AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND STARVISTA

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

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement on October 8, 2019 for mental health services and alcohol and other drug services, for the term July 1, 2019 through June 30, 2021, in the amount of $8,821,793; and

WHEREAS, the parties wish to amend the Agreement to include Youth and Adult Mental Health First Aide, increasing the amount of by $78,948 to $8,900,741, with no change to the agreement term.

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

1. Section 4. Payments of the agreement is amended to read as follows:

   In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A.1.1, A.2.1, and A.3.1," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B.1.1, B.2.1 and B.3.1." 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 EIGHT MILLION NINE HUNDRED THOUSAND SEVEN HUNDRED FORTY-ONE DOLLARS ($8,900,741).

2. Exhibit A.1, A.2 and A.3 is hereby deleted and replaced with Exhibit A.1.1, A.2.1 and A.3.1 attached hereto.

3. Exhibit B.1, B.2 and B.3 is hereby deleted and replaced with Exhibit B.1.1, B.2.1 and B.3.1 attached hereto.

4. All other terms and conditions of the agreement dated October 8, 2019, between

the County and Contractor shall remain in full force and effect.

*** SIGNATURE PAGE TO FOLLOW ***

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

COUNTY OF SAN MATEO

By:_____
President, Board of Supervisors
San Mateo County

Date:_____

ATTEST:

By:_____
Clerk of Said Board

STARVISTA

Sara Larios Mitchell

Digitally signed by Sara Larios Mitchell
Date: 2020.04.13 12:02:11 -07'00'

Contractor's Signature

Date:_____

EXHIBIT A.1.1 – SCOPE OF WORK
STARVISTA
FY 2019 – 2021

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

In consideration of the payments set forth in Exhibit B.1.1, Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

In providing its services and operations, Contractor shall maintain compliance with requirements listed in the Alcohol and Other Drug (AOD) Policy and Procedure Manual including additions and revisions, incorporated by reference herein. As referenced in the Department of Health Care Services (DHCS) Intergovernmental Agreement for substance use disorder (SUD) services, General Definitions and Definitions specific to Drug Medi-Cal may be found in the AOD Policy and Procedure Manual located at http://smchealth.org/bhrs/aod/handbook. Documentation standards and requirements for all services may also be found in the AOD Policy and Procedure Manual located at http://smchealth.org/bhrs/aod/handbook. Reimbursement is contingent upon client eligibility, compliance with referral and authorization process and procedures, and documentation requirements as outlined in the AOD Policy and Procedure Manual located at: http://smchealth.org/bhrs/aod/policy.

A. Drug Medi-Cal Organized Delivery System SUD Treatment Services

Contractor shall provide treatment services described herein as part of the SMC Drug Medi-Cal Organized Delivery System (DMC-ODS). Contractor shall work with other ODS providers to ensure a seamless service delivery system to clients needing levels of care not provided by the Contractor. The description of all levels of care and Evidence-based Practices (EBPs) provided by SMC DMC-ODS are contained in the AOD Policy and Procedure Manual.

All program staff providing services to San Mateo County residents shall be certified or registered as defined in Title 9, CCR, Division 4, Chapter 8. SUD programs and facilities shall be licensed and/or certified by the DHCS Licensing and Certification Division. Contractors not in compliance with these requirements shall be subject to corrective action, up to and including fees, withheld payments, or termination of this Agreement.

Services will include the following:

1. Outpatient Services – ASAM 1.0

   a. Outpatient services shall be up to nine (9) hours a week for adults, and less than six (6) hours a week for adolescents as determined to be medically necessary by the Medical Director or LPHA.
      i. Outpatient treatment services for adolescents shall comply with Federal, State and Local regulations and with the Youth Treatment Guidelines set forth and as amended by the DHCS located at: http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf

   b. Outpatient services shall have of a minimum of two (2) group counseling sessions per month, and at least one (1) hour of individual counseling sessions per month.

   c. Outpatient services shall include intake, individual counseling, group counseling, family therapy, patient education, medication services, collateral services, crisis intervention services, treatment planning, case management, physician consultation, and discharge planning and care coordination. Avatar service codes for each outpatient service are:

Service Description	Service Code(s)
Intake	AD101ODS
	AD101ODSPERI
Individual Counseling	AD102ODS
	AD102ODSPERI
Group Counseling	AD103ODS
	AD103ODSPERI
Individual Patient Education	AD104ODS
	AD104ODSPERI
Group Patient Education	AD105ODS
	AD105ODSPERI
Crisis Intervention	AD107ODS
	AD107ODSPERI
Treatment Planning	AD109ODS
	AD109ODSPERI
Discharge Planning	AD109ODS
	AD109ODSPERI
Family Counseling	AD110ODS
	AD110ODSPERI

Collateral Service	AD111ODS
	AD111ODSPERI
Case Management	AD61
	AD61PERI
Physician Consultation	AD97ODS
	AD97ODSPERI
Urinalysis Testing	AD75
Non-NTP Medication Assisted Treatment	AD601ODSMAT
	AD601ODSPERIMAT

d. Services may be provided in-person, by telephone, or telehealth, in any appropriate setting in the community. Contractor shall ensure confidentiality of all services provided via telehealth and/or in the community.

e. Contractor shall ensure that all clients enrolled in outpatient services receive medically necessary, individualized and trauma-informed treatment services, based upon the client's ASAM needs assessment, DSM-V diagnosis, and individual clinical needs.

2. Intensive Outpatient Services – ASAM 2.1

a. Intensive outpatient services shall provide structured programming to clients as medically necessary for a minimum of nine (9) hours per week and a maximum of nineteen (19) hours per week for adult perinatal and non-perinatal clients. Adolescents are provided a minimum of six (6) hours and a maximum of nineteen (19) hours per week.

b. Intensive outpatient services shall have a minimum of one (1) hour of individual counseling session per week.

c. Intensive outpatient services shall include: intake, individual and/or group counseling, patient education, family therapy, medication services, collateral services, crisis intervention services, treatment planning, case management, physician consultation, and discharge planning and care coordination. Avatar service codes for each intensive outpatient service are:

Service Description	Service Code(s)
Intake	AD201ODS
	AD201PERI
Individual Counseling	AD202ODS
	AD202ODSPERI
Group Counseling	AD203ODS

	AD203ODSPERI
Individual Patient Education	AD204ODS
	AD204ODSPERI
Group Patient Education	AD205ODS
	AD205ODSPERI
Crisis Intervention	AD207ODS
	AD207ODSPERI
Treatment Planning	AD208ODS
	AD208ODSPERI
Discharge Planning	AD209ODS
	AD209ODSPERI
Family Counseling	AD210ODS
	AD210ODSPERI
Collateral Service	AD211ODS
	AD211ODSPERI
Case Management	AD61
	AD61PERI
Physician Consultation	AD97ODS
	AD97ODSPERI
Urinalysis Testing	AD75
Non-NTP Medication Assisted Treatment	AD601ODSMAT
	AD601ODSPERIMAT

d. Services may be provided in-person, by telephone, or telehealth, in any appropriate setting in the community. Contractor shall ensure confidentiality of all services provided via telehealth and/or in the community.

e. Contractor shall ensure that all clients enrolled in intensive outpatient services receive medically necessary, individualized and trauma-informed treatment services, based upon the client's ASAM needs assessment, DSM-V diagnosis, and individual clinical needs.

3. Unplanned or Early Terminations from All Levels of Care

For all unplanned or early terminations from treatment, Contractor shall notify Medi-Cal beneficiaries of Contractors intent to terminate service at least ten (10) days prior to end date or termination date, by providing the beneficiary with a Notice of Adverse Benefit Determination (NOABD). The NOABD shall clearly state the reason for early termination, and document previous attempts to communicate the possibility of discharge directly to the beneficiary and the treatment team when applicable. If the beneficiary is an imminent danger to themselves or others, or is gravely disabled, then

Contractor may terminate services immediately and shall provide the beneficiary with a NOABD.

a. Contractor shall notify beneficiary's San Mateo County Case Manager immediately upon Contractor's knowledge of beneficiary's potential for early termination or AWOL, and no later than the same day the NOABD is issued.

b. Contractor shall notify the San Mateo County Case Manager via telephone and Avatar Consultation Request Form.

c. Should the beneficiary not be assigned to a San Mateo County Case Manager or should Contractor not know who the beneficiary's assigned Case Manager is, Contractor shall notify the San Mateo County RTX Team via telephone and Avatar Consultation Request Form.

d. Contractor shall consult and/or meet with the San Mateo County Case Manager and other individuals involved in the beneficiary's care prior to terminating the beneficiary from treatment and develop a mutually agreeable written plan to keep the beneficiary in treatment and not terminate from care prior to the planned discharge date.

e. If Contractor and the San Mateo County Case Manager determine the beneficiary needs a higher Level of Care or may be best served by a different provider, then Contractor shall work with the Case Manager and the receiving provider to ensure transition of care without any gaps in treatment.

f. Contractor and the San Mateo County Case Manager will make every effort to maintain the beneficiary in treatment and not terminate from care prior to the planned discharge date. If Contractor has issued the beneficiary a NOABD, they may rescind it if they are successful in maintaining the beneficiary in care.

g. The NOABD outlines the beneficiary's rights to appeal early terminations from care. San Mateo County will review beneficiary appeals and may mandate the provider to re-admit the beneficiary into treatment should the appeal be found in the beneficiary's favor.

4. Case Management

Case management services complement treatment services to address areas in the client's life that may negatively impact treatment success and overall quality of life. Case management services connect clients to outside systems of care, such as mental health services and primary care services. Case management also helps clients transition through different levels of care in the SUD treatment continuum. Case management services shall be provided and documented in accordance with the procedures outlined in the Documentation Manual.

a. Case management services are available to all clients who enter SUD treatment.

   i. Case management services shall be provided face-to-face, by telephone, or telehealth and may be provided in any appropriate setting in the community. If services are provided in the community, Contractor shall maintain confidentiality requirements/guidelines and document how confidentiality was maintained.

   ii. Case management services shall include, but are not limited to the following:

      1) Comprehensive assessment and reassessment to determine medical necessity of continuation of case management services;

      2) Monitor client's progress and transition coordination to a higher or lower level of SUD care, as medically necessary;

      3) Facilitate warm hand-off transition in SUD level of care, including into Recovery Services, and coordinating with and forwarding necessary documentation to the receiving provider.

      4) Develop and revise treatment or recovery services plan as medically necessary;

      5) Communicate, coordinate, refer and any related activities;

      6) Monitor service delivery to ensure client access to service;

7) Patient advocacy, linkages to physical and mental health care, transportation to and retention in primary care services; and

8) Coordinate care and communicate with primary care, MAT or NRT provider, community health clinic and mental health provider to ensure a coordinated approach to client's treatment, and monitoring and follow up with other agencies regarding appointments or other services received by the client.

9) Coordinate care and communicate with County and State entities (Probation, Parole, Child Welfare, Courts, Housing providers, RTX, Pathways, IMAT, Service Connect, Drug Court, DUI Court, etc.) to align objectives and priorities and to ensure the social aspects of health and well-being are coordinated with health services.

10) Advocate for the client with health/social providers, County or community partners, the Courts, and others in the best interest of the client.

11) Help client apply for, keep, or transfer (as needed) benefits such as Medi-Cal, General Assistance, SSI/SSDI, CalWORKs, or housing subsidies.

12) Link clients to community resources or services that maximize independence and support recovery goals, including food banks or churches for groceries or meals, clothing assistance, transportation services, vocational services, and support for employment or education.

13) Case management shall be consistent with and shall not violate the confidentiality of alcohol or drug patients as set forth in 42 CFR Part 2, and California law.

5. Physician Consultation

Physician Consultation Services include consultations between provider physicians and addiction medicine physicians, addiction

psychiatrists or clinical pharmacists. Physician consultation services are designed to assist provider physicians, allowing them to seek expert advice regarding the design of treatment plans for individual DMC beneficiaries. Physician consultation services may address medication selection, dosing, side effect management, adherence to treatment regiment, drug-drug interactions, or level of care considerations.

6. Recovery Services

Recovery Services shall be provided to clients following completion of treatment, when medically necessary. Recovery services may be provided face-to-face or by telephone with the client, in any appropriate setting in the community. Recovery services shall include:

a. Periodic outpatient counseling services in the form of individual or group counseling as needed to stabilize the client and reassess if client is in need of further care;

b. Recovery coaching, monitoring via telephone and internet;

c. Peer-to-peer services and relapse prevention;

d. Linkages to life skills, employment services, job training, and education services;

e. Linkages to childcare, parent education, child development support services, family/marriage education;

f. Linkages to self-help and support, spiritual and faith-based support; and

g. Linkages to housing assistance, transportation, case management, individual services coordination.

h. Avatar service codes for Recovery Services are:

Service Description	Service Code
Individual Counseling	AD501ODSRSI
Group Counseling	AD502ODSRSG
Case Management	AD503ODSRSCM
Recovery Monitoring	AD504ODSRSRM

7. Withdrawal Management

Contractor is encouraged to obtain withdrawal management (WM) certification. Once certified, Contractor shall provide WM services according to the ASAM Criteria, when medically necessary, in accordance with the client's individualized treatment plan. Avatar service codes for withdrawal management will be created upon Contractor certification.

Contractor shall ensure that clients receiving both residential services and WM services are monitored during the detoxification process. Withdrawal management services include the following:

a. ASAM 1.0-WM

Ambulatory withdrawal management without extended on-site monitoring. For clients in mild withdrawal who require daily or less than daily outpatient supervision.

b. ASAM 2.0-WM

Ambulatory withdrawal management with extended on-site monitoring. For clients in moderate withdrawal who require all day withdrawal management and support and supervision; at night, the client has a supportive family or living situation.

8. Community-Based Services

Contractors may provide outpatient or intensive outpatient services in any appropriate community setting based on client need.

a. All service locations shall comply with 42 CFR Part 2, and client confidentiality shall be maintained.

b. Contractor may provide services in multiple community settings. However, Contractor's staff may not be assigned a primary worksite that is not DMC certified without informing BHRS QM and BHRS AOD Administration. Contractor may be required to apply for DMC certification and SUDS licensure for that setting.

9. Telehealth

Contractor may utilize telehealth when providing treatment services only when the following criteria are met:

a. The professional determining medical necessity is located onsite, and the client receiving the services is located remotely.

b. All telehealth equipment and service locations comply with 42 CFR Part 2, and client confidentiality is maintained.

10. Services in Addition to Required DMC-ODS Services

The following services are also included in the DMC-ODS continuum of care, although they are not reimbursable by DMC. Contractor may provide the following services; however, Contractor shall refer clients to these services based upon client need, medical necessity, and client eligibility. Avatar service codes are:

Service Description	Service Code
Recovery Residences	AD96
	AD997 – when client is on a leave of absence
Sober Living Environment	AD95
Sobering Station	N/A - Sobering Station episodes are not entered into Avatar

11. Contractor Requirements

a. Licensure/Agency

Contractor shall be licensed, registered, and DMC certified in accordance with applicable laws and regulations. Contractor shall comply with the following regulations and guidelines. In the event of a conflict between regulatory requirements, the more stringent provisions shall prevail.

i. Title 21, CFR Part 1300, et seq.,

ii. Title 42, CFR, Part 8;

iii. Drug Medi-Cal Organized Delivery System Special Terms and Conditions

iv. Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1;

v. DHCS Alcohol and/or Other Drug Program Certification Standards;

vi. Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq.; and

vii. Title 22, CCR, Division 3, Chapter 3, sections 51000 et. seq.

b. Staffing Requirements

Contractor shall employ licensed or certified/registered counselors in accordance with Title 9, CCR, Division 4, Chapter 8 to provide covered services.

i. Professional staff must be licensed, registered, certified or recognized under California scope of practice statutes. Professional staff shall provide services within their individual scope of practice and receive supervision required under their scope of practice laws. A Licensed Practitioner of the Healing Arts (LPHA) includes the following:

1) Physician

2) Nurse Practitioners

3) Physician Assistants

4) Registered Nurses

5) Registered Pharmacists

6) Licensed Clinical Psychologists

7) Licensed Clinical Social Worker

8) Licensed Professional Clinical Counselor

9) Licensed Marriage and Family Therapists

10) License Eligible Practitioners working under the supervision of Licensed Clinicians

ii. Non-Professional staff shall receive appropriate onsite orientation and training prior to performing assigned duties. Non-professional staff shall be supervised by professional and/or administrative staff.

Contractor shall comply with HSC Section 11833(b)(1): Any individual who provides counseling services in a licensed or certified alcohol and other drug (AOD) program, except for licensed professionals, must be registered or certified with a DHCS approved certifying organization prior to providing counseling services.

In Fiscal Year 2019-2020, San Mateo County BHRS will establish a minimum expectation that a set percentage of Contractor's AOD counselors will be certified with a DHCC approved certifying organization. A Contractor not in compliance with the minimum expectation will be required to submit a request for a temporary exemption. The request will include justification for the exemption, and a plan with a timeline to meet the minimum expectation.

iii. Professional and Non-Professional staff shall have appropriate experience and all necessary training at the time of hiring.

iv. Registered and certified SUD counselors providing treatment services shall adhere to all certification requirements in the CCR Title 9, Division 4, Chapter 8 and HSC Section 11833 (b)(1).

v. Prior to delivery of services under this Agreement, Contractor shall employ a Medical Director enrolled with DHCS under applicable state regulations,screened as a limited categorical risk within one (1) year prior to serving as Medical Director in accordance with 42CFR455.50(a), and has signed a Medicaid provider agreement with DHCS as required by 42 CFR 431.107.

vi. All staff of Contractor shall undergo fingerprint background checks prior to hiring or service delivery, whichever comes first in accordance with CFR 455.34.

vii. Prior to the delivery of services, all treatment staff shall be trained in ASAM criteria, which consists of two e-training modules entitled "ASAM Multidimensional Assessment" and "From Assessment to Service Planning and Level of Care".

c. Other Requirements

Contractor shall comply with all DHCS DMC-ODS mandated reporting requirements, and is required to inform BHRS QM and BHRS Program Analyst within forty-eight (48) hours after an occurrence, of the following:

i. Leadership or staffing changes.

ii. Organizational and/or corporate structure changes (example: conversion to non-profit status).

iii. Changes in the type of services being provided at that location; day treatment or medication support services when medications are administered or dispensed from the provider site.

iv. Significant changes in the physical plant of the provider site (some physical plant changes could require a new fire or zoning clearance).

v. Change of ownership or location.

vi. Complaints regarding the provider

12. Client Eligibility

a. Clients are eligible to receive DMC-ODS services if they: (a) are receiving San Mateo County Medi-Cal benefits or are eligible to receive San Mateo County Medi-Cal benefits; (b) are not currently institutionalized; (c) have a substance use disorder per the most current published edition of the Diagnostic and Statistical Manual (DSM-V) and meet ASAM medical necessity criteria; and (d) are a San Mateo County resident.

b. Clients may also be eligible to receive treatment and recovery services under San Mateo County's DMC-ODS network of care using non-Medi-Cal funding if they: (a) do not have health care coverage; (b) are not currently institutionalized; (c) have a substance use disorder per the most current published edition of the Diagnostic and Statistical Manual (DSM-V) and meet ASAM medical necessity criteria; and (d) are a San Mateo County resident.

c. Contractor Responsibilities:

i. Contractor shall verify the client's residency status to ensure they are a San Mateo County resident.

