality Improvement program, Standards of Care Work 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 Mental Health Services Act (MHSA) funding to treat clients with COD shall comply with additional reporting requirements as outlined in the online AOD Policy and Procedure Handbook.

4. AVATAR Electronic Health Record

BHRS is transitioning to an electronic health record. Contractor will work collaboratively with BHRS in the design and implementation of the new system by:

- a. Contractor will participate in the development, training, implementation and utilization of the required AVATAR system.
- b. Contractor will maintain compliance with all documentation, reporting, billing and all other data requirements as required in the Alcohol and Other Drug (AOD) Policy and Procedure Handbook, including additions and revision, which is incorporated by reference herein.
- c. Contractor will continue to use the DAISY data system for all reporting requirements until further notice is given by the AOD administrator.

B. 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. Medicaid Coverage Expansion (MCE)

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

2. Other Revenue Enhancement

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

C. MCE PROGRAM REQUIREMENTS

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

D. CALWORKS PROGRAM REQUIREMENTS

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

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

1. Employment status

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

D. CULTURAL COMPETENCY

1. Contractor is strongly encouraged to participate in any cultural competence efforts within BHRS and/or to send a representative to attend the Cultural Competence Council. For more information about the Cultural Competence Council, contact The Office of Diversity at 650-321-5352.
2. Contractor is strongly encouraged to ensure that all program staff receives at least one full day of training per year on some aspect of providing culturally and linguistically appropriate services. One full day of training is equivalent to at least 6 hours of training. Contractor shall submit to County annually a list of scheduled training(s) that include attending participants.
3. 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.
4. 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.

E. INELIGIBLE EMPLOYEES

1. Licensed Professional
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. All Employees
Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services (CDHS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving

fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking:

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

F. ADMINISTERING SATISFACTION SURVEYS

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

G. RETENTION OF RECORDS

Contractor shall have a written policy in all programs regarding the maintenance and disposal of client records. All records shall be stored in an appropriate confidential manner for not less than seven years from the date they are officially closed. Paragraph 13 under the agreement not withstanding.

**EXHIBIT B
FY 2011-2012
THE LATINO COMMISSION**

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

I. ALCOHOL AND DRUG TREATMENT AND RECOVERY SERVICES

A. FIXED RATE PAYMENTS

In full consideration of the funded alcohol and drug treatment and recovery services provided to clients who lack the necessary resources to pay for all, or part of these services themselves, the County will pay Contractor the total contract amount in twelve (12) monthly payments in a manner as outlined in the chart below. Upon timely submission of reports as outlined in the Alcohol and Other Drug Services (AOD) Policy and Procedure Handbook, the County will pay Contractor's monthly payment within (thirty) 30 days.

July 1, 2011- June 30, 2012

Services	Funding Amount	Monthly Funding Amount	Rate	Units Of Service per FY	# clients to be served	Slots
NRC Residential – mens	\$96,115	\$8,010	\$87.58	1,097		
NRC IOP – mens/womens	\$86,400	\$7,200	\$120.00	720		
NRC OP – mens/womens	\$7,680	\$640	\$40.00	192		
NRC Residential - womens	\$96,115	\$8,010	\$87.58	1,097		
County Residential	\$22,278	\$1,856	\$81.39	274		
MCE County Match	\$109,138	\$9,095				
CalWORKS	\$21,139	\$1,762	\$40 SAH			
			\$120 VD			
			\$88.73 BD			
County CJ Residential	\$26,708	\$2,226	\$88.73	301		
County CJ – Families w/Young Children	\$69,340	\$5,778	\$88.73	781		
TOTAL	\$534,913	\$44,577				

The maximum fixed rate amount County shall be obligated to pay for services rendered under this Agreement shall not exceed \$534,913. Contractor shall be paid in twelve monthly payments of FORTY FOUR THOUSAND FIVE HUNDRED SEVENTY SEVEN DOLLARS (\$44,577).

B. MCE MATCH AND FFP

1. MCE Rates

MCE service reimbursement requires unmatched local or state funding to match federal funds. This funding has been identified as "MCE County Match" within this Agreement. Federal reimbursement is based on current published Federal

Financial Participation (FFP) rates. Rates shall be established subsequent to the agreement and shall be communicated to Contractor through an administrative memorandum that will be an attachment to the agreement.

2. MCE Maximum

MCE services described in Exhibit A, Section I.B.3 shall be funded by County match (50%) and by the Federal Financial Participation (50%). The 50% County match is included in the fixed rate payments. The FFP maximum shall not exceed ONE HUNDRED NINE THOUSAND ONE HUNDRED THIRTY EIGHT DOLLARS (\$109,138) for the period July 1, 2011 through June 30, 2012. The FFP shall be paid on a fee-for-service format based upon monthly invoices provided by the Contractor. FFP payments shall be 50% of the rates for MCE services. The maximum payment for MCE services, including both the County match and the FFP, shall not exceed \$218,276.

3. MCE Reporting and Reconciliation

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

1. Total units of service
2. Services delivered

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

Reports and invoices shall be sent to:
AOD Program Analyst
400 Harbor Blvd. Bldg E
Belmont, CA 94002

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

If the final reconciliation shows that services were provided to MCE eligible clients for which MCE payment was not made, County shall pay Contractor for services delivered at the MCE rate included herein. In any case, the maximum payment shall not exceed the Agreement maximum as established in Paragraph I.A. of this Exhibit B.

4. Billing

MCE services will be billed and reimbursed in accordance with the AOD Policy and Procedure Handbook and the BHRS Documentation Handbook. County funded MCE match is paid on a fixed rate basis and will be reconciled to the actual service billed on a quarterly basis. Federal Financial Participation (FFP) reimbursement rates are based on the established MCE rates. County funding is required to meet local FFP match requirements. In the event that Contractor fails to meet contractual obligations in MCE service delivery and billing, BHRS may suspend or withhold payment. In the event that Contractor exceeds billing target, an amendment will be required, at the County option to identify funds for

County match requirement and to increase FFP revenues. Service specific reimbursement rates for FY11/12 are pending approval of San Mateo County's Low Income Health Program application and, upon approval, shall be communicated to Contractor through an administrative memorandum that will serve as an amendment to the agreement.

5. MCE Disallowances

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

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

C. VARIABLE RATE /FEE FOR SERVICE

In full consideration of the fee for service funded alcohol and drug treatment services provided to individuals who lack the necessary resources to pay for all, or part of these services themselves and are referred by the County, the County shall pay for such services rendered under this Agreement. Payment shall not exceed the aggregate amounts stated in Section 3. Payments – Maximum Amount, in the main body of this Agreement.

July 1, 2011- June 30, 2012

Funding Source	Service	Unit Rate
CDCI , DCP, and Cal-EMA Grant Funded Services	Individual / Group Session	\$50.00 Per Staff Hour
	Day Treatment	\$120.00 Per Day
	Residential	\$90.00 Per Bed Day
	Residential – Perinatal with Child	\$192.61 Per Bed Day
	Aftercare Treatment	\$40.00 Per Staff Hour
	Sober Living Environment	\$22.00 Per Bed Day
	Drug Test	\$30.00 Per Screen
Ryan White Funded Services	Outpatient	\$50.00 Per Staff Hour
	Day Treatment	\$120.00 Per Day
	Residential	\$90.00 Per Bed Day
Achieve180	Outpatient	\$50.00 Per Staff Hour
	Day Treatment	\$120.00 Per Day

1. CDCI , DCP, and Cal-EMA Grant Funded Services
Services shall be as follows:
 - a. Outpatient Treatment Services

- i. One (1) hour individual and/or group counseling session provided for CDCI/DCP/Cal-EMA funded outpatient alcohol and drug treatment and recovery services.
 - ii. Day Treatment Services per individual for each visit day provided for CDCI/DCP/Cal-EMA funded alcohol and drug day treatment and recovery services.
 - iii. Aftercare Treatment Services per individual for each one (1) hour group counseling session provided for CDCI/DCP/Cal-EMA funded aftercare alcohol and drug treatment and recovery services.
 - b. Drug Testing

The rate will not exceed the actual cost of the drug screen, plus an administrative fee as specified in the Contractor's approved Drug Testing Plan.
- 2. Ryan White CARE Act Funded Services
 - a. Outpatient Treatment Services

One (1) hour group for each individual and or/group counseling session provided by Ryan White CARE Act funded outpatient alcohol and drug treatment and recovery services.
 - b. Day Treatment Services

Day Treatment services provided for Ryan White CARE Act.
 - c. Residential Treatment Services

Bed day provided for Ryan White CARE Act funded outpatient alcohol and drug treatment and recovery services, including food, shelter and other basic needs.
- 2. Achieve 180 Re-Entry Services

Services shall be as follows:

 - a. Outpatient Treatment
 - i. One and one half (1½) hour group counseling session per individual provided within the approved treatment period for Achieve 180 Re-Entry funded outpatient alcohol and drug treatment and recovery services.
 - ii. One half (1/2) hour individual counseling session per individual provided within the approved treatment period for Achieve 180 Re-Entry funded outpatient alcohol and drug treatment and recovery services.
 - b. Day Treatment

Day treatment services per individual for each visit day provided within the approved treatment period for Achieve 180 Re-Entry funded alcohol and drug day treatment and recovery services.

D. VARIABLE RATE /FEE FOR SERVICE WITH ALLOCATION

- 1. Bay Area Services Network (BASN)

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein. In full consideration of the BASN services provided by Contractor, County shall pay Contractor a maximum amount

of FORTY SEVEN THOUSAND ONE HUNDRED TWENTY FOUR (\$47,124) DOLLARS; \$31,025 for Residential Treatment Services, \$8,739 for Outpatient Treatment Services and \$7,360 for Single Living Environment Services.

September July 1, 2011- June 30, 2012*

Funding Source	Service	Unit Rate
BASN Funded Services	Outpatient	\$47.90 Per Staff Hour
	Residential	\$85.00 Per Bed Day
	SLE	\$22.00 Per Bed Day

*Term date effective pending ADP approval.

E. REQUIRED FISCAL DOCUMENTATION

- 1 Contractor's annual budget, and line item narrative justification covering all contracted services under this Agreement is subject to review and approval by the San Mateo County Alcohol and Other Drug Services program liaison for each fiscal year.
2. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Policy and Procedure Handbook.

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. EARLY TERMINATION

In the event this Agreement is terminated prior to June 30, 2012, 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.

H. 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.

I. CLAIMS/INVOICE CERTIFICATION AND PROGRAM INTEGRITY

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
2. Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

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

Executed at _____ California, on _____, 20__

Signed _____ Title _____

Agency _____”

**CONTRACTOR'S DECLARATION FORM
COUNTY OF SAN MATEO
THE LATINO COMMISSION
July 1, 2011 through June 30, 2012**

I. CONTRACTOR INFORMATION

Contractor Name:	The Latino Commission	Phone:	(650) 244-1444
Contact Person:	Deborah Camarillo, Executive Director	Fax:	(650) 244-1447
Address:	301 Grand Ave, Suite 301 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.

Signature Name

Date Title

ATTACHMENT E

FINGERPRINTING CERTIFICATION

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

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

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

The Latino Commission
Name of Contractor

Signature of Authorized Official

Deborah Camarillo
Name (please print)

Executive Director
Title (please print)

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.

The Latino Commission
Name of 504 Person - Type or Print

The Latino Commission
Name of Contractor(s) - Type or Print

301 Grand Ave. Suite 301
Street Address or P.O. Box

South San Francisco, CA 94080
City, State, Zip Code

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

Signature

Title of Authorized Official

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:	The Latino Commission	Phone:	(650)244-1444
Contact Person:	Deborah Camarillo, Executive Director	Fax:	(650)244-1447
Address:	301 Grand Avenue Suite 301 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.

Signature

Name

Date

Title

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
PROJECT NINETY, INC.**

THIS AGREEMENT, entered into this _____ day of _____ ,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called
"County," and PROJECT NINETY, INC., hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing professional alcohol and other drug treatment, prevention and recovery services in accordance with state and federal laws, regulations, and funding mandates.

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment E—Fingerprinting Compliance Form

Attachment I—Assurance of Compliance with Section 504

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit “B,” Contractor shall perform the services as set forth in this Agreement, in the Alcohol and Other Drug Services Policy and Procedure Handbook and in the Exhibits and Attachments to the Agreement.

3. Payments

A. Maximum Amount

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein, ion Exhibit A, and in the Alcohol and Other Drug Services Policy and Procedure Handbook, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B and attachments herein for the contract term. The County reserves the right to with hold payment if the County

determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed TWO MILLION FOUR HUNDRED TEN THOUSAND TWO HUNDRED SIXTY THREE DOLLARS (\$2,410,263).

The total fiscal obligation under this Agreement shall include (a) a fixed amount, and (b) a variable amount, which shall be a portion of an aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement.

The County's total fiscal obligation for the fixed amount shall not exceed ONE MILLION TWO HUNDRED FIFTY SIX THOUSAND FIVE HUNDRED EIGHTY FIVE DOLLARS (\$1,256,585).

The County's total fiscal obligation for the fee-for-service amount shall not exceed THREE HUNDRED FIFTY-ONE THOUSAND FIVE HUNDRED DOLLARS (\$351,500).

The fee-for-service amount described in this Agreement shall include and shall be limited to the following amounts:

- 1) ONE HUNDRED EIGHTY-TWO THOUSAND FIVE HUNDRED DOLLARS (\$182,500) for MCE FFP funded alcohol and drug treatment services as described in Exhibit A.
- 2) ONE HUNDRED SIXTY NINE THOUSAND DOLLARS (\$169,000) BASN Residential funded alcohol and drug treatment services as described in Exhibit A.

The County's total fiscal obligation for the aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement shall not exceed EIGHT HUNDRED TWO THOUSAND ONE HUNDRED SEVENTY EIGHT DOLLARS (\$802,178).

The Contractor acknowledges that the County has agreed to pay a "variable amount" to all contractors who provide fee for service alcohol and drug treatment and drug testing services authorized individually or collectively by a County Resolution, which shall be the Contractor's share of an aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement.

Therefore, the funds available to pay each individual contractor are dependent upon the amount or volume of services provided by the other contractors, as authorized by County.

The aggregate amount to be allocated between all contractors who provide the same or similar services as those described in this Agreement shall include and shall be limited to the following amounts:

- a. TWO HUNDRED-THIRTY THREE THOUSAND NINE HUNDRED SIX DOLLARS (\$233,906) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services as described in Exhibit A.
- b. SEVENTY THOUSAND SEVEN HUNDRED SIXTY TWO DOLLARS (\$70,762) for Drug Court Partnership funded alcohol and drug treatment services as described in Exhibit A.
- c. FOUR HUNDRED FOURTEEN THOUSAND FOUR HUNDRED FORTY (\$414,440) for Cal EMA funded alcohol and drug treatment services as described in Exhibit A.
- d. EIGHTY THREE THOUSAND SEVENTY DOLLARS (\$83,070) for Ryan White funded alcohol and drug treatment services as described in Exhibit A.

B. Rates, Amounts, and Terms of Payments

The amounts, rates and terms of payment shall be specified in the Exhibits, the Alcohol and Other Drug Services Policy and Procedure Handbook and Attachments to this Agreement. Any rate increase is subject to the approval of the Chief of the Health System or the Chief's designee, and shall not be binding on County unless so approved in writing.

In no event shall the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Chief of the Health System or the Chief's designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, the Chief, or designee shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

C. Time Limit for Submitting Invoices

Contractor shall submit an invoice for services to County in accordance with the provisions of the Exhibits and Attachments herein. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier. To ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided no later than the tenth (10th) day of each month.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2011 through June 30, 2012.

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

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

5. Availability of Funds

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

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

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

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

8. Assignability and Subcontracting

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

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

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

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

Such insurance shall include:

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

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

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

10. Compliance with laws; payment of Permits/Licenses

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

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

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

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which

- prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

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

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

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

14. Merger Clause

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

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

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

In the case of County, to:
County of San Mateo Director, Alcohol & Other Drug Services
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:
Project Ninety, Inc.
Marc A. Sabin, Chief Executive Officer
720 South B. Street
San Mateo, CA 94401

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

PROJECT NINETY, INC.

By: _____

Contractor's Signature

Date: _____

Long Form Agreement/Non Business Associate v 8/19/08

**PROJECT NINETY
FY 2011-2012
EXHIBIT "A"**

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following alcohol and drug treatment services at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Exhibit A.

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Fixed Rate Services

A description of the following services is outlined in the AOD Policy and Procedure Handbook located at: <http://www.aodsystems.com/SMC/Index.htm>.

1. Residential Treatment
2. Mental Health Services Act Co-Occurring
3. Achieve 180 Re-Entry Services
 - a. Residential Services

B. Fee For Service

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure 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 Policy and Procedure Handbook.

1. Comprehensive Drug Court Implementations (CDCI) Grant, Drug Court Partnership (DCP) Grant, and Cal-EMA Grant funded Services
 - a. Residential Treatment Services
 - b. Aftercare Treatment Services
 - c. Sober Living Environment services
 - d. Drug Testing
 - e. Outpatient Treatment Services
2. Ryan White CARE Act funded Services
 - a. Outpatient Treatment Services
 - b. Residential Treatment Services
3. Medicaid Coverage Expansion (MCE) Health Coverage
Effective July 1, 2011, Behavioral Health & Recovery Services (BHRS) will, at its discretion, reimburse Contractor for services provided to Medicaid Coverage Expansion (MCE) beneficiaries. MCE is a fee-for-service health coverage that has the potential to expand fee-for-service billing and revenue. Substance use treatment modalities provided under the MCE program include:
 - a. Outpatient Services
 - b. Residential Treatment Services
 - c. Recovery Management/Continuing Care Services

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

4. Fee For Service With Allocation

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein. Reimbursement will be approved only for clients who referred through the formal referral process outlined in the AOD Policy and Procedure Manual.

a. Bay Area Service Network (BASN)

BASN Residential Alcohol and Drug Treatment Units of Service:

Contractor will provide a total of two thousand and twelve (2012) days of BASN Residential alcohol and drug treatment to a minimum of twenty-two (22) adult male BASN program participants per year during the term of the Agreement.

C. DESCRIPTION OF UNIQUE PROGRAM SERVICES

1. Project Ninety Outpatient Program

The Project Ninety Outpatient Program is a 90-day program for adults. Under this agreement, Contractor shall serve only San Mateo County resident adult males. Clients receive individual and group counseling. Counseling sessions cover a range of topics that include, but are not limited to: addiction, recovery, relapse prevention, self-sufficiency and job seeking, family support, and resolving legal issues. Clients also receive case management services, referrals to ancillary services, and assistance with developing Personal Recovery Plans and Exit Plans.

2. Project Ninety Residential Program

The Project Ninety Residential Program is a 90-day program for adults. Under this agreement, Contractor shall serve only San Mateo County resident adult males. The Residential Program has four phases. Clients spend the first phase at Simmons house for orientation. Phase Two is completed at one of the Centers, and phases three and four are completed at a satellite house near the Center. The length of stay may be increased based upon the client's individual treatment needs. Clients are screened for mental health needs and are referred for additional assessment and services by mental health professionals as needed. The program consists of the following:

- a. Group counseling sessions 3 days per week
- b. Individual counseling sessions at least once every other week
- c. Educational groups 3 days per week
- d. 12-Step meetings 6 days per week
- e. Weekly Family Group sessions
- f. Thursday Night Community Group and Graduation Dinner
- g. Weekly Image Breakers group
- h. Weekly Reality Check group

Clients also complete a Personal Recovery Plan and Exit Plan that is reviewed with the client's counselor and may be shared with peers. Clients are also referred to ancillary services as needed, including housing and vocational agencies.

3. Project Ninety Co-Occurring Disorders Residential Program

The Project Ninety Co-Occurring Disorders Residential Program is a 90-day program for adult with co-occurring substance abuse and mental health disorders. Under this Agreement, Contractor shall serve only San Mateo County resident adult males. The Co-Occurring Disorders Residential Program mirrors the Residential Program. In addition, clients in this program receive additional services through the ACCESS team to San Mateo County Mental Health. Clients reside at Spruce House, which has a staff-to-client ratio of 1:5. The group counseling sessions are one hour long, as opposed to the traditional 1.5 hours, and are modified according to the client's level of functioning. In addition to the treatment services outlined in the Residential Program, clients in the Co-Occurring Disorders Residential Program attend group sessions specific to co-occurring disorders, including:

- a. Stigma Breaking
- b. Life Management
- c. Co-occurring disorders group facilitated by a facilitated psychiatrist specializing in addiction, and
- d. individual counseling with a licensed therapist, according to the client's individual need.
Stigma Breaking
Life Management

II. PRIORITY POPULATIONS

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

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

III. ADMINISTRATIVE REQUIREMENTS

Contractor will maintain compliance with requirements of the AOD Policy and Procedure Handbook including additions and revisions, by reference herein. The Handbook is located at <http://www.aodsystems.com/SMC/Index.htm>.

- A. 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. Thus, Contractor will implement the following:

1 Standards of Care

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

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

- a. Contractor will develop and implement the activities and achieve the objectives described in the approved San Mateo county Alcohol and Other Drug (AOD) Standards of Care (SOC) implementation work plan.
- b. In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Handbook, including additions and revision, which is incorporated by reference herein.
- c. Contractor will report quarterly on SOC implementation progress to the assigned AOD Analyst.

2 Continuous Quality Improvement

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

- a. Contractor will develop and implement a Quality Improvement plan with an emphasis on continuous quality improvement.
- b. Contractor will solicit feedback from service recipients on an annual basis, at minimum. Client feedback process may include but is not limited to: focus groups and client satisfaction surveys.
- c. Contractor will implement a process to share client feedback with the Quality Improvement committee. Consideration of client feedback will be incorporated into future QI plans.
- d. Contractor shall report quarterly to the assigned AOD Analyst on QI plan implementation, progress and client feedback results.

3 Co-occurring Disorders

Contractor will work to improve treatment outcomes for complex clients by providing the following:

- a. Contractor will participate as a Change Agent and will delegate participation in monthly activities to effect the changes necessary to maintain and enhance Co-occurring Disorders (COD) capability.
- b. Contractor shall establish a COD work plan that continues to assess and address the needs of complex clients. This COD work plan may be a part of the Contractor's Quality Improvement program, Standards of Care Work 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 Mental Health Services Act (MHSA) funding to treat clients with COD shall comply with additional reporting requirements as outlined in the online AOD Policy and Procedure Handbook.

4 AVATAR Electronic Health Record

BHRS is transitioning to an electronic health record. Contractor will work collaboratively with BHRS in the design and implementation of the new system by:

- a. Contractor will participate in the development, training, implementation and utilization of the required AVATAR system.
- b. Contractor will maintain compliance with all documentation, reporting, billing and all other data requirements as required in the Alcohol and Other Drug (AOD) Policy and Procedure Handbook, including additions and revision, which is incorporated by reference herein.
- c. Contractor will continue to use the DAISY data system for all reporting requirements until further notice is given by the AOD administrator.

B. 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 Medicaid Coverage Expansion (MCE)

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

2 Other Revenue Enhancement

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

C. MCE PROGRAM REQUIREMENTS

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

D. CULTURAL COMPETENCY

- 1 Contractor is strongly encouraged to participate in any cultural competence efforts within BHRS and/or to send a representative to attend the Cultural Competence Council. For more information about the Cultural Competence Council, contact The Office of Diversity at 650-321-5352.
- 2 Contractor is strongly encouraged to ensure that all program staff receives at least one full day of training per year on some aspect of providing culturally and linguistically appropriate services. One full day of training is equivalent to at least 6 hours of training. Contractor shall submit to County annually a list of scheduled training(s) that include attending participants.
- 3 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.
- 4 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.

E. INELIGIBLE EMPLOYEES

- 1 Licensed Professional

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. All Employees

Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services (CDHS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: http://files.medi-cal.ca.gov/pubsdoco/publications/bulletins/part1/part1bull_1.asp

F. ADMINISTERING SATISFACTION SURVEYS

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

G. RETENTION OF RECORDS

Contractor shall have a written policy in all programs regarding the maintenance and disposal of client records. Notwithstanding paragraph 13 of the Agreement, all records shall be stored in an appropriate confidential manner for not less than seven years from the date they are officially closed.

**EXHIBIT B
FY 2011-2012
PROJECT NINETY**

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

I. ALCOHOL AND DRUG TREATMENT AND RECOVERY SERVICES

A. FIXED RATE PAYMENTS

In full consideration of the funded alcohol and drug treatment and recovery services provided to clients who lack the necessary resources to pay for all, or part of these services themselves, the County will pay Contractor the total contract amount in twelve (12) monthly payments in a manner as outlined in the chart below. Upon timely submission of reports as outlined in the Alcohol and Other Drug Services (AOD) Policy and Procedure Handbook, the County will pay Contractor's monthly payment within (thirty) 30 days.

July 1, 2011- June 30, 2012

Services	Funding Amount	Monthly Funding Amount	Rate	Units Of Service per FY	# clients to be served	Slots
NRC Residential Treatment	\$597,573	\$49,798	\$80	7470	82	20
County Residential	\$114,151	\$9,513	\$80	1427	16	4
County Adult – Co-Occurring Residential	\$152,910	\$12,743	\$115	1330	15	4
MHSA Co-occurring Disorders	\$63,636	\$5,303	\$115	553	6	2
MCE County match	\$182,500	\$15,208				
A-180 Re-Entry July 1, 2011 – September 30, 2011	\$34,215	\$11,405	\$80.00	428	5	5
A-180 Re-Entry October 1, 2011- June 30, 2012	\$111,600	\$12,400	\$80.00	1395	15	5
TOTAL	\$1,256,585	\$104,715				

The maximum fixed rate amount County shall be obligated to pay for services rendered under this Agreement shall not exceed \$1,256,585. Contractor shall be paid in twelve monthly payments of ONE HUNDRED THREE THOUSAND NINE HUNDRED SEVENTY DOLLARS (\$103,970) from July 2011 to September 2011 and ONE HUNDRED FOUR THOUSAND SIX HUNDRED EIGHTY FIVE DOLLARS (\$104,685) from October 2011 to June 2012.