Homeless or transient clients shall be homeless or transient in San Mateo County. A statement of verification shall be kept in the client's file.

ii. Contractor shall verify the client's Medi-Cal eligibility status on a monthly basis. Verification of Medi-Cal eligibility shall be kept in the client's file.

d. Medical Necessity

i. Medical necessity shall be determined by the Medical Director, licensed physician, or LPHA. After establishing a DSM-V diagnosis, the diagnosing professional shall apply ASAM criteria to determine the appropriate level of care for placement.

ii. Medical necessity for adults age twenty-one (21) and over is determined by the following:

1) The individual has at least one (1) substance-related diagnosis from the DSM-V, excluding tobacco-related disorders.

2) The individual meets the ASAM Criteria definition of medical necessity to receive services.

iii. Medical necessity for youth and adults under the age of twenty-one (21) is determined by the following:

1) The individual has at least one (1) substance-related diagnosis from the DSM-V, excluding tobacco-related disorders or is assessed to be at risk for developing a substance use disorder, and

2) The individual meets the ASAM Criteria definition of medical necessity for adolescent services.

iv. Medical necessity shall be re-evaluated and re-determined at each Treatment Plan update, each Level of Care change, and at least once every six (6) months for the duration of treatment services.

1) Narcotic Treatment Programs/Opioid Treatment Programs shall re-evaluate and re-determine

medical necessity at least annually for the duration of treatment services.

13. Timely Access to Service

a. Contractor shall deliver the client's first appointment for outpatient or intensive outpatient services within ten (10) calendar days of the initial request.

b. Contractor shall deliver the client's first appointment for residential services within three (3) calendar days of the initial request.

i. Interim services shall be provided to injection drug using and perinatal services-eligible clients when residential services are not immediately available.

c. Contractor shall ensure that a client experiencing a medical or psychiatric emergency will be transported to the nearest hospital for treatment.

d. Contractor shall advise clients in the program of the County's twenty-four (24) hour on-call Access Call Center. Contractor shall advise clients how to receive treatment or other covered services after hours, weekends and holidays.

e. Contractor's hours of operation shall be no less than the hours of operation to non-Medi-Cal clients.

14. Coordination of Care

Contractor shall provide coordination of client care. Initial care coordination may be provided by the BHRS Residential Treatment Authorization Team (RTX), Whole Person Care (WPC) or Integrated Medication Assisted Treatment Team (IMAT). Once a client is enrolled in and connected to the SUD treatment program, care coordination will be transferred to Contractor. Care coordination responsibilities will comply with those identified in the BHRS DMC-ODS Implementation Plan.

a. Contractor shall ensure coordination and continuity of care within the standards in accordance with 42 CFR 438.208.

b. Contractor shall ensure that through the course of coordinating care, the client's privacy is protected in accordance with all Federal and State privacy laws, including

but not limited to 45 CFR 160 and 164, to the extent that such provisions are applicable.

c. Contractor shall ensure that female and transgender male clients have direct access to a women's health specialist, to provide routine and preventive health care services necessary, within the network for covered care. This is in addition to the clients designated source of primary care if that source is not a women's health specialist, pursuant to 42 CFR 438.206(b)(2).

d. Contractor shall provide treatment services to clients receiving Medication Assisted Treatment. Contractor shall communicate regularly with the prescribing physician(s) of client prescribed medications unless the client refuses to consent to sign a 42 CFR part 2 compliant Release of Information for this purpose.

15. Sharing Information with Clients

Contractor shall not prohibit or restrict any licensed, registered or certified professional staff, acting within their scope of practice, from advising or advocating on behalf of the client, for whom Contractor is providing SUD treatment from any of the following:

a. The client's health status, medical care or treatment options including any alternative treatment that may be self-administered.

b. Any information the client needs in order to decide among all relevant treatment options,

c. The risks, benefits and consequences of treatment or non-treatment,

d. The clients' right to participate in decisions regarding his/her healthcare including the right to refuse treatment and to express preference regarding future treatment decisions.

16. Laboratory Requirements

Contractor shall use testing services of certified laboratories that are in good standing to perform testing on human specimens under the Clinical Laboratory Improvement Amendments of 1988 (CLIA) unless exempt from CLIA or are SAMHSA certified.

B. Non-Drug MediCal Organized Delivery System Services

Contractor shall provide substance use disorder (SUD) treatment and recovery services, with structure and supervision, to further a participant's ability to improve his/her level of functioning. These services do not fall within the Drug MediCal Organized Delivery System but are offered by Contractor. Any program staff providing services to San Mateo County residents shall be certified or registered as defined in Title 9, CCR, Division 4, Chapter 8. SUD programs and facilities shall be licensed and/or certified by the DHCS Licensing and Certification Division.

1. Medication Assisted Treatment

    a. Case manager knowledge, skills and abilities shall include:

        i. Familiarity with and desire to engage a high-risk population;

        ii. Knowledge of Motivational Interviewing techniques, trauma-informed care, and co-occurring issues;

        iii. Strengths-based case management approach;

        iv. Ability to collaborate and communicate with multiple partner providers; and

        v. Provide field-based outreach and support, including transportation.

    b. Case management services include:

        i. Daily communication and collaboration with IMAT team to identify and track high-risk individuals;

        ii. Work with IMAT ED team to accept referrals to FCSS, help transport when available, from the ED to FCSS;

        iii. Collaborate with IMAT team to track identified IMAT candidates following eighteen (18) hour stay at FCSS;

        iv. Support linkage to detox, and other community resources for IMAT/high-risk clients;

        v. Work with IMAT team to locate, outreach and engage MAT clients who previously declined services;

        vi. Identify/screen potential MAT candidates amongst FCSS client population;

vii. Refer potential candidates to IMAT Case Managers for follow-up;

viii. Complete ASAM screening tool for potential referrals; and

xi. Provide linkage to other community-based supports such as VORSMC, and housing support services.

c. Reporting Requirements

Number of potential IMAT candidates identified, by the following:

i. number of candidates that accepted services

ii. number of candidates that refused services, and

iii. number of candidates that are ineligible due to health insurance or other issue

1) Number of referrals made for enrollment in health insurance benefits

a) CM will have direct access to the IMAT Benefits Analyst performing research of insurance status and enrollment

2) Number of SUD screenings completed for potential IMAT candidates

a) CM will use IMAT identified screening tool(s) for program consistency

3) Number of referrals made for medication assisted treatment (MAT) evaluation to the HR 360 MAT clinic

4) Successful linkage to substance use treatment, mental health services, other community supports

5) Weekly census tracking of current clients

2. Urinalysis Testing

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

Contractor shall establish procedures which protect against falsification and/or contamination of any urine sample, and must document urinalysis results in the client's file.

3. First Chance Sobering Station

The First Chance Sobering Station (FCSS) shall remain open twenty-four (24) hours per day, seven (7) days per week, three hundred sixty-five (365) days per year, and is an alternative to jail for those arrested for driving under the influence or public intoxication. Contractor shall provide coping strategies for clients while they recover from intoxication, assessments, and referrals to treatment, and can provide extended case management. Contractor shall provide sleeping facilities, a lounge area, and limited meals. Program participants may stay up to eighteen (18) hours and shall be brought in by a police officer or referred from a designated referral source. The facility shall admit approximately two thousand eight hundred (2,800) individuals per year.

4. Tennant Improvements at Sobering Station Facility

The Whole Person Care Pilot is designed to coordinate health care, behavioral health care and social services for clients who are high users of multiple systems and continue to have poor health outcomes. Services are delivered in a client-centered manner with the goal to improve the participating client's health and wellbeing through more efficient and effective use of resources.

The Pilot includes creating a new 4-bed Residential Detoxification Facility. The first phase of this project is to build showers and create space for a 4-bed detoxification facility, to the location currently known as the Sobering Station.

C. Non-Reimbursable Services

1. Driving Under the Influence

In accordance with the AOD Policy and Procedure Manual, Contractor shall provide the Driving Under the Influence (DUI) program services to clients who have been referred by the Department of Motor Vehicles, Probation, or the Superior Court.

2. Deferred Entry of Judgement
In accordance with the AOD Policy and Procedure Manual, Contractor shall provide the Deferred Entry of Judgment (DEJ) to clients who have been referred by the Probation Department.

D. Priority Populations

Through the Substance Abuse Prevention and Treatment (SAPT) Block Grant, BHRS is required to serve priority population clients. Contractor shall establish partnerships for the provision of referral to interim or treatment services when capacity is not available, as described in the AOD Policy and Procedure Manual. Contractor shall give priority admission to the following populations, provided they are residents of San Mateo County and do not have health care coverage:

1. Pregnant females who use drugs by injection;

2. Pregnant females who use substances;

3. Other persons who use drugs by injection; and

4. As Funding is Available – all other clients with a SUD, regardless of gender or route of use, without insurance or for whom coverage is terminated for short periods of time.

II. ADMINISTRATIVE REQUIREMENTS

In providing its services and operations, Contractor shall maintain compliance with requirements of the AOD Policy and Procedure Manual, including additions and revisions, which are incorporated by reference herein.

A. System-Wide Improvements

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

1. Community Service Areas

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

2. External Quality Reviews

DHCS has contracted with an External Quality Review (EQR) organization to conduct a review of the overall quality of services, service accessibility, and availability provided under the ODS. The EQR also requires annual Performance Improvement Projects (PIP) that improve both clinical and administrative performance of the ODS.

a. Contractor shall participate in EQR focus groups, surveys, and other performance measurement and data collection activities.

b. Contractor shall participate in all PIPs implemented by BHRS as part of the EQR process.

3. Direct Service Time

Contractor shall report the time spent providing direct services to clients. Contractors shall develop and implement a weekly direct service time target of fifty-five percent (55%) for staff who provide direct clinical, counseling, and/or treatment services to clients. Contractors may request assistance from BHRS in meeting this requirement.

a. A Contractor providing outpatient and intensive outpatient treatment services shall report the number of minutes spent providing intake, individual counseling, group counseling, individual patient education, group patient education, crisis intervention, treatment planning, case management, physician consultation, discharge services, and documentation of these services in Avatar.

b. A Contractor providing residential treatment services and enhanced services shall report the number of minutes spent providing intake, individual counseling, group counseling, individual patient education, group patient education, crisis intervention, treatment planning, case management, physician consultation, discharge services, and documentation of these services to the AOD program analyst on a quarterly basis.

B. Qualified Service Organization

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

1. Centralized screening, assessment, and treatment referrals;

2. Billing supports and services;

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

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

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

6. Education, training and technical assistance as needed.

C. No Unlawful Use or Unlawful Use Messages Regarding Drugs

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

D. Restriction on Distribution of Sterile Needles

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

E. AVATAR Electronic Health Record

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

2. Contractor shall maintain compliance with all documentation, reporting, billing and all other data requirements as required in the BHRS Documentation Manual, Title 22, DMC-ODS STCs, the DHCS AOD Program Certification Standards, CalOMS Tx Data Collection

Guide, DMC Billing Manual, and the AOD Policy and Procedure Manual, including additions and revisions.

3. Contractor shall submit electronically treatment capacity and waitlist data to DHCS via DATAR. Contractor shall comply with all BHRS tracking methods for client waitlist times and capacity. This information shall be used to determine unmet treatment needs and wait times to enter treatment.

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

F. Quality Management and Compliance

1. Clinical Standards of Care and Evidenced-Based Practices

All services provided under this agreement shall be safe, effective, patient centered, timely, culturally competent, efficient and equitable, as defined by the Institute of Medicine.

a. In providing its services and operations, Contractor shall maintain full compliance with the San Mateo County BHRS Standards of Care, Best Practice Guidelines for Working with Limited English Proficiency and LGBTQ Clients, Federal Cultural and Linguistic Access Standards (CLAS) requirements. Contractor shall comply with at least two (2) of the five (5) DMC-ODS Evidenced-Based Practices. Annually, Contractor shall provide a written report on the status of compliance with, and annual staff training on, the following:

i. Standards of Care

ii. Best Practice Guidelines for Working with Limited English Proficiency and LGBTQ Clients

iii. At least two (2) of the DMC-ODS Evidenced-Based Practices. The DMC-ODS Evidenced-Based Practices include: Motivational Interviewing, Cognitive-Behavioral Therapy, Relapse Prevention, Trauma-Informed Treatment, and Psycho-Education

iv. Federal CLAS requirements

2. Complex Clients and Co-occurring Disorders

a. Contractor shall implement co-occurring capable policies, procedures, assessments, treatment planning, program content, and discharge planning. Contractor shall coordinate and collaborate with behavioral and physical health services, and: initiate and coordinate with mental health services when appropriate, provide medication monitoring, coordinate with primary health services, and addiction and psychological assessment and consultation.

b. Contractor shall not exclude from treatment, persons who require high risk, specialized services or special health needs. Contractor shall work with the health care providers of clients with special health care needs. Contractor shall collaborate with BHRS and other service providers to meet the identified needs of such clients. Contractor shall not arbitrarily deny or reduce the amount, duration, or scope of services solely because of the client's diagnosis, type of illness, or condition of the client. Contractor shall provide Medi-Cal beneficiaries with a NOABD each time Contractor denies or reduces the amount, duration, or scope of services the beneficiary is receiving.

   i. Contractor shall seek ongoing training and support for staff to stay current with best practices for serving individuals with co-occurring disorders.

   ii. A Contractor that provides SAPT Block Grant Perinatal services to pregnant and postpartum individuals shall comply with the requirements contained in Title 22, Section 51341.1, Services for Pregnant and Postpartum Women, and with the DHCS Perinatal Practice Guidelines.

   iii. Women, transgender men, and gender nonconforming Medi-Cal beneficiaries who are pregnant or up to sixty (60) days postpartum are eligible to receive DMC-ODS Perinatal services.

   iv. A Contractor that provides adolescent treatment services shall comply with the Youth Treatment Services Guidelines. Assessments and services for adolescents shall follow the ASAM Adolescent Treatment Criteria.

3. Quality Management Program and Quality Improvement Plan

Contractor must have a Quality Management Program and submit a Quality Improvement Plan to Behavioral Health and Recovery Services (BHRS) Quality Management (QM) annually by June 30. The Quality Improvement Plan should address 1) how the Contractor will comply with all elements of this Agreement, 2) the Contractor will maintain an audit disallowance rate of less than five percent (5%), and 3) first appointment will be within ten (10) days of referral or request of service for outpatient services; twenty-four (24) hours for residential treatment; and three (3) calendar days for NRT.

BHRS QM will provide feedback if the plan submitted is missing critical components related to San Mateo County requirements. Additional feedback may be available if requested prior to the submission date.

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

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

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

4. Grievance Process

Contractor shall notify beneficiaries of their right to the following:

a. a state fair hearing, how to obtain a hearing and representation rules at the hearing;

b. file grievances and appeals, and the requirements and timeframes for filing;

i. Beneficiaries may file a grievance, either orally or in writing, either with DHCS, the County, or the Contractor

ii. Beneficiaries may request assistance with filing grievances and appeals

i. If the beneficiary is grieving or appealing the termination, denial, or a change in type or frequency of services, the beneficiary may request services be continued during the appeal or state fair hearing filing although the beneficiary may be liable for the cost of any continued benefits if the action is upheld.

c. give written consent to allow a provider, acting on behalf of the beneficiary, to file an appeal.

5. Referring Individuals to Psychiatrist

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

6. Medication Storage and Monitoring

For Contractors that provide or store medications: Contractor shall store and monitor medications in compliance with all pertinent state and federal standards. Policies and procedures must be in place for monitoring, and storing medications consistent with BHRS Policy 99-03, Medication Room Management and BHRS Policy 04-08 Medication Monitoring located at www.smchealth.org/bhrs-documents. In particular:

a. Medications are logged in, verified, counted and added to inventory sheets.

b. All medications obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.

c. Medications intended for external use only are stored separately from medications intended for internal use; food and blood samples are stored in separate refrigerators.

d. All medications are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.

e. Medications are stored in a locked area with access limited to staff authorized to monitor medication.

f. Medications are disposed of after the expiration date and recorded.

g. Injectable multi-dose vials are dated and initialed when opened.

h. A medications log is maintained to ensure that expired, contaminated, deteriorated and abandoned medications are disposed in a manner consistent with state and federal laws.

i. Over the counter medications that are not prescribed by the client's physician may not be used (for example, Tylenol).

7. Record Retention

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

8. Documentation of Services

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

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

9. Audits

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

Contractor shall accommodate and cooperate with unannounced chart audits, chart reviews, site visits, and grievance/complaint investigations by BHRS staff with or without advance notice. BHRS has the right to audit, evaluate, inspect any books, records, charts, contracts, computer or other electronic systems of the Contractor, that pertain to any aspect of services and activities performed, or determination of amounts payable under this Agreement at any time. Contractor shall make available, for purposes of an audit, evaluation, or inspection, its premises, physical facilities, equipment, books, records, charts, contracts, computer or other electronic systems related to DMC, SAPT, or any service funded by this contract.

If deficiencies are found during an audit or utilization review of Contractor's services, Contractor shall develop a Corrective Action Plan (CAP) to include the following:

a. Address each demand for recovery of payment and/or programmatic deficiency;

b. Provide a specific description of how the deficiency will be corrected;

c. Specify the date of implementation of the corrective action; and

d. Identify who will be responsible for ongoing compliance.

BHRS will review and approve or require additional changes to the CAP. Contractor failure to submit a CAP within the required timeframe and failure to complete, fully implement, or sustain a CAP over time may result in withheld or denied payments, penalty fees, or termination of this agreement.

10. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

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

ii. Contractor shall participate in Treatment Perception Survey collection processes. Treatment Perception Surveys collect client satisfaction data. Contractor may solicit additional feedback from service recipients and family members. All feedback surveys shall be incorporated into Contractor quality improvement processes and plans.

iii. Contractor shall develop and administer client and family satisfaction surveys on an annual basis for quality improvement and quality assurance purposes.

b. Client/Patient's Rights

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

c. Advance Directives

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

11. Beneficiary Brochure and Provider Lists

Contractor shall provide Medi-Cal beneficiaries new to BHRS with a Member Handbook at the time of their first service from Contractor. The Member Handbook may be downloaded using this link: https://www.smchealth.org/sites/main/files/file-attachments/dmc-ods_member_handbook_072018.pdf.

Contractor is required to be aware of and make available to BHRS Medi-Cal clients all mandatory postings listed at this website http://www.smchealth.org/bhrs/providers/mandpost.

12. Notice of Adverse Benefit Determination

a. Contractor shall issue Medi-Cal beneficiaries a written Notice of Adverse Benefit Determination (NOABD) each time the beneficiary's service is denied, delayed, terminated, or there is a change in the amount, scope, or duration of the treatment service from what was requested by the beneficiary.

Contractor shall use the appropriate BHRS provided templates when issuing a NOABD. The NOABD shall meet the requirements of 42 CFR 438.404.

b. BHRS will conduct random reviews of Contractor to ensure compliance with NOABD requirements.