B. MCE MATCH AND FFP

1. MCE Rates

MCE service reimbursement requires unmatched local or state funding to match federal funds. This funding has been identified as "MCE County Match" within this Agreement. Federal reimbursement is based on current published Federal

Financial Participation (FFP) rates. Rates shall be established subsequent to the agreement and shall be communicated to Contractor through an administrative memorandum that will be an attachment to the agreement.

2. MCE Maximum

MCE services described in Exhibit A, Section I.B.3 shall be funded by County match (50%) and by the Federal Financial Participation (50%). The 50% County match is included in the fixed rate payments. The FFP maximum shall not exceed ONE HUNDRED EIGHTY TWO THOUSAND FIVE HUNDRED DOLLARS (\$182,500) for the period July 1, 2011 through June 30, 2012. The FFP shall be paid on a fee-for-service format based upon monthly invoices provided by the Contractor. FFP payments shall be 50% of the rates for MCE services. The maximum payment for MCE services, including both the County match and the FFP, shall not exceed \$365,000.

3. MCE Reporting and Reconciliation

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

1. Total units of service
2. Services delivered

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

Reports and invoices shall be sent to:
AOD Program Analyst
400 Harbor Blvd. Bldg. E
Belmont, Ca 94002

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

If the final reconciliation shows that services were provided to MCE eligible clients for which MCE payment was not made, County shall pay Contractor for services delivered at the MCE rate included herein. In any case, the maximum payment shall not exceed the Agreement maximum as established in Paragraph I.A. of this Exhibit B.

4. Billing

MCE services will be billed and reimbursed in accordance with the AOD Policy and Procedure Handbook and the BHRS Documentation Handbook. County funded MCE match is paid on a fixed rate basis and will be reconciled to the actual service billed on a quarterly basis. Federal Financial Participation (FFP) reimbursement rates are based on the established MCE rates. County funding is required to meet local FFP match requirements. In the event that Contractor fails to meet contractual obligations in MCE service delivery and billing, BHRS may suspend or withhold payment. In the event that Contractor exceeds billing target, an amendment will be required, at the County option to identify funds for

County match requirement and to increase FFP revenues. Service specific reimbursement rates for FY11/12 are pending approval of San Mateo County's Low Income Health Program application and, upon approval, shall be communicated to Contractor through an administrative memorandum that will serve as an amendment to the agreement.

5. MCE Disallowances

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

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

C. VARIABLE RATE /FEE FOR SERVICE

In full consideration of the fee for service funded alcohol and drug treatment services provided to individuals who lack the necessary resources to pay for all, or part of these services themselves and are referred by the County, the County shall pay for such services rendered under this Agreement. Payment shall not exceed the aggregate amounts stated in Section 3. Payments – Maximum Amount, in the main body of this Agreement.

July 1, 2011- June 30, 2012

Funding Source	Service	Unit Rate
CDCI , DCP, and Cal-EMA Grant Funded Services*	Individual / Group Session	\$50.00 Per Staff Hour
	Residential	\$90.00 Per Bed Day
	Aftercare Treatment	\$40.00 Per Staff Hour
	Sober Living Environment	\$11.00 Per Bed Day
	Drug Test	\$30.00 Per Screen
Ryan White Funded Services*	Residential	\$90.00 Per Bed Day
	Outpatient Treatment	\$50.00 Per Staff Hour

1. CDCI , DCP, and Cal-EMA Grant Funded Services

Services shall be as follows:

a. Outpatient Treatment Services

- i. One (1) hour individual and/or group counseling session provided for CDCI/DCP/Cal-EMA funded outpatient alcohol and drug treatment and recovery services.
- ii. Residential Services
- iii. Aftercare Treatment Services per individual for each one (1) hour group counseling session provided for CDCI/DCP/Cal-EMA funded aftercare alcohol and drug treatment and recovery services.

b. Residential Treatment

Bed days provided for Drug Court referred individuals for ninety (90) days

alcohol and drug treatment and recovery services, including food, shelter and other basic needs. Provision of services beyond ninety (90) days requires prior written authorization from AOD.

c. SLE Services
SLE residents must be admitted to and participate in an ADP certified Non-Residential Treatment or Day Treatment program (off grounds group and/or individual counseling). Provision of services beyond thirty (30) days requires prior written authorization from AOD.

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

2. Ryan White CARE Act Funded Services

a. Outpatient Treatment Services
One (1) hour group for each individual and or/group counseling session provided by Ryan White CARE Act funded outpatient alcohol and drug treatment and recovery services.

b. Residential Treatment Services
Bed day provided for Ryan White client in alcohol and drug treatment and recovery services, including food, shelter and other basic needs.

D. VARIABLE RATE /FEE FOR SERVICE WITH ALLOCATION

Bay Area Services Network (BASN)

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein. In full consideration of the BASN services provided by Contractor, County shall pay Contractor ONE HUNDRED SIXTY NINE THOUSAND DOLLARS (\$169,000) for Residential Treatment Services.

September 1, 2011- June 30, 2012*

Funding Source	Service	Unit Rate
BASN Funded Services	Residential	\$84.00 Per Bed Day

*Term date effective pending ADP approval.

E. REQUIRED FISCAL DOCUMENTATION

1 Contractor's annual budget, and line item narrative justification covering all contracted services under this Agreement is subject to review and approval by the San Mateo County Alcohol and Other Drug Services program liaison for each fiscal year.

2. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Policy and Procedure Handbook.

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. EARLY TERMINATION

In the event this Agreement is terminated prior to June 30, 2012, 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.

H. 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.

I. CLAIMS/INVOICE CERTIFICATION AND PROGRAM INTEGRITY

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
2. Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

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

Executed at _____ California, on _____, 20__

Signed _____ Title _____

Agency _____”

ATTACHMENT E

FINGERPRINTING CERTIFICATION

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

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

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

Project Ninety, Inc.
Name of Contractor

Signature of Authorized Official

Marc A. Sabin
Name (please print)

Chief Executive Officer
Title (please print)

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.

Project Ninety, Inc.
Name of 504 Person - Type or Print

Project Ninety, Inc.
Name of Contractor(s) - Type or Print

720 South B Street
Street Address or P.O. Box

San Mateo, CA 94401
City, State, Zip Code

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

Signature

Title of Authorized Official

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:	Project Ninety, Inc.	Phone:	
Contact Person:	Marc A. Sabin, Chief Executive Officer	Fax:	
Address:	720 South B Street San Mateo, CA 94401		

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.

Signature

Name

Date

Title

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
PYRAMID ALTERNATIVES, INC.**

THIS AGREEMENT, entered into this _____ day of _____ ,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called
"County," and PYRAMID ALTERNATIVES, INC. , hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing professional alcohol and other drug treatment, prevention and recovery services in accordance with state and federal laws, regulations, and funding mandates.

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A-1 & A-2—Services
- Exhibit B-1 & B-2—Payments and Rates
- Attachment E—Fingerprinting Compliance Form
- Attachment I—Assurance of Compliance with Section 504

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform the services as set forth in this Agreement, in the Alcohol and Other Drug Services Policy and Procedure Handbook and in the Exhibits and Attachments to the Agreement.

3. Payments

A. Maximum Amount

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein, on Exhibit A1 and A 2, and in the Alcohol and Other Drug Services Policy and Procedure Handbook, County shall make payment to Contractor based on the rates

and in the manner specified in Exhibit B-1 and B-2 and attachments herein for the contract term. 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 ONE MILLION FOUR HUNDRED SEVENTY FOUR THOUSAND ONE HUNDRED EIGHT DOLLARS (\$1,474,108).

The total fiscal obligation under this Agreement shall include (a) a fixed amount, and (b) a variable amount, which shall be a portion of an aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement.

The County's total fiscal obligation for the fixed amount shall not exceed FIVE HUNDRED FOURTEEN THOUSAND FOUR HUNDRED THIRTY ONE DOLLARS (\$514,430). ONE HUNDRED AND FIFTY THOUSAND for Mental Health AND FIVE HUNDRED FORTY FOUR THOUSAND FOUR HUNDRED THIRTY DOLLARS for Alcohol and Drug Prevention and Treatment Services

The County's total fiscal obligation for the aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement shall not exceed EIGHT HUNDRED NINE THOUSAND SIX HUNDRED SEVENTY EIGHT DOLLARS (\$809,678).

The Contractor acknowledges that the County has agreed to pay a "variable amount" to all contractors who provide fee for service alcohol and drug treatment and drug testing services authorized individually or collectively by a County Resolution, which shall be the Contractor's share of an aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement.

Therefore, the funds available to pay each individual contractor are dependent upon the amount or volume of services provided by the other contractors, as authorized by County.

The aggregate amount to be allocated between all contractors who provide the same or similar services as those described in this Agreement shall include and shall be limited to the following amounts:

- a. TWO HUNDRED-THIRTY THREE THOUSAND NINE HUNDRED SIX DOLLARS (\$233,906) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services as described in Exhibit A.
- b. SEVENTY THOUSAND SEVEN HUNDRED SIXTY TWO DOLLARS (\$70,762) for Drug Court Partnership funded alcohol and drug treatment services as described in Exhibit A.

- c. FOUR HUNDRED FOURTEEN THOUSAND FOUR HUNDRED FORTY (\$414,440) for Cal EMA funded alcohol and drug treatment services as described in Exhibit A.
- d. EIGHTY THREE THOUSAND SEVENTY DOLLARS (\$83,070) for Ryan White funded alcohol and drug treatment services as described in Exhibit A.
- e. SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500) for Achieve 180 Re-Entry Services funded alcohol and drug treatment services as described in Exhibit A.

B. Rates, Amounts, and Terms of Payments

The amounts, rates and terms of payment shall be specified in the Exhibits, the Alcohol and Other Drug Services Policy and Procedure Handbook and Attachments to this Agreement. Any rate increase is subject to the approval of the Chief of the Health System or the Chief's designee, and shall not be binding on County unless so approved in writing.

In no event shall the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Chief of the Health System or the Chief's designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, the Chief, or designee shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

C. Time Limit for Submitting Invoices

Contractor shall submit an invoice for services to County in accordance with the provisions of the Exhibits and Attachments herein. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier. To ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided no later than the tenth (10th) day of each month.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2011 through June 30, 2012.

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

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

5. Availability of Funds

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

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

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

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

8. Assignability and Subcontracting

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

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

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

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

Such insurance shall include:

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

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

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

10. Compliance with laws; payment of Permits/Licenses

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

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

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

11. Non-Discrimination and Other Requirements

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

- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

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

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

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

14. Merger Clause

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

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

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

In the case of County, to:
County of San Mateo Director, Alcohol & Other Drug Services
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:
Pyramid Alternatives, Inc.
Paul Chang, Executive Director
480 Manor Plaza
Pacifica, CA 94044

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

PYRAMID ALTERNATIVES, INC.

By: _____

Contractor's Signature

Date: _____

Long Form Agreement/Non Business Associate v 8/19/08

PYRAMID ALTERNATIVES, INC
BHRS – MENTAL HEALTH
FY 2011-2012
EXHIBIT “A-1”

In consideration of the payments set forth in Exhibit “B”, Contractor shall provide the following services. All payments under this Agreement must directly support services specified in this Agreement.

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

In full consideration of the payments herein provided for, Contractor shall provide Mental Health Services authorized by the San Mateo County Division of Mental Health, and as meet medical necessity. These services shall be provided in manner prescribed by the laws of California and in accord with the applicable laws, titles, rules, and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program. All payments under this Agreement must directly support services specified in this Agreement. The San Mateo County Mental Services Documentation Manual (“County Documentation Manual”) is included herein by reference. To the extent that there is inconsistency between a provision in the County Documentation Manual and this Agreement, the provisions in the County Documentation Manual shall prevail.

A. Mental Health Services (authorized by the MHP)

1. General Description of Services

Contractor shall provide services for clients under the MHP. These services shall be provided to Medi-Cal eligible beneficiaries, clients who are covered by the Healthy Families and Healthy Kids Programs, client caregivers who are covered by HealthWork, clients who are covered by the Health Plan of San Mateo CareAdvantage program for Medicare, and clients known to be indigent, for whom the MHP has assumed responsibility.

- a. All clients shall be authorized for service by the Mental Health Services Division’s ACCESS Team. Separate authorizations shall be required for assessment and ongoing treatment services.
- b. These services shall be provided in a manner prescribed by the laws of California and in accord with all other applicable laws, titles, rules, and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program. All payments under this agreement must directly support services specified in this Contract.
- c. Services must be pre-authorized by the MHP.

- d. After a clinical assessment is completed, Contractor shall notify the ACCESS Team within five (5) working days of completion of assessment with result of the assessment. If the results include a recommendation that Contractor provide further treatment, additional authorization must be obtained.
- e. All services shall be provided by licensed, waived or registered mental health staff.
- f. Services shall include the following:
 - 1) Initial Assessment Services
This includes clinical analysis of the history and current status of the client/enrollee's mental, emotional or behavioral condition.
 - 2) Treatment Services:
 - i. 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. Individual Therapy is usually delivered to an individual but may include family or significant support persons when the individual is present, but the focus of work is on the client and not on the family system.
 - ii. 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.
 - iii. 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.
 - iv. Collateral services, including contact with family and other service providers

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).

v. Clinical Consultation (via phone)

Clinical Consultations consists of contact with one or more mental health professionals for the purpose of obtaining advice for the evaluation or management of a specific problem and for care coordination.

B. Staffing

Contractor shall ensure that all services:

1. Shall be provided by licensed, waived or registered mental health professionals;
2. Shall be provided by staff experienced in the provision of therapy services for co-occurring illnesses;
3. Shall be provided by staff experienced in the provision of therapy services to parents/caregivers who may have mental health issues which require intervention;
4. Shall be provided by staff capable of working with a culturally diverse population; and
5. May be provided by graduate school trainees as co-therapists of group or family therapy, provided that such trainees are supervised by licensed professionals.

II. ADMINISTRATIVE REQUIREMENTS

- A. Paragraph 13 ("Retention of Records") of the Agreement and Paragraph S.4. of Exhibit B. notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

B. 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.

C. Cultural Competency

1. Contractor shall participate in any cultural competence efforts within BHRS and shall designate a representative to attend the Cultural Competence Council.
2. All program staff shall receive at least eight (8) hours of 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.
3. 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.
4. 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.

D. 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 10 business days of Contractor's receipt of any such licensing report.

E. Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement. Documentation shall be completed in compliance with the Mental Health Services Documentation Manual, which is incorporated into this Agreement by reference herein.

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

- G. 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.
- H. Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services (CDHS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An “Ineligible Person” is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: http://files.medical.ca.gov/pubsdoco/publications/bulletins/part1/part1bull_1.asp
- I. Advance Directives
- Contractor will comply with County policies and procedures relating to advance directives.
- J. Beneficiary Rights
- Contractor will comply with County policies and procedures relating to beneficiary’s rights and responsibilities.
- K. 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.
- L. 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.

M. 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.

N. 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.

O. Contractor shall participate in all activities assigned by Mental Health Services Division Quality Improvement.

P. Fingerprint 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.

Q. Developmental Assets

Contractor shall incorporate the Forty-One (41) Developmental Assets into program treatment goals, individual goals and family goals.

III. GOALS AND OBJECTIVES

Mental Health Services (authorized by the MHP)

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

Objective 1: No more than five percent (5%) of cases treated by Contractor shall be admitted to a psychiatric emergency service unit between the time of intake and a year after intake.

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

Objective 2: At least ninety percent (90%) of respondents will agree or strongly agree that the client is satisfied with service as measured by client satisfaction survey administered by the MHP.

Data to be collected by County.

PYRAMID ALTERNATIVES, INC
BHRS – ALCOHOL AND OTHER DRUG SERVICES
FY 2011-2012
EXHIBIT “A-2”

In consideration of the payments set forth in Exhibit “B”, Contractor shall provide the following services. All payments under this Agreement must directly support services specified in this Agreement.

I. ALCOHOL AND DRUG PREVENTION SERVICES

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. COMMUNITY-BASED PARTNERSHIP

The Contractor will be the lead/fiscal agency for the Community-Based Partnership for the prevention of alcohol and other drug-related problems in East Daly City/Bayshore region in San Mateo County.

1. General Requirements

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

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

- a. Contractor will develop a Work Plan in collaboration with the Community-Based Partnership, based on the Partnership’s assessment of community-level conditions, priorities, and capacity with respect to alcohol and other drug issues.
- b. Contractor will develop a Budget in consultation with the Community-Based Partnership. The Budget must be consistent with the scope of work reflected in the Work Plan and shall include a 20% in-kind match.
- c. Contractor’s Work Plan and Budget must be approved by the AOD Administrator or designee. The approved Work Plan and Budget are hereby incorporated by reference. Work Plan requirements include, but are not limited to:

- i. Work Plan shall align with the Behavioral Health and Recovery Services Prevention Framework and the Alcohol and Other Drug Services Strategic Prevention Framework. These documents are located in the Alcohol and Other Drug Services Provider Handbook described in Section I of Exhibit A.
 - ii. Work Plan objectives shall be identified and strategies shall be developed with community input, and based upon local data. Strategies shall seek to impact community systems. Work Plan shall address the five (5) steps in the Strategic Prevention Framework: Assessment, Capacity, Planning, Implementation, and Evaluation.
 - iii. Objectives must be specific and measurable with strategies and activities appropriate to achieve objectives.
 - iv. Changes to the Work Plan and/or corresponding Budget must be negotiated collaboratively with the Community-Based Partnership and County AOD. Work Plan modifications are subject to approval by the County AOD Administrator or designee.
3. Work Plan Implementation
 - a. Contractor shall implement Work Plan strategies and activities to achieve Work Plan objectives.
 - b. Contractor shall include the County AOD Analyst in the meetings of the Community-Based Partnership to provide technical assistance consultation and to monitor progress towards accomplishing the objectives described in the Work Plan.
4. Participation in Alcohol and Other Drug Sponsored Activities
 - a. Contractor shall participate in AOD sponsored and recommended training, and technical assistance opportunities, and in county-wide level networking meetings and events, and shall encourage community partners to participate as well.

B. Lead Agency Administrative and Reporting Requirements

1. CalOMS Prevention Data Collection and Reporting
 - a. Enter data on a regular basis (as services occur) documenting the Community-Based Partnership's implementation activities into the California Department of Alcohol and Drug Program's web-based Outcomes Measurement System for Prevention (CalOMS Pv) Data System and in accordance with the requirements of the Alcohol and Other Drug Services Provider Handbook, located online at:
<http://www.aodsystems.com/SMC/Index.htm>.

- b. The quantity and quality of CalOMS Pv data input should accurately and adequately reflect the amount of funding, time, and effort devoted to implementation of the Work Plan. The link to the Web-based CalOMS Prevention data system is:
<https://kitservices1.kithost.net/calomspv/pSystem.aspx>.
 - c. Communicate with County AOD staff regarding CalOMS Pv data review and comply with County AOD staff requests for data corrections and/or changes.
- 2. Implementation Progress Reporting
 - a. Maintain documentation of all Work Plan activities.
 - b. Contractor shall document Work Plan progress, including successes, challenges, participation by community residents, youth, and other sector representatives, and timeliness.
 - i. Provide a written quarterly progress update to the assigned AOD Analyst in a format provided by the County AOD Administrator or designee.
- 3. Financial and Units of Service Reporting
 - a. Submit the Quarterly Expense, Revenue, and Units of Service Report, Year-end Cost Report, and Agency Audit to the assigned AOD Analyst in accordance with the requirements of the Alcohol and Other Drug Services Provider Handbook, located online at:
<http://www.aodsystems.com/SMC/Index.htm>.
 - b. Report hours of staff availability dedicated to alcohol and other drug community-based prevention activities and efforts, including preparation time and record keeping time, for each fiscal year. Annual hours of staff availability are determined based upon the following formula: 1 FTE = 1,787 hours of staff availability.

II. ALCOHOL AND DRUG TREATMENT AND RECOVERY SERVICES

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Fixed Rate Services

A description of the following services is outlined in the AOD Policy and Procedure Handbook located at: <http://www.aodsystems.com/SMC/Index.htm>.

1. Outpatient Treatment
2. County Day Treatment
3. Mental Health Services Act Co-Occurring
4. CalWORKS

In accordance with the AOD Policy and Procedure Manual, Contractor will

provide the following alcohol and drug treatment and recovery services to clients who are CalWORKS eligible. Contractor shall submit Quarterly reporting in accordance with the AOD Policy and Procedure Manual.

a. Day Treatment

A minimum of nine (9) hours per week of counseling and/or structured therapeutic activities shall be provided for each client.

b. Outpatient Treatment

One (1) hour individual and/or group counseling session provided for outpatient alcohol and drug treatment and recovery services.

As of July 1, 2011, outpatient and day treatment services shall be funded through the CalWORKS Mental Health Substance Abuse Allocation. The County will make reasonable efforts to offset any future reductions that CalWORKS may receive through an increase in the County funding if available.

B. Fee For Service

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure 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 Policy and Procedure Handbook.

1. Comprehensive Drug Court Implementations (CDCI) Grant, Drug Court Partnership (DCP) Grant, and Cal-EMA Grant funded Services

a. Outpatient Treatment Services

b. Day Treatment Services

b. Aftercare Treatment Services

c. Drug Testing

2. Ryan White CARE Act Funded Services

a. Outpatient Treatment Services

b. Day Treatment Services

3. Achieve 180 Re-Entry Services

a. Outpatient Treatment Services

b. Day Treatment Services

4. Medicaid Coverage Expansion (MCE) Health Coverage

Effective July 1, 2011, Behavioral Health & Recovery Services (BHRS) will, at its discretion, reimburse Contractor for services provided to Medicaid Coverage Expansion (MCE) beneficiaries. MCE is a fee-for-service health coverage that has the potential to expand fee-for-service billing and revenue. Substance use treatment modalities provided under the MCE program include:

- a. Outpatient Services
- b. Intensive Outpatient Services
- c. Treatment Readiness/Pre-Treatment Services
- d. Recovery Management/Continuing Care Services

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

C. DESCRIPTION OF UNIQUE PROGRAM SERVICES

In full consideration of the payments herein provided for, Contractor shall provide Outpatient and Intensive Day Treatment services. Contractor will provide these services in compliance with the requirements of the AOD Policy and procedure manual including additions and revisions, incorporated herein.

Contractor shall provide a minimum of 1-2 days a week of Outpatient therapy. Services will include a minimum of two (2) individual counseling sessions per month and minimum of three (3) hours of recovery-oriented group counseling per week. Program topics will include addiction and recovery, parenting skills, health issues, and ongoing educational workshops.

Contractor shall provide a minimum of 3-4 days a week of Intensive Day Treatment. Program shall consist of weekly group sessions, face-to-face (individual) sessions, process groups and education.

Contractor's basic alcohol and drug treatment program shall include:

1. Intake, assessment (using the Addiction Severity Index [ASI]), recovery planning, and relapse prevention, case management services, and follow-up at 6 months and 12 months after intake for each program participant.
2. Ancillary services will include access to vocational and job training, medical services, ESL/GED, advanced education, mental health services, detoxification services and other drug treatment, HIV/AIDS, HEP A.B.C, and STD testing and education, and other appropriate services provided by the County of San Mateo. Education will be offered by Contractor.
3. Access will be provided to community involvement to encourage participants to be active in their community and in society. These activities may include community service, school or training programs, volunteer work or employment.
4. Collateral services will be provided to family members including education on substance abuse behavior and lifestyle, along with educational meetings on how to give support to the family member in treatment.

5. Program topics will include addiction and recovery, the twelve –step model of recovery, family dynamic, self-esteem, communication and conflict resolution, disease model of substance abuse, health issues, housing options, financial management, interviewing and job application skills, educational issues, and relapse prevention.
6. Cases coordination and referrals with other San Mateo County providers as necessary.
7. Aftercare services will be provided to program participants upon completion of Contractors treatment program. Aftercare services will include:
 - a. An aftercare plan developed with each program participant prior to the final phase of the treatment program; and
 - b. Two (2) hours of relapse prevention each month for each program participant including ongoing program activities, group and individual support, education and ongoing links to community services.
8. Evaluation and referral for medical co-occurring issues.

D. Non-Reimbursable Services

1. Driving Under The Influence (DUI)
In accordance with the AOD Policy and Procedure Handbook, Contractor will provide First Offender Program (FOP) and Multiple Offender Program (MOP) DUI services to clients who have been referred by the Department of Motor Vehicles, Probation, and the Superior Courts.
2. Deferred Entry of Judgment (DEJ)
In accordance with the AOD Policy and Procedure Manual, Contractor will provide the DEJ to clients who have been referred by the Probation Department.

II. PRIORITY POPULATIONS

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

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

F. Clients with MCE health insurance coverage

III. ADMINISTRATIVE REQUIREMENTS

Contractor will maintain compliance with requirements of the AOD Policy and Procedure Handbook including additions and revisions, by reference herein. The Handbook is located at <http://www.aodsystems.com/SMC/Index.htm>

A. 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. Thus, Contractor will implement the following:

1. Standards of Care

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

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

- a. Contractor will develop and implement the activities and achieve the objectives described in the approved San Mateo county Alcohol and Other Drug (AOD) Standards of Care (SOC) implementation work plan.
- b. In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Handbook, including additions and revision, which is incorporated by reference herein.
- c. Contractor will report quarterly on SOC implementation progress to the assigned AOD Analyst.

2. Continuous Quality Improvement

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

- a. Contractor will develop and implement a Quality Improvement plan with an emphasis on continuous quality improvement.
- b. Contractor will solicit feedback from service recipients on an annual basis, at minimum. Client feedback process may include but is not limited to: focus groups and client satisfaction surveys.
- c. Contractor will implement a process to share client feedback with the Quality Improvement committee. Consideration of client feedback will be incorporated into future QI plans.

- d. Contractor shall report quarterly to the assigned AOD Analyst on QI plan implementation, progress and client feedback results.
- e. Contractors receiving MHSA funding to treat clients with COD shall comply with additional reporting requirements as outlined in the online AOD Policy and Procedure Handbook.

3. Co-occurring Disorders

Contractor will work to improve treatment outcomes for complex clients by providing the following:

- a. Contractor will participate as a Change Agent and will delegate participation in monthly activities to effect the changes necessary to maintain and enhance Co-occurring Disorders (COD) capability.
- b. Contractor shall establish a COD work plan that continues to assess and address the needs of complex clients. This COD work plan may be a part of the Contractor's Quality Improvement program, Standards of Care Work 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 Mental Health Services Act (MHSA) funding to treat clients with COD shall comply with additional reporting requirements as outlined in the online AOD Policy and Procedure Handbook.

4. AVATAR Electronic Health Record

BHRS is transitioning to an electronic health record. Contractor will work collaboratively with BHRS in the design and implementation of the new system by:

- a. Contractor will participate in the development, training, implementation and utilization of the required AVATAR system.
- b. Contractor will maintain compliance with all documentation, reporting, billing and all other data requirements as required in the Alcohol and Other Drug (AOD) Policy and Procedure Handbook, including additions and revision, which is incorporated by reference herein.
- c. Contractor will continue to use the DAISY data system for all reporting requirements until further notice is given by the AOD administrator.

B. 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. Medicaid Coverage Expansion (MCE)

Contractor will work in partnership with BHRS to provide substance use disorder treatment services to beneficiaries of MCE. All services will be delivered in compliance with BHRS policies and procedures found in the AOD Policy and Procedure Handbook and the BHRS Documentation Manual located at: <http://www.aodsystems.com/SMC/Index.htm>; and

<http://www.co.sanmateo.ca.us/Attachments/health/pdfs/bhrs/ContractAgencies/BHRSDocManual.pdf>.

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

C. MCE PROGRAM REQUIREMENTS

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

D. CALWORKS PROGRAM REQUIREMENTS

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

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

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

E. CULTURAL COMPETENCY

1. Contractor is strongly encouraged to participate in any cultural competence efforts within BHRS and/or to send a representative to attend the Cultural Competence Council. For more information about the Cultural Competence Council, contact The Office of Diversity at 650-321-5352.

2. Contractor is strongly encouraged to ensure that all program staff receives at least one full day of training per year on some aspect of providing culturally and linguistically appropriate services. One full day of training is equivalent to at least 6 hours of training. Contractor shall submit to County annually a list of scheduled training(s) that include attending participants.
3. 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.
4. 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.

F. INELIGIBLE EMPLOYEES

1. Licensed Professional

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. All Employees

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

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

G. ADMINISTERING SATISFACTION SURVEYS

Contractor agrees to administer/utilize any and all survey instruments as directed

by BHRS, including outcomes and satisfaction measurement instruments.

H. RETENTION OF RECORDS

Contractor shall have a written policy in all programs regarding the maintenance and disposal of client records. All records shall be stored in an appropriate confidential manner for not less than seven years from the date they are officially closed.

**PYRAMID ALTERNATIVES, INC
BHRS – MENTAL HEALTH
FY 2011-2012
EXHIBIT “B-1”**

In consideration of the services provided by Contractor in Exhibit “A”, County shall pay Contractor based on the following fee schedule:

I. Payments

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

A. Rates for Mental Health Services (Authorized by the MHP)

1. Mental Health Plan

For the Mental Health Plan services described in Paragraph I.A. of Exhibit A, the maximum amount County shall be obligated to pay shall not exceed ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000) for the period July 1, 2011 through June 30, 2012.

2. The following rates shall apply to Mental Health Plan services:

a. Assessment Services (non-MD)

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

Service Type	<u>2011-12</u>
A8100 Assessment (per case)	\$124.00

b. Treatment Services (non-MD)

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

Service Type	<u>2011-12</u>
90806 Individual Therapy (per session)	\$88.00
90853 Group Therapy	\$29.00
90847 Family Therapy (per hour; includes all members)	\$90.00

90887 Collateral (per session)	\$59.00
X8255 Clinical Consultation (telephone, 15 minutes)	\$12.00
N0000 No Show (two per client)	\$20.00

3. Medi-Cal cases seen under this contract are to be reimbursed by the Mental Health Division. No other revenue sources may be collected for Medi-Cal clients. Under no circumstances may Medi-Cal eligible clients be charged for services provided. Under no circumstances may Medi-Cal clients be charged for missed appointments.
- B. In any event, the maximum amount County shall be obligated to pay for all services rendered under this Agreement shall not exceed ONE HUNDRED AND FIFTY THOUSAND DOLLARS (\$150,000)
- C Election of Third Party Billing Process

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

1. Option One
 - a. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through this Agreement. Within ten (10) days of the end of each month, Contractor shall provide to County copies of the Explanation of Benefits or other remittance advice for every third-party payment and/or denial of such third-party payments for services provided by Contractor during such month. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph Q. 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 Q 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.
- D. Budget modifications may be approved by the Chief of the Health System or the Chief's designee, subject to the maximum amount set forth in Paragraph 3.
- E. County shall pay for services that have been documented in the medical record maintained by Contractor and which meet documentation requirements of the Medi-Cal program.
- F. Payments made to Contractor under the terms of this Agreement may be used for Program staff salaries, Program operations, and other direct expenses essential to the Program. No funds paid by County through this Agreement shall be spent for fundraising.

- G. The Chief of the Health System or the Chief's designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate) and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.
- H. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
- I. In the event this Agreement is terminated prior to June 30, 2012, 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 the Chief's designee.
- J. 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 changes 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 (Ex: TBS, Intensive Day Treatment, etc.), and duration of service (Ex: day, minute, etc).
 - 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.
- K. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 ("Term and Termination") of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- L. In the event this Agreement is terminated prior to June 30, 2012, the Contractor shall be paid for services already provided pursuant to this Agreement.

M. 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.

N. Cost Report

Contractor shall submit to County year-end cost reports no later than ninety (90) days after the end of each applicable fiscal year (June 30th). These reports shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. These Cost Reports shall include accountings for all services provided through the agreement for the applicable period, separate accountings for Child and Family Treatment Administration Services and for Child and Family Treatment Quality Assurance/Quality Improvement services, and separate accountings for services provided by subcontractors. Contractor shall have its books of accounts audited annually by a Certified Public Accountant and a copy of said audit reports shall be submitted along with the Cost Reports.

O. Beneficiary Billing

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

P. 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.

Q. Claims Certification and Program Integrity

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
2. Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

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

Executed at _____ California, on _____, 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 Exhibit A of this Agreement at the time the services were provided to the beneficiary.
 - c. The services included in the claim were actually provided to the beneficiary
 - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
 - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.

- f. For each beneficiary with Day Treatment, and/or Mental Health Services included in the claim, all requirements for Day Treatment, and/or Mental Health Services Contractor payment authorization for were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
 - g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
4. Except as provided in Paragraph II.A. of Exhibit A relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health 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.

**PYRAMID ALTERNATIVES, INC
 BHRS – ALCOHOL AND OTHER DRUG SERVICES
 FY 2011-2012
 EXHIBIT “B-2”**

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

I. ALCOHOL AND DRUG PREVENTION SERVICES

A. FLAT RATE

In full consideration of the services provided by Contractor, the total amount for alcohol and drug prevention services described in this Agreement is ONE HUNDRED FOUR THOUSAND AND ONE HUNDRED SIXTY SEVEN DOLLARS (\$104,167). The program funding for each year of the project is as follows:

B. PAYMENT SCHEDULE

County will pay based on the payment schedule below. County will pay Contractor’s monthly payment within 30 days, upon timely submission of reports as outlined in the AOD Policy and Procedure Manual. All payments under this Agreement must directly support services specified in this Agreement.

September 1, 2011- June 30, 2012

	Funding Amount	Payment Amount	Release of Payment
NRC Funded Prevention (community-based partnership)	\$104,167	\$10,417	Monthly

II. ALCOHOL AND DRUG TREATMENT AND RECOVERY SERVICES

A. FIXED RATE PAYMENTS

In full consideration of the funded alcohol and drug treatment and recovery services provided to clients who lack the necessary resources to pay for all, or part of these services themselves, the County will pay Contractor the total contract amount in twelve (12) monthly payments in a manner as outlined in the chart below. Upon timely submission of reports as outlined in the Alcohol and Other Drug Services (AOD) Policy and Procedure Handbook, the County will pay Contractor’s monthly payment within (thirty) 30 days.

July 1, 2011- June 30, 2012

Services	Funding Amount	Monthly Funding Amount	Rate	Units Of Service per FY	# clients to be served	Slots
NRC: Outpatient	\$200,016	\$16,668	\$43.30	4,619	54	27
County Outpatient	\$40,399	\$3,367	\$43.30	933	20	10
MCE- county match	\$12,667	\$1,056				
CalWORKs – Day TX	\$10,000	\$833	\$120.00	84		
CalWORKs - Outpatient	\$11,139	\$928	\$50.00	222		
County Day Treatment	\$98,857	\$8,238	\$151.00	654		
MHSA Co-Occurring Disorders	\$37,185	\$3,099	\$45.01	826		
TOTAL	\$410,263	\$34,189				

The maximum fixed rate amount County shall be obligated to pay for services rendered under this Agreement shall not exceed \$410,263. Contractor shall be paid in twelve monthly payments of THIRTY FOUR THOUSAND ONE HUNDRED EIGHTY NINE DOLLARS (\$34,189).

B. MCE MATCH AND FFP

1. MCE Rates

MCE service reimbursement requires unmatched local or state funding to match federal funds. This funding has been identified as "MCE County Match" within this Agreement. Federal reimbursement is based on current published Federal Financial Participation (FFP) rates. Rates shall be established subsequent to the agreement and shall be communicated to Contractor through an administrative memorandum that will be an attachment to the agreement.

2. MCE Maximum

MCE services described in Exhibit A, Section I.B.3 shall be funded by County match (50%) and by the Federal Financial Participation (50%). The 50% County match is included in the fixed rate payments. The FFP maximum shall not exceed TWELVE THOUSAND SIX HUNDRED SIXTY-SEVEN DOLLARS (\$12,667) for the period July 1, 2011 through June 30, 2012. The FFP shall be paid on a fee-for-service format based upon monthly invoices provided by the Contractor. FFP payments shall be 50% of the rates for MCE services. The maximum payment for MCE services, including both the County match and the FFP, shall not exceed \$25,334.

3. MCE Reporting and Reconciliation

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

1. Total units of service

2. Services delivered

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

Reports and invoices shall be sent to:
AOD Program Analyst
400 Harbor Blvd. Bldg E
Belmont, CA 94002

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

If the final reconciliation shows that services were provided to MCE eligible clients for which MCE payment was not made, County shall pay Contractor for services delivered at the MCE rate included herein. In any case, the maximum payment shall not exceed the Agreement maximum as established in Paragraph I.A. of this Exhibit B.

4. Billing

MCE services will be billed and reimbursed in accordance with the AOD Policy and Procedure Handbook and the BHRS Documentation Handbook. County funded MCE match is paid on a fixed rate basis and will be reconciled to the actual service billed on a quarterly basis. Federal Financial Participation (FFP) reimbursement rates are based on the established MCE rates. County funding is required to meet local FFP match requirements. In the event that Contractor fails to meet contractual obligations in MCE service delivery and billing, BHRS may suspend or withhold payment. In the event that Contractor exceeds billing target, an amendment will be required to identify funds for County match requirement and to increase FFP revenues. Service specific reimbursement rates for FY11/12 are pending approval of San Mateo County's Low Income Health Program application and, upon approval, shall be communicated to Contractor through an administrative memorandum that will serve as an amendment to the agreement.

5. MCE Disallowances

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

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

C. VARIABLE RATE /FEE FOR SERVICE

In full consideration of the fee for service funded alcohol and drug treatment services provided to individuals who lack the necessary resources to pay for all, or part of these services themselves and are referred by the County, the County shall pay for such services rendered under this Agreement. Payment shall not exceed the aggregate amounts stated in Section 3. Payments – Maximum Amount, in the main body of this Agreement.

July 1, 2011- June 30, 2012

Funding Source	Service	Unit Rate
CDCI , DCP, and Cal-EMA Grant Funded Services*	Individual /Group Session	\$50.00 Per Staff Hour
	Day Treatment	\$120.00 Per Day
	Aftercare Treatment	\$40.00 Per Staff Hour
	Drug Test	\$30.00 Per Screen
Ryan White Funded Services	Outpatient	\$50.00 Per Staff Hour
	Day Treatment	\$120.00 Per Day
Achieve 180	Outpatient	\$50.00 Per Staff Hour
	Day Treatment	\$120.00 Per Day

1. CDCI , DCP, and Cal-EMA Grant Funded Services

Services shall be as follows:

a. Outpatient Treatment Services

- i. One (1) hour individual and/or group counseling session provided for CDCI/DCP/Cal-EMA funded outpatient alcohol and drug treatment and recovery services.
- ii. Day Treatment Services per individual for each visit day provided for CDCI/DCP/Cal-EMA funded alcohol and drug day treatment and recovery services.
- iii. Aftercare Treatment Services per individual for each one (1) hour group counseling session provided for CDCI/DCP/Cal-EMA funded aftercare alcohol and drug treatment and recovery services.

b. Drug Testing

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

D. NON-REIMBURSABLE SERVICES

In accordance with the AOD Policy and Procedure Handbook, DUI/DEJ services are a non-reimbursable service. DUI/DEJ administrative fees must be approved by the County Health Services Agency Director.

1. **First Offender Programs**
Contractor shall remit monthly to the County Alcohol and Other Drug Services Administrator a eight percent (8%) administrative fee for 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.
2. **Multiple Offender Programs**
Contractor shall remit monthly to the County Alcohol and Other Drug Services Administrator an eight percent (8%) administrative fee for MOP 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 DUI MOP.
3. **Deferred Entry of Judgment**
Contractor shall remit monthly to the County Alcohol and Other Drug Services Administrator a five percent (5%) administrative fee of the gross revenues received, less refunds to participants, amount of any participant checks returned for insufficient funds, fees charged to Contractor for returned checks, and collections for drug testing for the DEJ program.

E. REQUIRED FISCAL DOCUMENTATION

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

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. EARLY TERMINATION

In the event this Agreement is terminated prior to June 30, 2012, 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.

H. 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.

I. CLAIMS/INVOICE CERTIFICATION AND PROGRAM INTEGRITY

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

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

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

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

Executed at _____ California, on _____, 20__

Signed _____ Title _____

Agency _____”

CONTRACTOR'S DECLARATION FORM
COUNTY OF SAN MATEO
PYRAMID ALTERNATIVES, INC.
July 1, 2011 through June 30, 2012

I. CONTRACTOR INFORMATION

Contractor Name:	Pyramid Alternatives, Inc.	Phone:	(650) 355-8787
Contact Person:	Paul Chang, Executive Director	Fax:	(650) 355-8780
Address:	480 Manor Plaza Pacifica, CA 94044		

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.

Signature Name

Date Title

ATTACHMENT E

FINGERPRINTING CERTIFICATION

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

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

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

Pyramid Alternatives, Inc.
Name of Contractor

Signature of Authorized Official

Paul Chang
Name (please print)

Executive Director
Title (please print)

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.

Pyramid Alternatives, Inc.
Name of 504 Person - Type or Print

Same.
Name of Contractor(s) - Type or Print

480 Manor Plaza
Street Address or P.O. Box

Pacifica, CA 94044
City, State, Zip Code

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

Signature

Title of Authorized Official

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."

CONTRACTOR'S DECLARATION FORM
COUNTY OF SAN MATEO
PYRAMID ALTERNATIVES, INC.
July 1, 2011 through June 30, 2012

I. CONTRACTOR INFORMATION

Contractor Name:	Pyramid Alternatives, Inc.	Phone:	(650) 355-8787
Contact Person:	Paul Chang, Executive Director	Fax:	(650) 355-8780
Address:	480 Manor Plaza Pacifica, CA 94044		

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.

Signature Name

Date Title

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
SITIKE COUNSELING CENTER**

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

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing professional alcohol and other drug treatment, prevention and recovery services in accordance with state and federal laws, regulations, and funding mandates.

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment E—Fingerprinting Compliance Form

Attachment I—Assurance of Compliance with Section 504

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform the services as set forth in this Agreement, in the Alcohol and Other Drug Services Policy and Procedure Handbook and in the Exhibits and Attachments to the Agreement.

3. Payments

A. Maximum Amount

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein, ion Exhibit A, and in the Alcohol and Other Drug Services Policy and Procedure Handbook, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B and attachments herein for the contract term.

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 ONE MILLION ONE HUNDRED SEVENTY SIX THOUSAND ONE HUNDRED THIRTY SEVEN DOLLARS (\$1,176,137).

The total fiscal obligation under this Agreement shall include (a) a fixed amount, and (b) a variable amount, which shall be a portion of an aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement.

The County's total fiscal obligation for the fixed amount shall not exceed THREE HUNDRED THIRTY THOUSAND THREE HUNDRED FIFTY SEVEN DOLLARS (\$330,357).

The County's total fiscal obligation for the fee for service amount shall not exceed THIRTY-SIX THOUSAND ONE HUNDRED TWO DOLLARS (\$36,102).

The fee for service amount described in this Agreement shall include and shall be limited to the following amounts:

- 1) FOURTEEN THOUSAND DOLLARS (\$14,000) for MCE FFP funded alcohol and drug treatment services as described in Exhibit A.
- 2) TWENTY TWO THOUSAND ONE HUNDRED TWO DOLLARS (\$22,102) for BASN Outpatient funded alcohol and drug treatment services as described in Exhibit A.

The County's total fiscal obligation for the aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement shall not exceed EIGHT HUNDRED NINE THOUSAND SIX HUNDRED SEVENTY EIGHT DOLLARS (\$809,678).

The Contractor acknowledges that the County has agreed to pay a "variable amount" to all contractors who provide fee for service alcohol and drug treatment and drug testing services authorized individually or collectively by a County Resolution, which shall be the Contractor's share of an aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement.

Therefore, the funds available to pay each individual contractor are dependent upon the amount or volume of services provided by the other contractors, as authorized by County.

The aggregate amount to be allocated between all contractors who provide the same or similar services as those described in this Agreement shall include and shall be limited to the following amounts:

- a. TWO HUNDRED-THIRTY THREE THOUSAND NINE HUNDRED SIX DOLLARS (\$233,906) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services as described in Exhibit A.
- b. SEVENTY THOUSAND SEVEN HUNDRED SIXTY TWO DOLLARS (\$70,762) for Drug Court Partnership funded alcohol and drug treatment services as described in Exhibit A.
- c. FOUR HUNDRED FOURTEEN THOUSAND FOUR HUNDRED FORTY (\$414,440) for Cal EMA funded alcohol and drug treatment services as described in Exhibit A.
- d. EIGHTY THREE THOUSAND SEVENTY DOLLARS (\$83,070) for Ryan White funded alcohol and drug treatment services as described in Exhibit A.
- e. SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500) for Achieve 180 Re-Entry Services funded alcohol and drug treatment services as described in Exhibit A.

B. Rates, Amounts, and Terms of Payments

The amounts, rates and terms of payment shall be specified in the Exhibits, the Alcohol and Other Drug Services Policy and Procedure Handbook and Attachments to this Agreement. Any rate increase is subject to the approval of the Chief of the Health System or the Chief's designee, and shall not be binding on County unless so approved in writing.

In no event shall the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Chief of the Health System or the Chief's designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, the Chief, or designee shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

C. Time Limit for Submitting Invoices

Contractor shall submit an invoice for services to County in accordance with the provisions of the Exhibits and Attachments herein. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier. To ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided no later than the tenth (10th) day of each month.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2011 through June 30, 2012.

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

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

5. Availability of Funds

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

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

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

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

8. Assignability and Subcontracting

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

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

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

with such provisions before commencing the performance of the work of this Agreement.

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

Such insurance shall include:

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

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

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

10. Compliance with laws; payment of Permits/Licenses

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

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

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

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;

- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation;
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

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

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

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

14. Merger Clause

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

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

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

In the case of County, to:
County of San Mateo Director, Alcohol & Other Drug Services
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:
Sitike Counseling Center

Rhonda Ceccato, Executive Director
306 Spruce Avenue
South San Francisco, CA 94080

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

SITIKE COUNSELING CENTER

By: _____

Contractor's Signature

Date: _____

Long Form Agreement/Non Business Associate v 8/19/08

**SITIKE COUNSELING CENTER
FY 2011-2012
EXHIBIT "A"**

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following alcohol and drug treatment services at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Exhibit A.

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Fixed Rate Services

A description of the following services is outlined in the AOD Policy and Procedure Handbook located at: <http://www.aodsystems.com/SMC/Index.htm>.

1. Perinatal Day Treatment/Intensive Outpatient
2. Outpatient Treatment
3. County Day Treatment/Intensive Outpatient
4. County Funded Outpatient
5. Mental Health Services Act Co-Occurring
6. MCE County Funded Services
7. CalWORKS

In accordance with the AOD Policy and Procedure Manual, Contractor will provide the following alcohol and drug treatment and recovery services to clients who are CalWORKS eligible. Contractor shall submit Quarterly reporting in accordance with the AOD Policy and Procedure Manual.

a. Day Treatment/Intensive Outpatient

A minimum of nine (9) hours per week of counseling and/or structured therapeutic activities shall be provided for each client.

B. Fee For Service

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure 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 Policy and Procedure Handbook.

1. Comprehensive Drug Court Implementations (CDCI) Grant, Drug Court Partnership (DCP) Grant, and Cal-EMA Grant funded Services
 - a. Outpatient Treatment Services
 - b. Intensive Outpatient/Day Treatment Services
 - c. Drug Testing
2. Achieve 180 Re-Entry Services
 - a. Outpatient Treatment Services
 - b. Intensive Outpatient/ Day Treatment Services
3. Medicaid Coverage Expansion (MCE) Health Coverage Effective July 1, 2011, Behavioral Health & Recovery Services (BHRS) will, at its

discretion, reimburse Contractor for services provided to Medicaid Coverage Expansion (MCE) beneficiaries. MCE is a fee-for-service health coverage that has the potential to expand fee-for-service billing and revenue. Substance use treatment modalities provided under the MCE program include:

- a. Outpatient Services
- b. Intensive Outpatient Services
- c. Treatment Readiness/Pre-Treatment Services
- d. Recovery Management/Continuing Care Services
- e. Perinatal Services

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

4. Fee For Service With Allocation

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein. Reimbursement will be approved only for clients who referred through the formal referral process outlined in the AOD Policy and Procedure Manual.

a. Bay Area Service Network (BASN)

BASN Outpatient Alcohol and Drug Treatment Units of Service:

Contractor will provide a total of five hundred fourteen (514) units of services of BASN outpatient alcohol and drug treatment to a minimum of six (6) BASN program participants per year during the term of the Agreement.

B. DESCRIPTION OF UNIQUE PROGRAM SERVICES

1. Discover Recovery Program – Outpatient Treatment Services

Discover Recovery Program is an outpatient program for adult men and women. Clients attend 2 to 3 times per week via one group and one individual counseling session per week for a minimum of 12 weeks.

The standard program requires a minimum of:

One Intake session:	1.5	hours
Groups 1.5 hours each x 12 =	18.0	hours
One individual session per week 5 x 12=	6.0	hours
Total:	25.5	hours

Each client receives a 1.5-hour assessment, which requires the completion of the ASI and ASAM along with internal Intake information regarding demographics, medical, mental health, legal, and family and drug and alcohol history. The client is given a general orientation of the program and regulations, signs necessary paperwork, is given a weekly schedule of appointments, develops their individualized treatment plan with the counselor and is given a list of 12-Step meetings in their geographic area and is asked to attend meetings in addition to their weekly meetings at Sitike.

During the individual counseling sessions the counselor reviews the treatment

plan with the client and makes any necessary revisions. The half-hour one-to-one sessions are intended to engage and support the client in treatment. Clients explore their relationship with substances, their desired quality of life, and any impediments to completing the program. The purpose of the individual counseling session is to promote continuity and help deepen the counselor-client relationship, provide a framework for self-reflection, and invite clients to talk about difficult aspects of recovery.

Group counseling sessions are both educational and process orientated. New Directions utilizes the evidence-based work of Lisa Najavits and the curriculum of the outpatient program is based on her work, Seeking Safety. The group topics are:

- a. What Is Substance Abuse
- b. Commonly Abused Drugs
- c. Safety
- d. Compassion
- e. Relapse Prevention
- f. Recovery Thinking
- g. Creating Meaning
- h. Boundaries in Relationships
- i. Infectious Diseases
- j. Coping with Triggers
- k. Healing From Anger
- l. Life Choices

2. The Women's Program – Intensive Outpatient /Day Treatment Services

The Women's Program is a gender specific/responsive program for adult pregnant and parenting women of childbearing age. Attendance requirements are 4 hours per day, 3-5 days per week, for a period of 3 to 9 months. On-site therapeutic daycare for children 4 years and younger, transportation to and from the agency and one hot nutritionally balanced lunch is provided daily.

Each client receives a 1.5-hour assessment, which requires the completion of the ASI and ASAM along with internal Intake information regarding demographics, medical, mental health, legal, and family and drug and alcohol history. The client is given a general orientation of the program and regulations, signs necessary paperwork, is given a weekly schedule of appointments, develops their individualized treatment plan with the counselor and is given a list of 12-Step meetings in their geographic area and is asked to attend meetings in addition to their weekly meetings at New Directions.

During the individual counseling sessions the counselor reviews the treatment plan with the client and makes any necessary revisions. The half-hour one-to-one sessions are intended to engage and support the client in treatment. Clients explore their relationship with substances, their desired quality of life, and any impediments to completing the program. The purpose of the individual

counseling session is to promote continuity and help deepen the counselor-client relationship, provide a framework for self-reflection, and invite clients to talk about difficult aspects of recovery.

Group counseling sessions are both educational and process orientated. Sitike utilizes the evidence-based work of Lisa Najavits and Dr. Stephanie Covington.

3. Non-Reimbursable Services

a. Driving Under The Influence (DUI)

In accordance with the AOD Policy and Procedure 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.

b. Deferred Entry of Judgment (DEJ)

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

II. PRIORITY POPULATIONS

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

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

III. ADMINISTRATIVE REQUIREMENTS

Contractor will maintain compliance with requirements of the AOD Policy and Procedure Handbook including additions and revisions, by reference herein. The Handbook is located at <http://www.aodsystems.com/SMC/Index.htm>.

A. 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. Thus, Contractor will implement the following:

1. Standards of Care

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

substance abuse and/or substance dependence/addiction or co-occurring disorders.