13. Certification and Licensing

a. SUD Treatment Services

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

ii. Contractor shall submit a copy of any licensing complaint, deficiency findings, or corrective action report issued by a licensing agency to BHRS QM and the AOD Administrator or their designee, within two (2) business days of Contractor's receipt of any such licensing report.

iii. Should Contractor cease to offer a DMC-ODS service, Contractor will work with BHRS to ensure participating clients are successfully transferred to another DMC-ODS provider.

iv. Contractor shall provide written notification to the AOD Administrator of any changes in DMC-ODS offered services at least ninety (90) days prior to implementing the changes in services.

b. DMC-ODS SUD Treatment Services

i. If at any time, Contractor's license, registration, certification, or approval to operate a substance use disorder program or provide a DMC-ODS covered service is revoked, suspended, modified, or not renewed outside of DHCS, the Contractor shall notify DHCS Fiscal Management & Accountability Branch by e-mail at DHCSMPF@dhcs.ca.gov and the BHRS

Program Analyst within two (2) business days of knowledge of such change.

ii. Contractor's certification to participate in the DMC program shall automatically terminate in the event the Contractor or its owners, officers or directors are convicted of Medi-Cal fraud, abuse or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo contendere.

iii. If Contractor is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the Contractor from the DMC program, pursuant to W&I Code, Section 14043.36(a). Information about Contractor's administrative sanction status is confidential until such time as the action is either completed or resolved. The DHCS may also issue a Payment Suspension to Contractor pursuant to W&I Code, Section 14107.11 and Code of Federal Regulations, Title 42, section 455.23. DHCS will authorize BHRS to withhold payments from the DMC Contractor during the time a Payment Suspension is in effect.

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

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

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

i. On an annual basis, Contractor shall require all staff accessing client PHI or PI to sign a confidentiality statement that includes, as a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies.

c. Contractor shall install and actively use comprehensive antivirus software on all workstations, laptops and other systems that process and/or store PHI or PI. The antivirus software solution must have automatic updates scheduled at least daily.

d. All workstations, laptops and other systems that process and/or store PHI or PI shall have critical security patches applied, with system reboot if necessary. Contractor shall document the patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release. Applications and systems that cannot be patched within this timeframe due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.

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

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

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

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

f. Confidentiality Training

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

15. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management (via fax # 650-525-1762) and the BHRS analyst (via fax # 650-802-6440) when there are unusual events including but not limited to: an accident, medication error, violence or significant injury requiring medical treatment of client, staff or member of the community, death of a client, police activity, 9-1-1 call, suicide attempt, or threat to the health or safety of client, staff or member of the community. (Policy #93-11 and 45 C.F.R. § 164, subpart C, in compliance with 45 C.F.R. § 164.316.)

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

a. Contractor shall submit the written Critical Incident report via fax on the same day the incident occurred, or within twenty-four (24) hours.

b. Contractor shall not file or reference a Critical Incident report in the client's chart. However, Contractor shall document the circumstances of the event and services provided.

c. Contractor shall not collect and submit Critical Incident reports in batches.

d. Contractor shall not permit hard copies or electronic copies of the Critical Incident report to be kept by the person reporting the incident. Internal copies may only be maintained by the Contractor's compliance officer/quality management as part of quality oversight. These shall be stored in a secure location without general access. All other copies shall then be shredded or deleted.

e. Contractor shall also comply with DHCS Licensing and Certification Branch Unusual Incident reporting guidelines. The Contractor shall make a telephonic report to the DHCS Complaints and Counselor Certification Division within one (1)

working day for any of the following events: client deaths from any cause, any client injury requiring medical treatment, all cases of communicable disease reportable under HSC Section 3125 or California Administrative Code Title 17 Sections 2500, 2502, or 2503, poisonings, natural disasters, and fires or explosions that occur on the premises. The telephonic report shall be followed by a written report to DHCS within seven (7) days of the event using form DHCS 5079: https://www.dhcs.ca.gov/formsandpubs/forms/forms/sudcd/dhcs_5079.pdf

16. Ineligible Employees

Behavioral Health and Recovery Services (BHRS) requires that contractors comply with Federal requirements as outlined in 42 CFR (438.608) Managed Care Regulations. Contractors must identify the eligibility of employees, interns, or volunteers prior to hiring and on a monthly basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting Form, Policy#93-11) should a current employee, intern, or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns, and volunteers by following procedures included in BHRS Policy # 04-01, which can be found online at: http://www.smchealth.org/bhrs-policies/compliance-policy-funded-services-provided-contracted-organizational-providers-04-01. BHRS Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRS Quality Management if an employee's license is not current or is not in good standing and must submit a plan to correct to address the matter.

a. Credentialing Check – Initial

During the initial contract process, BHRS will send a packet of contract documents that are to be completed by the Contractor and returned to BHRS. Attachment F – Agency/Group Credentialing Information will be included in the contract packet. Contractor must complete Attachment F and return it along with all other contract forms.

b. Credentialing Check – Monthly

Contractor will complete Attachment F – Agency/Group Credentialing Information each month and submit the completed form to BHRS Quality Management via email at: HS_BHRS_QM@smcgov.org or via a secure electronic format.

17. Compliance Plan and Code of Conduct

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

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

18. Fingerprint Compliance

Contractor certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom the Contractor's employees, trainees and/or its subcontractors, assignees, or volunteers have contact. Contractor shall have a screening process in place to ensure that employees who have positive fingerprints shall:

a. Adhere to CCR Title 9 Section 13060 (Code of Conduct) when providing services to individuals with whom they have contact as a part of their employment with the contractor; OR

b. Obtain an exemption from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as a part of their employment with the contractor.

A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

19. Staff Termination

Contractor shall inform BHRS, within two (2) business days, when staff have been terminated. BHRS Quality Management requires prompt notification to be able to terminate computer access and to safeguard access to electronic medical records by completing the BHRS Credentialing form.

20. Minimum Staffing Requirements

Contractor shall have on file job descriptions (including minimum qualifications for employment and duties performed) for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this Agreement. Contractor agrees to submit any material changes in such duties or minimum qualifications to County prior to implementing such changes or employing persons who do not meet the minimum qualifications currently on file. Contractor service personnel shall be direct employees, contractors, volunteers, or training status persons.

G. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at ode@smcgov.org.

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Analyst/Program Manager and the Health Equity Initiatives Manager (HEIM) by September 30th of the fiscal year.

The annual cultural competence plan will include, but is not limited to the following:

a. Implementation of policies and practices that are related to promoting diversity and cultural competence, such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance.

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

c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual

orientation in health records to improve service provision and help in planning and implementing CLAS standards.

d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner.)

e. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.

2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council (CCC) for the term of the Agreement. Participation in the CCC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more information about the CCC, and other cultural competence efforts within BHRS, contact HEIM.

3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If Contractor is unable to provide services in those languages, Contractor is expected to contact Access Call Center or their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact HEIM.

4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.

5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager at ode@smcgov.org to plan for appropriate technical assistance.

H. 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) and Section 422.208. 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.

I. 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.

J. Control Requirements

Contractor shall be familiar and implement the laws, regulations, codes and guidelines listed in Attachment L. Contractor shall assure that its Subcontractors are also familiar with such requirements.

Contractor shall establish written policies and procedures consistent with the requirements identified in Attachment L. Contractor shall be held accountable for audit exceptions taken by the State for any failure to comply with these requirements.

DMC Contractor will fulfill the requirements of 42 CFR Part 438 et seq (managed care) that are appropriate to the service or activity covered under this contract.

Attachment L is subject to modifications by federal, state and local regulations that are applicable to the Intergovernmental Agreement.

K. Trafficking Victims Protection Act of 2000

Contractor shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104(g)) as amended by section 1702: http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim.

III. PERFORMANCE STANDARDS, GOALS AND OBJECTIVES

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

PERFORMANCE STANDARDS:

A. Timely Access to Care: Contractor shall track and document timely access data, including the date of initial contact, the date of first offered appointment, and the date of first actual appointment, using the UCLA ASAM Level of Care spreadsheet.

a. For Outpatient and Intensive Outpatient Treatment Services, the first appointment shall occur no later than ten (10) days after the initial request for services.

b. For Residential Treatment Services, the first appointment shall occur no later than three (3) days after the referral was received, if the Contractor has capacity to admit the client.

c. For Urgent Treatment Services (Residential Withdrawal Management), the first appointment shall occur within twenty-four (24) hours of the initial request for services, if the Contractor has capacity to admit the client.

B. Transitions Between Levels of Care: Both the admitting and discharging Contractors shall be responsible for facilitating the client's transition between levels of care, including assisting the client in scheduling their first appointment and ensuring a minimal delay between discharge and admission at the next level of care, providing or arranging for transportation as appropriate, and documenting the transition in the client's chart.

a. Transitions between levels of care shall occur within ten (10) business days from the time of the ASAM LOC Re-Assessment indicating the need for a different level of care.

b. At least seventy-five percent (75%) of clients discharged from Residential Treatment are subsequently admitted to another level of care (IOP, OP or Recovery Services) within ten (10) business days from the date of discharge.

c. At least seventy-five percent (75%) of clients discharged from Residential Withdrawal Management care are subsequently admitted to another level of care within ten (10) business days from the date of discharge.

d. At least fifty percent (50%) of clients discharged from Intensive Outpatient or Outpatient Treatment are subsequently admitted to another level of care (including Recovery Services) within ten (10) business days from the date of discharge.

C. Care Coordination: Contractors shall ensure 42 CFR compliant releases are in place for all clients in order to coordinate care. The Contractor shall screen for and link clients with mental health and primary care, as indicated.

a. One hundred percent (100%) of clients are screened for mental health and primary health care needs.

b. At least seventy percent (70%) of clients who screen positive for mental health disorders have documentation of referrals to and coordination with mental health providers.

c. At least eighty percent (80%) of clients who screen positive for primary health care needs have documentation of referrals to and/or coordination with primary care providers.

D. Medication Assisted Treatment: Contractors shall have procedures for referrals to and integration of medication assisted treatment for substance use disorders. Contractor staff shall regularly communicate with physicians of clients prescribed these medications unless the client refuses to sign a Release of Information.

a. At least eighty percent (80%) of clients with a primary opioid or alcohol use disorder will be referred for a MAT assessment and/or MAT services.

E. Culturally Competent Services: Contractors shall be responsible for providing culturally competent and linguistically appropriate services. Translation and interpretation services shall be available to all clients, as needed and at no cost to the client.

a. One hundred percent (100%) of clients who speak a threshold language are provided services in their preferred language.

b. One hundred percent (100%) of clients who read a threshold language are provided written treatment materials in their preferred language.

GOAL AND OBJECTIVE:

GOAL: Program participants will achieve a successful treatment discharge.

OBJECTIVE: No less than ninety-nine percent (99%) of participants will have a successful treatment discharge. Successful treatment discharge occurs when a program participant completes his/her treatment/recovery plan or is transferred for continued treatment.

*** END OF EXHIBIT A.1.1 ***

EXHIBIT B.1.1 – PAYMENTS AND RATES
STARVISTA
FY 2019 – 2021

In consideration of the services provided by Contractor in Exhibit A.1.1, County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

In full consideration of the services provided by Contractor under this Agreement and subject to the provisions of Paragraph 3 of this Agreement, County shall pay Contractor in the manner described below:

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement. Contractor shall receive monthly payments as outlined below, upon timely submission of reports as outlined in the AOD Policy and Procedure Manual located at: http://www.smhealth.org/bhrs/aod/reqs.

In any event, the maximum amount County shall be obligated to pay for all services rendered under this contract shall not exceed EIGHT MILLION NINE HUNDRED THOUSAND SEVEN HUNDRED FORTY-ONE DOLLARS ($8,900,741).

B. Drug MediCal Organized Delivery System SUD Treatment Services

The maximum amount County shall be obligated to pay for DMC-ODS services shall not exceed TWO MILLION FIVE HUNDRED SEVENTY-EIGHT THOUSAND EIGHT HUNDRED NINETEEN DOLLARS ($2,578,819) for the term of the agreement.

1. FY 2019 – 2020

Contractor shall be paid a maximum of ONE MILLION TWO HUNDRED SIXTY-FOUR THOUSAND ONE HUNDRED TWENTY-SEVEN DOLLARS ($1,264,127). Contractor shall submit monthly invoices for payment. Invoice amounts shall be for the Contractor actual monthly costs, or an advance payment in the amount of ONE HUNDRED FIVE THOUSAND THREE HUNDRED FORTY-FOUR DOLLARS ($105,344), whichever is less. Contractor will submit invoices on forms and in manner prescribed by the County.

2. FY 2020 – 2021

Contractor shall be paid a maximum of ONE MILLION THREE HUNDRED FOURTEEN THOUSAND SIX HUNDRED NINETY-TWO DOLLARS ($1,314,692). Contractor shall submit monthly invoices for payment. Invoice amounts shall be for the Contractor actual monthly costs, or an advance payment in the amount of ONE HUNDRED NINE THOUSAND FIVE HUNDRED FIFTY-EIGHT DOLLARS ($109,558), whichever is less. Contractor will submit invoices on forms and in manner prescribed by the County.

3. Where Contractor requires payment advances, Contractor assures the County that an advance is necessary in order to maintain program integrity. Contractor will not use County funds to provide working capital for non-County programs. Where possible, advances will be deposited in interest-bearing accounts, with said interest being used to reduce program costs.

4. County shall make monthly payments to Contractor for invoiced amounts within thirty (30) days of receipt of invoices.

5. Billing for DMC Services

   a. Contractor shall bill BHRS for services provided to Medi-Cal clients, covered under the DMC-ODS.

   b. Contractor must follow the process established under DHCS ADP Bulletin 11-01, for clients that have other healthcare coverage (OHC) in addition to Medi-Cal including future DHCS process updates for DMC claims for clients with OHC: http://www.dhcs.ca.gov/services/MH/MHSUD/Documents/ADP_Bulletins/ADP_11-01.pdf.

   c. Services covered through another healthcare provider shall not be reimbursed through the County. Contractor shall bill the other healthcare coverage for which the client is a beneficiary. If Contractor is not a member of the provider network for that healthcare coverage, Contractor shall then refer client to the healthcare provider network

6. DMC-ODS Administrative Requirements

   a. Contractor may not use allocated DMC State General Funds to pay for any non-DMC services. In accordance with W&IC Sections 14132.44 and 14132.47, funds allocated to the Contractor for DMC services, including funding for alcohol and other drug services for pregnant and postpartum women

pursuant to Title 22, Section 51341.1(c), may not be used as match for targeted case management services or for MediCal Administrative Activities (MAA).

b. DMC rates are contingent upon legislative action of the annual State Budget and/or the approval of the DMC-ODS plan. All claims must be documented in accordance with DHCS DMC Provider Billing Manual, DMC rules, guidelines, timelines, and must be provided by staff who are lawfully authorized to provide, prescribe and/or order these services within the scope of their practice and/or licensure.

c. Contractor shall prepare and retain for DHCS review as needed the following forms: a) multiple billing overrider certification (MC 6700), document 2K; b) Good Cause Certification (6065A) document 2L(a); and Good Cause Certification (6065B) Document 2LB. In the absence of good cause documented on the GCC 6065 a or b form, claims that are not submitted within thirty (30) days of the end of the month of service will be denied.

d. The existence of good cause shall be determined by DHCS in accordance with Title 22, CCR, Sections 51008 and 51008.5.

e. DMC services are jointly funded by Federal Financial Participation (FFP) and matching State and local dollars. FFP is the Federal share of reimbursement for eligible services delivered to MediCal clients as define by CCR Title 9, Section 1840.1000. Contractor will meet the FFP eligibility criteria.

7. Cost Report / Unspent Funds

a. Contractor shall complete and certify State DMC year-end cost report forms. Contractor shall submit completed forms and certification to County no later than August 30th after the end of the fiscal year.

With the cost report, Contractor shall submit a written reconciliation of the total units of services delivered under this agreement with the total number of units reported by Contractor to the County data system. The County reserves the right to withhold payment due to Contractor under this Agreement or subsequent year's Agreement until such time as Contractor submits the required cost report and reconciliation report to the County.

b. If the annual cost report provided to County shows that total payment to Contractor exceeds the total actual costs for all of the services rendered by Contractor to eligible patients during the reporting period, a single payment in the total amount of the unearned funds shall be made by Contractor to County, unless otherwise authorized by the BHRS Director. This payment shall be submitted with the cost report.

c. If the annual cost report provided to County shows that Contractor had costs that were higher than the payments received (and less than the Agreement maximum), Contractor may submit an invoice to the County for any additional amount owed up to the balance of the Agreement maximum. County will make payment for approved costs within forty-five (45) days of receipt of such invoice.

d. Contractor may request that contract savings or "unspent funds" within the Agreement maximum are expended by Contractor in the following year, provided that these funds are expended for SUD services approved by County in accordance with the following procedures. County reserves the right to deny the request and is under no obligation to approve unspent funds from the previous year (no multiple year roll over.)

    i. Contractor shall submit a detailed budget and summary calculation of any savings ninety (90) days after end of the fiscal year. The detailed budget and summary calculation will be a separate report from the year-end cost report.

    ii. At the time of the submission of the detailed budget and summary calculation Contractor may request to rollover some or all of any savings. The request must be made in writing to the BHRS Director or the Director's designee. The request shall identify specifically how the rollover funds will be spent, including a detailed budget by expenditure line items. Approved rollover funds shall be spent only for the succeeding fiscal year and only for the specific purpose(s) requested and approved. If approved, the Agreement for the succeeding fiscal year will be amended as necessary to include the approved rollover amount.

    iii. Unspent funds may only be used for one-time expenses and not for ongoing costs. Unspent funds

will be reimbursed based on actual expenditures incurred and submitted as a separate line item in invoices.

8. Additional forms and/or information may be required in support of Cost Report data at discretion of the County.

B. Non-Drug MediCal SUD Treatment Services

Contractor shall provide substance use disorder (SUD) treatment and recovery services, with structure and supervision, to further a participant's ability to improve his/her level of functioning. These services do not fall within the Drug MediCal Organized Delivery System but are offered by Contractor. Any program staff providing services to San Mateo County residents shall be certified or registered as defined in Title 9, CCR, Division 4, Chapter 8. SUD programs and facilities shall be licensed and/or certified by the DHCS Licensing and Certification Division.

1. Cost Reimbursement with Maximum Allocation

Health Plan of San Mateo (HPSM) funded Contractors shall receive a fixed advance monthly payment in the initial phases of the program up to a maximum allocation. Total payments made by the County shall be reconciled to Contractor actual costs at the end of each fiscal year. Unearned funding shall be returned to the County within 45 days of fiscal year end, unless otherwise authorized by the BHRS Director. Once service data and rates are established, the HPSM Agreement shall be amended and Contractor shall be paid on a fee for services basis with a maximum allocation.