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

- a. Contractor will develop and implement the activities and achieve the objectives described in the approved San Mateo county Alcohol and Other Drug (AOD) Standards of Care (SOC) implementation work plan.
- b. In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Handbook, including additions and revision, which is incorporated by reference herein.
- c. Contractor will report quarterly on SOC implementation progress to the assigned AOD Analyst.

2. Continuous Quality Improvement

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

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

3. Co-occurring Disorders

Contractor will work to improve treatment outcomes for complex clients by providing the following:

- a. Contractor will participate as a Change Agent and will delegate participation in monthly activities to effect the changes necessary to maintain and enhance Co-occurring Disorders (COD) capability.
- b. Contractor shall establish a COD work plan that continues to assess and address the needs of complex clients. This COD work plan may be a part of the Contractor's Quality Improvement program, Standards of Care Work 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 Mental Health Services Act (MHSA) funding to treat clients with COD shall comply with additional reporting requirements as outlined in the online AOD Policy and Procedure Handbook.

4. AVATAR Electronic Health Record

BHRS is transitioning to an electronic health record. Contractor will work collaboratively with BHRS in the design and implementation of the new system by:

- a. Contractor will participate in the development, training, implementation and utilization of the required AVATAR system.
- b. Contractor will maintain compliance with all documentation, reporting, billing and all other data requirements as required in the Alcohol and Other Drug (AOD) Policy and Procedure Handbook, including additions and revision, which is incorporated by reference herein.
- c. Contractor will continue to use the DAISY data system for all reporting requirements until further notice is given by the AOD administrator.

B. 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. Medicaid Coverage Expansion (MCE)

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

2. Other Revenue Enhancement

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

C. MCE PROGRAM REQUIREMENTS

1. Contractor shall screen all incoming clients for health coverage, including MCE eligibility and current MCE enrollment. MCE client eligibility shall be verified prior to service provision;
2. Contractor shall facilitate enrollment into MCE, ACE, Medi-Cal and other health coverage programs for clients who are likely eligible for public benefits but not enrolled;
3. Contractor shall not charge clients with MCE eligibility for substance use treatment services;
4. Contractor shall request and obtain modality and service authorizations and reauthorizations for MCE enrolled clients from BHRS;

5. Contractor shall document and provide authorized services to MCE clients in compliance with BHRS documentation guidelines;
6. Contractor shall track and report on services and submit invoices for client MCE services provided following required policies and procedures;
7. Contractor shall correct and resubmit disallowed claims;
8. Contractor shall ensure that personnel delivering direct services to clients will have the appropriate professional license and/or certification as outlined in the AOD Policy and Procedure manual.

D. CALWORKS PROGRAM REQUIREMENTS

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

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

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

E. CULTURAL COMPETENCY

1. Contractor is strongly encouraged to participate in any cultural competence efforts within BHRS and/or to send a representative to attend the Cultural Competence Council. For more information about the Cultural Competence Council, contact The Office of Diversity at 650-321-5352.
2. Contractor is strongly encouraged to ensure that all program staff receives at least one full day of training per year on some aspect of providing culturally and linguistically appropriate services. One full day of training is equivalent to at least 6 hours of training. Contractor shall submit to County annually a list of scheduled training(s) that include attending participants.
3. 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.
4. 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.

F. INELIGIBLE EMPLOYEES

1. Licensed Professional

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. All Employees

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

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

G. ADMINISTERING SATISFACTION SURVEYS

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

H. RETENTION OF RECORDS

Contractor shall have a written policy in all programs regarding the maintenance and disposal of client records. All records shall be stored in an appropriate confidential manner for not less than seven years from the date they are officially closed.

**EXHIBIT B
FY 2011-2012
SITIKE COUNSELING CENTER**

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

I. ALCOHOL AND DRUG TREATMENT AND RECOVERY SERVICES

A. FIXED RATE PAYMENTS

In full consideration of the funded alcohol and drug treatment and recovery services provided to clients who lack the necessary resources to pay for all, or part of these services themselves, the County will pay Contractor the total contract amount in twelve (12) monthly payments in a manner as outlined in the chart below. Upon timely submission of reports as outlined in the Alcohol and Other Drug Services (AOD) Policy and Procedure Handbook, the County will pay Contractor's monthly payment within (thirty) 30 days.

July 1, 2011- June 30, 2012

Services	Funding Amount	Monthly Funding Amount	Rate	Units Of Service per FY	# clients to be served	Slots
NRC Perinatal Day Treatment(Intensive Outpatient)	\$178,453	\$14,871	\$140	1275	21	17
NRC Funded Outpatient	\$38,211	\$3,184	\$40	955	37	10
County Outpatient	\$49,425	\$4,119	\$40	1411	58	16
MCE County Match	\$14,000	\$1,167				
CalWORKs Intensive Outpatient/Outpatient	\$10,000	\$833	\$120 IOP \$40 OP			
County Day Treatment	\$22,913	\$1,909	\$140	164	3	2
MHSA Co Occurring Disorders	\$17,355	\$1,446				
TOTAL	\$330,357	\$27,529				

The maximum fixed rate amount County shall be obligated to pay for services rendered under this Agreement shall not exceed \$330,357. Contractor shall be paid in twelve monthly payments of TWENTY SEVEN THOUSAND FIVE HUNDRED TWENTY NINE (\$27,529) DOLLARS.

B. MCE MATCH AND FFP

1. MCE Rates

Rates shall be established subsequent to the agreement and shall be communicated to Contractor through an administrative memorandum that will be an attachment to the agreement.

2. MCE Maximum

MCE services described in Exhibit A, Section I.B.3 shall be funded by County match (50%) and by the Federal Financial Participation (50%). The 50% County match is included in the fixed rate payments. The FFP maximum shall not exceed FOURTEEN THOUSAND DOLLARS (\$14,000) for the period July 1, 2011 through June 30, 2012. The FFP shall be paid on a fee-for-service format based upon monthly invoices provided by the Contractor. FFP payments shall be 50% of the rates for MCE services. The maximum payment for MCE services, including both the County match and the FFP, shall not exceed \$28,000.

3. MCE Reporting and Reconciliation

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

1. Total units of service
2. Services delivered

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

Reports and invoices shall be sent to:

AOD Program Analyst
400 Harbor Blvd. Bldg. E
Belmont, CA 94002

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

If the final reconciliation shows that services were provided to MCE eligible clients for which MCE payment was not made, County shall pay Contractor for services delivered at the MCE rate included herein. In any case, the maximum payment shall not exceed the Agreement maximum as established in Paragraph I.A. of this Exhibit B.

4. Billing

MCE services will be billed and reimbursed in accordance with the AOD Policy and Procedure Handbook and the BHRS Documentation Handbook. County funded MCE match is paid on a fixed rate basis and will be reconciled to the actual service billed on a quarterly basis. Federal Financial Participation (FFP) reimbursement rates are based on the established MCE rates. County funding is required to meet local FFP match requirements. In the event that Contractor fails to meet contractual obligations in MCE service delivery and billing, BHRS may suspend or withhold payment. In the event that Contractor exceeds billing target, an amendment will be required, at the County option to identify funds for County match requirement and to increase FFP revenues. Service specific reimbursement rates for FY11/12 are pending approval of San Mateo County's Low Income Health Program application and, upon approval, shall be

communicated to Contractor through an administrative memorandum that will serve as an amendment to the agreement.

5. MCE Disallowances

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

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

C. VARIABLE RATE /FEE FOR SERVICE

In full consideration of the fee for service funded alcohol and drug treatment services provided to individuals who lack the necessary resources to pay for all, or part of these services themselves and are referred by the County, the County shall pay for such services rendered under this Agreement. Payment shall not exceed the aggregate amounts stated in Section 3. Payments – Maximum Amount, in the main body of this Agreement.

July 1, 2011- June 30, 2012

Funding Source	Service	Unit Rate
CDCI , DCP, and Cal-EMA Grant Funded Services	Individual / Group Session	\$50.00 Per Staff Hour
	Intensive Outpatient	\$120.00 Per Visit Day
	Drug Testing	\$30.00 Per Screen
Achieve 180	Outpatient	\$50.00 Per Staff Hour
	Intensive Outpatient	\$120.00 Per Visit Day
Ryan White CARE Act	Outpatient	\$50.00 Per Staff Hour
	Intensive Outpatient	\$120.00 Per Visit Day

1. CDCI , DCP, and Cal-EMA Grant Funded Services

Services shall be as follows:

a. Outpatient Treatment Services

- i. One (1) hour individual and/or group counseling session provided for CDCI/DCP/Cal-EMA funded outpatient alcohol and drug treatment and recovery services.
- ii. Intensive Outpatient Services per individual for each visit day provided for CDCI/DCP/Cal-EMA funded alcohol and drug treatment and recovery services.

b. Drug Testing

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

2. Achieve 180 Re-Entry Services

Services shall be as follows:

- a. Outpatient Treatment
 - i. One and one half (1½) hour group counseling session per individual provided within the approved treatment period for Achieve 180 Re-Entry funded outpatient alcohol and drug treatment and recovery services.
 - ii. One half (1/2) hour individual counseling session per individual provided within the approved treatment period for Achieve 180 Re-Entry funded outpatient alcohol and drug treatment and recovery services.
 - b. Intensive Outpatient
Intensive Outpatient services per individual for each visit day provided within the approved treatment period for Achieve 180 Re-Entry funded alcohol and drug treatment and recovery services.
3. Ryan White CARE Act Services
- a. Outpatient Treatment
 - b. Intensive Outpatient

D. VARIABLE RATE /FEE FOR SERVICE WITH ALLOCATION

1. Bay Area Services Network (BASN)
In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein. In full consideration of the BASN services provided by Contractor, County shall pay Contractor TWENTY TWO THOUSAND ONE HUNDRED TWO (\$22,102) for Outpatient Treatment Services.

September 1, 2011- June 30, 2012*

Funding Source	Service	Unit Rate
BASN Funded Services	Individual / Group Session	\$43.00 Per Staff Hour

*Term effective pending ADP approval.

D. NON-REIMBURSABLE SERVICES

In accordance with the AOD Policy and Procedure Handbook, DUI/DEJ services are a non-reimbursable service. DUI/DEJ administrative fees must be approved by the County Health Services Agency Director.

1. First Offender Programs
Contractor shall remit monthly to the County Alcohol and Other Drug Services Administrator a eight percent (8%) administrative fee for 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.
2. Deferred Entry of Judgment
Contractor shall remit monthly to the County Alcohol and Other Drug Services Administrator a five percent (5%) administrative fee of the gross revenues received, less refunds to participants, amount of any participant checks returned for insufficient funds, fees charged to Contractor for returned checks, and collections for drug testing for the DEJ program.

E. REQUIRED FISCAL DOCUMENTATION

- 1 Contractor's annual budget, and line item narrative justification covering all contracted services under this Agreement is subject to review and approval by the San Mateo County Alcohol and Other Drug Services program liaison for each fiscal year.
2. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Policy and Procedure Handbook.

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. EARLY TERMINATION

In the event this Agreement is terminated prior to June 30, 2012, 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.

H. 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.

I. CLAIMS/INVOICE CERTIFICATION AND PROGRAM INTEGRITY

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
2. Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

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

Executed at _____ California, on _____, 20__

Signed _____ Title _____

Agency _____"

**CONTRACTOR'S DECLARATION FORM
COUNTY OF SAN MATEO
SITIKE COUNSELING CENTER
July 1, 2011 through June 30, 2012**

I. CONTRACTOR INFORMATION

Contractor Name:	Sitike Counseling Center	Phone:	(650) 589-9305
Contact Person:	Rhonda Ceccato, Executive Director	Fax:	(650) 589-9330
Address:	306 Spruce Avenue 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.

Signature Name

Date Title

ATTACHMENT E

FINGERPRINTING CERTIFICATION

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

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

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

Sitike Counseling Center
Name of Contractor

Signature of Authorized Official

Rhonda Ceccatto
Name (please print)

Executive Director
Title (please print)

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.

Rhonda Ceccato
Name of 504 Person - Type or Print

Sitike Counseling Center
Name of Contractor(s) - Type or Print

306 Spruce
Street Address or P.O. Box

South San Francisco, CA 94080
City, State, Zip Code

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

Signature

Title of Authorized Official

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:	Sitike Counseling Center	Phone:	
Contact Person:	Rhonda Ceccato	Fax:	
Address:	306 Spruce 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.

Signature

Name

Date

Title

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
WOMEN'S RECOVERY ASSOCIATION**

THIS AGREEMENT, entered into this _____ day of _____ ,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called
"County," and WOMEN'S RECOVERY ASSOCIATION, hereinafter called
"Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing professional alcohol and other drug treatment, prevention and recovery services in accordance with state and federal laws, regulations, and funding mandates.

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment E—Fingerprinting Compliance Form

Attachment I—Assurance of Compliance with Section 504

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform the services as set forth in this Agreement, in the Alcohol and Other Drug Services Policy and Procedure Handbook and in the Exhibits and Attachments to the Agreement.

3. Payments

A. Maximum Amount

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein, ion Exhibit A, and in the Alcohol and Other Drug Services Policy and Procedure Handbook,

County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B and attachments herein for the contract term. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed TWO MILLION FOUR HUNDRED SEVENTY THOUSAND SEVEN HUNDRED SEVENTY NINE DOLLARS (\$2,470,779).

The total fiscal obligation under this Agreement shall include (a) a fixed amount, and (b) a variable amount, which shall be a portion of an aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement.

The County's total fiscal obligation for the fixed amount shall not exceed ONE MILLION TWO HUNDRED THIRTY THREE THOUSAND FOUR HUNDRED FIFTY FOUR DOLLARS (\$1,233,454).

The County's total fiscal obligation for the aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement shall not exceed EIGHT HUNDRED SEVENTY FIVE THOUSAND THREE HUNDRED SEVENTY EIGHT DOLLARS (\$875,378).

The County's total fiscal obligation for Mental Health Clinic services as those described in this Agreement shall not exceed FORTY SIX THOUSAND NINE HUNDRED FORTY SEVEN DOLLARS (\$46,947).

The County's total fiscal obligation for Pathway services as those described in this Agreement shall not exceed ONE HUNDRED FORTY FIVE THOUSAND DOLLARS (\$145,000).

The Contractor acknowledges that the County has agreed to pay a "variable amount" to all contractors who provide fee for service alcohol and drug treatment and drug testing services authorized individually or collectively by a County Resolution, which shall be the Contractor's share of an aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement.

Therefore, the funds available to pay each individual contractor are dependent upon the amount or volume of services provided by the other contractors, as authorized by County.

The aggregate amount to be allocated between all contractors who provide the same or similar services as those described in this Agreement shall include and shall be limited to the following amounts:

- a. TWO HUNDRED-THIRTY THREE THOUSAND NINE HUNDRED SIX DOLLARS (\$233,906) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services as described in Exhibit A.
- b. SEVENTY THOUSAND SEVEN HUNDRED SIXTY TWO DOLLARS (\$70,762) for Drug Court Partnership funded alcohol and drug treatment services as described in Exhibit A.
- c. FOUR HUNDRED FOURTEEN THOUSAND FOUR HUNDRED FORTY (\$414,440) for Cal EMA funded alcohol and drug treatment services as described in Exhibit A.
- d. EIGHTY THREE THOUSAND SEVENTY DOLLARS (\$83,070) for Ryan White funded alcohol and drug treatment services as described in Exhibit A.
- e. SEVENTY THREE THOUSAND TWO HUNDRED DOLLARS (\$73,200) for Achieve 180 Re-Entry Services funded alcohol and drug treatment services as described in Exhibit A.

B. Rates, Amounts, and Terms of Payments

The amounts, rates and terms of payment shall be specified in the Exhibits, the Alcohol and Other Drug Services Policy and Procedure Handbook and Attachments to this Agreement. Any rate increase is subject to the approval of the Chief of the Health System or the Chief's designee, and shall not be binding on County unless so approved in writing.

In no event shall the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Chief of the Health System or the Chief's designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, the Chief, or designee shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

C. Time Limit for Submitting Invoices

Contractor shall submit an invoice for services to County in accordance with the provisions of the Exhibits and Attachments herein. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier. To ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided no later than the tenth (10th) day of each month.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2011 through June 30, 2012.

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

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

5. Availability of Funds

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

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

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

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

8. Assignability and Subcontracting

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

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement.
- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

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

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

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

10. Compliance with laws; payment of Permits/Licenses

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

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

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

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which

prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.

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

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

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

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

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

14. Merger Clause

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

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

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

In the case of County, to:
County of San Mateo Director, Alcohol & Other Drug Services
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:
Women's Recovery Association
Laurie Wetzal, Executive Director
1450 Chaplin Ave., 1st Floor
Burlingame, CA 94010

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

WOMEN'S RECOVERY ASSOCIATION

By: _____

Contractor's Signature

Date: _____

Long Form Agreement/Non Business Associate v 8/19/08

**WOMEN'S RECOVERY ASSOCIATION
FY 2011-2012
EXHIBIT "A"**

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following alcohol and drug treatment services at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Exhibit A.

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Fixed Rate Services

A description of the following services is outlined in the AOD Policy and Procedure Handbook located at: <http://www.aodsystems.com/SMC/Index.htm>.

1. Perinatal Day Treatment
2. Outpatient Treatment
3. County Day Treatment
4. County Funded Outpatient
5. Perinatal Residential
6. Mental Health Services Act Co-Occurring
7. MCE County Funded Services
8. CalWORKS

In accordance with the AOD Policy and Procedure Manual, Contractor will provide the following alcohol and drug treatment and recovery services to clients who are CalWORKS eligible. Contractor shall submit Quarterly reporting in accordance with the AOD Policy and Procedure Manual.

a. Day Treatment

A minimum of nine (9) hours per week of counseling and/or structured therapeutic activities shall be provided for each client.

- b. Outpatient Treatment
- c. Residential Treatment

B. Fee For Service

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure 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 Policy and Procedure Handbook.

1. Comprehensive Drug Court Implementations (CDCI) Grant, Drug Court Partnership (DCP) Grant, and Cal-EMA Grant funded Services
 - a. Outpatient Treatment Services
 - b. Day Treatment Services
 - c. Residential Treatment Services
 - d. Residential – Perinatal Treatment Services (pregnant and parenting)
 - e. Aftercare Treatment Services

- f. Sober Living Environment services
 - g. Drug Testing
2. Ryan White CARE Act funded Services
 - a. Outpatient Treatment Services
 - b. Day Treatment Services
 - c. Residential Treatment Services
 3. Achieve 180 Re-Entry Services
 - a. Outpatient Treatment Services
 - b. Day Treatment Services
 - c. Residential Treatment Services
 4. Medicaid Coverage Expansion (MCE) Health Coverage

Effective July 1, 2011, Behavioral Health & Recovery Services (BHRS) will, at its discretion, reimburse Contractor for services provided to Medicaid Coverage Expansion (MCE) beneficiaries. MCE is a fee-for-service health coverage that has the potential to expand fee-for-service billing and revenue. Substance use treatment modalities provided under the MCE program include:

 - a. Outpatient Services
 - b. Intensive Outpatient Services
 - c. Residential Treatment Services
 - d. Treatment Readiness/Pre-Treatment Services
 - e. Recovery Management/Continuing Care Services
 - f. Perinatal Services

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

C. DESCRIPTION OF UNIQUE PROGRAM SERVICES

1. **ALCOHOL AND DRUG TREATMENT SERVICES AT WRA**

WRA offers a treatment program which includes residential, day treatment, outpatient and evening outpatient services. Women can extend on a month-to-month basis for up to one year. Extensions are granted when the treatment team decides that an extension is clinically warranted and necessary. Treatment is organized into a range of groups and services, including individual counseling, psycho-educational groups (educational groups that include the whole community and provide information important for women in recovery), process groups, specialized groups, case management and vocational, educational and housing services. WRA provides services to clients with co-occurring disorders.

2. **Recovery Management Pilot Program**

The Women's Recovery Association in collaboration with BHRS is offering San Mateo County women a unique one-year program for women who are seeking

addiction recovery services. This program is based on the concept that addiction treatment, like the treatment of any other disease, is best managed with primary care during the acute phase, followed by long-term recovery management support and regular check-ups.

The target populations eligible for the Recovery Management Project are women with histories of incarceration, homeless women and women with children under the age of six who are willing to make a commitment to receive services from WRA and to maintain contact with WRA for a period of one year.

Services provided during the one year project may include: residential and/or intensive outpatient substance abuse treatment, individual counseling, case management services, assistance meeting educational goals, assistance with meeting vocational goals, assistance with housing needs, aftercare groups, recovery case management, telephone counseling and supportive check-ups for one year. Additionally, there will be Addiction Severity Index (ASI) follow-up surveys to measure client change across each of the ASI domains with monetary incentives

3. Pathways Program

Contractor shall provide women's residential alcohol and drug treatment services/beds and/or perinatal residential alcohol and drug treatment services/beds on an as-available and as-needed basis in accordance to the instructions below. Referrals for the use of beds must come through BHRS Deputy Director or designee. In addition to the AOD Policy and Procedure Handbook contractor will provide the following:

a. Residential and Perinatal Alcohol and Drug Treatment Services

Contractor shall provide the following services which are part of Contractor's basic women's residential alcohol and drug treatment program:

- i. Refer all appropriate unemployed program participants to the Department of Rehabilitation for assessment, job training, and placement;
- ii. Review all medical needs of program participants and make appropriate referrals as required;
- iii. Provide aftercare services upon completion of Contractor's residential alcohol and drug treatment program. Such aftercare services shall include development of an aftercare plan with each program participant prior to the final phase of the treatment program; and

b. Transitional Living

Contractor shall operate a transitional living program at a minimum of the following guidelines:

- i. Treatment is not provided at Juniper House, but resident lodgers are required to engage in counseling with an experienced drug and alcohol counselor; seek mental health services and take medications as prescribed; attend aftercare or continuing care support groups as

- recommended and actively follow and update a continuing care / relapse prevention plan.
 - ii. Lodgers are encouraged to attend 12 step meetings daily for the first ninety days and three times per week thereafter; and work the 12 steps of recovery under the direction of a sponsor.
 - iii. All lodgers are expected to actively engage an activity of at least 20 hours per week, which could be school, employment, or volunteer work.
 - c. Intensive Outpatient Services Alcohol and Drug Treatment Services
 - i. Contractor shall provide three (3) hours a day of intensive nonresidential alcohol and drug treatment services. Such services shall be provided for clients three (3) to five (5) days per week as referred by the Mental Health Services Deputy Director or designee.
 - ii. Contractor shall provide the following services which are part of Contractor's basic women's intensive nonresidential alcohol and drug treatment program:
 - 1) Case coordination and referrals with other San Mateo County providers as necessary;
 - 2) Collateral services will be provided to family member including education on substance abuse behavior and lifestyle, along with educational meetings on how to give support to the family member in treatment;
 - 3) Opportunities will be provided for participants to engage in community involvement activities, encouraging them to be active in their community and in society. These activities may include community service;
 - 4) Aftercare services upon completion of Contractor's intensive nonresidential alcohol and drug treatment program. Such aftercare services shall include development of an aftercare plan with each program participant prior to the final phase of the treatment program.
 - d. Nonresidential Alcohol and Drug Treatment Services (Outpatient Services)
For each client referred to Contractor's nonresidential alcohol and drug treatment services Contractor shall provide:
 - i. Recovery-oriented group counseling. Program topics will include addiction and recovery, parenting skills, health issues, the twelve-step model of recovery, family dynamics, self-esteem, communication and conflict resolution, disease model of substance abuse, health issues, housing options, financial management, interviewing and job application skills, and ongoing educational workshops; and
 - ii. Two (2) hours of relapse prevention each month including ongoing program activities, group and individual support, education, and ongoing links to community services.
 - e. Contractor's representative shall participate three (3) hours a week in the Pathways for Women program meetings at a time and location determined

by the County.

- f. County staff will develop and maintain mental health client treatment plans, provide case management and medication support services, and work with Contractor to coordinate client transportation needs.

4. **Mental Health Clinic**

Contractor will provide the following mental health services in accordance with the requirements of the BHRS Documentation Handbook including additions and revisions, incorporated by reference herein. All services will be documented using Medi-Cal documentation rules.

- a. **Description of Program Services**

Mental Health gender specific co-occurring services will be provided by Women's Recovery Association (WRA) Mental Health Clinic. WRA provides trauma informed co-occurring services for clients with Mental Health and Substance Abuse conditions. Expected complex conditions of clients referred for treatment: severe emotional disorders, history of trauma, domestic violence, substance abuse, unstable housing, employment issues, treatment compliance issues, and medical issues.

Contractor will give priority admission to individuals who are referred by BHRS. The length of treatment may vary according to the specific need of each program participant however the services will typically last at least twelve (12) weeks. Contractor will provide the following services at mutually agreed upon location(s) in San Mateo County to individuals meeting eligibility criteria for Mental Health services.

- b. **Description of Mental Health Services**

Contractor will make services available a minimum of four (4) days per week. Mental health services including, but not limited to group services will be provided during Monday through Thursday. Clients may also attend psycho educational groups that address their substance use disorders. Groups with a primary focus on substance use will not be billed to Short Doyle Medi-Cal. Other mental health services and case management brokerage will be made available as needed.

Contractor will provide the following outpatient treatment services for program participants with co-occurring disorders, determined by medical need.

Intake and assessment, plan development, rehabilitation, group rehabilitation, therapy, group therapy, family therapy and collateral services:

- i. **Assessment:**

- This will be used to document the clinical analysis of the client's

current mental, emotional or behavioral condition. The assessment is designed to provide a current, accurate, functional diagnosis which will be utilized to develop a comprehensive interactive treatment plan with appropriate goals and interventions.

- ii. **Plan Development:**
This refers to development of strength based plans with the client and monitored throughout the clients treatment. The client will be involved in the setting of goals and subsequent review of their progress.
- iii. **Individual Therapy:**
Interventions will be included which primarily focus on symptom reduction as a means to improve functional capabilities and support client goal achievement. All therapeutic interventions will be strength –based, holistic, trauma informed and culturally sensitive.
- iv. **Group Therapy:**
These therapeutic interventions are offered to more than one client in a group setting. These groups may include but are not limited to: psychosocial rehabilitation, therapy, and symptom reduction.
- v. **Collateral Services:**
This service provides contact with any significant support person in the client's life. This may include, but is not limited to family members and others identified by the client. All contacts will focus on the client's issues and needs. Collateral services include helping the significant support persons to understand and accept the client's condition and involve them in the service planning and implementation of the service plan.
- vi. **Family Therapy:**
This service may be used when a client and one or more family members are present. The focus of this therapy is on the care and management of the client's mental health symptoms within the family dynamic.
- vii. **Rehabilitation Services:**
This service may be delivered by any clinical staff member to a client and/or the client's family, or to a group of clients. Rehabilitation services include assistance in improving, maintaining, or restoring functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, and/ or medication compliance. It also includes counseling of the client and/ or client's family including psychosocial education aimed at helping achieve the client's goals, and includes monitoring of medication

compliance by non-medical staff.

viii. Crisis Intervention:

When medically necessary, these services will be provided to or on behalf of a client. Such services are for conditions that, if left untreated present an imminent threat to the client or others. Crisis intervention is a service lasting less than twenty-four (24) hours. These services may include but are not limited to: assessment, collateral and therapy to address the immediate crisis.

ix. Targeted Case Management:

Service activities focus on client needs and strengths and assist a client to access needed medical, educational, social, prevocational, and rehabilitative or other needed community services. Case Management services may include but are not limited to the following:

- 1) Linkage and Coordination: Identification and pursuit of resources through interagency collaboration, monitoring of service delivery, and brokering necessary services.
- 2) 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 locating and securing an appropriate living environment, locating and securing funding, pre-placement visit(s), placement and placement follow-up, accessing services necessary to secure placement.

II. PRIORITY POPULATIONS

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

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

III. ADMINISTRATIVE REQUIREMENTS

Contractor will maintain compliance with requirements of the AOD Policy and Procedure Handbook including additions and revisions, by reference herein. The Handbook is located at <http://www.aodsystems.com/SMC/Index.htm>.

A. 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. Thus, Contractor will implement the following:

1. Standards of Care

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

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

- a. Contractor will develop and implement the activities and achieve the objectives described in the approved San Mateo county Alcohol and Other Drug (AOD) Standards of Care (SOC) implementation work plan.
- b. In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Handbook, including additions and revision, which is incorporated by reference herein.
- c. Contractor will report quarterly on SOC implementation progress to the assigned AOD Analyst.

2. Continuous Quality Improvement

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

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

3. Co-occurring Disorders
Contractor will work to improve treatment outcomes for complex clients by providing the following:
 - a. Contractor will participate as a Change Agent and will delegate participation in monthly activities to effect the changes necessary to maintain and enhance Co-occurring Disorders (COD) capability.
 - b. Contractor shall establish a COD work plan that continues to assess and address the needs of complex clients. This COD work plan may be a part of the Contractor's Quality Improvement program, Standards of Care Work 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 Mental Health Services Act (MHSA) funding to treat clients with COD shall comply with additional reporting requirements as outlined in the online AOD Policy and Procedure Handbook.

4. AVATAR Electronic Health Record
BHRS is transitioning to an electronic health record. Contractor will work collaboratively with BHRS in the design and implementation of the new system by:
 - a. Contractor will participate in the development, training, implementation and utilization of the required AVATAR system.
 - b. Contractor will maintain compliance with all documentation, reporting, billing and all other data requirements as required in the Alcohol and Other Drug (AOD) Policy and Procedure Handbook, including additions and revision, which is incorporated by reference herein.
 - c. Contractor will continue to use the DAISY data system for all reporting requirements until further notice is given by the AOD administrator.

B. 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. Medicaid Coverage Expansion (MCE)
Contractor will work in partnership with BHRS to provide substance use disorder treatment services to beneficiaries of MCE. All services will be delivered in compliance with BHRS policies and procedures found in the AOD Policy and Procedure Handbook and the BHRS Documentation Manual located at: <http://www.aodsystems.com/SMC/Index.htm>; and <http://www.co.sanmateo.ca.us/Attachments/health/pdfs/bhrs/ContractAgencies/BHRSDocManual.pdf>.
2. Other Revenue Enhancement
Contractor will work in conjunction with AOD to assess whether contracted agency is ready to expand services to Drug Medi-Cal, Minor Consent Medi-Cal, or other new revenues opportunities.

C. MCE PROGRAM REQUIREMENTS

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

D. CALWORKS PROGRAM REQUIREMENTS

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

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

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

E. CULTURAL COMPETENCY

1. Contractor is strongly encouraged to participate in any cultural competence efforts within BHRS and/or to send a representative to attend the Cultural Competence Council. For more information about the Cultural Competence Council, contact The Office of Diversity at 650-321-5352.
2. Contractor is strongly encouraged to ensure that all program staff receives at least one full day of training per year on some aspect of providing culturally and linguistically appropriate services. One full day of training is equivalent to at least 6 hours of training. Contractor shall submit to County annually a list of scheduled training(s) that include attending participants.
3. 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.

4. 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.

F. INELIGIBLE EMPLOYEES

1. Licensed Professional

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. All Employees

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

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

G. ADMINISTERING SATISFACTION SURVEYS

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

H. RETENTION OF RECORDS

Contractor shall have a written policy in all programs regarding the maintenance and disposal of client records. All records shall be stored in an appropriate confidential manner for not less than seven years from the date they are officially closed.

I. MENTAL HEALTH CLINIC ADMINISTRATIVE REQUIREMENTS

1. Paragraph 13 of the Agreement and Paragraph P.4. of Exhibit B

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

2. Contractor shall submit a copy of any licensing report issued by a licensing agency to BHRS AOD Director within 10 business days of Contractor's receipt of any such licensing report.
3. 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 Documentation Manual (as defined in Paragraph I.B. of this Exhibit A).
4. Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.
5. **Advances Directives**
Contractor will comply with County policies and procedures relating to advance directives.
6. **Beneficiary Rights**
Contractor will comply with County policies and procedures relating to beneficiary's rights and responsibilities.
7. **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.
8. **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.
9. **Compliance Plan and Code of Conduct**

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

**WOMEN'S RECOVERY ASSOCIATION
2011-2012
EXHIBIT "B"**

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

I. ALCOHOL AND DRUG TREATMENT AND RECOVERY SERVICES

A. FIXED RATE PAYMENTS

In full consideration of the funded alcohol and drug treatment and recovery services provided to clients who lack the necessary resources to pay for all, or part of these services themselves, the County will pay Contractor the total contract amount in twelve (12) monthly payments in a manner as outlined in the chart below. Upon timely submission of reports as outlined in the Alcohol and Other Drug Services (AOD) Policy and Procedure Handbook, the County will pay Contractor's monthly payment within (thirty) 30 days.

July 1, 2011- June 30, 2012

Services & Funding	Funding Amount	Monthly Funding Amount	Rate	Units Of Service per FY	# clients to be served	Slots
County Non Residential	\$25,991	\$2,166	\$80	325	25	6
NRC Perinatal Res	\$262,800	\$21,900	\$120	2190	18	6
NRC Residential Women's	\$225,570	\$18,798	\$103	2190	27	6
County Residential Family and Children	\$129,801	\$10,817	\$103	1260	14	4
SDMC & MCE - County Match -OP - IOP – RTP*	\$216,947	\$18,079				
CalWORKs**	\$42,279	\$3,523				
NRC Intensive Outpatient	\$26,805	\$2,234	\$120	223	8	2
County Intensive Outpatient	\$51,195	\$4,266	\$120	427	15	3
WRA Pilot	\$200,000	\$16,667	N/A	N/A	15	7
MHSA Co-Occurring Disorders Funds for Room and Board for Short-Doyle Medical Clients***	\$52,066	\$4,339				
TOTAL	\$1,233,454	\$102,788				

(*) SDMC \$46,947 & MCE \$170,000

(**) CalWORKS Modalities and Rates are equivalent to County modalities and rates.

(***)FMAP is based upon Secretary of Health and Human Services published percentage, incorporated herein by reference.

**Women's Recovery Association Mental Health Clinic
Fee For Services (FFS)
July 1, 2011 – June 30, 2012**

Services and Funding	Funding Amount	Rate	Units of Service per FY	# clients to be served
Short Doyle Medical (Federal Medical Assistance Percentages FMAP**)	\$46,947**	*		
Pathways***	\$145,000			
TOTAL (includes FMAP)	\$191,947			

*- Cost Reconciliation will be based upon State Maximum Allowance (SMA) rates, as established by the State Department of Mental Health, for FY 2011-12. Rates are per staff minute and are set in accordance with the SMA rates incorporated by reference herein.

**FMAP is based upon Secretary of Health and Human Services published percentage, incorporated herein by reference.

*** Fee for Service with Allocation. Modalities and Rates are described on page18.

The maximum fixed rate amount County shall be obligated to pay for services rendered under this Agreement shall not exceed \$1,233,454. Contractor shall be paid in twelve monthly payments of ONE HUNDRED TWO THOUSAND SEVEN HUNDRED EIGHTY EIGHT DOLLARS (\$102,788).

B. MCE MATCH AND FFP

1. MCE Rates

MCE service reimbursement requires unmatched local or state funding to match federal funds. This funding has been identified as "MCE County Match" within this Agreement. Federal reimbursement is based on current published Federal Financial Participation (FFP) rates. Rates shall be established subsequent to the agreement and shall be communicated to Contractor through an administrative memorandum that will be an attachment to the agreement.

2. MCE Maximum

MCE services described in Exhibit A, Section I.B.3 shall be funded by County match (50%) and by the Federal Financial Participation (50%). The 50% County match is included in the fixed rate payments. The FFP maximum shall not exceed ONE HUNDRED SEVENTY THOUSAND (\$170,000) DOLLARS for the period July 1, 2011 through June 30, 2012. The FFP shall be paid on a fee-for-service format based upon monthly invoices provided by the Contractor. FFP payments shall be 50% of the rates for MCE services. The maximum payment for MCE services, including both the County match and the FFP, shall not exceed \$340,000.

3. MCE Reporting and Reconciliation

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

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

Contractor shall submit to County a year-end billing report no later than ninety

(90) days after the end of each fiscal year (June 30th). This report will include a final determination of eligibility for MCE services and will be the basis for an annual reconciliation.

Reports and invoices shall be sent to:
AOD Program Analyst
400 Harbor Blvd. Bldg E
Belmont, CA 94088

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

If the final reconciliation shows that services were provided to MCE eligible clients for which MCE payment was not made, County shall pay Contractor for services delivered at the MCE rate included herein. In any case, the maximum payment shall not exceed the Agreement maximum as established in Paragraph I.A. of this Exhibit B.

4. Billing

MCE services will be billed and reimbursed in accordance with the AOD Policy and Procedure Handbook and the BHRS Documentation Handbook. County funded MCE match is paid on a fixed rate basis and will be reconciled to the actual service billed on a quarterly basis. Federal Financial Participation (FFP) reimbursement rates are based on the established MCE rates. County funding is required to meet local FFP match requirements. In the event that Contractor fails to meet contractual obligations in MCE service delivery and billing, BHRS may suspend or withhold payment. In the event that Contractor exceeds billing target, an amendment will be required, at the County option to identify funds for County match requirement and to increase FFP revenues. Service specific reimbursement rates for FY11/12 are pending approval of San Mateo County's Low Income Health Program application and, upon approval, shall be communicated to Contractor through an administrative memorandum that will serve as an amendment to the agreement.

5. MCE Disallowances

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

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

C. VARIABLE RATE /FEE FOR SERVICE

In full consideration of the fee for service funded alcohol and drug treatment services provided to individuals who lack the necessary resources to pay for all, or

part of these services themselves and are referred by the County, the County shall pay for such services rendered under this Agreement. Payment shall not exceed the aggregate amounts stated in Section 3. Payments – Maximum Amount, in the main body of this Agreement.

July 1, 2011- June 30, 2012

Funding Source	Service	Unit Rate
CDCI , DCP, and CalEMA Grant Funded Services	Individual /Group Session	\$50.00 Per Staff Hour
	Day Treatment	\$120.00 Per Day
	Residential	\$90.00 Per Bed Day
	Residential – Perinatal	\$120.00 Per Bed Day
	Residential - Child	\$102.00 Per Bed Day
	Aftercare Treatment	\$40.00 Per Staff Hour
	Sober Living Environment	\$22.00 Per Bed Day
	Drug Test	\$30.00 Per Screen
Ryan White Funded Services	Outpatient	\$50.00 Per Staff Hour
	Day Treatment	\$120.00 Per Day
	Residential	\$90.00 Per Bed Day
Achieve 180	Outpatient	\$50.00 Per Staff Hour
	Day Treatment	\$120.00 Per Visit Day
	Residential	\$90.00 Per Bed Day

1. CDCI , DCP, and Cal-EMA Grant Funded Services
 - Services shall be as follows:
 - a. Outpatient Treatment Services
 - i. One (1) hour individual and/or group counseling session provided for CDCI/DCP/Cal-EMA funded outpatient alcohol and drug treatment and recovery services.
 - b. Day Treatment Services

Day Treatment Services per individual for each visit day provided for CDCI/DCP/Cal-EMA funded alcohol and drug day treatment and recovery services.
 - c. Aftercare Treatment Services

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

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

Bed days provided for Drug Court referred individuals for ninety (90) days alcohol and drug treatment and recovery services, including food, shelter and other basic needs. Provision of services beyond ninety (90) days requires prior written authorization from AOD.
 - f. Perinatal Residential

Bed days provided for Drug Court referred individuals and their child(ren)

for ninety (90) days alcohol and drug treatment and recovery services, including food, shelter and other basic needs. Services shall be provided at Hillside House.

- g. Sober Living Environment Services
\$22.00 per bed day provided for CDCI/DCP funded sober living environment services. The individual receiving services will be charged a co-payment of \$330.00 per month. The first month's co-payment will be due on the day of move-in, and each subsequent co-payment will be due on the 1st of each month. Co-payments will be pro-rated if client does not receive services for the entire month.

2. Ryan White CARE Act Funded Services

- a. Outpatient Treatment Services
One (1) hour group for each individual and or/group counseling session provided by Ryan White CARE Act funded outpatient alcohol and drug treatment and recovery services.
- b. Residential Treatment Services
Bed day provided for Ryan White CARE Act funded outpatient alcohol and drug treatment and recovery services, including food, shelter and other basic needs.
- c. Day Treatment Services
Day Treatment Services per individual for each visit day provided for funded alcohol and drug day treatment and recovery services. A minimum of three (3) hours of service is required per day and nine (9) hours per week.

3. Achieve 180 Re-Entry Services

Services shall be as follows:

- a. Outpatient Treatment
 - i. One and one half (1½) hour group counseling session per individual provided within the approved treatment period for Achieve 180 Re-Entry funded outpatient alcohol and drug treatment and recovery services.
 - ii. One half (1/2) hour individual counseling session per individual provided within the approved treatment period for Achieve 180 Re-Entry funded outpatient alcohol and drug treatment and recovery services.
- b. Day Treatment
Day treatment services per individual for each visit day provided within the approved treatment period for Achieve 180 Re-Entry funded alcohol and drug day treatment and recovery services.
- c. Residential Treatment
Residential services per individual for each bed day provided within the approved treatment period for Achieve 180 Re-Entry funded alcohol and drug day treatment and recovery services.

D. VARIABLE RATE /FEE FOR SERVICE WITH ALLOCATION

1. PATHWAYS PROGRAM

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein. In full consideration of the Pathways Program services provided by Contractor, County shall allocate contractor a maximum of \$145,000 for the Pathways Program for the term of

the Agreement.

Maximum amounts for specific services rendered by Contractor shall be as follows:

\$8,000 for Outpatient Treatment Services;

\$14,000 for Intensive Outpatient Treatment Services;

\$99,000 for Residential Treatment Services; and

\$18,000 for Sober Living Environment (SLE) Services.

\$6,000 to Subsidize Perinatal Treatment

July 1, 2011- June 30, 2012

Funding Source	Service	Unit Rate
Pathways Program	Individual / Group Session	\$38.70 Per Staff Hour
	Intensive Outpatient	\$ 116.00 Per Day
	Residential	\$135.00 Per Bed Day
	SLE	\$22.00/\$30.00 Per Bed Day

2. **MENTAL HEALTH CLINIC**

All Short-Doyle MediCal rates are based on the State Maximum Allowance (SMA), as established by the California Department of Mental Health. In the event of a decrease in the SMA for services provided pursuant to this Agreement, Contractor agrees to either accept rate(s) not to exceed the SMA or to discontinue provision of these services as of the effective date for the new rate(s). Cost Reconciliation will be based upon State Maximum Allowance (SMA) rates, as established by the State Department of Mental Health, for FY 2010-11. It is agreed the rate(s) will be changed to the SMA. In no event shall the compensation rate(s) for services under this Agreement exceed the SMA.

The Federal Medical Assistance Percentage medical reimbursable services (FMAP) are used in determining the amount of Federal Financial Participation funds. The Social Security Act requires the Secretary of Health and Human Services to calculate and publish the FMAP each year. Services will be reimbursed in accordance with the current published FMAP incorporated by reference herein

- a. Maximum Federal Financial Participation revenue is FORTY SIX THOUSAND NINE HUNDRED FORTY SEVEN DOLLARS (\$46,947). If contractor does not meet target revenues, BHRS Mental Health funds may be held until target is met.
- b. 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.
- c. In the event this Agreement is terminated prior to June 30, 2012, 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 the Chief's designee.

E. 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.
2. The summary ("Summary") shall include data on caseload, units of service, type of housing provided, vacancy rate, and other evaluative information as requested by County. Such Summary will accompany the invoice described above. The Summary shall become incorporated into an annual fiscal year end report.
3. 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) or electronic format which provide detailed description of services provided including but not limited to: client name, mental health ID#, service date, and type of service provided and duration of service (days/hour/minute format).
4. County reserves the right to change the Service Report Forms, Summary, instructions, and/or require the Contractor to modify their description of services as the County deems necessary.

F. 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 the Chief's designee.

G. 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.

H. COUNTY MAY WITHHOLD PAYMENT

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 BHRIS Quality Improvement Manager. Contractor shall meet quarterly with County contract monitor, as designated by the BHRIS Deputy Director, Adult and Older Adults, to review documentation and billing reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies.

I. COST REPORT AND COST RECONCILIATION

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. Cost Reconciliation - If the annual Cost Report provided to County shows that total payment to Contractor exceed the total actual 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 BHRS Director or the Director's designee.
3. Where discrepancies between costs and charges are found on the Cost Report to County, Contractor shall make a single payment to County when the total charges exceed the total actual costs for all of the services rendered to eligible clients during the reporting period. Likewise, a single payment shall be made to Contractor by County when the total actual costs exceed the total charges made for all of the services rendered to eligible clients during the reporting period and shall not exceed the total amount in Paragraph E-1 of this Exhibit B.

J. ELECTION OF THIRD PARTY BILLING PROCESS

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

1. Option One
 - a. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through this Agreement. Within ten (10) days of the end of each month, Contractor shall provide to County copies of the Explanation of Benefits or other remittance advice for every third-party payment and/or denial of such third-party payments for services provided by Contractor during such month. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph M 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 M 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.

K. 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.

L. REQUIRED FISCAL DOCUMENTATION

- 1 Contractor's annual budget, and line item narrative justification covering all contracted services under this Agreement is subject to review and approval by the San Mateo County Alcohol and Other Drug Services program liaison for each fiscal year.
2. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Policy and Procedure Handbook.

M. 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.

N. EARLY TERMINATION

In the event this Agreement is terminated prior to June 30, 2012, 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.

O. 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.

P. CLAIMS/INVOICE CERTIFICATION AND PROGRAM INTEGRITY

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
2. Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

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

Executed at _____ California, on _____, 20__

Signed _____ Title _____

Agency _____”

3. The certification shall attest to the following for each beneficiary with services included in the claim:
 - a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
 - b. The beneficiary was eligible to receive services described in Exhibit A of this Agreement at the time the services were provided to the beneficiary.

- c. The services included in the claim were actually provided to the beneficiary.
 - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
 - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.
 - f. For each beneficiary with specialty mental health services included in the claim, all requirements for Contractor payment authorization for specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
 - g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
4. Except as provided in Paragraph III.A. of Exhibit A relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health 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.

**CONTRACTOR'S DECLARATION FORM
COUNTY OF SAN MATEO
WOMEN'S RECOVERY ASSOCIATION
July 1, 2011 through June 30, 2012**

I. CONTRACTOR INFORMATION

Contractor Name:	Women's Recovery Association	Phone:	(650) 348-6603
Contact Person:	Executive Director	Fax:	(650) 348-0615
Address:	Laurie Wetzel, Executive Director 1450 Chaplin Ave, 1 st Floor Burlingame, CA 94010		

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.

Signature Name

Date Title

ATTACHMENT E

FINGERPRINTING CERTIFICATION

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

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

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

Women's Recovery Association
Name of Contractor

Signature of Authorized Official

Name (please print)

Executive Director
Title (please print)

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.

Women's Recovery Association
Name of 504 Person - Type or Print

Women's Recovery Association
Name of Contractor(s) - Type or Print

1450 Chapin Avenue
Street Address or P.O. Box

Burlingame, CA 94010
City, State, Zip Code

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

Signature

Title of Authorized Official

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:	Women's Recovery Association	Phone:	1-(650)-348-6603, (Ext. 201)
Contact Person:	Laurie Wetzel, Executive Director	Fax:	1-(650)-348-0615
Address:	1450 Chapin Avenue Burlingame, CA 94010	Email:	

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.

Signature

Name

Date

Title

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

THIS AGREEMENT, entered into this _____ day of _____ ,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called
"County," and ASIAN AMERICAN RECOVERY SERVICES, 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 drug treatment and prevention services.

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

- Exhibit A—Services
- Exhibit B—Payments and rates
- Attachment E—Fingerprint Compliance 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

Maximum Amount

The County's total fiscal obligation for the aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement shall not exceed ONE MILLION THREE HUNDRED SEVENTY-ONE THOUSAND SEVEN HUNDRED FIFTEEN DOLLARS (\$1,371,715). The maximum aggregate amount is EIGHT HUNDRED TWO THOUSAND ONE HUNDRED SEVENTY-EIGHT DOLLARS (\$802,178). The County's total fiscal obligation for the fixed amount shall not exceed FIVE HUNDRED SIXTY-NINE THOUSAND FIVE HUNDRED THIRTY SEVEN DOLLARS (\$569,537).

a. Rates, Amounts and Terms of Payment

The amounts, rates and terms of payment shall be specified in the Exhibits, the Alcohol and Other Drug Services Policy and Procedure Manual and Attachments to this Agreement. Any rate increase is subject to the approval of the Chief of the Health System or the Chief's designee, and shall not be binding on County unless so approved in writing.

b. In no event shall the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Chief of the Health System or the Chief's designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, the Chief, or designee shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

c. Time Limit for Submitting Invoices

Contractor shall submit an invoice for services to County in accordance with the provisions of the Exhibits and Attachments herein. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier. To ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided no later than the tenth (10th) day of each month.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2011 through June 30, 2012.

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

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

5. Availability of Funds

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

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

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

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

8. Assignability and Subcontracting

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

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

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

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

Such insurance shall include:

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

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

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

10. Compliance with laws; payment of Permits/Licenses

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

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

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

11. Non-Discrimination and Other Requirements

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

- B. General non-discrimination. No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. Equal employment opportunity. Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. Violation of Non-discrimination provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. Compliance with Equal Benefits Ordinance. With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

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

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

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

14. Merger Clause

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

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

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

In the case of County, to:
San Mateo County
Behavioral Health and Recovery Services
227 37th Avenue
San Mateo, CA 94403

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

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

Signature page to follow.

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

ASIAN AMERICAN RECOVERY SERVICES

Contractor's Signature

Date: _____

ASIAN AMERICAN RECOVERY SERVICES
EXHIBIT A – SERVICES
FY 2011-2012

In consideration of the payments set forth in Exhibit “B”, Contractor shall provide the following alcohol and drug treatment services at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Exhibit A.

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. COMMUNITY-BASED PARTNERSHIP

The Contractor will be the lead/fiscal agency for the Community-Based Partnership for the prevention of alcohol and other drug-related problems in Daly City and Pacifica in San Mateo County.

1. General Requirements

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

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

- a. Contractor will develop a Work Plan in collaboration with the Community-Based Partnership, based on the Partnership’s assessment of community-level conditions, priorities, and capacity with respect to alcohol and other drug issues.
- b. Contractor will develop a Budget in consultation with the Community-Based Partnership. The Budget must be consistent with the scope of work reflected in the Work Plan and shall include a 20% in-kind match.
- c. Contractor’s Work Plan and Budget must be approved by the AOD Administrator or designee. The approved Work Plan and Budget are hereby incorporated by reference. Work Plan requirements include, but are not limited to:
 - i. Work Plan shall align with the Behavioral Health and Recovery Services Prevention Framework and the Alcohol and Other Drug Services Strategic Prevention Framework. These documents are located in the Alcohol and Other Drug Services Provider Handbook described in Section I of Exhibit A.
 - ii. Work Plan objectives shall be identified and strategies shall be developed with community input, and based upon local data. Strategies shall seek to impact community systems. Work Plan shall address the five (5) steps in the Strategic Prevention Framework:

Assessment, Capacity, Planning, Implementation, and Evaluation.