2. Medication Assisted Treatment Services

The maximum amount County shall be obligated to pay for Medication Assisted Treatment shall not exceed TWO HUNDRED FIFTY-EIGHT THOUSAND FIVE HUNDRED THIRTY-FOUR DOLLARS ($258,534) for the term of the agreement.

a. FY 2019 – 2020

County shall pay Contractor one twelfth (1/12th) the amount or TEN THOUSAND FIVE HUNDRED SIXTY-ONE DOLLARS ($10,561), for a total of ONE HUNDRED TWENTY-SIX THOUSAND SEVEN HUNDRED THIRTY-TWO DOLLARS ($126,732).

b. FY 2020 – 2021

County shall pay Contractor one twelfth (1/12th) the amount or TEN THOUSAND NINE HUNDRED EIGHTY-THREE DOLLARS ($10,983), for a total of ONE HUNDRED THIRTY-ONE THOUSAND EIGHT HUNDRED ONE DOLLARS ($131,801).

c. Contractor shall submit a monthly invoice to include an itemized list of actual costs expended for services delivered and are subject to approval by the BHRS Program Manager. Total payments made by the County shall be reconciled to Contractor actual costs at the end of each fiscal year. Unearned funding shall be returned to the County within 45 days of fiscal year end, unless otherwise authorized by the BHRS Director.

3. Sobering Station

The maximum amount County shall be obligated to pay for the First Chance Sobering Station shall not exceed FIVE HUNDRED FIFTY-SIX THOUSAND SIX HUNDRED NINETY-EIGHT DOLLARS ($556,698), for the term of the agreement.

a. FY 2019 – 2020

Contractor shall be paid one-twelfth (1/12th) or TWENTY-THREE THOUSAND ONE HUNDRED NINETY-SIX DOLLARS ($23,196) per month, for a total of TWO HUNDRED SEVENTY-EIGHT THOUSAND THREE HUNDRED FORTY-NINE DOLLARS ($278,349).

b. FY 2020 – 2021

Contractor shall be paid one-twelfth (1/12th) or TWENTY-THREE THOUSAND ONE HUNDRED NINETY-SIX DOLLARS ($23,196) per month, for a total of TWO HUNDRED SEVENTY-EIGHT THOUSAND THREE HUNDRED FORTY-NINE DOLLARS ($278,349).

c. Total payments made by the County shall be reconciled to Contractor actual costs at the end of each fiscal year. Unearned funding shall be returned to the County within 45 days of fiscal year end, unless otherwise authorized by the BHRS Director.

4. Tennant Improvements at Sobering Station Facility

a. Start-Up Costs

The maximum amount that County shall be obligated to pay for start-up costs rendered under this agreement shall not exceed ONE HUNDRED TEN THOUSAND DOLLARS ($110,000).

i. Contractor shall submit monthly invoices for reimbursement of start-up costs in arrears. Invoices shall include an itemized list of expenses, and are subject to approval by the BHRS Manager.

5. Non-Reimbursable Services

In accordance with the AOD Policy and Procedure Manual, DUI/DEJ services are a non-reimbursable service. DUI/DEJ administrative fees must be approved by the Department of Health Care Services.

a. First Offender Program

Contractor shall remit monthly to the BHRS Program Analyst a seven percent (7%) administrative fee for First Offender Programs (FOP) of the gross revenues received, less refunds to participants, amount of any participant checks returned for insufficient funds, fees charged to Contractor for returned checks, and State administrative fees for the FOP.

b. Multiple Offender Programs

Contractor shall remit monthly to the BHRS Program Analyst a seven percent (7%) 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.

c. Deferred Entry of Judgment

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

d. County Administrative Fee

Contractor will pay County an administrative fee to compensate County for costs incurred in discharging its statutory responsibility to monitor and oversee alcohol and

drug programs. Rates for administrative fees assessed by County are approved by the DHCS. Contractor shall remit monthly to BHRS Analyst the following:

i. Administrative fees described hereinabove must be submitted monthly. All units of service reports are due monthly. Copies of all quarterly reports to the State, and State audit preparation packages, will be sent to the County at the same time they are sent to the State. In the event that submission is not postmarked by the twentieth (20th) day of the following month, a five percent (5%) penalty of the full, monthly administrative fee may be assessed by County. This five percent (5%) penalty may be added for each thirty (30) day period, or portion thereof, that the payments are outstanding. If the twentieth (20th) day of the month falls on a weekend or County holiday, the submission of fees must be postmarked by the next work day. All units of service reports are due monthly.

ii. Contractor's gross revenue shall include ancillary, make-up, late, reduced, and incomplete fees, duplicative completion certificate fees, and fees for dishonored checks.

iii. The administrative fees cover the cost of program oversight including contract maintenance and monitoring and other programmatic benefits provided by County. This fee may be revised during the contract period by the mutual agreement of Contractor and the Director of BHRS or designee.

C. In any event, the maximum amount County shall be obligated to pay for alcohol and other drug services rendered under Exhibit A.1.1, of this Agreement shall not exceed THREE MILLION FIVE HUNDRED FOUR THOUSAND FIFTY-ONE DOLLARS ($3,504,051).

D. All Services

1. Cost Settlement

Settlements of total amount due to Contractor for services provided will be made at the following times:

a. Filing of monthly Revenues and Expenditures Reports. Contractor shall submit a monthly Revenues and Expenditure Report to the BHRS Program Analyst.

b. Filing of quarterly Budget Monitoring Reports. Contractor shall submit a quarterly Budget Monitoring Report using the BHRS provided template.

c. Filing of Cost Report. At the time that the Contractor submits the DHCS Cost Report to the County, Contractor shall reconcile all actual costs with payments received. Contractor shall submit an invoice to the County for any balance due, or shall submit a check to the County for any unearned amount. Any balances due or unearned amounts will have been adjusted to account for any subsequent known disallowances for DMC services.

DMC Cost Report requirements are described in section V.

d. Subsequent to the filing of the County DMC Cost Report to the State DHCS, there may be a secondary settlement required if it is determined that units and/or costs previously submitted by the Contractor are eligible or ineligible for reimbursement. Notice for any settlement under this provision will be sent by the County to the Contractor within 60 (sixty) days of the time in which the County files the DMC Cost Report.

e. It is anticipated that DHCS will make payment to the County of any outstanding claims approximately eighteen (18) months following the close of the fiscal year. At that time there may be reconciliation with DHCS of outstanding County claims that may result in disallowed units or costs previously submitted for payment. Notices for any settlement under this provision will be sent by County to Contractor within sixty (60) days of receipt from DCHS of the total reconciliation of units of service. The County may choose to appeal any such disallowances, and therefore reserves the right to defer any reconciliation with Contractor until the resolution of any such appeal.

f. A final reconciliation and settlement is anticipated subsequent to the audit of the County's DMC Cost Report by DHCS. Notices for any settlement under this provision will be sent by County to Contractor within sixty (60) days of receipt from DCHS of the final audit determination. The County may choose to appeal any audit disallowances, and therefore reserves the right to defer final reconciliation of payments to Contractor until resolution of any such appeal.

g. If the Contractor has acted in good faith to ensure staff and programs completely comply with County's direction and requirements, to the extent that Contractor audit findings are the result of County's directions and requirements and not from Contractor's errors or omissions, Contractor shall not be held responsible for such audit findings. If the Contractor disagrees with a negative audit finding, Contractor may appeal that decision to the BHRS Director, who shall have final authority to determine Contractor's responsibility for the audit finding.

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

3. Modifications to the allocations in Paragraph A of this Exhibit B.1.1 may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.

4. The Chief of San Mateo County Health 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.

5. 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.

6. In the event this Agreement is terminated prior to June 30, 2021, 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 San Mateo County Health or designee.

7. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.

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

9. At any point during the Agreement term, Contractor shall comply with all reasonable requests by County to provide a report accounting for the Grant Funds distributed by the County to the Contractor to-date.

10. Monthly Invoice and Payment

Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. Payment by County to Contractor shall be monthly. Claims that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims that are received one hundred eighty (180) days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Claims and reports are to be sent to:

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

Contractor shall set and collect client fees from non Medi-Cal beneficiaries based on the client's ability to pay. The fee requirement shall not apply to prevention and early intervention services. Contractor shall identify in its annual cost report the types and amounts of revenues collected.

11. 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 San Mateo County Health or designee.

12. Adjustments may be made to the total of the Agreement and amounts may be withheld from payments otherwise due to the Contractor for nonperformance to the extent that nonperformance involves fraud, abuse, or failure to achieve the objectives of the provisions of Exhibit A.1.1.

13. 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.

14. Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including assessment and service plans, and progress notes. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the San Mateo County BHRS Quality Improvement Manager.

    Contractor shall maintain for review and audit and supply to County and/or DHCS upon request, adequate documentation of all expenses claimed pursuant to this Intergovernmental Agreement to permit a determination of expense allowability.

    If the allowability or appropriateness of an expense cannot be determined by County or DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles and generally accepted governmental audit standards, all questionable costs may be disallowed by County or DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may be made for the amount substantiated and deemed allowable. Invoices, received from a Contractor and accepted and/or submitted for payment by County, shall not be deemed evidence of allowable Intergovernmental Agreement costs.

    It is understood and agreed that failure by the County or Contractor to comply with applicable federal and state requirements in rendering covered services shall be sufficient cause for the State to deny payments to and/or recover payments from the County and/or terminate the Contractor from DMC program participation. If the State or the Department of Health Care Services (DHCS) disallows or denies payments for any claim, County shall repay to the State the federal Medicaid funds and/or State General Funds it received for all claims so disallowed or denied. The overpayment shall be recovered by any of the methods allowed in Title 22, CCR, Sections 51047(a) and (b).

    Before such denial, recoupment, or disallowances are made, State shall provide the Contractor with written notice of its proposed action. Such notice shall include the reason for the proposed action and shall allow the Contractor sixty (60) days to submit additional information before the proposed action is taken, as required in Title 22, CCR,

Section 51047(a).

Reimbursement for covered services, other than NTP services, shall be limited to the lower of:

a. Contractor's usual and customary charges to the general public for the same or similar services;

b. Contractor's actual allowable costs.

15. Substance Abuse Prevention and Treatment Funding

Contractor shall comply with the SAPT Block Grant financial management standards contained in Title 45, CFR, Part 74, Sections 74.21(b)(1) through (4) and (b)(7), and Part 96, Section 96.30.

Pursuant to 42 U.S.C. 300x-31, Contractor shall not use SAPT Block Grant funds provided by the Intergovernmental Agreement on the following activities:

a. Provide inpatient services;

b. Make cash payment to intended recipients of health services;

c. Purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase major medical equipment;

d. Satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds;

e. Provide financial assistance to any entity other than a public or nonprofit private entity;

f. Pay the salary of an individual through a grant or other extramural mechanism at a rate in excess of level I of the Executive Salary Schedule for the award year: see http://grants.nih.gov/grants/policy/salcap_summary.htm;

g. Purchase treatment services in penal or correctional institutions of this State of California; and

h. Supplant state funding of programs to prevent and treat substance abuse and related activities.

16. County May Withhold Payment

Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including assessment and service plans, and progress notes. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the BHRS Quality Improvement Manager. Contractor shall meet quarterly with County contract monitor, as designated by the BHRS 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.

17. Inadequate Performance

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

18. 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.

a. Option One

i. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through this Agreement. Within ten (10) days of the end of each month, Contractor shall provide to County copies of the Explanation of Benefits or other remittance advice for every third-party payment and/or denial of such third-party payments for services provided by Contractor during such month. The amount of any such third-party payment shall be deducted from the total actual costs

for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph R of this Exhibit B.1.1. 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.

ii. 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.

a. Option Two

i. Contractor shall provide information to County so that County may bill applicable other third-parties before billing Medi-Cal for services provided by Contractor through this Agreement. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph R of this Exhibit B.1.1. 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.

ii. 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.

19. 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.

20. Claims Certification and Program Integrity

a. 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.

b. Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A.1.1 of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

“Under the penalty of perjury under the laws of the State of California, I hereby certify that this claim for services complies

with all terms and conditions referenced in the Agreement with San Mateo County.

Executed at _____California, on _____20___

Signed _____ Title_____

Agency _____ ”

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

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

ii. The beneficiary was eligible to receive services described in Exhibit A.1.1 of this Agreement at the time the services were provided to the beneficiary.

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

iv. 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.

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

vi. 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.

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

d. Except as provided in Paragraph II.F.7. of Exhibit A.1.1 relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

21. Audit Requirements

All expenditures of County realignment funds, state and federal funds furnished to the Contractor are subject to audit by the State. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) 2 CFR 200 and/or any independent Contractor audits or reviews.

In addition to requirements below, Contractor shall be in compliance with federal Single Audit requirements as a designated sub-recipient of federal funding. Contractor agrees to amend this agreement during the contract term to add federal Uniform Guidance compliance requirements.

Objectives of audits may include, but not limited to, the following:

a. To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting;

b. To validate data reported by the Contractor for prospective Intergovernmental Agreement negotiations;

c. To provide technical assistance in addressing current year activities and providing recommendation on internal controls, accounting procedures, financial records, and compliance with laws and regulations;

d. To determine the cost of services, net of related patient and participant fees, third- party payments, and other related revenues and funds;

e. To determine that expenditures are made in accordance with applicable state and federal laws and regulations and State Agreement with the State requirements, and/or;

f. To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation.

Unannounced visits may be made at the discretion of the State and/or County.

The refusal of the Contractor to permit access to and inspection of electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part constitutes an express and immediate material breach of this Agreement and will be sufficient basis to terminate the Agreement for cause or default.

County shall monitor the activities of Contractor to ensure that:

a. Contractor is complying with program requirements and achieving performance goals; and

b. Contractor is complying with fiscal requirements, such as having appropriate fiscal controls in place, and using awards for authorized purposes.

Contractor shall be responsible for any disallowance taken by the Federal Government, the State, or the California State Auditor, as a result of any audit exception that is related to the Contractor's responsibilities herein.

Pursuant to OMB Circular A-133, State may impose sanctions against the Contractor for not submitting single or program-specific audit reports, or failure to comply with all other audit requirements. Should such sanctions be due to noncompliance by the Contractor, such sanctions will be passed on to the Contractor by the County. The sanctions may include:

a. Withholding a percentage of federal awards until the audit is completed satisfactorily;

b. Withhold or disallowing overhead costs;

c. Suspending federal awards until the audit is conducted; or

d. Terminating the federal award.

22. Drug Medi-Cal Financial Audit Requirements

In addition to the audit requirements, the State may also conduct financial audits of DMC programs, exclusive of NTP services, to accomplish any of, but not limited to, the following audit objectives:

a. To review reported costs for validity, appropriate allocation methodology, and compliance with Medicaid laws and regulations;

b. To ensure that only the cost of allowable DMC activities are included in reported costs;

c. To determine the provider's usual and customary charge to the general public in accordance with CMS (The Medicare Provider Reimbursement Manual) (CMS- Pub.15), which can be obtained from the Centers for Medicare & Medicaid Services, Baltimore, Maryland, or www.cms.hhs.gov for comparison to the DMC cost per unit;

d. To review documentation of units of service and determine the final number of approved units of service;

e. To determine the amount of clients' third-party revenue and MediCal share of cost to offset allowable DMC reimbursement; and

f. To compute final settlement based on the lower of actual allowable cost, the usual and customary charge, or the maximum allowance, in accordance with Title 22, Section 51516.1.

23. Contractor shall be responsible for any disallowances taken by the Federal Government, the State, or the Bureau of State Audits as a result of any audit exception that is related to its responsibilities. Contractor shall not use funds administered by the State to repay one federal funding source with funds provided by another federal funding source, or to repay federal funds with state funds, or to repay state funds with federal funds.

Contractor agrees to promptly develop and implement any corrective action plans in a manner acceptable to the State in order to comply with recommendations contained in any audit report. Such corrective action plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by the State

within six (6) months from the date of the plan.

24. DMC Record Keeping

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for the State to audit Intergovernmental Agreement performance and Intergovernmental Agreement compliance. Contractor shall make these records available to the State, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by Contractor are reasonable, allowable and allocated appropriately. All records must be capable of verification by qualified auditors.

a. Contractor shall include in any Agreement with an audit firm a clause to permit access by the State to the working papers of the external independent auditor, and require that copies of the working papers shall be made for the State at its request.

b. Contractor shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with the State. All records must be capable of verification by qualified auditors.

c. Accounting records and supporting documents shall be retained for a ten (10) year period from the date the year-end cost settlement report was approved by the State for interim settlement. When an audit by the Federal Government, the State, or the California State Auditor has been started before the expiration of the ten (10) year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not been completed within three years, the interim settlement shall be considered as the final settlement.

d. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors.

e. Should Contractor discontinue its contractual agreement with the County, or cease to conduct business in its entirety,

Contractor shall provide fiscal and program records for the Agreement period to the County. Records shall be provided in compliance with the State Administrative Manual (SAM), located at http://sam.dgs.ca.gov/TOC/1600.aspx.

The Contractor shall retain all records required by Welfare and Institutions Code section 14124.1, 42 CFR 433.32, and California Code of Regulations, Title 22, Section 51341.1 et seq. for reimbursement of services and financial audit purposes.

f. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of federal and state funds.

g. Contractor shall retain records of utilization review activities required for a minimum of ten (10) years.

In addition, Contractor shall, upon request, make available to the County and/or the State their fiscal and other records to assure that Contractor has adequate recordkeeping capability and to assure that reimbursement for covered DMC services is made in accordance with Title 22, CCR, Section 51516.1. These records include, but are not limited to, matters pertaining to:

- Provider ownership, organization, and operation;
- Fiscal, medical, and other recordkeeping systems;
- Federal income tax status;
- Asset acquisition, lease, sale, or other action;
- Franchise or management arrangements;
- Patient service charge schedules;
- Costs of operation;
- Cost allocation methodology;
- Amounts of income received by source and purpose; and
- Flow of funds and working capital.

25. Dispute Resolution Process

a. When a financial audit is conducted by the Federal Government, the State, or the California State Auditor directly with Contractor, and if the Contractor disagrees with audit disallowances related to its programs, claims or services, County shall, at the Contractor's request, request an appeal to

the State. Contractor must file such an appeal of State audit findings with the County. The appeal must be in writing and sent to the County AOD Administrator within thirty (30) days of receipt of the audit findings.

b. When a financial audit is conducted by the County with Contractor, and if the Contractor disagrees with audit disallowances related to its programs, claims or services, the Contractor may file a written appeal by email or facsimile with the Director of Behavioral Health and Recovery Services. The appeal must be sent within thirty (30) days of receipt of the audit findings from the County.

The County will respond to an appeal within ten (10) business days of receiving it, and the County may, at its election, set up a meeting with the Contractor to discuss the concerns raised by the appeal. The decision of the County will be final. The appeal letter must be sent as follows:

Director, Behavioral Health and Recovery Services
c/o Ritu Modha
rmodha@smcgov.org
Facsimile: 650-573-2110

*** END OF EXHIBIT B.1.1 ***

EXHIBIT A.2.1 – SERVICES
STARVISTA
MENTAL HEALTH SERVICES
FY 2019 – 2021

In consideration of the payments set forth in Exhibit B.2.1, Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

In full consideration of the payments herein described in Exhibit B.2.1, Payments, of this Agreement Contractor shall provide the service described below in a manner consistent with the terms and provisions of this Agreement. These services shall be provided in a 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 Contract must directly support services specified in this Contract. The San Mateo County Mental Health 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. Contractor shall provide the following services:

A. Mental Health Services (authorized by the Mental Health Plan)

Contractor shall provide mental health services to clients under the San Mateo County Mental Health Plan (MHP). These services shall be provided to Medi-Cal eligible beneficiaries, clients who are covered by the Healthy Kids Programs, client caregivers who are covered by HealthWorx, 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. It is the Contractor's responsibility to ensure that the client is eligible at the time services are provided.