- iii. Objectives must be specific and measurable with strategies and activities appropriate to achieve objectives.
 - iv. Changes to the Work Plan and/or corresponding Budget must be negotiated collaboratively with the Community-Based Partnership and County AOD. Work Plan modifications are subject to approval by the County AOD Administrator or designee.
3. Work Plan Implementation
- a. Contractor shall implement Work Plan strategies and activities to achieve Work Plan objectives.
 - b. Contractor shall include the County AOD Analyst in the meetings of the Community-Based Partnership to provide technical assistance consultation and to monitor progress towards accomplishing the objectives described in the Work Plan.
4. Participation in Alcohol and Other Drug Sponsored Activities
- a. Contractor shall participate in AOD sponsored and recommended training, and technical assistance opportunities, and in county-wide level networking meetings and events, and shall encourage community partners to participate as well.
5. Lead Agency Administrative and Reporting Requirements
- CalOMS Prevention Data Collection and Reporting
- a. Enter data on a regular basis (as services occur) documenting the Community-Based Partnership's implementation activities into the California Department of Alcohol and Drug Program's web-based Outcomes Measurement System for Prevention (CalOMS Pv) Data System and in accordance with the requirements of the Alcohol and Other Drug Services Provider Handbook, located online at: <http://www.aodsystems.com/SMC/Index.htm>.
 - b. The quantity and quality of CalOMS Pv data input should accurately and adequately reflect the amount of funding, time, and effort devoted to implementation of the Work Plan. The link to the Web-based CalOMS Prevention data system is: <https://kitservices1.kithost.net/calomspv/pSystem.aspx>.
 - c. Communicate with County AOD staff regarding CalOMS Pv data review and comply with County AOD staff requests for data corrections and/or changes.
6. Implementation Progress Reporting
- a. Maintain documentation of all Work Plan activities.
 - b. Contractor shall document Work Plan progress, including successes, challenges, participation by community residents, youth, and other sector

representatives, and timeliness.

- i. Provide a written quarterly progress update to the assigned AOD Analyst in a format provided by the County AOD Administrator or designee.

7. Financial and Units of Service Reporting

- a. Submit the Quarterly Expense, Revenue, and Units of Service Report, Year-end Cost Report, and Agency Audit to the assigned AOD Analyst in accordance with the requirements of the Alcohol and Other Drug Services Provider Handbook, located online at: <http://www.aodsystems.com/SMC/Index.htm>.
- b. Report hours of staff availability dedicated to alcohol and other drug community-based prevention activities and efforts, including preparation time and record keeping time, for each fiscal year. Annual hours of staff availability are determined based upon the following formula: 1 FTE = 1,787 hours of staff availability.

B. FIXED RATE SERVICES

A description of the following services is outlined in the AOD Policy and Procedure Handbook located at: <http://www.aodsystems.com/SMC/Index.htm>.

1. NRC Outpatient Treatment
2. County Funded Day Treatment
3. County Funded Outpatient
4. County Funded MCE Match

C. FEE FOR SERVICE

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure 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 Policy and Procedure Handbook.

1. Comprehensive Drug Court Implementations (CDCI) Grant, Drug Court Partnership (DCP) Grant, and Cal-EMA Grant funded Services
 - a. Outpatient Treatment Services
 - b. Day Treatment
 - c. Drug Testing
 - d. After Care
2. Achieve 180 Re-Entry Services
 - a. Outpatient Treatment Services
 - b. Day Treatment
3. Ryan White CARE Act Funded Services
 - a. Outpatient Treatment Services
 - b. Day Treatment
4. Medicaid Coverage Expansion (MCE) Health Coverage
Effective July 1, 2011, Behavioral Health & Recovery Services (BHRS) will, at its discretion, reimburse Contractor for services provided to Medicaid Coverage

Expansion (MCE) beneficiaries. MCE is a fee-for-service health coverage that has the potential to expand fee-for-service billing and revenue. Substance use treatment modalities provided under the MCE program include:

- a. Outpatient Services
- b. Intensive Outpatient Services
- c. Treatment Readiness/Pre-Treatment Services
- d. Recovery Management/Continuing Care Services

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

D. DESCRIPTION OF UNIQUE PROGRAM SERVICES

Contractor shall provide Adult Outpatient and Adult Day Treatment Services as appropriate in compliance with the requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated herein. The standard 90 day programs and schedules are described below. Programming and schedules may vary to accommodate client need. The standard Day Treatment and Outpatient Programs shall be 90 days each.

1. Adult Outpatient

The Outpatient Treatment shall be conducted as an open group. Topics will include: stages of use, triggers, challenges, honesty, building trust, exercises (breathing), anger management, rebuilding relationships, making changes/stages of change, self-care, holiday stress, 12 steps, thinking – feeling – doing, guilt and shame, motivation for recovery, relapse, reducing stress, healthy coping. The following are the requirements for the open groups:

- a. Each client shall be assigned a primary case manager.
- b. Each client shall participate in 2 groups and 1 individual session per week.
- c. Program shall be available Monday and Friday evenings, 5:30-7:30.
- d. Process group on Monday, Psycho Education on Friday, followed by UA testing as appropriate.
- e. Monthly drug-free activity (bowling, etc.) and holiday parties include both Outpatient and Day Treatment.
- f. Primary approach is Motivational Interviewing – about 80%. Curriculum topics from Matrix are utilized.
- g. Drug free activity brings both programs together

2. Adult Day Treatment

Each client shall be assigned a primary case manager. Program shall be available Monday – Friday 9-12. The standard programming for Day Treatment will include:

Monday – Relapse Prevention 1.5 hours; yoga 1.5 hours
Tuesday – 12 steps 1.5 hours; acupuncture 1.5 hours
Tuesday – Lunch (all are welcome including all current Outpatient and Day Treatment clients and program graduates)
Wednesday – Process group
Thursday – Skills development (Social skills / games) and individual sessions (individuals are 30 minutes to 1 hour depending on need)
Friday – Marathon Psycho Education

Drug-free activity, such as bowling, shall bring both programs (Adult Outpatient, and Adult Day Treatment) together.

II. PRIORITY POPULATIONS

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

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

III. ADMINISTRATIVE REQUIREMENTS

Contractor will maintain compliance with requirements of the AOD Policy and Procedure Handbook including additions and revisions, by reference herein. The Handbook is located at <http://www.aodsystems.com/SMC/Index.htm>.

A. 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. Thus, Contractor will implement the following:

1. Standards of Care

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

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

- a. Contractor will develop and implement the activities and achieve the objectives described in the approved San Mateo county Alcohol and Other Drug (AOD) Standards of Care (SOC) implementation work plan.
- b. In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Handbook, including additions and revision, which is incorporated by reference herein.

- c. Contractor will report quarterly on SOC implementation progress to the assigned AOD Analyst.
2. Continuous Quality Improvement

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

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

Contractor will work to improve treatment outcomes for complex clients by providing the following:

 - a. Contractor will participate as a Change Agent and will delegate participation in monthly activities to effect the changes necessary to maintain and enhance Co-occurring Disorders (COD) capability.
 - b. Contractor shall establish a COD work plan that continues to assess and address the needs of complex clients. This COD work plan may be a part of the Contractor's Quality Improvement program, Standards of Care Work 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 Mental Health Services Act (MHSA) funding to treat clients with COD shall comply with additional reporting requirements as outlined in the online AOD Policy and Procedure Handbook.
4. AVATAR Electronic Health Record

BHRS is transitioning to an electronic health record. Contractor will work collaboratively with BHRS in the design and implementation of the new system by:

 - a. Contractor will participate in the development, training, implementation and utilization of the required AVATAR system.
 - b. Contractor will maintain compliance with all documentation, reporting, billing and all other data requirements as required in the Alcohol and Other Drug (AOD) Policy and Procedure Handbook, including additions and revision, which is incorporated by reference herein.
 - c. Contractor will continue to use the DAISY data system for all reporting

requirements until further notice is given by the AOD administrator.

B. 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. Medicaid Coverage Expansion (MCE)

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

2. Other Revenue Enhancement

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

C. MCE PROGRAM REQUIREMENTS

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

D. CULTURAL COMPETENCY

1. Contractor is strongly encouraged to participate in any cultural competence efforts within BHRS and/or to send a representative to attend the Cultural Competence Council. For more information about the Cultural Competence Council, contact The Office of Diversity at 650-321-5352.
2. Contractor is strongly encouraged to ensure that all program staff shall receive at least one full day of training per year on some aspect of providing culturally and linguistically appropriate services. One full day of training is equivalent to at least six (6) hours of training. Contractor shall submit to County annually a list of scheduled training(s) that include attending participants.
3. 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.

4. 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.

E. INELIGIBLE EMPLOYEES

1. Licensed Professional

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. All Employees

Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services (CDHS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: http://files.medi-cal.ca.gov/pubsdoco/publications/bulletins/part1/part1bull_1.asp

F. ADMINISTERING SATISFACTION SURVEYS

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

G. RETENTION OF RECORDS

Contractor shall have a written policy in all programs regarding the maintenance and disposal of client records. All records shall be stored in an appropriate confidential manner for not less than seven (7) years from the date they are officially closed.

ASIAN AMERICAN RECOVERY SERVICES
EXHIBIT B – PAYMENTS AND RATES
FY 2011-2012

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

I. ALCOHOL AND DRUG PREVENTION, TREATMENT AND RECOVERY SERVICES

A. FIXED RATE PAYMENTS

In full consideration of the funded alcohol and drug treatment and recovery services provided to clients who lack the necessary resources to pay for all, or part of these services themselves, the County will pay Contractor the total contract amount in twelve (12) monthly payments in a manner as outlined in the chart below. Upon timely submission of reports as outlined in the Alcohol and Other Drug Services (AOD) Policy and Procedure Handbook, the County will pay Contractor's monthly payment within (thirty) 30 days.

July 1, 2011- June 30, 2012

Services	Funding Amount	Monthly Funding Amount	Rate	Units Of Service per FY	# clients to be served	Slots
NRC Prevention	\$150,000	\$12,500				
NRC Outpatient	\$101,589	\$8,466	\$45.43	2,236	22	
County Funded Day Treatment	\$149,496	\$12,458	\$161.74	924	15	
County Funded Outpatient	\$86,052	\$7,171	\$45.43	1,894	18	
County Funded MCE Match	\$41,200	\$3,433				
TOTAL	\$528,337	\$44,028				

The maximum fixed rate amount County shall be obligated to pay for services rendered under this Agreement shall not exceed FIVE HUNDRED TWENTY-EIGHT THOUSAND THREE HUNDRED THIRTY SEVEN DOLLARS (\$528,337). Contractor shall be paid in twelve monthly payments of FORTY-EIGHT THOUSAND TWENTY-EIGHT DOLLARS (\$44,028).

C. MCE MATCH AND FEDERAL FINANCIAL PARTICIPATION (FFP)

1. MCE Rates

Rates shall be established subsequent to the agreement and shall be communicated to Contractor through an administrative memorandum that will be an attachment to the agreement.

2. MCE Maximum

MCE services described in Exhibit A, Section I.B.3 shall be funded by County match (50%) and by the Federal Financial Participation (50%). The 50% County match is included in the fixed rate payments. The FFP maximum shall not exceed FORTY-ONE THOUSAND TWO HUNDRED DOLLARS (\$41,200) for the period July 1, 2011 through June 30, 2012. The FFP shall be paid on a fee-for-service format based upon monthly invoices provided by the Contractor. FFP payments shall be 50% of the rates for MCE services. The maximum payment for MCE services, including both the County match and the FFP, shall not exceed EIGHTY-TWO THOUSAND FOUR HUNDRED DOLLARS (\$82,400).

3. MCE Reporting and Reconciliation

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

1. Total units of service
2. Services delivered

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

Reports and invoices shall be sent to:

AOD Program Analyst
400 Harbor Blvd., Building E
Belmont, CA 94002

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

If the final reconciliation shows that services were provided to MCE eligible clients for which MCE payment was not made, County shall pay Contractor for services delivered at the MCE rate included herein. In any case, the maximum payment shall not exceed the Agreement maximum as established in Paragraph I.A. of this Exhibit B.

4. Billing

MCE services will be billed and reimbursed in accordance with the AOD Policy and Procedure Handbook and the BHRS Documentation Handbook. County funded MCE match is paid on a fixed rate basis and will be reconciled to the actual service billed on a quarterly basis. Federal Financial Participation (FFP) reimbursement rates are based on the established MCE rates. County funding is required to meet local FFP match requirements. In the event that Contractor fails to meet contractual obligations in MCE service delivery and billing, BHRS may suspend or withhold payment. In the event that Contractor exceeds billing target, an amendment will be required to identify funds for County match requirement and to increase FFP revenues. Service specific reimbursement rates for FY11/12 are pending approval of San Mateo County's Low Income Health Program application and, upon approval, shall be communicated to Contractor through an administrative memorandum that will serve as an amendment to the agreement.

5. MCE Disallowances

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

FFP paid for disallowed services, or Contractor shall reimburse the County.

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

D. VARIABLE RATE /FEE FOR SERVICE

In full consideration of the fee for service funded alcohol and drug treatment services provided to individuals who lack the necessary resources to pay for all, or part of these services themselves and are referred by the County, the County shall pay for such services rendered under this Agreement. Payment shall not exceed the aggregate amounts stated in Section 3. Payments – Maximum Amount, in the main body of this Agreement.

July 1, 2011- June 30, 2012

Funding Source	Service	Unit Rate
CDCI , DCP, and Cal-EMA Grant Funded Services*	Individual / Group Session	\$ 50.00 Per Staff Hour
	Day Treatment	\$120.00 Per Day
	Aftercare	\$ 40.00 Per Hour
	Drug Test	\$ 30.00 Per Screen
Achieve 180*	Outpatient	\$ 50.00 Per Staff Hour
	Day Treatment	\$120.00 Per Day
Ryan White	Outpatient	\$ 50.00 Per Staff Hour
	Day Treatment	\$120.00 Per Day

1. CDCI , DCP, and Cal-EMA Grant Funded Services

Services shall be as follows:

a. Outpatient Treatment Services

- i. One (1) hour individual and/or group counseling session provided for CDCI/DCP/Cal-EMA funded outpatient alcohol and drug treatment and recovery services.
- ii. Day Treatment Services per individual for each visit day provided for CDCI/DCP/Cal-EMA funded alcohol and drug day treatment and recovery services.
- iii. Aftercare Treatment Services per individual for each one (1) hour group counseling session provided for CDCI/DCP/Cal-EMA funded aftercare alcohol and drug treatment and recovery services.
- iv. CalEMA term is July 1, 2011 through December 31, 2011.

b. Drug Testing

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

2. Achieve 180 Re-Entry Services

Services shall be as follows:

a. Outpatient Treatment

- i. One and one half (1½) hour group counseling session per individual provided within the approved treatment period for Achieve 180 Re-Entry funded outpatient alcohol and drug treatment and recovery services.
- ii. One half (1/2) hour individual counseling session per individual

provided within the approved treatment period for Achieve 180 Re-Entry funded outpatient alcohol and drug treatment and recovery services.

b. Day Treatment

Day treatment services per individual for each visit day provided within the approved treatment period for Achieve 180 Re-Entry funded alcohol and drug day treatment and recovery services.

E. REQUIRED FISCAL DOCUMENTATION

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

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. EARLY TERMINATION

In the event this Agreement is terminated prior to June 30, 2012, 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.

H. 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.

I. CLAIMS/INVOICE CERTIFICATION AND PROGRAM INTEGRITY

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
2. Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

"Under the penalty of perjury under the laws of the State of California, I hereby

certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at _____ California, on _____, 20__

Signed _____ Title _____

Agency _____”

ATTACHMENT E

FINGERPRINTING CERTIFICATION

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

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

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

Name of Contractor

Signature of Authorized Official

Name (please print)

Title (please print)

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. (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.

Name of 504 Person - Type or Print

Asian American Recovery Services

Name of Contractor(s) - Type or Print

1115 Mission Road

Street Address or P.O. Box

South San Francisco, CA 94080

City, State, Zip Code

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

Signature

Title of Authorized Official

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:	Tony Duong	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.

Signature

Name

Date

Title

CONTRACTOR CONTACT INFORMATION SHEET
San Mateo County Behavioral Health and Recovery Services

Contractor Name: Asian American Recovery Services

Address: 1115 Mission Road, South San Francisco, CA 94080

Phone: 415-541-9285 Fax: 415-541-9986

Please provide the name and contact information for the individual responsible for each area below.

Contract Approval: _____ Phone: _____

Fax: _____ E-mail: _____

Address (if different than above): _____

Clinical Services/Documentation: _____ Phone: _____

Fax: _____ E-mail: _____

Address (if different than above): _____

Performance Outcome Data: _____ Phone: _____

Fax: _____ E-mail: _____

Address (if different than above): _____

Billing: _____ Phone: _____

Fax: _____ E-mail: _____

Address (if different than above): _____

Cost Report: _____ Phone: _____

Fax: _____ E-mail: _____

Address (if different than above): _____

Request for Taxpayer Identification Number and Certification

**Give form to the
 requester. Do not
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) > <input type="checkbox"/> Other (see instructions) >	
	<input type="checkbox"/> Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
or
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person >	Date >
------------------	----------------------------	--------

FOR COUNTY DEPARTMENT USE ONLY

I approve this addition of a new PEID/vendor record or requested changes to existing PEID record.

Date Requested: _____

Requester Name: _____

Authorized A/P Approver Signature: _____

SAN MATEO COUNTY
HEALTH SYSTEM

DECLARATION OF NOTICE OF CONFIDENTIALITY

As an employee, contractor, or associate of San Mateo County Health System, I agree to the following as evidenced by my signature affixed below:

I will not disclose or otherwise discuss Health System patients or clients, their conditions, treatments or status, even if they are known to me personally, with anyone, except to carry out my assigned duties associated with their proper care or treatment.

I will not release information to anyone concerning the financial, medical, or social status of Health System patients or clients which has not first been authorized according to written Health System policies, federal or state regulation, or otherwise properly ordered by legal authorities.

I will not, at any time or under any circumstances, disclose or share any Health System assigned computer system User Identification or password to anyone.

I will not tamper with any Health System computer system to gain unauthorized access to the network or information contained there.

I will take all reasonable care to prevent the unauthorized use, disclosure or availability of confidential and/or proprietary information through unattended screen displays or by mishandling of system generated output, regardless of its form.

I acknowledge that the Health System retains the right to monitor and/or review, at any time and without cause, any access to the Health System computer services for evidence of tampering or misuse, and may, at its sole discretion, suspend or terminate the Health System computer privileges pending administrative review.

I agree to adhere to policies concerning the Health System's computer services and understand that any misconduct and/or breaches of confidentiality expressly described herein may be grounds for immediate suspension of computer privileges. In addition, Health System's administrative actions, up to and including termination of employment or contract may result. Additionally, violation of any applicable civil or criminal statutes by the disclosure of confidential material or information or other misuse of the computer system will be prosecuted to the fullest extent of the law.

Employee or Contractor Signature

Date Signed

Print Employee or Contractor
First Name, Middle Name, and Last Name

Supervisor Signature

Employee or Contractor Title

Location/Contract Agency

ASIAN AMERICAN RECOVERY SERVICES
EXHIBIT A – SERVICES
FY 2011-2012

In consideration of the payments set forth in Exhibit “B”, Contractor shall provide the following alcohol and drug treatment services at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Exhibit A.

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. COMMUNITY-BASED PARTNERSHIP

The Contractor will be the lead/fiscal agency for the Community-Based Partnership for the prevention of alcohol and other drug-related problems in Daly City and Pacifica in San Mateo County.

1. General Requirements

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

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

- a. Contractor will develop a Work Plan in collaboration with the Community-Based Partnership, based on the Partnership’s assessment of community-level conditions, priorities, and capacity with respect to alcohol and other drug issues.
- b. Contractor will develop a Budget in consultation with the Community-Based Partnership. The Budget must be consistent with the scope of work reflected in the Work Plan and shall include a 20% in-kind match.
- c. Contractor’s Work Plan and Budget must be approved by the AOD Administrator or designee. The approved Work Plan and Budget are hereby incorporated by reference. Work Plan requirements include, but are not limited to:
 - i. Work Plan shall align with the Behavioral Health and Recovery Services Prevention Framework and the Alcohol and Other Drug Services Strategic Prevention Framework. These documents are located in the Alcohol and Other Drug Services Provider Handbook described in Section I of Exhibit A.
 - ii. Work Plan objectives shall be identified and strategies shall be developed with community input, and based upon local data. Strategies shall seek to impact community systems. Work Plan shall address the five (5) steps in the Strategic Prevention Framework:

Assessment, Capacity, Planning, Implementation, and Evaluation.

- iii. Objectives must be specific and measurable with strategies and activities appropriate to achieve objectives.
 - iv. Changes to the Work Plan and/or corresponding Budget must be negotiated collaboratively with the Community-Based Partnership and County AOD. Work Plan modifications are subject to approval by the County AOD Administrator or designee.
3. Work Plan Implementation
- a. Contractor shall implement Work Plan strategies and activities to achieve Work Plan objectives.
 - b. Contractor shall include the County AOD Analyst in the meetings of the Community-Based Partnership to provide technical assistance consultation and to monitor progress towards accomplishing the objectives described in the Work Plan.
4. Participation in Alcohol and Other Drug Sponsored Activities
- a. Contractor shall participate in AOD sponsored and recommended training, and technical assistance opportunities, and in county-wide level networking meetings and events, and shall encourage community partners to participate as well.
5. Lead Agency Administrative and Reporting Requirements
- CalOMS Prevention Data Collection and Reporting
- a. Enter data on a regular basis (as services occur) documenting the Community-Based Partnership's implementation activities into the California Department of Alcohol and Drug Program's web-based Outcomes Measurement System for Prevention (CalOMS Pv) Data System and in accordance with the requirements of the Alcohol and Other Drug Services Provider Handbook, located online at: <http://www.aodsystems.com/SMC/Index.htm>.
 - b. The quantity and quality of CalOMS Pv data input should accurately and adequately reflect the amount of funding, time, and effort devoted to implementation of the Work Plan. The link to the Web-based CalOMS Prevention data system is: <https://kitservices1.kithost.net/calomspv/pSystem.aspx>.
 - c. Communicate with County AOD staff regarding CalOMS Pv data review and comply with County AOD staff requests for data corrections and/or changes.
6. Implementation Progress Reporting
- a. Maintain documentation of all Work Plan activities.
 - b. Contractor shall document Work Plan progress, including successes, challenges, participation by community residents, youth, and other sector

representatives, and timeliness.

- i. Provide a written quarterly progress update to the assigned AOD Analyst in a format provided by the County AOD Administrator or designee.

7. Financial and Units of Service Reporting

- a. Submit the Quarterly Expense, Revenue, and Units of Service Report, Year-end Cost Report, and Agency Audit to the assigned AOD Analyst in accordance with the requirements of the Alcohol and Other Drug Services Provider Handbook, located online at: <http://www.aodsystems.com/SMC/Index.htm>.
- b. Report hours of staff availability dedicated to alcohol and other drug community-based prevention activities and efforts, including preparation time and record keeping time, for each fiscal year. Annual hours of staff availability are determined based upon the following formula: 1 FTE = 1,787 hours of staff availability.

B. FIXED RATE SERVICES

A description of the following services is outlined in the AOD Policy and Procedure Handbook located at: <http://www.aodsystems.com/SMC/Index.htm>.

1. NRC Outpatient Treatment
2. County Funded Day Treatment
3. County Funded Outpatient
4. County Funded MCE Match

C. FEE FOR SERVICE

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure 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 Policy and Procedure Handbook.

1. Comprehensive Drug Court Implementations (CDCI) Grant, Drug Court Partnership (DCP) Grant, and Cal-EMA Grant funded Services
 - a. Outpatient Treatment Services
 - b. Day Treatment
 - c. Drug Testing
 - d. After Care
2. Achieve 180 Re-Entry Services
 - a. Outpatient Treatment Services
 - b. Day Treatment
3. Ryan White CARE Act Funded Services
 - a. Outpatient Treatment Services
 - b. Day Treatment
4. Medicaid Coverage Expansion (MCE) Health Coverage
Effective July 1, 2011, Behavioral Health & Recovery Services (BHRS) will, at its discretion, reimburse Contractor for services provided to Medicaid Coverage

Expansion (MCE) beneficiaries. MCE is a fee-for-service health coverage that has the potential to expand fee-for-service billing and revenue. Substance use treatment modalities provided under the MCE program include:

- a. Outpatient Services
- b. Intensive Outpatient Services
- c. Treatment Readiness/Pre-Treatment Services
- d. Recovery Management/Continuing Care Services

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

D. DESCRIPTION OF UNIQUE PROGRAM SERVICES

Contractor shall provide Adult Outpatient and Adult Day Treatment Services as appropriate in compliance with the requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated herein. The standard 90 day programs and schedules are described below. Programming and schedules may vary to accommodate client need. The standard Day Treatment and Outpatient Programs shall be 90 days each.

1. Adult Outpatient

The Outpatient Treatment shall be conducted as an open group. Topics will include: stages of use, triggers, challenges, honesty, building trust, exercises (breathing), anger management, rebuilding relationships, making changes/stages of change, self-care, holiday stress, 12 steps, thinking – feeling – doing, guilt and shame, motivation for recovery, relapse, reducing stress, healthy coping. The following are the requirements for the open groups:

- a. Each client shall be assigned a primary case manager.
- b. Each client shall participate in 2 groups and 1 individual session per week.
- c. Program shall be available Monday and Friday evenings, 5:30-7:30.
- d. Process group on Monday, Psycho Education on Friday, followed by UA testing as appropriate.
- e. Monthly drug-free activity (bowling, etc.) and holiday parties include both Outpatient and Day Treatment.
- f. Primary approach is Motivational Interviewing – about 80%. Curriculum topics from Matrix are utilized.
- g. Drug free activity brings both programs together

2. Adult Day Treatment

Each client shall be assigned a primary case manager. Program shall be available Monday – Friday 9-12. The standard programming for Day Treatment will include:

Monday – Relapse Prevention 1.5 hours; yoga 1.5 hours
Tuesday – 12 steps 1.5 hours; acupuncture 1.5 hours
Tuesday – Lunch (all are welcome including all current Outpatient and Day Treatment clients and program graduates)
Wednesday – Process group
Thursday – Skills development (Social skills / games) and individual sessions (individuals are 30 minutes to 1 hour depending on need)
Friday – Marathon Psycho Education

Drug-free activity, such as bowling, shall bring both programs (Adult Outpatient, and Adult Day Treatment) together.

II. PRIORITY POPULATIONS

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

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

III. ADMINISTRATIVE REQUIREMENTS

Contractor will maintain compliance with requirements of the AOD Policy and Procedure Handbook including additions and revisions, by reference herein. The Handbook is located at <http://www.aodsystems.com/SMC/Index.htm>.

A. 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. Thus, Contractor will implement the following:

1. Standards of Care

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

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

- a. Contractor will develop and implement the activities and achieve the objectives described in the approved San Mateo county Alcohol and Other Drug (AOD) Standards of Care (SOC) implementation work plan.
- b. In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Handbook, including additions and revision, which is incorporated by reference herein.