All clients shall be preauthorized for service by the Behavioral Health & Recovery Services (BHRS) Division's Access Call Center.

1. Mental Health Services shall be provided by licensed, waivered or registered mental health staff and shall include the following:

a. Assessment Services, Face-to-Face – CPT Code 90791

Assessment services include clinical analysis of history and current status of client's mental, emotional or behavioral condition.

b. Treatment Services, Face-to-Face (non-MD)

i. Individual Therapy - CPT Code 90832, 90834, 90837
Individual therapy is therapeutic intervention consistent with client goals that focus primarily on symptom reduction as a means to improve functional impairments. Individual therapy is 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 the family system.

ii. Family Therapy - CPT Code 90846, 90847
Family therapy is not a Medi-Cal covered benefit, according to California Code of Regulations, Title 22, TAR and Non-Benefit List. On a medically necessary basis HPSM may allow a limited number of Family Therapy sessions to support care for minor children or transition-aged youth. In these cases, HPSM will only authorize up to 5 family therapy sessions per treatment request to address a specifically stated clinical need, in conjunction with the child's individual treatment.
Family therapy is 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 - CPT Code 90853
Group therapy is therapeutic intervention 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. Clinical Consultation – CPT Code 99442
Clinical Consultation is the deliberation of two or more mental health professionals, or between a mental health professional and other support persons, with respect to the diagnosis or treatment regarding a client.

2. Psychological Testing Services, Face-to-Face: if applicable

A contractor who accepts a referral for outpatient psychological or neuropsychological testing shall begin such testing within 5 working days of the referral. The MHP requires of the contractor to submit a comprehensive written summary of test results. This summary shall be sent to MHP in a timely manner, if not sent earlier, it must accompany the claim or payment will be denied. Summary goes to:

Access Call Center
Attn: T. J. Fan, PhD.

Fax: (650) 596-8065

3. Medication Support Services, Face-to-Face: If applicable

Medication support services shall be provided if medically necessary by a licensed physician (psychiatrist). These services include the following:

a. Prescribing, administering, dispensing, and monitoring of psychiatric medications or biologicals, necessary to alleviate the symptoms of mental illness;

b. Evaluation of the need for medication, prescribing and/or dispensing;

c. Evaluation of clinical effectiveness and side effects of medication;

d. Obtaining informed consent for medication(s); and

e. Medication education (including discussing risks, benefits, and alternatives with the significant support persons of client).

B. Girls' Program

1. Medication Support Services

a. Contractor shall provide Medication Support Services by a licensed psychiatrist for each client pre-authorized for Medication Support Services by the Deputy Director or designee and to the extent medically necessary.

b. Medication Support Services include:
   i. Prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals, necessary to alleviate the symptoms of mental illness;
   ii. Evaluation of the need for medication, prescribing and/or dispensing;
   iii. Evaluation of clinical effectiveness and side effects of medication;
   iv. Obtaining informed consent for medication(s); and
   v. Medication education (including discussing risks, benefits and alternatives with the consumer or significant support persons).

c. The monthly invoice for Medication Support Services must be supported by clinical documentation to be considered for payment. Medication Support Services are reimbursed by minutes of service.

d. Medication Support Services are not reimbursable on days when Crisis Residential Treatment Services, Inpatient Services, or Psychiatric Health Facility Services are reimbursed, except for the day of admission to those services.

2. Mental Health Services

a. Contractor shall provide Mental Health Services for each client pre-authorized for Mental Health Services by the BHRS Deputy Director or designee, and to the extent medically necessary.

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

c. Mental Health Services include:

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. 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.

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

iv. 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.

v. Rehabilitation Services: Rehabilitative Services may include any or all of the following: Assistance in improving, restoring or maintaining a client's functional skills, daily living skills, social skills, leisure skills, grooming and personal hygiene skills, medication compliance, and access to support resources.

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

a) When staff develop Client Plans (as such term is described in Paragraph I.A.7 of this Exhibit A.2.1), approve Client Plans, and/or monitor a client's progress. Such activities may take place with the client to develop a Client Plan or discuss the overall or program goals, with a client or family member and/or significant support persons to obtain signatures on the Client Plan, and, if needed, have the Client Plan reviewed and signed by a licensed/waivered/registered clinician.

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

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

vii. Assessment: consists of the initial assessment required by to assess a client for mental health treatment:

a) Additional assessments approved by Program Director as needed to maintain appropriate mental health treatment.

3. Case Management

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

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

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

a) Inter- and intra-agency communication, coordination, and referral, including reports to CPS;

b) Monitoring service delivery to ensure an individual's access to service and the service delivery system; and

c) Linkage, brokerage services focused on transportation, housing, or finances.

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

a) Locating and securing an appropriate living environment,

b) Locating and securing funding,

c) Pre-placement visit(s),

d) Negotiation of housing or placement contracts,

e) Placement and placement follow-up, and

f) Accessing services necessary to secure placement

C. Crisis Intervention and Suicide Prevention Services

1. Staffing

a. Contractor shall make every effort to provide a 1.0 FTE Spanish-speaking licensed clinician to staff the Crisis Intervention and Suicide Prevention Services during peak hours and provide the following services:

i. Respond to requests from schools and provide crisis intervention services to youth, consultation to school staff, and provide appropriate referrals for youth and families as clinically indicated.

ii. Make referrals to the mental health system through the ACCESS Team as appropriate.

iii. Participate on the BHRS Community Response Team, attend related meetings and trainings and be available to respond to community crisis.

b. Recruit and maintain a minimum of ten (10) trained volunteers to staff the Crisis Intervention and Suicide Prevention Services.
   i. Volunteers will be representative of San Mateo County demographics including volunteers who are bilingual in English and one or more of the following languages: Spanish, Tagalog, Mandarin, Cantonese, Samoan and Tongan.
   ii. At all times, there will be at minimum two (2) volunteers that speak a second language, as listed above.

c. Recruit and maintain a minimum of five (5) Youth Intervention Team members.
   i. Team members will be post-master's degree interns, trainee counselors and/or trained crisis workers/AmeriCorps workers/volunteers, retirees and will receive regular supervision by Contractor's Program Manager.

d. All Staff, including volunteers, will attend one (1) continuing education seminar per year including but not limited to topics such as cultural diversity, LGBTQ concerns, working with youth, domestic violence/sexual assault training and/or emergency services.

2. Phone-based Services (24/7 hotline):

a. Provide, maintain and operate a 24/7 hotline which provides crisis intervention and suicide prevention to callers who are experiencing crisis, are depressed or in distress, and/or are having suicidal thoughts.

b. Train all phone-based services volunteers on how to:
   i. Respond to calls from youth and families in crisis.
   ii. Properly engage with and de-escalate callers who are experiencing crisis, are depressed or in distress, and/or are having suicidal thoughts.
   iii. Provide phone-based counseling and/or interventions including but not limited to, suicide risk assessments and safety plans.
   iv. Provide referral services to include direct and immediate intervention at the time of the caller's

extreme emotional crisis, including referrals to the mental health system through the ACCESS Team.

c. Maintain records of all contacts received through both mediums and responses/referrals. Records will include, at minimum, the following call characteristics:
   i. Number of first-time callers (based on phone number)
   ii. Total number of calls
   iii. Number of follow-up calls conducted by staff
   iv. Average length of calls
   v. Number of calls with suicidal content
   vi. Number of referrals made
   vii. Number of referrals per service category

3. Web-based Services (Website, Chatroom)

   a. Provide, maintain and operate a crisis intervention and suicide prevention website and teen peer-to-peer chatroom, www.onyourmind.net.

   b. Operate the web-based services as follows:
      i. School Year Hours: Monday through Thursdays from 4:30 p.m. – 9:30 p.m.
      ii. Summer Break Hours: Monday through Thursdays from 3:30 p.m. – 8:30 p.m.
      iii. Non-Operational Hours: holidays or in instances where peer volunteers and their backups are unavailable. Peer volunteers and their backups will be available ninety percent (90%) of the time.
   c. Train all web-based services volunteers on how to:
      i. Respond to online requests from youth in crisis
      ii. Properly engage with and de-escalate youth who are experiencing crisis, are depressed or in distress, and/or are having suicidal thoughts via web-based interactions
      iii. Provide online crisis intervention resources
   d. Maintain records of all contacts received and responses/referrals. Records will include, at minimum, the following usage characteristic:
      i. Number of chats through private messages
      ii. Total hours of chatroom operation
      iii. Number of chats with suicidal content

4. Youth Intervention Team: On-Site Crisis Prevention and Intervention

   a. Respond to crisis calls from schools; services can include telephone counseling, individual or group counseling,

consultation and training to school staff, referrals for youth and families to community services, and/or transition to Psychiatric Emergency Services or Behavioral Health and Recovery Services Youth Case Management Team.

b. Deploy the Youth Intervention Team (YIT) and provide short-term crisis intervention services to youth, as deemed appropriate by the Crisis Intervention/YIT Program Manager, or representative.

c. Provide up to three (3) telephone or in-person follow-up sessions per crisis outreach call directly to the person who was in crisis.

d. Provide one hundred (100) follow-up sessions in total with youth that have received crisis outreach response services.

e. Provide on average one (1) follow-up session, as appropriate, to “support people” related to each crisis outreach call, for a total of one hundred (100) follow up sessions with “support people” annually. Support people may include, but are not limited to: teachers, staff from other agencies, hospital personnel and family members/caretakers.

f. Provide and facilitate at least one (1) educational presentation to a total of eight (8) public middle and high school health/safety education classes. The schools will be selected by the Youth Intervention Team (YIT) Program Manager, based on school data regarding high suicide rates or high risk for suicide among youth. YIT will also respond to requests from schools and the community as able to do so.

g. Each presentation (one (1) hour minimum) will include discussions on the following topics:
   i. Self-esteem
   ii. Coping/decision-making skills
   iii. Alcohol and drug issues
   iv. Behavioral health stigma and discrimination
   v. Depression/suicide warning signs
   vi. How to respond and refer someone at risk of suicide

h. Train YIT on techniques and responses for working with youth and families who are in extreme crisis. Volunteers will receive a minimum of thirty (30) hours of training on crisis related topics including:
   i. Active Listening
   ii. Suicide Risk & Assessment
   iii. Alcohol and Drugs

iv. Sexual Abuse
v. Domestic Abuse
vi. Parenting
vii. Working with Youth in Crisis
viii. LGBTQ Issues
ix. Child and Elder Abuse
x. Training in managing difficult cases

i. Maintain records of all calls received from schools and responses. Records will include, at minimum, the following crisis response characteristics:
   i. Number of crisis response, and response provided
   ii. Number of follow-up supports provided
   iii. Number of follow-up sessions with collateral contacts
   iv. Number of crisis counseling sessions provided
   v. Number of educational presentations provided, including the name of school, city where provided and topic(s) of presentation
   vi. Number of youth reached through educational presentations

5. Community Outreach

   a. Community outreach volunteers will conduct outreach to the community regarding the availability of and accessibility to Crisis Intervention and Suicide Prevention services through the following activities (at minimum):
      i. Provide resources and distribution fliers/information, to neighborhood organizations, clinics, programs, and community centers.
      ii. Help with campaign tables for large community events.
      iii. Work with key community-based organizations and programs to feature the Crisis Intervention and Suicide Prevention Hotline and Website on their web-sites.
      iv. Identify innovative technology methods to provide additional means of outreach and access to youth.

   b. Outreach materials should be available in, at minimum the threshold languages of English, Spanish, Tagalog, and Chinese. Outreach dialogue will be available at minimum in English and Spanish and when volunteer base allows, the following additional languages: Tagalog, Mandarin, Cantonese, Samoan and Tongan.

6. Staff and Volunteer Fingerprint/License Verification Requirement

a. All direct service staff and volunteers are required to submit to a Live Scan background check/professional license verification to Contractor prior to providing services.
   i. Contractor shall require a Department of Justice approved vendor for Live Scan fingerprint and background checks in order to perform services under this Agreement.
   ii. Contractor shall require all its employees, subcontractors, volunteers, or agents working directly with children to be fingerprinted through Live Scan and undergo a background check.
   iii. Contractor shall be responsible for ensuring that all professional licenses are current, valid, and in good standing.
   iv. Contractor, its consultants, or volunteers are required to report any known or suspected neglect, abuse, or violation that involves a child to the County contact listed in this Agreement as soon as they learn of the incident. Notwithstanding Section 5 of this Agreement, failure to report any such incident may result in immediate termination of this Agreement. Contractor shall report all known or suspected instance of abuse to the Contact listed in section 18 (Notices) of the Agreement.
   v. Contractor shall submit, upon execution of this Agreement, a copy of the organization's fingerprinting policies and procedures.

7. Child Abuse Prevention and Reporting

a. Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, Cal Pen Code 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:
   i. A requirement that all employees, consultants, or agents performing services under this contract who are required by the Penal Code to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
   ii. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not

required to report child abuse under the Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

iii. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) 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, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.

8. Program Monitoring and Outcomes

a. Contractor agrees to meet the following performance measure(s) and outcomes and may be modified based on written agreement between County and Contractor.

Community Impact (Who benefited as a result and how?	Projected FY 2019-20
Percent of Youth Suicides Diverted Of those youth at school sites who are experiencing suicidal thoughts (intent and ideation) and receive crisis intervention services through the Youth Intervention Team, based on the provider's interventions and treatments, the percentage of youth who are diverted from suicide within the same school year.	75%
Qualitative Measure (How well was it done?)	Projected FY 2018-19
Percent of Youth Scoring 100% on Suicide Prevention Post-Test Based on the provider's assessment and reassessment, the percentage of youth who receive suicide prevention and intervention educational courses and will score 100% on the suicide prevention post-test.	80%
Quantitative Measure (How much was done?)	Projected FY 2018-19
Total number of crisis line calls.	15,000
Percent of individuals seeking crisis counseling and intervention who will be	100%

offered immediate counseling and referral to other services.	
Percent of individuals seeking crisis counseling and intervention who will engage in and receive counseling services.	70%
Number of chat room hits	10,000 hits
Number of school-based interventions, follow up sessions and collateral consultations.	60 interventions, 90 follow-up sessions, 100 collateral consultations
Number of suicide prevention-based presentations and students reached.	8 presentations, 320 students

9. Reporting

a. Contractor will be responsible for collecting, entering, tracking and reporting data for program participants and outcome measures related to the services provided.

b. Contractor shall submit monthly reports regarding the services provided by the clinician to the BHRS Deputy Director of Youth Services, Assistant Director of BHRS and the MHSA Manager.

i. Reports must accompany the invoice for services and submitted to Brad Johnson at brjohnson@smcgov.org.

ii. Reports will include, at a minimum, the following information but, based on the County's need for information, may include additional data:

1) Updates on all measures in this Exhibit A.2.1., paragraph I.C.7, Program Monitoring and Outcomes.

2) Updates on all phone-based and web-based service usage characteristics as described in this Exhibit A.2.1., paragraph I.C.2.c. and I.C.3.d.

3) Updates on Youth Intervention Team crisis response characteristics as described in this Exhibit A.1., paragraph I.C.4.i.

c. Contractor shall complete and submit the year-end MHSA Annual Report Template, attached, due by the fifteenth (15th) of August each fiscal year to the MHSA Manager.

D. Texting and Social Media – Innovation Tech Suite Pilot

1. Texting and social media support for youth will be added as a pilot through June 30, 2021, Contractor will:
    a. Provide, maintain and operate texting support for youth that may feel uncomfortable talking over-the-phone. Youth can text through WIFI systems and do not need the internet, only their phone at a community area that has WIFI making texting very relevant for youth.
        i. Initial hours of operation for texting services will as follows:
            1) School Year Hours: Monday through Thursdays from 4:30 p.m. – 9:30 p.m.
            2) Summer Break Hours: Monday through Thursdays from 3:30 p.m. – 8:30 p.m.
            3) Non-Operational Hours: An auto-reply message will be used for youth who text during off hours and informing youth to call the crisis hotline or text the national crisis hotline.

    b. Provide, maintain and operate peer-to-peer social media support through to address the unique needs of youth with serious concerns who do not feel able to get help through traditional venues.
        i. A youth advisory group will inform the following social media engagement strategies:
            1) Social media platforms (e.g. Facebook Messenger, WhatsApp, My3, Twitter)
            2) Social media strategy (information sharing, type of content, process for youth in crisis to reach out and get the help they need)
        ii. Protocols will be developed based on best practices to communicate active/inactive hours of operation, identify a system for monitoring and responding in a timely manner and other needs of social media users.

    c. During FY 2019-20, twenty (20) hours of coverage will be provided for texting and social media services. Usage will be tracked, and hours of operation adjusted as needed for FY 2020-21.

    d. Work with BHRS to establish policies for terms of service and confidentiality that clearly defines the scope, risks, misuse and violations of the services, nature and use of information provided through texting, and privacy and security. The policies will be aligned with the Tech Suite statewide collaborative recommendations.

e. Train all volunteers on how to:
   i. Respond to text and social media requests from youth in crisis.
   ii. Properly engage with and de-escalate youth who are experiencing crisis, are depressed or in distress, and/or are having suicidal thoughts via web-based interactions.
   iii. Provide online crisis intervention resources.

f. Maintain records of all contacts received and responses/referrals. Records will include, at minimum, the following usage characteristic:
   a. Number of first-time users
   b. Total number of users
   c. Number of contacts with suicidal contacts
   d. Number of referrals
   e. Number of referrals per service category

2. Reporting

a. Contractor will be responsible for collecting, entering, tracking and reporting data for program participants and outcome measures related to the services provided.

b. Contractor shall submit monthly reports regarding the services provided by the clinician to the BHRS Deputy Director of Youth Services, Assistant Director of BHRS and the MHSA Manager.
   i. Reports must accompany the invoice for services and submitted to Brad Johnson at brjohnson@smcgov.org.
   ii. Reports will include, at minimum updates on all phone-based and web-based service usage characteristics as described in this Exhibit A.2.1., paragraph I.D.1.f. and I.C.3.d. and, based on the County's need for information, may include additional data.

c. Contractor shall complete and submit the year-end MHSA Annual Report Template, attached, due by the fifteenth (15th) of August each fiscal year to the MHSA Manager

E. Early Childhood Community Team

1. The purpose of the Early Childhood Community Team (ECCT) is to support healthy social emotional development of young children on coast side community. The Team is comprised of a community outreach worker, an early childhood mental health consultant, and a licensed clinician.

ECCT will focus on the parent-child relationship as a vehicle to long-term healthy child development. With trauma-exposed individuals, these treatments incorporate a focus on trauma experienced by the parent, the child, or both. Sessions include the parent(s) and the child and can be conducted in the home. Individual parent or child sessions may be added as needed.

2. The key principles of Early Childhood Community Team
ECCT program for children will reflect, whenever possible, the core values of Wraparound. The core values of Wraparound that are applicable to the ECCT include:

   a. Families have a high level of decision-making power at every level of the process.

   b. Team members are persevering in their commitment to the child and family.

   c. Services and supports are individualized, build on strengths, and meet the needs of children and families across the life domains to promote success, safety, and permanency in home, school, and the community.

   d. The process is culturally competent, building on the unique values, preferences, and strengths of children, families, and their communities.

   e. Family is defined to mean relatives, caregivers, peers, friends, and significant others as determined by the individual client.