- c. Contractor will report quarterly on SOC implementation progress to the assigned AOD Analyst.
2. Continuous Quality Improvement

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

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

Contractor will work to improve treatment outcomes for complex clients by providing the following:

 - a. Contractor will participate as a Change Agent and will delegate participation in monthly activities to effect the changes necessary to maintain and enhance Co-occurring Disorders (COD) capability.
 - b. Contractor shall establish a COD work plan that continues to assess and address the needs of complex clients. This COD work plan may be a part of the Contractor's Quality Improvement program, Standards of Care Work 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 Mental Health Services Act (MHSA) funding to treat clients with COD shall comply with additional reporting requirements as outlined in the online AOD Policy and Procedure Handbook.
4. AVATAR Electronic Health Record

BHRS is transitioning to an electronic health record. Contractor will work collaboratively with BHRS in the design and implementation of the new system by:

 - a. Contractor will participate in the development, training, implementation and utilization of the required AVATAR system.
 - b. Contractor will maintain compliance with all documentation, reporting, billing and all other data requirements as required in the Alcohol and Other Drug (AOD) Policy and Procedure Handbook, including additions and revision, which is incorporated by reference herein.
 - c. Contractor will continue to use the DAISY data system for all reporting

requirements until further notice is given by the AOD administrator.

B. 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. Medicaid Coverage Expansion (MCE)

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

2. Other Revenue Enhancement

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

C. MCE PROGRAM REQUIREMENTS

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

D. CULTURAL COMPETENCY

1. Contractor is strongly encouraged to participate in any cultural competence efforts within BHRS and/or to send a representative to attend the Cultural Competence Council. For more information about the Cultural Competence Council, contact The Office of Diversity at 650-321-5352.
2. Contractor is strongly encouraged to ensure that all program staff shall receive at least one full day of training per year on some aspect of providing culturally and linguistically appropriate services. One full day of training is equivalent to at least six (6) hours of training. Contractor shall submit to County annually a list of scheduled training(s) that include attending participants.
3. 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.

4. 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.

E. INELIGIBLE EMPLOYEES

1. Licensed Professional

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. All Employees

Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services (CDHS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: http://files.medi-cal.ca.gov/pubsdoco/publications/bulletins/part1/part1bull_1.asp

F. ADMINISTERING SATISFACTION SURVEYS

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

G. RETENTION OF RECORDS

Contractor shall have a written policy in all programs regarding the maintenance and disposal of client records. All records shall be stored in an appropriate confidential manner for not less than seven (7) years from the date they are officially closed.

ASIAN AMERICAN RECOVERY SERVICES
EXHIBIT B – PAYMENTS AND RATES
FY 2011-2012

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

I. ALCOHOL AND DRUG PREVENTION, TREATMENT AND RECOVERY SERVICES

A. FIXED RATE PAYMENTS

In full consideration of the funded alcohol and drug treatment and recovery services provided to clients who lack the necessary resources to pay for all, or part of these services themselves, the County will pay Contractor the total contract amount in twelve (12) monthly payments in a manner as outlined in the chart below. Upon timely submission of reports as outlined in the Alcohol and Other Drug Services (AOD) Policy and Procedure Handbook, the County will pay Contractor's monthly payment within (thirty) 30 days.

July 1, 2011- June 30, 2012

Services	Funding Amount	Monthly Funding Amount	Rate	Units Of Service per FY	# clients to be served	Slots
NRC Prevention	\$150,000	\$12,500				
NRC Outpatient	\$101,589	\$8,466	\$45.43	2,236	22	
County Funded Day Treatment	\$149,496	\$12,458	\$161.74	924	15	
County Funded Outpatient	\$86,052	\$7,171	\$45.43	1,894	18	
County Funded MCE Match	\$41,200	\$3,433				
TOTAL	\$528,337	\$44,028				

The maximum fixed rate amount County shall be obligated to pay for services rendered under this Agreement shall not exceed FIVE HUNDRED TWENTY-EIGHT THOUSAND THREE HUNDRED THIRTY SEVEN DOLLARS (\$528,337). Contractor shall be paid in twelve monthly payments of FORTY-EIGHT THOUSAND TWENTY-EIGHT DOLLARS (\$44,028).

C. MCE MATCH AND FEDERAL FINANCIAL PARTICIPATION (FFP)

1. MCE Rates

Rates shall be established subsequent to the agreement and shall be communicated to Contractor through an administrative memorandum that will be an attachment to the agreement.

2. MCE Maximum

MCE services described in Exhibit A, Section I.B.3 shall be funded by County match (50%) and by the Federal Financial Participation (50%). The 50% County match is included in the fixed rate payments. The FFP maximum shall not exceed FORTY-ONE THOUSAND TWO HUNDRED DOLLARS (\$41,200) for the period July 1, 2011 through June 30, 2012. The FFP shall be paid on a fee-for-service format based upon monthly invoices provided by the Contractor. FFP payments shall be 50% of the rates for MCE services. The maximum payment for MCE services, including both the County match and the FFP, shall not exceed EIGHTY-TWO THOUSAND FOUR HUNDRED DOLLARS (\$82,400).

3. MCE Reporting and Reconciliation

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

1. Total units of service
2. Services delivered

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

Reports and invoices shall be sent to:

AOD Program Analyst
400 Harbor Blvd., Building E
Belmont, CA 94002

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

If the final reconciliation shows that services were provided to MCE eligible clients for which MCE payment was not made, County shall pay Contractor for services delivered at the MCE rate included herein. In any case, the maximum payment shall not exceed the Agreement maximum as established in Paragraph I.A. of this Exhibit B.

4. Billing

MCE services will be billed and reimbursed in accordance with the AOD Policy and Procedure Handbook and the BHRS Documentation Handbook. County funded MCE match is paid on a fixed rate basis and will be reconciled to the actual service billed on a quarterly basis. Federal Financial Participation (FFP) reimbursement rates are based on the established MCE rates. County funding is required to meet local FFP match requirements. In the event that Contractor fails to meet contractual obligations in MCE service delivery and billing, BHRS may suspend or withhold payment. In the event that Contractor exceeds billing target, an amendment will be required to identify funds for County match requirement and to increase FFP revenues. Service specific reimbursement rates for FY11/12 are pending approval of San Mateo County's Low Income Health Program application and, upon approval, shall be communicated to Contractor through an administrative memorandum that will serve as an amendment to the agreement.

5. MCE Disallowances

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

FFP paid for disallowed services, or Contractor shall reimburse the County.

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

D. VARIABLE RATE /FEE FOR SERVICE

In full consideration of the fee for service funded alcohol and drug treatment services provided to individuals who lack the necessary resources to pay for all, or part of these services themselves and are referred by the County, the County shall pay for such services rendered under this Agreement. Payment shall not exceed the aggregate amounts stated in Section 3. Payments – Maximum Amount, in the main body of this Agreement.

July 1, 2011- June 30, 2012

Funding Source	Service	Unit Rate
CDCI , DCP, and Cal-EMA Grant Funded Services*	Individual / Group Session	\$ 50.00 Per Staff Hour
	Day Treatment	\$120.00 Per Day
	Aftercare	\$ 40.00 Per Hour
	Drug Test	\$ 30.00 Per Screen
Achieve 180*	Outpatient	\$ 50.00 Per Staff Hour
	Day Treatment	\$120.00 Per Day
Ryan White	Outpatient	\$ 50.00 Per Staff Hour
	Day Treatment	\$120.00 Per Day

1. CDCI , DCP, and Cal-EMA Grant Funded Services

Services shall be as follows:

a. Outpatient Treatment Services

- i. One (1) hour individual and/or group counseling session provided for CDCI/DCP/Cal-EMA funded outpatient alcohol and drug treatment and recovery services.
- ii. Day Treatment Services per individual for each visit day provided for CDCI/DCP/Cal-EMA funded alcohol and drug day treatment and recovery services.
- iii. Aftercare Treatment Services per individual for each one (1) hour group counseling session provided for CDCI/DCP/Cal-EMA funded aftercare alcohol and drug treatment and recovery services.
- iv. CalEMA term is July 1, 2011 through December 31, 2011.

b. Drug Testing

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

2. Achieve 180 Re-Entry Services

Services shall be as follows:

a. Outpatient Treatment

- i. One and one half (1½) hour group counseling session per individual provided within the approved treatment period for Achieve 180 Re-Entry funded outpatient alcohol and drug treatment and recovery services.
- ii. One half (1/2) hour individual counseling session per individual

provided within the approved treatment period for Achieve 180 Re-Entry funded outpatient alcohol and drug treatment and recovery services.

b. Day Treatment

Day treatment services per individual for each visit day provided within the approved treatment period for Achieve 180 Re-Entry funded alcohol and drug day treatment and recovery services.

E. REQUIRED FISCAL DOCUMENTATION

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

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. EARLY TERMINATION

In the event this Agreement is terminated prior to June 30, 2012, 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.

H. 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.

I. CLAIMS/INVOICE CERTIFICATION AND PROGRAM INTEGRITY

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
2. Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

"Under the penalty of perjury under the laws of the State of California, I hereby

certify that this claim for services complies with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at _____ California, on _____, 20__

Signed _____ Title _____

Agency _____”

ATTACHMENT E

FINGERPRINTING CERTIFICATION

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

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

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

Name of Contractor

Signature of Authorized Official

Name (please print)

Title (please print)

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. (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.

Name of 504 Person - Type or Print

Asian American Recovery Services

Name of Contractor(s) - Type or Print

1115 Mission Road

Street Address or P.O. Box

South San Francisco, CA 94080

City, State, Zip Code

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

Signature

Title of Authorized Official

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:	Tony Duong	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.

Signature

Name

Date

Title

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
OUR COMMON GROUND, INC.**

THIS AGREEMENT, entered into this _____ day of _____ ,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called
"County," and OUR COMMON GROUND, INC., hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing professional alcohol and other drug treatment, prevention and recovery services in accordance with state and federal laws, regulations, and funding mandates.

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment C—Election of Third Party Billing Process

Attachment D—Payor Financial Form

Attachment E—Fingerprinting Compliance Form

Attachment I—Assurance of Compliance with Section 504

2. Services to be performed by Contractor

In consideration of the payments set forth herein and in Exhibit "B," Contractor shall perform the services as set forth in this Agreement, in the Alcohol and Other Drug Services Policy and Procedure Handbook and in the Exhibits and Attachments to the Agreement.

3. Payments

A. Maximum Amount

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein, ion Exhibit A, and in the Alcohol and Other Drug Services Policy and Procedure Handbook,

County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B and attachments herein for the contract term. 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 ONE MILLION NINE HUNDRED FORTY THOUSAND SEVEN HUNDRED NINETY NINE DOLLARS (\$1,940,799).

The total fiscal obligation under this Agreement shall include (a) a fixed amount, and (b) a variable amount, which shall be a portion of an aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement.

The County's total fiscal obligation for the fixed amount shall not exceed FIVE HUNDRED EIGHTY THREE THOUSAND FIVE HUNDRED EIGHTY FIVE DOLLARS (\$583,585).

The County's total fiscal obligation for the fee for service amount shall not exceed FIVE HUNDRED FORTY SEVEN THOUSAND FIVE HUNDRED THIRTY SIX DOLLARS (\$547,536).

The fee for service amount described in this Agreement shall include and shall be limited to the following amounts:

- 1) ONE HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED THIRTY SIX DOLLARS (\$192,536) for MCE FFP funded alcohol and drug treatment services as described in Exhibit A.
- 2) TWO HUNDRED FIFTY FIVE THOUSAND DOLLARS (\$255,000) for Comprehensive Day Care Rehabilitative – Drug /Medi-Cal funded alcohol and drug treatment services as described in Exhibit A.
- 3) ONE HUNDRED THOUSAND (\$100,000) for NRC Adolescent Residence funded alcohol and drug treatment services as described in Exhibit A.

The County's total fiscal obligation for the aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement shall not exceed EIGHT HUNDRED NINE THOUSAND SIX HUNDRED SEVENTY EIGHT DOLLARS (\$809,678).

The Contractor acknowledges that the County has agreed to pay a “variable amount” to all contractors who provide fee for service alcohol and drug treatment and drug testing services authorized individually or collectively by a County Resolution, which shall be the Contractor’s share of an aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement.

Therefore, the funds available to pay each individual contractor are dependent upon the amount or volume of services provided by the other contractors, as authorized by County.

The aggregate amount to be allocated between all contractors who provide the same or similar services as those described in this Agreement shall include and shall be limited to the following amounts:

- 1) TWO HUNDRED-THIRTY THREE THOUSAND NINE HUNDRED SIX DOLLARS (\$233,906) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services as described in Exhibit A.
- 2) SEVENTY THOUSAND SEVEN HUNDRED SIXTY TWO DOLLARS (\$70,762) for Drug Court Partnership funded alcohol and drug treatment services as described in Exhibit A.
- 3) FOUR HUNDRED FOURTEEN THOUSAND FOUR HUNDRED FORTY DOLLARS (\$414,440) for Cal EMA funded alcohol and drug treatment services as described in Exhibit A.
- 4) EIGHTY THREE THOUSAND SEVENTY DOLLARS (\$83,070) for Ryan White funded alcohol and drug treatment services as described in Exhibit A.
- 5) SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$7,500) for Achieve 180 Re-Entry Services funded alcohol and drug treatment services as described in Exhibit A.

B. Rates, Amounts, and Terms of Payments

The amounts, rates and terms of payment shall be specified in the Exhibits, the Alcohol and Other Drug Services Policy and Procedure Handbook and Attachments to this Agreement. Any rate increase is subject to the approval of the Chief of the Health System or the Chief’s designee, and shall not be binding on County unless so approved in writing.

In no event shall the maximum County obligation exceed the total specified in paragraph 3.A. above, unless a duly executed written Amendment to this Agreement authorizes an increase. Each payment shall be conditioned on the satisfactory performance of the services described in the Exhibits herein. In the event the Chief of the Health System or the Chief's designee determines that Contractor has not satisfactorily performed services, and therefore decides to withhold payment, the Chief, or designee shall issue written findings of unsatisfactory performance of services within seven (7) days of any decision to withhold payment.

C. Time Limit for Submitting Invoices

Contractor shall submit an invoice for services to County in accordance with the provisions of the Exhibits and Attachments herein. County shall not be obligated to pay Contractor for the services covered by any invoice if Contractor presents the invoice to County more than one hundred eighty (180) days after the date Contractor renders the services, or more than ninety (90) days after this Agreement terminates, whichever is earlier. To ensure full and timely payment for services provided, Contractor is required to submit invoices for services provided no later than the tenth (10th) day of each month.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2011 through June 30, 2012.

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

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

5. Availability of Funds

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

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

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

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

8. Assignability and Subcontracting

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

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers'

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

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

Such insurance shall include:

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

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

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

10. Compliance with laws; payment of Permits/Licenses

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

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

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

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;

- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation;
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

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

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

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

14. Merger Clause

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

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

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

In the case of County, to:
County of San Mateo Director, Alcohol & Other Drug Services
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:

Our Common Ground
Orville Roache, Executive Director
631 Woodside Road
Redwood City, CA 94601

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

OUR COMMON GROUND, INC.

By: _____

Contractor's Signature

Date: _____

Long Form Agreement/Non Business Associate v 8/19/08

**OUR COMMON GROUND
FY 2011-2012
EXHIBIT "A"**

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following alcohol and drug treatment services at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Exhibit A.

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Fixed Rate Services

A description of the following services is outlined in the AOD Policy and Procedure Handbook located at: <http://www.aodsystems.com/SMC/Index.htm>.

1. Residential Treatment
2. Mental Health Services Act Co-Occurring
3. Achieve 180 Residential

B. Fee For Service

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure 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 Policy and Procedure Handbook.

1. Comprehensive Drug Court Implementations (CDCI) Grant, Drug Court Partnership (DCP) Grant, and Cal-EMA Grant funded Services
 - a. Outpatient Treatment Services
 - b. Day Treatment Services
 - c. Residential Treatment Services
 - d. Aftercare Treatment Services
 - e. Sober Living Environment Services
 - f. Drug Testing
2. Ryan White CARE Act funded Services
 - a. Outpatient Treatment Services
 - b. Residential Treatment Services
 - c. Day Treatment Services
3. Achieve 180 Re-Entry Services
 - a. Outpatient Treatment Services
4. Medicaid Coverage Expansion (MCE) Health Coverage
Effective July 1, 2011, Behavioral Health & Recovery Services (BHRS) will, at its discretion, reimburse Contractor for services provided to Medicaid Coverage Expansion (MCE) beneficiaries. MCE is a fee-for-service health coverage that has the potential to expand fee-for-service billing and revenue. Substance use treatment modalities provided under the MCE program include:

- a. Outpatient Services
- b. Intensive Outpatient Services
- c. Residential Treatment Services
- d. Treatment Readiness/Pre-Treatment Services
- e. Recovery Management/Continuing Care Services

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

C. Fee For Service With Allocation

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein. Reimbursement will be approved only for clients who were referred through the formal referral process outlined in the AOD Policy and Procedure Manual.

1. Drug Medi-Cal

In accordance with the AOD Policy and Procedure Manual, Contractor will provide the following alcohol and drug treatment and recovery services to clients who are enrolled in the Medi-Cal Program:

- a. Day Care Rehabilitative (DCR) Treatment Services
- b. Outpatient Drug Free (ODF) Treatment Services

2. County Funded Adolescent

In accordance with the AOD Policy and Procedure Manual, Contractor will provide the following alcohol and drug treatment and recovery services to clients who have been referred by an Alcohol and Drug Services Case Manager or designee. Contractor shall be in good standing with the County of San Mateo's Children and Youth System of Care (CYSOC).

- a. Residential Room and Board Services

D. DESCRIPTION OF UNIQUE PROGRAM SERVICES

In full consideration of the payments herein provided for, Contractor shall provide Outpatient and Intensive Day Treatment services. Contractor will provide these services in compliance with the requirements of the AOD Policy and procedure manual including additions and revisions, incorporated herein.

Contractor's treatment approach is described as a strength-based Modified Therapeutic Community Model which values relationships and views the client in light of their competencies rather than their deficiencies. Treatment plans are designed using SNAPs (skills, needs, aptitude, and preferences). Success is based upon individual progress (personal and program goals) not time in treatment and uses the Five phases of treatment process to evaluate progress. All phases involve family participation whenever possible while concentrating on academic and vocational pursuits.

Duration of treatment:

Residential 90 days to 1 year (dependent upon client treatment needs)
Day treatment 90-180 days (dependent upon client treatment needs)
Outpatient 90-180 days (dependent upon client treatment needs)

The following services will be provided to clients in residential treatment for both Adult and Adolescent Programs:

Weekly clinical services will include but are not limited to:

1. Individual therapy
2. Individual phase sheet counseling
3. Encounter group
4. Gender group
5. Gender specific trauma group
6. Process group
7. Caseload group
8. Peer group
9. Boundaries group
10. Anger management

Bi-Weekly clinical services will include but are not limited to:

1. Family therapy
2. Relapse prevention
3. NA/AA

Adolescent Program: Modalities provided:

1. Day Care Rehabilitate (Drug Medi-Cal)
2. Outpatient Drug Free (Drug Medi-Cal)
3. Day Treatment
4. Outpatient Treatment
5. Residential Room and Board Services

The OCG adolescent program serves youth ages 13-17 in need of AOD treatment services. OCG provides a wide array of medical services to assist children with disabilities. These include a Board Certified Child Psychiatrist/MD, medication monitoring, HIV/AIDS services, linkages with a local hospital, and regular medical and dental checkups. A registered nurse is on site to prepare, monitor, assist and follow-up with client medication and medical needs. In addition, OCG has a Community Day School on site-in a collaborative arrangement with the Sequoia Union High School District. OCG provides therapeutic support to the students during the school day. Other services specific to the adolescent program include: Point system implemented to focus on what the client is doing right; leadership team (clients are nominated to this group by their peers and recommendations are made to a selection panel) group focuses on the development of leadership skills; Cinema Therapy and a modified version of Seeking Safety for adolescents. All clients receive individual and group therapy, and groups are between 10-15 participants.

Adult Program: Modalities provided:

1. Residential
2. Outpatient
3. Day Treatment
4. Aftercare
5. Sober Living Environment Services

OCG adult treatment program aims at enabling program participants to successfully reintegrate into the community. During treatment, the client together with treatment counselor, will develop an inventory of needs such as mental health treatment, legal obligations, obtaining a driver's license, literacy classes or GED programs, identifying job interests, receiving job training, obtaining a job, arranging independent or semi-independent living, and complying with aftercare and parole/probation needs. Additionally, ancillary services provided include: legal support, HIV/AIDS, STD testing and education, health care, literacy assistance and supportive educational training, and job search. Specific to the adult program only, a weekly group session is held to assist clients with presentation skills -Critique Quotations skill building group.

II. PRIORITY POPULATIONS

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

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

III. ADMINISTRATIVE REQUIREMENTS

Contractor will maintain compliance with requirements of the AOD Policy and Procedure Handbook including additions and revisions, by reference herein. The Handbook is located at <http://www.aodsystems.com/SMC/Index.htm>.

A. 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. Thus, Contractor will implement the following:

1. Standards of Care

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

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

- a. Contractor will develop and implement the activities and achieve the objectives described in the approved San Mateo county Alcohol and Other Drug (AOD) Standards of Care (SOC) implementation work plan.
- b. In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Handbook, including additions and revision, which is incorporated by reference herein.
- c. Contractor will report quarterly on SOC implementation progress to the assigned AOD Analyst.

2. Continuous Quality Improvement

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

- a. Contractor will develop and implement a Quality Improvement plan with an emphasis on continuous quality improvement.
- b. Contractor will solicit feedback from service recipients on an annual basis, at minimum. Client feedback process may include but is not limited to: focus groups and client satisfaction surveys.
- c. Contractor will implement a process to share client feedback with the Quality Improvement committee. Consideration of client feedback will be incorporated into future QI plans.
- d. Contractor shall report quarterly to the assigned AOD Analyst on QI plan implementation, progress and client feedback results.

3. Co-occurring Disorders

Contractor will work to improve treatment outcomes for complex clients by providing the following:

- a. Contractor will participate as a Change Agent and will delegate participation in monthly activities to effect the changes necessary to maintain and enhance Co-occurring Disorders (COD) capability.
- b. Contractor shall establish a COD work plan that continues to assess and address the needs of complex clients. This COD work plan may be a part of the Contractor's Quality Improvement program, Standards of Care Work 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 Mental Health Services Act (MHSA) funding to treat clients with COD shall comply with additional reporting requirements as outlined in the online AOD Policy and Procedure Handbook.

4. AVATAR Electronic Health Record

BHRS is transitioning to an electronic health record. Contractor will work collaboratively with BHRS in the design and implementation of the new system by:

- a. Contractor will participate in the development, training, implementation and utilization of the required AVATAR system.
- b. Contractor will maintain compliance with all documentation, reporting, billing and all other data requirements as required in the Alcohol and Other Drug (AOD) Policy and Procedure Handbook, including additions and revision, which is incorporated by reference herein.
- c. Contractor will continue to use the DAISY data system for all reporting requirements until further notice is given by the AOD administrator.

B. 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. Medicaid Coverage Expansion (MCE)

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

C. MCE PROGRAM REQUIREMENTS

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

D. COUNTY-OWNED FACILITY USE REQUIREMENTS

Terms and conditions apply as specified on Schedule C attached here to.

E. CULTURAL COMPETENCY

1. Contractor is strongly encouraged to participate in any cultural competence efforts within BHRS and/or to send a representative to attend the Cultural Competence Council. For more information about the Cultural Competence Council, contact The Office of Diversity at 650-321-5352.
2. Contractor is strongly encouraged to ensure that all program staff receive at least one full day of training per year on some aspect of providing culturally and linguistically appropriate services. One full day of training is equivalent to at least 6 hours of training. Contractor shall submit to County annually a list of scheduled training(s) that include attending participants.
3. 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.
4. 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.

F. INELIGIBLE EMPLOYEES

1. Licensed Professional

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. All Employees

Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services (CDHS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: http://files.medi-cal.ca.gov/pubsdoco/publications/bulletins/part1/part1bull_1.asp

G. ADMINISTERING SATISFACTION SURVEYS

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

H. RETENTION OF RECORDS

Contractor shall have a written policy in all programs regarding the maintenance and disposal of client records. All records shall be stored in an appropriate confidential manner for not less than seven years from the date they are officially closed.

**EXHIBIT B
FY 2011-2012
OUR COMMON GROUND, INC.**

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

I. ALCOHOL AND DRUG TREATMENT AND RECOVERY SERVICES

A. FIXED RATE PAYMENTS

In full consideration of the funded alcohol and drug treatment and recovery services provided to clients who lack the necessary resources to pay for all, or part of these services themselves, the County will pay Contractor the total contract amount in twelve (12) monthly payments in a manner as outlined in the chart below. Upon timely submission of reports as outlined in the Alcohol and Other Drug Services (AOD) Policy and Procedure Handbook, the County will pay Contractor's monthly payment within (thirty) 30 days.

July 1, 2011- June 30, 2012

Services	Funding Amount	Monthly Funding Amount	Rate	Units Of Service	# clients to be served	Slots
NRC Adult Residential	\$273,551	\$22,796	\$76.00	3,599	20	10
MCE County Match	\$192,536	\$16,045				
MHSA Co-Occurring Disorders	\$17,355	\$1,446	\$27.81	624	15	3
A-180 Re-Entry July 1, 2011 – September 30, 2011	\$16,293	\$5,431	\$80	90	1	2
A-180 Re-Entry October 1, 2011 – June 30, 2012	\$83,850	\$9,317	\$80	1048	12	4
TOTAL	\$583,585					

The maximum fixed rate amount County shall be obligated to pay for services rendered under this Agreement shall not exceed \$583,585. Contractor shall be paid in twelve monthly payments of FORTY-FIVE THOUSAND SEVEN HUNDRED EIGHTEEN DOLLARS (\$45,718) from July 2011 to September 2011 and FORTY-NINE THOUSAND SIX HUNDRED FOUR (\$49,604) from October 2011 to June 2012.