3. Service Model

   a. Staffing is intended to support 4.33 FTE positions as follows:
      i. .9375 FTE MFT/PSW licensed early childhood mental health consultant
      ii. 1 FTE MFT/PSW licensed clinician
      iii. 1 FTE Community Worker
      iv. .25 FTE Services Assistant
      v. .7 MH Clinician
      vi. .4425 Clinical Support

   b. Additional Staffing for Measure K Funds

      Daly City/South San Francisco
      i. 0.5 FTE Mental Health Consultant
      ii. 0.5 FTE ECMH Clinician
      iii. 0.5 FTE Community Outreach Worker

Coastside/South Coast

i. 0.5 FTE Mental Health Consultant, bilingual Spanish/English preferred
ii. 0.5 FTE ECMH Clinician, bilingual Spanish/English
iii. 0.5 FTE Community Outreach Worker, bilingual Spanish/English

Redwood City (North Fair Oaks)

i. 1.0 FTE Mental Health Consultant, bilingual Spanish/English
ii. 1.0 FTE ECMH Clinician, bilingual Spanish/English
iii. 1.0 FTE Community Outreach Worker, bilingual Spanish/English
iv. 1.375 FTE supervision and administration

c. Direct Services

The ECCT will include a community outreach worker and a licensed clinician. Services shall include, but not be limited to the following:

i. Case Management Services (Community Outreach Worker)
    1) Home visits as needed
    2) Linkage and coordination to services
    3) Liaison between client and service professionals
    4) Monitoring of service delivery
    5) Inter-Intra agency communication
ii. Clinician Services
    1) Assessment
    2) Individual Therapy
    3) Group Therapy
    4) Collateral
    5) Family Therapy
    6) Phone Consultation

d. Indirect Services

Indirect services are those supportive services that are not a Medi-Cal billable activity. Services shall include, but not be limited to, the following:

i. Contractor meeting with school staff to introduce the ECCT Service program.
ii. Contractor meeting with caregiver to provide training regarding access and/or procedures regarding the ECCT Services program.

iii. Contractor meeting with caregiver to provide training regarding de-stigmatizing mental health problems and how to engage students and families needing assistance.
iv. Contractor providing other ECCT services that directly pertain to the ECCT Services program, but that are not Mental Health Services.

e. Services should be linguistically and culturally competent and provided to a substantial degree by staff from the same ethnic groups as enrollees.

f. The community outreach role includes networking within the community and community-based services to identify young families with children between birth and three and connect them with necessary supports.

g. Offer groups for families with young children, using the Touchpoints Program. The Touchpoints groups would include fathers as well as mothers and other caregivers.

h. The team(s) will be connected to the countywide Fatherhood Collaborative expanding resources in support of fathers and other types of parenting curricula used with diverse populations.

i. The licensed clinician will provide brief, focused services to families that are identified with a need by the community outreach worker, the early childhood mental health consultant or partners in the network of community services such as primary care providers. The clinician will screen for postpartum depression, facilitate appropriate service plans with primary care and/or mental health services, and provide individual and family therapy as indicated.

j. The team will also work to improve the coordination among countywide agencies and local community-based services in the selected community, building a local collaborative, to improve coordination.

k. The community team will be using a combination of models, including models for mental health consultation in child care settings, the Child-Parent Psychotherapy intervention model, Touchpoints and application of the PHQ-9 for tracking the depression status of postpartum mothers. Community Team staff will be trained in these models and deliver them with fidelity.

l. The program will operate under policies and procedures that ensure:
   i. Collaboration with all systems of care staff involved with the child/youth and family (e.g., Mental Health, Health Insurance, Child Welfare, Juvenile Justice, and/or Education).
   ii. Coordination with client's primary care physician.
   iii. There is support for parents when they have their own mental health or substance abuse needs. The program will facilitate access to services, interfacing with adult MH or AOD services when family members meet MH and/or AOD criteria or referring them to primary care or community resources.

m. Program Services by Community Worker may consist of Case Management and Indirect Services. These services are described as follows:
   i. Case Management
      Case Management Services are activities that are provided by Contractor's staff to access medical, educational, social, prevocational, vocational, rehabilitative, or other needed services for eligible clients.
   ii. Indirect Services
      Indirect Services are those activities that pertain to ECCT program, but that are not Mental Health or Case Management services (i.e. parenting groups and outreach services).

4. Population to be Served

a. The team will serve young families with children aged birth to three years, as well as children in child care settings.

b. The ECCT will outreach to Latino, or isolated farm worker families, or to a community experiencing a significant degree of interpersonal violence, which has significant impact in families and young children.

5. Evaluation

The program will be evaluated for fidelity to the model(s) and evidence-based practice(s) utilized for the provision of services.

Tracking logs and use of tools will be part of the contractual responsibilities of the agency(ies) delivering services.

6. Measure K - Outcome Objectives

Starvista will continue to expand the Early Childhood Community Team model, providing comprehensive prevention, early intervention and treatment services to families with young children in three regions within San Mateo County: South San Francisco/Daly City, Coastside/South Coast (Half Moon Bay, Pescadero and La Honda), and Redwood City's North Fair Oaks region.

a. Three hundred fifty (350) children aged 0-5 whose caregivers receive early childhood mental health (ECMH) consultation will receive improved community-based childcare, promoting enhanced well-being and functioning.

b. Ninety percent (90%) of the twenty-five (25) childcare providers receiving ECMH consultation services will report increased competency in their roles, enhanced skills in working with children and promoting their social emotional development, and improved abilities in identifying at-risk children to receive clinical interventions.

c. Eighty percent (80%) of the forty (40) at-risk children referred to the ECMH Consultant for individual observation, family conferencing, and supportive services will demonstrate improved functioning and ability to participate successfully in the childcare setting.

d. Eighty percent (80%) of the twenty (20) families with children identified for ECMH case consultation will report improved understanding of their child's behavior and a strengthened relationship with the child.

e. A minimum of eighty-five percent (85%) of the children at risk for expulsion from their childcare sites will be retained.

f. Eighty percent (80%) of the 15-20 children and families receiving CPP and/or other clinical services from the ECMH Clinician will demonstrate improved social emotional functioning and improvement in the parent-child relationship.

g. The network of local services for children 0-5 will report stronger understanding of the system of care and increased awareness of available resources as a result of quarterly meetings convened by ECCT Team. Fifty (50) families with children aged 0-3 will receive home visits and/or group services from either a Community Worker, or a Mental Health

Clinician, or both. Ninety percent (90%) of fifty (50) families attending groups will report increased understanding of child development issues, and how to seek support when needed.

F. Co-Chair of the Diversity and Equity Council

Contractor shall designate one (1) - .10 FTE to serve as Co-Chairman of the Diversity and Equity Council (DEC). This individual will share equal responsibility with another co-chair selected by the Office of Diversity and Equity (ODE). The co-chair shall be responsible for, but not limited to the following:

1. Monthly Meeting

   a. Host; produce an agenda for; take minutes, facilitate, inform participants about monthly DEC meetings and save DEC documents in appropriate online folder (with co-facilitator).

2. Established 5-year Goal

   a. Long-term goal (to be accomplished in five (5) years or by June 2023) identified with input and support from the DEC members and co-facilitator.

3. One (1) year plan to be completed annually. Created with co-facilitator.

   a. One-year work plan created in each year of contract moving Initiative towards five (5) year goal.

   b. Plan will include (in collaboration with co-chair):
      i. Collaboration with Health Equity Initiatives;
      ii. Support of Health Equity Initiatives events, trainings, courses, etc.;
      iii. Support of Cultural Competency Plan work;
      iv. Support of Policy work;
      v. MHSA support; and
      vi. Facilitation of strategic planning meeting or retreat (no more than once per year).

   c. Plan purpose:
      i. Measurably improve outcomes related to the reduction of stigma related to behavioral health in our communities of color;
      ii. Develop leadership skills of members in DEC;
      iii. Identify new strategies to improve mental wellness for diverse communities in San Mateo County; and

vii. Support ODE by acting as a representative of the DEC when needed for ODE-related activities.

4. Bimonthly meeting with or report to ODE shall include the following:

a. Provide meeting agendas, minutes, sign-in sheets and any evaluation data from events or other interventions (including but not limited to sign-in sheets, demographics forms, surveys, and other data).

b. Answer evaluation questions determined by ODE.

c. With co-chair provide complete, accurate and timely evaluation data for all events (including demographic survey and Event Intervention Questionnaire (both found at https://www.smchealth.org/bhrs/ode)

d. With co-chair complete quarterly evaluations and submit for review in timely manner.

G. Early Childhood Mental Health Consultation

1. StarVista's Early Childhood Mental Health Consultation (ECMHC) program will work with the County's Pre To Three clinical services programs which would provide additional, targeted short-term consultation support to teachers and other care providers when concerns regarding a child's functioning in a group setting are present.

StarVista ECMHC Consultants will partner with Pre To Three clinicians to offer support within the classroom, working with the teachers, clinicians and parents, with the goal of enhancing the providers understanding of the child and family, and developing effective and responsive ways to support and intervene with the child in a group care setting. Consultants are able to work with center-based and family childcare programs serving children birth through age 5.

2. Consultants will help childcare providers effectively support the child's social emotional development by promoting developmentally appropriate and therapeutic practices so that they can be maintained in regular childcare setting. The consultant will:

a. Facilitate intra-staff communication and organizational functioning.

b. Assist caregivers' knowledge of prevention and early intervention techniques.

c. Assist teachers in building strong, collaborative relationships with parents and outside providers.

d. Support teachers and families in developing an increased awareness and understanding of the impact of their interactions on the child who is the focus of consultation.

e. Work with the Pre To Three clinician to link the children and families to outside services in order to address any additional needs identified through the process.

H. Health Ambassador Program – Youth

Health Ambassador Program-Youth (HAP-Y) is a community-developed Mental Health Services Act Innovation program, designed to engage individuals, families and communities to be active change agents regarding their health, especially behavioral health, leading to a healthier San Mateo County. HAP-Y was built on the idea that informed youth can take a proactive role in helping to keep their families and communities healthy through outreach and engagement to vulnerable families and communities in San Mateo County.

Contractor through its partnership, herein after shall be referred to as Contractor, will train, deploy and support youth as Health Ambassadors throughout the County. Contractor shall work closely and collaboratively with BHRS Office of Diversity and Equity (ODE) staff throughout the duration of the contract. Contractor will provide the following:

1. Staffing

a. Contractor will hire a 1.0 FTE Project Coordinator
   i. The Project Coordinator will coordinate activities to recruit youth, develop a training plan, and provide ongoing support to all youth participants to build strong long-term relationships with participants, and increase likelihood of long-term engagement.
   ii. Strong efforts will be made to hire a bi-lingual/bicultural Coordinator.

b. Contractor will assign 0.275 FTE time of existing staff to oversee the operations of HAP-Y.
   i. The Crisis Intervention and Suicide Prevention Center Program (CISPC) Program Manager, will supervise the HAP-Y Project Coordinator. Additionally, the CISPC

Manager will work closely with staff to provide back-up coverage in the event of staff vacation or absences.

c. Contractor will assign 1.0 FTE experienced staff members to support HAP-Y including:
   i. 0.75 FTE Project Coordinator to sustain the training schedule during periods the other is absent.
   ii. 0.25 FTE Facilitator/Trainers: These are existing staff members certified to train Ambassadors on identified EBPs.

d. Project staff will seek opportunities to become trainers in all required courses to build internal capacity in each agency to deliver all future trainings.

e. Project staff will meet monthly to discuss the program, challenges and opportunities. Individual staff will each receive weekly supervision.

2. Youth Ambassador Recruitment

a. Contractor will recruit youth, ages sixteen (16) to twenty-four (24), who have been touched by mental health and behavioral health challenges, to participate in HAP-Y training and community outreach.

b. Bi-lingual and/or bicultural youth in particular, will be the recruitment target to support outreach to cultural communities through information sharing and decreasing stigma.

c. Youth will be interviewed prior to acceptance to the program.

d. Recruitment and outreach activities will include, but not be limited to:
   i. Former foster youth in StarVista's THP+ who are exploring career options, youth receiving services through Insights, parenting programs, including Think Tank which targets Chinese parents, etc.
   ii. Community partners, high schools and community colleges to ensure outreach and engagement with all youth from diverse communities throughout San Mateo County.
   iii. Presentations at schools, through established partnerships such as the North County Collaborative, Oceana High School, Post Release Case Management Program at Youth Services and community-based

programs such as the Pacifica Collaborative and the North and Coastside community service areas.

iv. Presentations at schools in South County and Coastside and continue to build on their relationships with schools and programs at Community Colleges.

v. Flyers developed and disseminated at schools and youth groups.

3. HAP-Y Trainings

a. Contractor will train and graduate a minimum of twenty (20) Ambassadors each year.

b. Contractor will plan training curriculum for program Ambassadors for the year. To become a certified HAP-Y Ambassador, the following must be completed: five (5) psychoeducational trainings focused on learning about behavioral health challenges, signs and risks and resources; and at least one (1) training related to building youth capacity for public speaking, storytelling, advocacy, and/or data collection/analysis. Trainings include, but are not limited to:

i. Linking Education and Awareness for Depression and Suicide (LEADS)
ii. Question Persuade Refer (QPR)
iii. NAMI Family-to-Family Education Program;
iv. Wellness Recovery Action Plan (WRAP)
v. Photovoice

c. Contractor shall present HAP-Y graduates a “Health Ambassador Certificate” following completion of the above mentioned five (5) specified trainings and will become part of the BHRS Ambassador pool.

d. Contractor shall provide three (3) cycles of trainings each year.

i. Each cycle will occur over a three (3) month period and include approximately seventy (70) hours of training.

ii. The trainings will be offered regionally (North County, South County, Central County and Coastside) to engage youth throughout the County.

iii. The trainings will be offered in English, Mandarin, Spanish, and other identified languages as needed through interpreters.

iv. Trainings will be offered in accessible community-based facilities located in close proximity to public transportation.

4. Supports and Incentives for Youth Ambassadors

a. Contractor will offer incentives to support youth in HAP-Y, honor the commitment and dedication of Ambassadors, and value of their time, including but not limited to:
   i. Opportunity to obtain community service hours and/or internship hours.
   ii. Youth will receive $700 upon completion of the entire HAP-Y program, which includes the training and community presentations/outreach. In addition, youth may receive $100 for every three (3) community presentations completed.
   iii. Youth who find it difficult to receive and cash checks will be offered the option to receive the stipend in the form of a gift card.

b. Contractor will provide participants ongoing support to address any barriers in program completion that may arise, including but not limited to:
   i. Convene a group meeting shortly after graduation.
   ii. Provide opportunities to process triggering training material will also be provided to best support participants in their education and growth.
   iii. Connecting youth to resources as needed, to address any behavioral health or recovery issues, as well as helping them develop supports.
   iv. A social media group (on Facebook or another tool chosen by youth) will be created to help Ambassadors connect to and support each other, and opportunities in the community.
   v. An Ambassador Alumni group will be formed for past participants to stay engaged, support other youth and new Ambassadors, and continue to stay engaged in reducing the stigma of mental illness in their communities.

c. Contractor will engage and connect with parents and/or guardians of youth as appropriate, especially those under eighteen (18) years of age.
   i. Contractor will receive consent from parents of minors to participate in HAP-Y.

ii. Contractor will refer families as needed to benefit programs such as Medi-Cal and provide other service resources as needed.

d. Contractor will provide transportation including passes for public transit as needed.

e. Contractor will provide child care through a licensed provider on an as-needed basis. Contractor will assure appropriate space, insurance coverage and fingerprint certification is in place to offer child care for participants.

f. Trainings will include meals and/or snacks for participants.

5. Opportunities for Youth Ambassadors

a. Contractor will engage graduating youth, providing opportunities for involvement and connection to resources.

b. Through coordination with BHRS ODE, Contractor will develop opportunities for Ambassadors to conduct community presentations and outreach including but, not limited to:
   i. County commission assignments; and
   ii. Outreach and speaking opportunities at school events such as assemblies, health fairs, Parent-Educator meetings, community colleges, meetings with law enforcement, faith-based organizations, health care and wellness centers, and youth groups.

6. Reporting

a. Contractor will collect data on all courses offered, participant progress and program support of HAP-Y graduates in achieving their goals, and will include the following:
   i. Utilize the HAP-Y pre–post tools for youth;
   ii. Collect feedback after each day of the course; and
   iii. Work with BHRS evaluator to engage youth in a focus group upon completion of the HAP-Y course.

b. Contractor will collect outcome measure data to demonstrate the impact of HAP-Y improving access to services for youth at risk of developing serious mental illness, and will include the following:
   i. Contractor will collect data on Ambassador training, the number of community activities they lead or participate in, respective audience sizes (i.e., an approximate number of youth reached through activities), and

prevailing attitudes toward seeking help, as well as knowledge of community resources, to measure program impact.

ii. Contractor will work closely with BHRS evaluators to develop ways to measure the impact of the program on the individual, and in their community.

c. Contractor will collect the Ambassadors knowledge and skills, as well as their ability to positively impact their communities, in such areas as:

i. participant knowledge and perception about mental health;
ii. ability to respond to an individual experiencing a mental health crisis;
iii. ability to provide guidance and suicide first aid to a person at risk, including important aspects of suicide prevention;
iv. understand key concepts of recovery; and
v. knowledge of appropriate community supports.

7. Sustainability

a. Contractor will develop a sustainability plan that includes identification of alternative funding sources, should the innovative project evaluation findings meet the expected outcomes and continue after MHSA funding is no longer available. The plan may include:

i. continuous research of potential donors and continued support of loyal donors;
ii. further develop County relationships to build and maintain supporters;
iii. work to sustain and build new relationships; and
iv. ongoing evaluations of the programs to ensure the greatest impact possible with limited reserves.

I. Trauma-informed Co-Occurring Prevention Interventions for Youth

In August 2018, BHRS began piloting an alternate curriculum to Seeking Safety: The Mindfulness-Based Substance Abuse Treatment (MBSAT) 12-session curriculum. All Seeking Safety providers were invited and agreed to participate in the pilot curriculum. The pilot will continue through December 31, 2019 to allow for focus groups with youth and providers and an analysis of outcomes.

The MBSAT curriculum integrates best practices from the fields of mindfulness, psychotherapy, and substance use reliance treatment as applied to working with adolescents. The program was created to provide

mental health professionals; teachers and other facilitators who provide group-based substance abuse treatment, a methodology of connecting with adolescents on an authentic level, while also fostering a greater self-awareness and greater regulatory capacity over unhealthy behaviors (e.g. substance use, violence etc.) MBSAT is a manualized intervention that provides guidance on mindfulness meditation, informal mindfulness activities, and substance use education and relapse-prevention strategies over the course of twelve (12) sessions. The MBSAT curriculum is flexible in regard to the number of groups, duration of the group and content that is prioritized for a group, and it can be conducted in an individual/group format with diverse populations. Contractors shall work with the BHRS team and the MBSAT consultant to implement appropriate adaptations as needed.

1. MBSAT provides services for transition age youth (TAY), in a non-traditional behavioral health setting. Services will include population and group-based interventions to at-risk youth, ages fifteen (15) to twenty-five (25).

2. The key principals of MBSAT are:

    a. Increase emotional awareness, improve insight into substance use, learn about the consequences of substance use and decrease impulsive behaviors.

    b. Integrated treatment working on the cyclical relationship between trauma and substance use reliance.

    c. Initial sessions include improving self-awareness, increase knowledge of drugs and impact on the individual, formal meditation, physical effects of drugs, and pros and cons of drug use through a mix of psycho education, role play and interaction.

    d. This curriculum integrates the individual with social and environmental influences on their drug use and how they in turn influence those systems. Additionally, within that context intergenerational trauma is also discussed.

3. Services will be provided to all at-risk youth (ages 15-25) being served in community-based sites other than contractor sites; and specifically target Asian/Pacific Islander, Latino and African American youth who experience or have experienced trauma.

4. Services will be provided to five (5) cohorts of youth (8-12 group session) in community settings during the term of this Agreement.

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

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

7. Staff shall be trained in the MBSAT model and deliver services with fidelity, consistent with the model.

8. Contractor will support evaluation activities as follows:

    a. Administer pre and post- tests with clients to assess improvement in the following:
        i. Emotional Regulation Questionnaire
        ii. Development Asset Profile
        iii. Client satisfaction

    b. BHRS will conduct focus groups to engage parents and/or youth participants in feedback regarding the MBSAT curriculum and key interviews with staff/facilitators involved in the delivery of MBSAT.

11. Monthly Reporting

    Contractor shall administer/utilize any and all survey instruments as directed by BHRS, including but not limited to the following outcomes and satisfaction measurement instruments. Contractor shall measure outcomes by choosing one of the following: a survey instrument as agreed upon by BHRS, satisfaction survey for students, staff and/or parents, focus groups for students, staff and/or parents.

J. Parent Project

The Parent Project is an evidenced based, interactive twelve (12) week course that teaches parents/caregivers parenting skills and focuses on how to improve their relationship with their child(ren). Participants will learn effective identification, prevention and intervention strategies.

1. Contractor shall facilitate the twelve (12) week Parent Project classes in English and/or Spanish and/or Tongan and/or Samoan.

a. Four (4) Parent Project courses (each twelve (12) weeks) will be provided in a school setting and one (1) in a community setting.

b. Two (2) childcare providers will be provided for each class.

c. Class materials, food, and childcare materials will be provided.

d. Co-facilitated by two (2) certified Parent Project facilitators.

2. Contractor shall be responsible to conduct outreach at schools and in the community to ensure a minimum of twenty (20) and maximum of thirty-five (35) unduplicated parents in each class.

3. Contractor shall be responsible for coordinating additional presentations to suit class needs as appropriate.

4. Contractor shall be responsible for printing, distributing, and ensuring completion of program forms (applications, pre/post evaluations, media and childcare waivers).

   a. Contractor will provide all forms to BHRS Program Coordinator upon completion of documents and ensure that all documents are completely filled out.

5. Contractor shall provide BHRS Program Coordinator a detailed list of class participants, including attendance sheets, total number of participants who received Completion or Participation Certificates.

6. Contractor shall complete weekly reports, send to BHRS Program Coordinator the Monday after the class is completed and comply with BHRS incident report guidelines.

7. Contractor shall complete itemized expense report upon completion of each course, detailing cost for facilitation, administration, childcare services, class materials and food for the entire 12-week course. Contractor expenses must adhere to the allocated funding per course (template and program budget can be provided by ODE if needed). Invoice should be submitted within two (2) weeks of class completion.

8. Contractor shall comply with County data collection process through use of identified Parent Project application forms, pre and posttests, evaluation and other agreed upon tools. These materials are due to County one (1) week after each series is over.

9. Adhere to requirements and standards as outlined by the Parent Project curriculum to maintain fidelity.

K. Youth Mental Health First Aide

1. Youth Mental Health First Aide (YMHFA) is a public education program that teaches people how to help young people experiencing mental illness and/or substance use challenges, connect to an appropriate level of care. YMHFA is a highly interactive program offered to small groups and teaches the following:

   a. The prevalence of mental illness in the United States and their emotional and economic cost.

   b. The potential warning signs and risk factors for depression, anxiety disorders, trauma, psychotic disorders, eating disorders, and substance abuse.

   c. A 5-step action plan to help an individual in crisis, connect to professional care.

   d. Resources available to help someone with a mental health problem.

2. Service Description

   a. FY 2019-20

      i. Contractor will sponsor five (5) YMHFA trainings in San Mateo County (community based) utilizing the 8-hour curriculum format.

      ii. Two (2) to three (3) trainings will be offered in English and the remaining courses will be offered in either Spanish and/or Tongan and/or Samoan as needed.

      iii. Each training will include an average of fifteen (15) participants that have not previously enrolled in the YMHFA class; for a minimum of seventy-five (75) participants fully completing and graduating the YMHFA class over the year.

      iv. All courses should be culturally informed and include Cultural Humility principles.

v. Contractor shall complete itemized expense report upon completion of each training, detailing cost for facilitation, administration, childcare services, class materials and food. Contractor expenses must adhere to the allocated funding per course (template and program budget can be provided by ODE if needed).

vi. Adhere to requirements and standards as outlined by the National Council for Behavioral Health including, but not limited to, listing courses online, submitting evaluations online, and enrolling in national listserv through The National Council.

b. FY 2020-21

i. Contractor will sponsor ten (10) YMHFA trainings in San Mateo County (community based) utilizing the 8-hour curriculum format.

ii. Two (2) to three (3) trainings will be offered in English and the remaining courses will be offered in either Spanish and/or Tongan and/or Samoan as needed.

iii. Each training will include an average of fifteen (15) participants that have not previously enrolled in the YMHFA class; for a minimum of one hundred fifty (150) participants fully completing and graduating the YMHFA class over the year.

iv. All courses should be culturally informed and include learnings from cultural humility work.

v. Contractor shall complete itemized expense report upon completion of each training, detailing cost for facilitation, administration, childcare services, class materials and food. Contractor expenses must adhere to the allocated funding per course (template and program budget can be provided by ODE if needed).

vi. Adhere to requirements and standards as outlined by the National Council for Behavioral Health including, but not limited to, listing courses online, submitting evaluations online, and enrolling in national listserv through The National Council.

c. All YMHFA trainings will be offered to parents, community members and leaders in our community. They will also be open to any interested stakeholder in San Mateo County.

d. The YMHFA classes will be co-facilitated by two (2) certified instructors.

e. Contractor is responsible for all necessary aspects of planning and delivering the YMHFA training including:

i. Outreach and recruitment of participants;
ii. Scheduling and securing locations;
iii. Ordering YMHFA workbooks in advance of any upcoming trainings and providing one to each participant for a total of 225* workbooks over the 2-year cycle;
iv. Providing refreshments for participants;
v. Teaching and facilitating the trainings;
vi. Completing all required data collection, data entry, reporting and evaluation activities; and
vii. Scheduling and ensuring childcare is available when needed. When childcare is needed, two (2) providers will be scheduled per course.

*Additional workbooks will be provided by the Office of Diversity and Equity as requested and needed.

3. Reporting

a. The following documents shall be mailed/submitted by the tenth (10^{th}) workday of the month along with the invoices as described Exhibit B.2.1, Item I.M.:

i. Completed applications including demographics;
ii. Attendance sheets;
iii. Completed pre and post tests;
iv. Completed evaluations;
v. Class flyer;
vi. Sign in Sheets; and
vii. Itemized invoice (template can be provided by ODE if needed).

b. Contractor shall data enter the completed applications and pre and posttests online (link will be provided by BHRS) by the 10^{th} workday of the month.

c. Contractor shall complete and submit the year-end Attachment M – MHSA Annual Report Template, due by the fifteenth (15th) of August each fiscal year.

L. Adult Mental Health First Aide

1. Adult Mental Health First Aide (MHFA) is a public education program that teaches people how to help persons experiencing mental illness and/or substance use challenges, connect to an appropriate level of care. MHFA is a highly interactive program offered to small groups and teaches the following:

a. The prevalence of mental illness in the United States and their emotional and economic cost.

b. The potential warning signs and risk factors for depression, anxiety disorders, trauma, psychotic disorders, eating disorders, and substance abuse.

c. A 5-step action plan to help an individual in crisis, connect to professional care.

d. Resources available to help someone with a mental health problem.

2. Service Description

a. FY 2019-20

i. Contractor will sponsor five (5) MHFA trainings in San Mateo County (community based) utilizing the 8-hour curriculum format.

ii. Two (2) to three (3) trainings will be offered in English and the remaining courses will be offered in either Spanish and/or Tongan and/or Samoan as needed.

iii. Each training will include an average of fifteen (15) participants that have not previously enrolled in the MHFA class; for a minimum of seventy-five (75) participants fully completing and graduating the MHFA class over the year.

iv. All courses should be culturally informed and include Cultural Humility principles.

v. Contractor shall complete itemized expense report upon completion of each training, detailing cost for facilitation, administration, childcare services, class materials and food. Contractor expenses must adhere to the allocated funding per course (template and program budget can be provided by ODE if needed).

vi. Adhere to requirements and standards as outlined by the National Council for Behavioral Health including, but not limited to, listing courses online, submitting evaluations online, and enrolling in national listserv through The National Council.

b. FY 2020-21

i. Contractor will sponsor ten (10) MHFA trainings in San Mateo County (community based) utilizing the 8-hour curriculum format.

ii. Two (2) to three (3) trainings will be offered in English and the remaining courses will be offered in either Spanish and/or Tongan and/or Samoan as needed.

iii. Each training will include an average of fifteen (15) participants that have not previously enrolled in the MHFA class; for a minimum of one hundred fifty (150) participants fully completing and graduating the MHFA class over the year.

iv. All courses should be culturally informed and include learnings from cultural humility work.

v. Contractor shall complete itemized expense report upon completion of each training, detailing cost for facilitation, administration, childcare services, class materials and food. Contractor expenses must adhere to the allocated funding per course (template and program budget can be provided by ODE if needed).

vi. Adhere to requirements and standards as outlined by the National Council for Behavioral Health including, but not limited to, listing courses online, submitting evaluations online, and enrolling in national listserv through The National Council.

c. All MHFA trainings will be offered to parents, community members and leaders in our community. They will also be open to any interested stakeholder in San Mateo County.

d. The MHFA classes will be co-facilitated by two (2) certified instructors.

e. Contractor is responsible for all necessary aspects of planning and delivering the YMHFA training including:

i. Outreach and recruitment of participants;
ii. Scheduling and securing locations;
iii. Ordering MHFA workbooks in advance of any upcoming trainings and providing one to each participant for a total of 225* workbooks over the year
iv. Providing refreshments for participants;
v. Teaching and facilitating the trainings;
vi. Completing all required data collection, data entry, reporting and evaluation activities; and
vii. Scheduling and ensuring childcare is available when needed. When childcare is needed, two (2) providers will be scheduled per course.

*Additional workbooks will be provided by the Office of Diversity and Equity as requested and needed.

3. Reporting

a. The following documents shall be mailed/submitted by the tenth (10^{th}) workday of the month along with the invoices as described Exhibit B.2.1, Item I.N.:

i. Completed applications including demographics;
ii. Attendance sheets;
iii. Completed pre and posttests;
iv. Completed evaluations;
v. Class flyer;
vi. Sign in Sheets; and
vii. Itemized invoice (template can be provided by ODE if needed).

b. Contractor shall data enter the completed applications and pre and posttests online (link will be provided by BHRS) by the tenth (10^{th}) workday of the month.

c. Contractor shall complete and submit the year-end Attachment M – MHSA Annual Report Template, due by the fifteenth (15th) of August each fiscal year.

II. ADMINISTRATIVE REQUIREMENTS

A. Quality Management and Compliance

1. Quality Management Program and Quality Improvement Plan

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

2. Referring Individuals to Psychiatrist

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

3. Medication Support Services

For Contractors that provide or store medications: Contractor will store and dispense medications in compliance with all pertinent state and federal standards. Policies and procedures must be in place for dispensing, administering and storing medications consistent with BHRS Policy 99-03, Medication Room Management and BHRS Policy 04-08 Medication Monitoring located at www.smchealth.org/bhrs-documents. In particular:

a. Medications are logged in, verified, counted and added to inventory sheets.

b. All medications obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.

c. Medications intended for external use only are stored separately from medications intended for internal use; food and blood samples are stored in separate refrigerators.

d. All medications are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.

e. Medications are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.

f. Medications are disposed of after the expiration date and recorded.

g. Injectable multi-dose vials are dated and initialed when opened.

h. A medications log is maintained to ensure that expired, contaminated, deteriorated and abandoned medications are disposed in a manner consistent with state and federal laws.

i. "Stock" medications that are not prescribed by the client's physician may not be used (for example, Tylenol).

4. Record Retention

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

5. Documentation of Services

Contractor shall provide all pertinent documentation required for state and federal reimbursement including but not limited to Consent Forms, assessments, treatment plans, and progress notes. Contractor agencies must submit, via fax to Quality Management at 650-525-1762, their version of these forms for approval before the forms are to be used. Special attention must be paid to

documentation requirements for residential treatment facilities. Documentation shall be completed in compliance with the BHRS Policies & Documentation Manuals (as defined in Paragraph II. of this Exhibit). Contractor agencies are required to provide and maintain record of regular documentation training to staff providing direct services. Proof of trainings including attendance by staff may be requested at any time during the term of this Agreement.

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

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

Managed Care providers shall document services in accordance with the BHRS Managed Care Provider Manual: located online at http://www.smchealth.org/sites/default/files/docs/BHRS/Providers/ManagedCareProviderManual.pdf. Managed Care Providers will utilize documentation forms located at http://www.smchealth.org/bhrs/contracts.

6. Audits

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

7. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

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

b. Beneficiary/Patient's Rights

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

c. Advance Directives

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

8. Beneficiary Brochure and Provider Lists

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

9. Licensing Reports

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

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

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

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

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

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

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

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

d. Confidentiality Training

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

11. Site Certification

a. Contractor will comply with all site certification requirements. Contractor shall maintain all applicable certifications through San Mateo County to provide any of the following reimbursable services: Short-Doyle Medi-Cal, MediCal, Medicare, or Drug MediCal.

b. Contractor is required to inform BHRS Quality Management, in advance, of the following major changes:

1) Major leadership or staffing changes.
2) Major organizational and/or corporate structure changes (example: conversion to non-profit status).
3) Any changes in the types of services being provided at that location; day treatment or medication support services when medications are administered or dispensed from the provider site.

4) Significant changes in the physical plant of the provider site (some physical plant changes could require a new fire or zoning clearance).
5) Change of ownership or location.
6) Complaints regarding the provider.

12. Critical Incident Reporting

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

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

13. Ineligible Employees

Behavioral Health and Recovery Services (BHRS) requires that contractors comply with Federal requirements as outlined in 42 CFR (438.608) Managed Care Regulations. Contractors must identify the eligibility of employees, interns, or volunteers prior to hiring and on a monthly basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting Form, Policy#93-11) should a current employee, intern, or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns, and volunteers by following procedures included in BHRS Policy # 04-01, which can be found online at: http://www.smchealth.org/bhrs-policies/compliance-policy-funded-services-provided-contracted-organizational-providers-04-01. BHRS Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRS Quality Management if an employee's license is not current or is not in good standing and must submit a plan to correct to address the matter.

a. Credentialing Check – Initial
During the initial contract process, BHRS will send a packet of contract documents that are to be completed by the

Contractor and returned to BHRS. Attachment A – Agency/Group Credentialing Information will be included in the contract packet. Contractor must complete Attachment A and return it along with all other contract forms.

b. Credentialing Check – Monthly
Contractor will complete Attachment A – Agency/Group Credentialing Information each month and submit the completed form to BHRS Quality Management via email at: HS_BHRS_QM@smcgov.org or via a secure electronic format.

14. Compliance Plan and Code of Conduct

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

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

15. Fingerprint Compliance

Contractor certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom Contractor's employees, trainees, and/or its subcontractors, assignees, or volunteers have contact. Contractor shall have a screening process in place to ensure that employees who have positive fingerprints shall:

a. Adhere to CFR Title 9 Section 13060 (Code of Conduct) when providing services to individuals with whom they have contact as a part of their employment with the Contractor; or

b. Obtain a waiver from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as part of their employment with the Contractor.

16. Staff Termination

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

17. Minimum Staffing Requirements

Contractor shall have on file job descriptions (including minimum qualifications for employment and duties performed) for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this Agreement. Contractor agrees to submit any material changes in such duties or minimum qualifications to County prior to implementing such changes or employing persons who do not meet the minimum qualifications currently on file. Contractor service personnel shall be direct employees, contractors, volunteers, or training status persons.

B. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at ode@smcgov.org.

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Analyst/Program Manager and the Health Equity Initiatives Manager (HEIM) by September 30th of the fiscal year.

The annual cultural competence plan will include, but is not limited to the following:

a. Implementation of policies and practices that are related to promoting diversity and cultural competence, such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance.

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

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

d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner.)

e. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.

2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council (CCC) for the term of the Agreement. Participation in the CCC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more information about the CCC, and other cultural competence efforts within BHRS, contact HEIM.

3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If Contractor is unable to provide services in those languages, Contractor is expected to contact Access Call Center or their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact HEIM.

4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.

5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager and HEIM at ode@smcgov.org to plan for appropriate technical assistance.

C. 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.

D. Surety Bond

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

E. Mental Health Services (authorized by the Mental Health Plan)

1. Policies and Procedures

Contractor will maintain compliance with policies and procedures, and other requirements contained within the Managed Care Provider Manual, including any additions or revisions. The Managed Care Provider Manual is located at http://www.smchealth.org/bhrs/contracts and is incorporated in this agreement by reference herein.

2. Professional Standards

Contractor's professional shall perform their duties under this Agreement in accordance with the rules of ethics of the medical profession. Contractor's staff shall also perform their duties under this Agreement in accordance with the appropriate standard of care for their medical profession and specialty.

3. Qualifications

a. Contractor's professional staff shall at all times keep and maintain a valid license to engage in the practice of medicine in the State of California.

b. Contractor shall be certified by the appropriate State recognized Board in California (or eligible for certification by such Board by virtue of having successfully completed all educational and residency requirements required to sit for the Board examinations).

4. Requirement of Contractor to Notify County of any Detrimental Professional Information or Violation of County Rules or Policies

Contractor shall notify County upon the occurrence of any and/or all of the following:

a. Contractor's license to practice medicine in any jurisdiction is suspended, revoked, or otherwise restricted;

b. A complaint or report concerning Contractor's competence or conduct is made to any state medical or professional licensing agency;

c. Contractor's participation as a Medicare or Medi-Cal provider is under investigation or has been terminated;

d. There is a material change in any of the information the Contractor has provided to County concerning Contractor's professional qualification or credentials;

e. Contractor must also notify the County within thirty (30) days of:
   i. any breach of this Agreement;
   ii. any material violation of County's rules or regulations by the Contractor himself/herself; or
   iii. if the Contractor is subject to or participates in any form of activity which would be characterized as discrimination or harassment.