B. MCE MATCH AND FFP

1. MCE Rates

MCE service reimbursement requires unmatched local or state funding to match federal funds. This funding has been identified as "MCE County Match" within this Agreement. Federal reimbursement is based on current published Federal Financial Participation (FFP) rates. Rates shall be established subsequent to the agreement and shall be communicated to Contractor through an administrative

memorandum that will be an attachment to the agreement.

2. MCE Maximum

MCE services described in Exhibit A, Section I.B.3 shall be funded by County match (50%) and by the Federal Financial Participation (50%). The 50% County match is included in the fixed rate payments. The FFP maximum shall not exceed ONE HUNDRED NINETY-TWO THOUSAND FIVE HUNDRED THIRTY SIX (\$192,536) DOLLARS for the period July 1, 2011 through June 30, 2012. The FFP shall be paid on a fee-for-service format based upon monthly invoices provided by the Contractor. FFP payments shall be 50% of the rates for MCE services. The maximum payment for MCE services, including both the County match and the FFP, shall not exceed \$385,072.

3. MCE Reporting and Reconciliation

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

1. Total units of service
2. Services delivered

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

Reports and invoices shall be sent to:

Behavioral Health and Recovery Services – Alcohol and Other Drugs
AOD Program Analyst
400 Harbor Blvd., Bldg E
Belmont, Ca 94002

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

If the final reconciliation shows that services were provided to MCE eligible clients for which MCE payment was not made, County shall pay Contractor for services delivered at the MCE rate included herein. In any case, the maximum payment shall not exceed the Agreement maximum as established in Paragraph I.A. of this Exhibit B.

4. Billing

MCE services will be billed and reimbursed in accordance with the AOD Policy and Procedure Handbook and the BHRS Documentation Handbook. County funded MCE match is paid on a fixed rate basis and will be reconciled to the actual service billed on a quarterly basis. Federal Financial Participation (FFP) reimbursement rates are based on the established MCE rates. County funding is required to meet local FFP match requirements. In the event that Contractor fails to meet contractual obligations in MCE service delivery and billing, BHRS may suspend or withhold payment. In the event that Contractor exceeds billing target, an amendment will be required, at the County option to identify funds for County match requirement and to increase FFP revenues. Service specific

reimbursement rates for FY11/12 are pending approval of San Mateo County's Low Income Health Program application and, upon approval, shall be communicated to Contractor through an administrative memorandum that will serve as an amendment to the agreement.

5. MCE Disallowances

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

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

C. ACHIEVE 180 RE-ENTRY SERVICES

Residential treatment services per individual for each day provided within the approved treatment period for Achieve 180 Re-Entry funded alcohol and drug residential treatment and recovery services. Maximum duration for Achieve 180 clients in residential programs is ninety (90) days.

D. VARIABLE RATE /FEE FOR SERVICE

In full consideration of the fee for service funded alcohol and drug treatment services provided to individuals who lack the necessary resources to pay for all, or part of these services themselves and are referred by the County, the County shall pay for such services rendered under this Agreement. Payment shall not exceed the aggregate amounts stated in Section 3. Payments – Maximum Amount, in the main body of this Agreement.

July 1, 2011- June 30, 2012

Funding Source	Service	Unit Rate
CDCI , DCP, and Cal-EMA Grant Funded Services	Individual / Group Session	\$ 50.00 Per Staff Hour
	Day Treatment	\$120.00 Per Day
	Residential	\$ 90.00 Per Bed Day
	SLE	\$ 22.00 Per Bed Day
	Aftercare	\$ 40.00 Per Staff Hour
	Drug Test	\$ 30.00 Per Screen
Ryan White Funded Services	Individual / Group Session	\$ 50.00 Per Staff Hour
	Day Treatment	\$120.00 Per Day
	Residential	\$ 90.00 Per Bed Day
Achieve180	Individual / Group Session	\$ 50.00 Per Staff Hour

1. CDCI , DCP, and Cal-EMA Grant Funded Services Services shall be as follows:

- a. **Outpatient Treatment Services**
 - i. One (1) hour individual and/or group counseling session provided for CDCI/DCP/Cal-EMA funded outpatient alcohol and drug treatment and recovery services.
 - ii. Day Treatment Services per individual for each visit day provided for CDCI/DCP/Cal-EMA funded alcohol and drug day treatment and recovery services. A minimum of three (3) hours of service is required per day and nine (9) hours per week.
 - iii. Aftercare Treatment Services per individual for each one (1) hour group counseling session provided for CDCI/DCP/Cal-EMA funded aftercare alcohol and drug treatment and recovery services.
 - b. **Residential Treatment**

Bed days provided for Drug Court referred individuals for ninety (90) days alcohol and drug treatment and recovery services, including food, shelter and other basic needs. Provision of services beyond ninety (90) days requires prior written authorization from AOD.
 - c. **SLE Services**

SLE residents must be admitted to and participate in an ADP certified Non-Residential Treatment or Day Treatment program (off grounds group and/or individual counseling). Provision of services beyond thirty (30) days requires prior written authorization from AOD.
 - d. **Drug Testing**

The rate will not exceed the actual cost of the drug screen, plus an administrative fee as specified in the Contractor's approved Drug Testing Plan.
2. **Ryan White CARE Act Funded Services**
 - a. **Outpatient Treatment Services**

One (1) hour group for each individual and or/group counseling session provided by Ryan White CARE Act funded outpatient alcohol and drug treatment and recovery services.
 - b. **Residential Treatment Services**

Bed day provided for Ryan White CARE Act funded outpatient alcohol and drug treatment and recovery services, including food, shelter and other basic needs. Provision of services beyond ninety (90) days requires prior written authorization from AOD.
3. **Achieve 180 Re-Entry Services**

A Maximum duration for Achieve 180 clients in outpatient treatment is ninety (90) days. Services shall be as follows:

 - a. **Outpatient Treatment**
 - i. One and one half (1½) hour group counseling session per individual provided within the approved treatment period for Achieve 180 Re-Entry funded outpatient alcohol and drug treatment and recovery services.
 - ii. One half (1/2) hour individual counseling session per individual provided within the approved treatment period for Achieve 180 Re-Entry funded outpatient alcohol and drug treatment and recovery services.

E. FEE FOR SERVICE WITH ALLOCATION

1. Drug Medi-Cal
 - a. Day Care Rehabilitative (DCR) Treatment Services – as described in the AOD Policy and Procedure Handbook.
Each face-to-face contact for a minimum of 3 hours per day, 3 days a week for services provided under Drug Medi-Cal funded DCH visit day.
 - b. Outpatient Drug Free (ODF) Treatment Services
Individual and group counseling session.

2. COUNTY FUNDED Adolescent Residential Room and Board Services
Adolescent Residential Room and Board Services shall be provided on a Fee-for-Service basis. Provider can access Minor Consent Medi-Cal funding through billing Drug Medi-Cal Outpatient Drug Free Services for adolescent alcohol and drug treatment services, as a means to supplement funding.

July 1, 2011- June 30, 2012

Funding Source	Service	Unit Rate
Drug Medical	DCR Treatment	\$63.86 Per Individual
	ODF Treatment	\$69.59 Per Individual
		\$29.57 Per Group
County	Room and Board	\$260 Per Individual

F. REQUIRED FISCAL DOCUMENTATION

- 1 Contractor’s annual budget, and line item narrative justification covering all contracted services under this Agreement is subject to review and approval by the San Mateo County Alcohol and Other Drug Services program liaison for each fiscal year.
2. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Policy and Procedure Handbook.

G. COUNTY-OWNED FACILITY USE REQUIREMENTS

Contractor shall pay a base amount of TWO THOUSAND EIGHT HUNDRED THIRTY-FOUR DOLLARS AND SIXTY-SEVEN CENTS (\$2,834.67) per month for FY 2011-12 for use of the premises as described in Exhibit A., Section I., G., County-Owned Facility Use Requirements. Said charges shall be automatically deducted from Contractor’s monthly payments provided under Exhibit B, Section I. A. Fixed Rate Payments. This base shall be adjusted annually to reflect the proposed maintenance and operating costs of the premises to County.

Fiscal Year	Authorized Operating Lease Agreement	Monthly Amount
12 months – FY 2011-12	\$34,016	\$2,834.67

H. 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.

I. EARLY TERMINATION

In the event this Agreement is terminated prior to June 30, 2012, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.

J. 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.

K. CLAIMS/INVOICE CERTIFICATION AND PROGRAM INTEGRITY

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
2. Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

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

Executed at _____ California, on _____, 20__

Signed _____ Title _____

Agency _____”

**CONTRACTOR'S DECLARATION FORM
COUNTY OF SAN MATEO
OUR COMMON GROUND, INC.
July 1, 2011 through June 30, 2012**

I. CONTRACTOR INFORMATION

Contractor Name:	OurCommon Ground, Inc.	Phone:	(650) 364-7988
Contact Person:	Orville Roache, Executive Director	Fax:	(650) 364-7987
Address:	631 Woodside Road Reswood City, CA 94061		

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.

Signature Name

Date Title

Attachment C
Election of Third Party Billing Process

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

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

Option One

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

We, Our Common Ground, Inc., elect option one.

Signature of authorized agent

Name of authorized agent

Telephone number

Option Two

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

We, Our Common Ground, Inc., elect option two.

Signature of authorized agent

Name of authorized agent

Telephone number

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

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

**Attachment D
Payor Financial Form**

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

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

To determine family's UMDAP liability, please list any other family members currently being seen by Mental Health:

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

3rd Party HEALTH INSURANCE INFORMATION

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

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

I affirm that the statements made herein are true and correct. I understand that I am responsible for paying the UMDAP liability amount or cost of treatment received by myself or by members of my household during each 1-year period. If the cost of service is more than the UMDAP liability amount, I pay the lesser amount. It is my responsibility and I agree to provide verification of income, assets and expenses. If I do not, I will be billed in full for services received. I authorize San Mateo County 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	DATA ENTRY DATE
	CLIENT ACCOUNT #	

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

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

Instructions for Checking Medi-Cal Eligibility Using the Internet

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

***NOTE:**

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

Helpful Hints:

Click on Back - to return to Transaction Services screen

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

Patient Recall – once any transaction has been performed on a client, pressing this button will fill in the common fields with all of the information from the last transaction. This is useful for using the

same client on different transaction (such as an eligibility verification, then a Share of Cost) or for correcting data when a transaction has gone through with incorrect data.

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

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

***NOTE:**

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

Attachment D
Payor Financial Form

Helpful Hints:

Click on Back - to return to Transaction Services screen

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

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

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

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

ATTACHMENT E

FINGERPRINTING CERTIFICATION

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

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

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

Our Common Ground
Name of Contractor

Signature of Authorized Official

Orville Roache, Executive Director
Name (please print)

Executive Director
Title (please print)

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.

Our Common Ground, Inc.
Name of 504 Person - Type or Print

Our Common Ground, Inc.
Name of Contractor(s) - Type or Print

631 Woodside Road
Street Address or P.O. Box

Redwood City, CA 94061
City, State, Zip Code

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

Signature

Title of Authorized Official

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:	Our Common Ground, Inc.	Phone:	650-364-7988
Contact Person:	Orville Roache, Executive Director	Fax:	650-364-7987
Address:	631 Woodside Road Redwood City, CA 94061		

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.

Signature

Name

Date

Title

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
HORIZON SERVICES INC.**

THIS AGREEMENT, entered into this _____ day of _____ ,
20____, by and between the COUNTY OF SAN MATEO, hereinafter called
"County," and Horizon Services Inc., hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health System, Behavioral Health and Recovery Services Division

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

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Attachment C—Election of Third Party Billing Process

Attachment D—Payor Financial Form

Attachment E—Fingerprint Certification

Attachment I—§504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed **SIX HUNDRED FORTY ONE THOUSAND SIX HUNDRED THIRTY ONE DOLLARS (\$641,631)**.

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2011 through June 30, 2012.

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

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

5. Availability of Funds

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

6. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

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

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

8. Assignability and Subcontracting

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

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County 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 County of any pending change in the limits of liability or of any cancellation or modification of the policy.

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

with such provisions before commencing the performance of the work of this Agreement.

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

Such insurance shall include:

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

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

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

10. Compliance with laws; payment of Permits/Licenses

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

ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the 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.

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

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

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

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

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

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

14. Merger Clause

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

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

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

In the case of County, to:

San Mateo County
Behavioral Health and Recovery Services
225 37th Avenue
San Mateo, CA 94403

In the case of Contractor, to:

Horizon Services Inc.
1151 A Street
Hayward, CA 94541

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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

HORIZON SERVICES INC.

Contractor's Signature

Date: _____

Long Form Agreement/Non Business Associate v 8/19/08

HORIZON SERVICES INC.
2011-2012
EXHIBIT A

In consideration of the payments set forth in Exhibit "B", Contractor shall provide the following alcohol and drug Detoxification services at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Exhibit A.

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

- A. Contractor will provide alcohol and drug detoxification services at a mutually agreed upon location in San Mateo County. Contractor will provide Social Detoxification Services and will coordinate Methadone Maintenance Therapy (MMT) and Methadone Detox (MD) services for clients receiving Narcotic Replacement /therapy (NRT). Priority admission will be given to San Mateo County residents meeting AOD detoxification services criteria, referred by, but not limited to SMCAOD Assessors, Behavioral Health and Recovery Services (BHRS), Probation, Human Services Agency, San Mateo Medical Center, San Mateo County AOD detoxification providers, and other licensed medical practitioners.

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

Contractor will use evidence-based practices as outlined in their program plan description and will provide their services to identified target populations. Intake and assessments will include co-occurring and trauma informed practices. Case Planning will involve clients and will provide for clients aftercare and detoxification needs including but not limited to housing, medical, and mental health.

B. Fee For Service

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure 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 Policy and Procedure Handbook.

1. Medicaid Coverage Expansion (MCE) Health Coverage
Effective July 1, 2011, Behavioral Health & Recovery Services (BHRS) will reimburse Contractor for services provided to MediCal Coverage Expansion (MCE) eligible clients. MCE is a fee-for-service health coverage that has the potential to expand fee-for-service billing and revenue. Substance use treatment services provided under the MCE program include:
 - a. Social Model Residential Detoxification

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

II. PRIORITY POPULATIONS

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

- a. Populations required by Substance Abuse Prevention and Treatment (SAPT) Block Grant;
- b. San Mateo County residents who are referred by County Behavioral Health and Recovery Services (BHRS);
- c. Shelter referrals within San Mateo County;
- d. First Chance Sobering Station referrals;
- e. Referrals from other San Mateo County AOD providers
- f. Clients with MCE health insurance coverage; and
- g. AOD treatment and recovery priority populations as outlined in Strategic Directions 2010.

III. ADMINISTRATIVE REQUIREMENTS

Contractor will maintain compliance with requirements of the AOD Policy and Procedure Handbook including additions and revisions, by reference herein. The Handbook is located at <http://www.aodsystems.com/SMC/Index.htm>.

A. 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. Thus, Contractor will implement the following:

1. Standards of Care

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

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

- a. Contractor will develop and implement the activities and achieve the objectives described in the approved San Mateo county Alcohol and Other Drug (AOD) Standards of Care (SOC) implementation work plan.
- b. In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Handbook, including additions and revision, which is incorporated by reference herein.
- c. Contractor will report quarterly on SOC implementation progress to the assigned AOD Analyst.

2. Continuous Quality Improvement

To enhance the quality and efficiency of services, Contractor will have an established Continuous Quality Improvement (CQI) program. CQI program must include a QI committee made up of staff from all levels that guide the development and implementation of the QI Plan. Contractor has established a mechanism whereby contractors will identify processes and practices at the organizational level

which create inefficiencies and/or present barriers to client engagement, enrollment and retention in treatment.

- a. Contractor will develop and implement a Quality Improvement plan with an emphasis on continuous quality improvement.
- b. Contractor will solicit feedback from service recipients on an annual basis, at minimum. Client feedback process may include but is not limited to: focus groups and client satisfaction surveys.
- c. Contractor will implement a process to share client feedback with the Quality Improvement committee. Consideration of client feedback will be incorporated into future QI plans.
- d. Contractor shall report quarterly to the assigned AOD Analyst on QI plan implementation, progress and client feedback results.

3. Co-occurring Disorders

Contractor will work to improve outcomes for complex clients by providing the following:

- a. Contractor will participate as a Change Agent and will delegate participation in monthly activities to effect the changes necessary to maintain and enhance Co-occurring Disorders (COD) capability.
- b. Contractor shall establish a COD work plan that continues to assess and address the needs of complex clients. This COD work plan may be a part of the Contractor's Quality Improvement program, Standards of Care Work 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 Policy and Procedure Handbook.

4. AVATAR Electronic Health Record

BHRS is transitioning to an electronic health record. Contractor will work collaboratively with BHRS in the design and implementation of the new system by:

- a. Contractor will participate in the development, training, implementation and utilization of the required AVATAR system.
- b. Contractor will maintain compliance with all documentation, reporting, billing and all other data requirements as required in the Alcohol and Other Drug (AOD) Policy and Procedure Handbook, including additions and revision, which is incorporated by reference herein.
- c. Contractor will continue to use the DAISY data system for all reporting requirements until further notice is given by the AOD administrator.

5. Building Capacity

The County seeks to build capacity and increase access to treatment services for San Mateo County residents in the following ways:

- a. MediCal Coverage Expansion (MCE)
Contractor will work in partnership with BHRS to provide substance use

disorder treatment services to individuals with MCE health coverage. All services will be delivered in compliance with BHRS policies and procedures found in the AOD Policy and Procedure Handbook and the BHRS Documentation Manual located at:

<http://www.aodsystems.com/SMC/Index.htm>; and

<http://www.co.sanmateo.ca.us/Attachments/health/pdfs/bhrs/ContractAgencies/BHRSDocManual.pdf>.

b. Other Revenue Enhancement

Contractor will work in conjunction with AOD to assess whether contracted agency is ready to expand services to new revenues opportunities.

6. MCE Program Requirements

- a. Contractor will screen all incoming clients for health coverage, including MCE eligibility and current MCE enrollment. MCE client eligibility shall be verified prior to service provision;
- b. Contractor shall facilitate enrollment into MCE, ACE, Medi-Cal and other health coverage programs for clients who are likely eligible for public benefits but not enrolled;
- c. Contractor shall not charge clients with MCE eligibility for substance use treatment services;
- d. Contractor shall request and obtain modality and service authorizations and reauthorizations for MCE enrolled clients from BHRS;
- e. Contractor shall document and provide authorized services to MCE clients in compliance with BHRS documentation guidelines;
- f. Contractor shall track and report on services and submit invoices for client MCE services provided following required policies and procedures;
- g. Contractor shall correct and resubmit disallowed claims;
- h. Contractor shall ensure that personnel delivering direct services to clients will have the appropriate professional license and/or certification as outlined in the AOD Policy and Procedure manual.

B. CULTURAL COMPETENCY

1. Contractor is strongly encouraged to participate in any cultural competence efforts within BHRS and/or to send a representative to attend the Cultural Competence Council. For more information about the Cultural Competence Council, contact The Office of Diversity at 650-321-5352.
2. Contractor is strongly encouraged to ensure that all program staff receives at least one full day of training per year on some aspect of providing culturally and linguistically appropriate services. One full day of training is equivalent to at least 6 hours of training. Contractor shall submit to County annually a list of scheduled training(s) that include attending participants.
3. 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.

4. 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.

C. INELIGIBLE EMPLOYEES

1. Licensed Professional

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. All Employees

Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services (CDHS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: http://files.medi-cal.ca.gov/pubsdoco/publications/bulletins/part1/part1bull_1.asp

D. ADMINISTERING SATISFACTION SURVEYS

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

E. RETENTION OF MEDICAL RECORDS

Contractor shall have a written policy in all programs regarding the maintenance and disposal of client records. All records shall be stored in an appropriate confidential manner for not less than seven years from the date they are officially closed.

**HORIZON SERVICES INC.
2011-2012
EXHIBIT B**

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

I. ALCOHOL AND DRUG DETOXIFICATION SERVICES

A. FIXED RATE PAYMENTS

In full consideration of the funded alcohol and drug detoxification services provided to clients who lack the necessary resources to pay for all, or part of these services themselves, the County will pay Contractor the total contract amount in twelve (12) monthly payments in a manner as outlined in the chart below. Upon timely submission of reports as outlined in the Alcohol and Other Drug Services (AOD) Policy and Procedure Handbook, the County will pay Contractor's monthly payment within (thirty) 30 days.

**Residential Detoxification Services
July 1, 2011 - June 30, 2012**

Services	Funding amount	Monthly amount	UOS	Rate	# clients to be served	Slots
Residential Detox	\$532,131	\$44,344	3,936	\$135.22	1,000	11
MCE County Funded Match	\$109,500	\$9,125				
Total	\$641,631	\$53,469				

B. MCE MATCH AND FFP

1. MCE Rates

MCE service reimbursement requires unmatched local or state funding to match federal funds. This funding has been identified as "MCE County Match" within this Agreement. Federal reimbursement is based on current published Federal Financial Participation (FFP) rates. Rates shall be established subsequent to the agreement and shall be communicated to Contractor through an administrative memorandum that will be an attachment to the agreement.

2. MCE Maximum

MCE services described in Exhibit A, Section I.B.3 shall be funded by County match (50%) and by the Federal Financial Participation (50%). The 50% County match is included in the fixed rate payments. The FFP maximum shall not exceed ONE HUNDRED NINE THOUSAND FIVE HUNDRED DOLLARS (\$109,500) for the period July 1, 2011 through June 30, 2012. The FFP shall be paid on a fee-for-service format based upon monthly invoices provided by the Contractor. FFP payments shall be 50% of the rates for MCE services. The maximum payment for MCE services, including both the County match and the FFP, shall not exceed

\$219,000.

3. MCE Reporting and Reconciliation

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

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

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

Reports and invoices shall be sent to:

AOD Program Analyst
400 Harbor Blvd. Bldg. E
Belmont, CA 94002

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

If the final reconciliation shows that services were provided to MCE eligible clients for which MCE payment was not made, County shall pay Contractor for services delivered at the MCE rate included herein. In any case, the maximum payment shall not exceed the Agreement maximum as established in Paragraph I.A. of this Exhibit B.

4. Billing

MCE services will be billed and reimbursed in accordance with the AOD Policy and Procedure Handbook and the BHRS Documentation Handbook. County funded MCE match is paid on a fixed rate basis and will be reconciled to the actual service billed on a quarterly basis. Federal Financial Participation (FFP) reimbursement rates are based on the established MCE rates. County funding is required to meet local FFP match requirements. In the event that Contractor fails to meet contractual obligations in MCE service delivery and billing, BHRS may suspend or withhold payment. In the event that Contractor exceeds billing target, an amendment will be required, at the County option to identify funds for County match requirement and to increase FFP revenues. Service specific reimbursement rates for FY11/12 are pending approval of San Mateo County's Low Income Health Program application and, upon approval, shall be communicated to Contractor through an administrative memorandum that will serve as an amendment to the agreement.

5. MCE Disallowances

County and Contractor agree that in the event that any MCE services provided by Contractor are disallowed for MCE reimbursement due to: 1) Contractor's failure

to provide documentation adequate to support Contractor's services per the AOD Policy and Procedure Manual and the BHRS Documentation Manual; 2) Client being ineligible for MCE reimbursement; and/or 3) Contractor's failure to obtain prior authorization for MCE services from the BHRS Access Call Center; then subsequent MCE payments shall be reduced by the amount of the FFP paid for disallowed services, or Contractor shall reimburse the County.

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

C. REQUIRED FISCAL DOCUMENTATION

- 1 Contractor's annual budget, and line item narrative justification covering all contracted services under this Agreement is subject to review and approval by the San Mateo County Alcohol and Other Drug Services program liaison for each fiscal year.
2. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Policy and Procedure Handbook.

D. 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.

E. EARLY TERMINATION

In the event this Agreement is terminated prior to June 30, 2012, 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.

F. 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.

G. CLAIMS/INVOICE CERTIFICATION AND PROGRAM INTEGRITY

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
2. Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of

California.

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

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

Executed at _____ California, on _____, 20__

Signed _____ Title _____

Agency _____”

Attachment C
Election of Third Party Billing Process

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

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

Option One

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

We, Horizon Services, elect option one.

Signature of authorized agent

Name of authorized agent

Telephone number

Option Two

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

We, Horizon Services, elect option two.

Signature of authorized agent

Name of authorized agent

Telephone number

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

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

**Attachment D
Payor Financial Form**

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

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

To determine family's UMDAP liability, please list any other family members currently being seen by Mental Health:

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

3rd Party HEALTH INSURANCE INFORMATION

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

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

I affirm that the statements made herein are true and correct. I understand that I am responsible for paying the UMDAP liability amount or cost of treatment received by myself or by members of my household during each 1-year period. If the cost of service is more than the UMDAP liability amount, I pay the lesser amount. It is my responsibility and I agree to provide verification of income, assets and expenses. If I do not, I will be billed in full for services received. I authorize San Mateo County 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	DATA ENTRY DATE
	CLIENT ACCOUNT #	

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

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

Instructions for Checking Medi-Cal Eligibility Using the Internet

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

***NOTE:**

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

Helpful Hints:

Click on Back - to return to Transaction Services screen

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

Patient Recall – once any transaction has been performed on a client, pressing this button will fill in the common fields with all of the information from the last transaction. This is useful for using the

same client on different transaction (such as an eligibility verification, then a Share of Cost) or for correcting data when a transaction has gone through with incorrect data.

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

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

***NOTE:**

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

Attachment D
Payor Financial Form

Helpful Hints:

Click on Back - to return to Transaction Services screen

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

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

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

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

ATTACHMENT E

FINGERPRINTING CERTIFICATION

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

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

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

Horizon Services Inc.
Name of Contractor

Signature of Authorized Official

C. Keith Lewis
Name (please print)

Title (please print)

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.

Horizon Services Inc.
Name of 504 Person - Type or Print

Horizon Services Inc.
Name of Contractor(s) - Type or Print

1151 A Street
Street Address or P.O. Box

Hayward, CA 94541
City, State, Zip Code

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

Signature

Title of Authorized Official

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:	Horizon Services Inc.	Phone:	(510) 582-2100
Contact Person:	C. Keith Lewis	Fax:	(510) 582-1221
Address:	1151 A Street Hayward, CA 94541		

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.

Signature

Name

Date

Title