5. Automatic Termination

This Agreement shall be immediately terminated as follows:

a. Upon Contractor's loss, restriction or suspension of his or her professional license to practice medicine in the State of California;

b. Upon Contractor's suspension or exclusion from either the Medicare or Medi-Cal Programs;

c. If the Contractor violates the State Medical Practice Act;

d. If the Contractor's professional practice imminently jeopardizes the safety of clients;

e. If Contractor violates ethical and professional codes of conduct of the workplace as specified under state and federal law;

f. Contractor has a guardian or trustee of its person or estate appointed by a court of competent jurisdiction;

g. Contractor becomes disabled so as to be unable to perform the duties required by this Agreement;

h. Contractor fails to maintain professional liability insurance required by this Agreement.

6. Standard Appointment Scheduling

Contractor shall return phone calls to an authorized client within one (1) business day. Contractor shall schedule an initial visit with an authorized client within five (5) business days of the client's request for an appointment.

Contractor must notify the Access Call Center at 1-800-686-0101 to be placed on the Provider List as not accepting new client referrals when temporarily unable to meet this standard due to vacations, filled schedules, etc. It is the provider's responsibility to notify Access Call Center when provider resumes the ability to accept new client referrals.

7. Certification

Contractor shall maintain all applicable certifications through San Mateo County to provide any of the following reimbursable services: Short-Doyle Medi-Cal, Medi-Cal, Medicare, or Drug Medi-Cal.

III. GOALS AND OBJECTIVES

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

A. ALL PROGRAMS

Goal 1: Contractor shall enhance program's cultural competence.

Objective 1: Contractor shall document that staff from each program have completed two (2) cultural competency trainings, designed to meet the needs of their specific programs.

Objective 2: Contractor shall engage, recruit or serve young people that reflect and represent the county's demographic diversity, in particular youth from ethnic groups that present lower levels of developmental assets (Pacific Islanders, Hispanic/Latinos and African-Americans).

Goal 2: Contractor shall apply youth development principles into practice across all programs.

Objective 1: Contractor shall document actions taken across all programs toward the adoption of the 41 Developmental Assets, building relationships with and supporting youth, and providing opportunities for authentic youth involvement.

B. MENTAL HEALTH SERVICES

1. 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.

Data shall be collected by Contractor

Goal 2: Clients receiving MHP services shall be satisfied with services received.

Objective 1: Ninety percent (90%) of clients served shall be satisfied with service as measured by client satisfaction survey administered by the MHP.

2. Girls' Program

Goal 1: Participants will stabilize in the community upon receipt of mental health services through the Girls Juvenile Court Program.

Objective 1: Sixty-five percent (65%) of participants will participate successfully in individual, group, and family therapy as measured by consistent attendance, level of engagement, and progress toward treatment goals.

Data shall be collected by Contractor.

3. Early Childhood Community Team

Goal 1: Clients will report noted improvement in the level of attachment between themselves and their child.

Objective 1: At least ninety percent (90%) of parents will self-report feeling emotionally closer to their child, and better able to understand their developmental cues by the end of the treatment.

4. Early Childhood Mental Health Consultation (ECMHC)

Goal 1: Consultants will enhance providers understanding of the child and family, and developing effective and responsive ways to support and intervene with the child in a group care/educational setting

Objective 1: Ninety percent (90%) of providers will feel the consultant was helpful in their thinking about the value of strengthening the relationship between the center and the parents.

Data shall be collected by Contractor.

5. Health Ambassador Program – Youth

Goal 1: Contractor will expand the Health Ambassador Program through adapting the program for youth and young adults.

Objective 1: Contractor will recruit 20 youth within the first year of program operation.

Goal 2: Contractor will develop and execute a HAP-Y training/certification program.

Objective 2: 20 recruits will successfully graduate from the Ambassador certification program within the first year of program operation.

Goal 3: Contractor will develop and deliver presentations about the HAP-Y program to schools in San Mateo County.

Objective 3: Presentations will be made to 5 schools in San Mateo County within the first year of operation.

*** END OF EXHIBIT A.2.1 ***

EXHIBIT B.2.1 – PAYMENTS AND RATES
STARVISTA
MENTAL HEALTH SERVICES
FY 2019 – 2021

In consideration of the services provided by Contractor in Exhibit A.2.1, County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

In full consideration of the services provided by Contractor under this Agreement and subject to the provisions of Paragraph 4 of this Agreement, County shall pay Contractor in the manner described below:

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 4 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount County shall be obligated to pay for all services rendered under this Agreement shall not exceed EIGHT MILLION NINE HUNDRED THOUSAND SEVEN HUNDRED FORTY-ONE DOLLARS ($8,900,741).

B. Mental Health Services (Authorized by the MHP)

The maximum amount County shall be obligated to pay for mental health services rendered under the MHP Exhibit A.1.1 of this agreement shall not exceed EIGHT HUNDRED THOUSAND DOLLARS ($800,000).

1. County rates for reimbursement are based on the Centers for Medicaid and Medicare Services (CMS) rate schedule and are subject to change. The CMS rate schedule is located at: https://www.cms.gov and is incorporated into this agreement by reference herein. County shall not pay or be obligated to pay more than the amounts for each component of service required under this agreement listed on the CMS rate schedule.

2. FY 2019 – 2020

County shall pay Contractor FOUR HUNDRED THOUSAND DOLLARS ($400,000) for mental health services provided under the Mental Health Plan.

3. FY 2020 – 2021

County shall pay Contractor FOUR HUNDRED THOUSAND DOLLARS ($400,000) for mental health services provided under the Mental Health Plan.

3. Specialty rates

Specialty rates are for services/rates that are not covered by MediCal that the County has agreed to cover. Specialty rates included in the Agreement are:

a. Collateral Services
CPT Code 90887 - $59.00 flat rate
As defined in Exhibit A.I.B.2.d.

b. Clinical Consultation

CPT Code 99442 - $12.00 flat rate
As defined in Exhibit A.I.B.2.e.

c. No Show
Code N0000 - $20 flat rate
A No Show is defined as: failure of client to appear for or cancel an appointment within 24 hours of the scheduled time, documented in chart at time of appointment, verifiable in retrospective audit. No Show limit is 2 per client within the first authorization period.

4. Beneficiaries

Contractor shall be compensated for services provided to the beneficiaries listed below when the Mental Health Plan (MHP) authorizes such services.

a. San Mateo County Medi-Cal beneficiaries, who are Medi-Cal eligible at the time of referral and authorization;

b. Clients who are covered by the Healthy Kids programs, a county insurance program for low-income children;

c. Client caregivers who are covered by HealthWorx, a state insurance program for direct in-home supportive services workers;

d. Clients that are covered by the Health Plan of San Mateo Care Advantage/Cal MediConnect program for Medicare beneficiaries; and

e. Clients known to be uninsured for whom the MHP has assumed responsibility.

The MHP will refer and authorize services on a case-by-case basis.

5. Claims

a. Contractor shall obtain and complete HICF 1500 claim form for outpatient services, or UB 04 claim form for inpatient services rendered to beneficiaries and authorized by MHP.

b. Contractor shall obtain a signed Assignment of Benefits (AOB) form from any dually (insurance and Medi-Cal) insured client; claims shall not be processed without an attached AOB. County reserves the right to withhold payment until a completed AOB is submitted.

c. Contractor shall send all claims, along with evidence of authorization, to the MHP within one hundred eighty (180) days from service date. Claims that are received 180 days or more after the date of service are considered to be late claims and will be denied by County. Send all claims to:

County of San Mateo
Behavioral Health and Recovery Services
Attn: Provider Billing
2000 Alameda De Las Pulgas, Suite 280
San Mateo, CA 94403

6. Member Liability

Unless beneficiary has other health insurance coverage under Medicare, Kaiser, Blue Cross/Blue Shield, or a known insurance carrier or health plan, Contractor shall look only to the County for compensation for services provided through this agreement and, with the exception of applicable co-payments levied from a third-party insurer, shall at no time seek compensation from beneficiary. County is not responsible for co-payments levied by third party insurers and shall not accept submission of claims for co-payments.

C. Girls' Program

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of FOUR

HUNDRED TWENTY-ONE THOUSAND THREE HUNDRED SEVENTY-THREE DOLLARS ($421,373) for services provided under Exhibit A.2.1, Paragraph I.B. of this Agreement.

1. FY 2019 – 2020

Contractor shall be paid up to TWO HUNDRED SIX THOUSAND FIVE HUNDRED FIFTY-FIVE DOLLARS ($206,555) for services provided at the Girls Program.

a. Medication Support Services described in Paragraph I.B.1.1 of Exhibit A.2.1, County shall pay Contractor at the rate of FIVE DOLLARS AND FORTY-SEVEN CENTS ($5.47) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph IV.18. of this Exhibit B.2.1.

b. Mental Health Services described in Paragraph I.B.2. of Exhibit A.2.1, County shall pay Contractor at the rate of TWO DOLLARS AND NINETY-SIX CENTS ($2.96) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph IV.18. of this Exhibit B.2.1.

c. Case Management described in Paragraph I.B.3. of Exhibit A.2.1, County shall pay Contractor at the rate of TWO DOLLARS AND TWENTY-NINE CENTS ($2.29) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph IV.18. of this Exhibit B.2.1.

d. Crisis Intervention Service described in Paragraph I.B.4. of Exhibit A.2.1, County shall pay Contractor at the rate of FOUR DOLALRS AND FORTY-ONE CENTS ($4.41) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph IV.18. of this Exhibit B.2.1.

e. Payment shall be made on a monthly basis upon County's receipt of the following:
   i. All required documentation adhering to Medi-Cal guidelines,
   ii. Documentation for each minute of service, and
   iii. Documentation relating to each appropriate authorization.

f. Medication Support Services are not reimbursable on days when Crisis Residential Treatment Services, Inpatient Services, or Psychiatric Health Facility Services are reimbursed, except for the day of admission to those services.

2. FY 2020 – 2021

Contractor shall be paid up to TWO HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED SEVENTEEN DOLLARS ($214,817) for Girls Program.

a. Medication Support Services described in Paragraph I.B.1.1 of Exhibit A.2.1, County shall pay Contractor at the rate of FIVE DOLLARS AND SIXTY-NINE CENTS ($5.69) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph IV.18. of this Exhibit B.2.1.

b. Mental Health Services described in Paragraph I.B.2. of Exhibit A.2.1, County shall pay Contractor at the rate of THREE DOLLARS AND NINE CENTS ($3.09) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph IV.18. of this Exhibit B.2.1.

c. Case Management described in Paragraph I.B.3. of Exhibit A.2.1, County shall pay Contractor at the rate of TWO DOLLARS AND THIRTY-EIGHT CENTS ($2.38) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph IV.18. of this Exhibit B.2.1.

d. Crisis Intervention Service described in Paragraph I.B.4. of Exhibit A.2.1, County shall pay Contractor at the rate of FOUR DOLLARS AND FIFTY-EIGHT CENTS ($4.58) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph IV.18. of this Exhibit B.2.1.

e. Payment shall be made on a monthly basis upon County's receipt of the following:
   i. All required documentation adhering to Medi-Cal guidelines,
   ii. Documentation for each minute of service, and
   iii. Documentation relating to each appropriate authorization.

f. Medication Support Services are not reimbursable on days when Crisis Residential Treatment Services, Inpatient Services, or Psychiatric Health Facility Services are reimbursed, except for the day of admission to those services.

D. Crisis Intervention and Suicide Prevention Services

For Crisis Intervention and Suicide Prevention Services as described in Paragraph I.C. of Exhibit A.2.1, County shall pay up to a maximum of FOUR

HUNDRED TWENTY-FIVE THOUSAND SEVEN HUNDRED TWENTY-NINE DOLLARS ($425,729).

1. FY 2019 – 2020

   The total amount County shall be obligated to pay shall not exceed TWO HUNDRED EIGHT THOUSAND SIX HUNDRED NINETY-ONE DOLLARS ($208,691).

   a. Contractor shall be reimbursed the full cost of providing services. Unless otherwise authorized by the Chief of San Mateo County Health or designee, the monthly payment by County to Contractor for the services shall be one-twelfth (1/12) of the total obligation for those services or SEVENTEEN THOUSAND THREE HUNDRED NINETY-ONE DOLLARS ($17,391).

2. FY 2020 – 2021

   The total amount County shall be obligated to pay shall not exceed TWO HUNDRED SEVENTEN THOUSAND THIRTY-NINE DOLLARS ($217,039).

   a. Contractor shall be reimbursed the full cost of providing services. Unless otherwise authorized by the Chief of San Mateo Health or designee, the monthly payment by County to Contractor for the services shall be one-twelfth (1/12) of the total obligation for those services or EIGHTEEN THOUSAND EIGHTY-SEVEN DOLLARS ($18,087).

E. Texting and Social Media – Innovation Tech Suite Pilot

For Texting and Social Media – Innovation Tech Suite Pilot as described in Paragraph I.D. of Exhibit A.2.1, County shall pay up to a maximum of TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000).

1. FY 2019 – 2020

   a. The total amount County shall be obligated to pay shall not exceed ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($125,000).

   b. Contractor shall be reimbursed the full cost of providing services described in Exhibit A.2.1, Paragraph D. Contractor shall bill the County on the tenth (10^{th}) business day of the month clearly itemizing expenditures and services delivered the previous month as per the following budget:

1. Personnel	
Staffing	$ 65,155
Benefits	$ 16,940
2. Operating	
Office Supplies	$ 2,000
NEW phones/computers	$ 2,000
Telephone/Internet	$ 2,000
Printing/Stationary	$ 5,000
Mileage	$ 2,000
Recruiting	$ 100
Rent/office	$ 4,000
Utilities	$ 1,500
Equipment Lease/Rent	$ 300
Maintenance/Repair/Security	$ 500
Consultants/Trainings	$ 2,000
Filing Fees/Fingerprints	$ 100
Health Screen/-Employees	$ 100
Youth Stipends	$ 5,000
3. Indirect	$ 16,304
TOTAL	$125,000

2. FY 2020 – 2021

   a. The total amount County shall be obligated to pay shall not exceed ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS ($125,000).

   b. Contractor shall be reimbursed the full cost of providing services described in Exhibit A.2.1, Paragraph D. Contractor shall bill the County on the tenth (10^{th}) business day of the month clearly itemizing expenditures and services delivered the previous month as per the following budget:

1. Personnel	
Staffing	$ 65,155
Benefits	$ 16,940
2. Operating	
Office Supplies	$ 2,000
NEW phones/computers	$ 2,000
Telephone/Internet	$ 2,000

Printing/Stationary	$ 5,000
Mileage	$ 2,000
Recruiting	$ 100
Rent/office	$ 4,000
Utilities	$ 1,500
Equipment Lease/Rent	$ 300
Maintenance/Repair/Security	$ 500
Consultants/Trainings	$ 2,000
Filing Fees/Fingerprints	$ 100
Health Screen/-Employees	$ 100
Youth Stipends	$ 5,000
3. Indirect	$ 16,304
TOTAL	$125,000

3. Contractor will invoice County monthly for actual costs incurred based on the attached budget. County shall pay Contractor upon receipt and approval of detailed invoices which includes costs incurred. Invoices must be accompanied by monthly reports as described in Exhibit A.2.1.D.

4. Contractor shall be paid upon receipt and approval of invoices and required reports within forty-five (45) business days. Invoices shall be sent electronically to Brad Johnson at brjohnson@smcgov.org.

5. Availability and Adjustment of Funds

   a. Services provided are subject to availability of County, Federal or State Funds and acceptable program performance. In the event that the County does not receive the adequate funding from the County, Federal or State, the contract may be re-negotiated and/or rescinded.

   b. County shall have the right to modify or add services and adjust costs listed in Exhibit B.2.1, accordingly as agreed upon by both parties as long as it does not exceed the maximum obligation of the Agreement.

   c. County shall have the option to adjust funds across line items as shown in Exhibit B.2.1 and across fiscal years to meet its project goals as agreed upon by both parties and as approved in writing by the County.

6. Performance and Payment

a. County may withhold all or part of Contractor's total payment if the Director of Behavioral Health and Recovery Services or designee reasonably determines that Contractor has not satisfactorily performed the services described in Exhibit A.2.1 and Section 3 of the Agreement. County will consider Contractor's performance as being satisfactory for the purposes of full payment if Contractor meets at least ninety percent (90%) of each of the targeted outcomes as outlined in section I.D.5 Program Monitoring and Outcomes. If Contractor does not meet at least ninety percent (90%) of each of the targeted outcomes as outlined in section I.D.5 Program Monitoring and outcomes, County may consider the work unsatisfactory and may withhold all or part of Contractor's total payment.

b. If County determines to withhold payment, County will give thirty (30) days' prior written notice to the Contractor of County's intent. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without the thirty (30) day waiting period, upon County's written notice with justification to Contractor.

c. If County withholds payment for unsatisfactory services, County will issue a corrective action plan outlining how to correct services. The Contractor shall respond to the plan within ten (10) business days.

F. Early Childhood Community Team

Contractor shall receive a maximum of FOUR HUNDRED TWENTY-FIVE THOUSAND FOUR HUNDRED FIFTY DOLLARS ($425,450) for the Early Childhood Community Team and the 4.33 FTE positions described in A.1.1, D, 3.

1. FY 2019 – 2020

The monthly rate of payment by the County to Contractor shall be one-twelfth (1/12) of the maximum amount per month, or THIRTY-FIVE THOUSAND FOUR HUNDRED FIFTY-FOUR DOLLARS ($35,454).

G. Early Childhood Community Team – Measure K

Contractor shall receive a maximum of SEVEN HUNDRED SIX THOUSAND NINE HUNDRED NINETY-TWO DOLLARS ($706,992) FTE positions described in A.1, E, 3b.

1. FY 2019 – 2020

The monthly rate of payment by the County to the Contractor shall be one-twelfth (1/12) of the maximum amount per month, or FIFTY-EIGHT THOUSAND NINE HUNDRED SIXTEEN DOLLARS ($58,916).

H. Co-Chair of the Diversity and Equity Council

Contractor shall be paid a maximum obligation of TWENTY THOUSAND TWO HUNDRED SIXTEEN DOLLARS ($21,216) for services described in Exhibit A.2.1 Section I. Paragraph E of the Agreement.

1. FY 2019 – 2020

County shall pay Contractor TEN THOUSAND FOUR HUNDRED DOLLARS ($10,400) for co-chair services. The monthly rate of payment by the County to Contractor shall be one twelfth (1/12th) of the maximum amount per month or EIGHT HUNDRED SIXTY-SIX DOLLARS ($866).

2. FY 2020 – 2021

County shall pay Contractor TEN THOUSAND EIGHT HUNDRED SIXTEEN DOLLARS ($10,816) for co-chair services. The monthly rate of payment by the County to Contractor shall be one twelfth (1/12th) of the maximum amount per month or NINE HUNDRED ONE DOLLARS ($901).

I. Early Childhood Mental Health Consultation (ECMHC)

In no event shall County pay or be obligated to pay Contractor more than the sum of ONE HUNDRED EIGHTY-SEVEN THOUSAND THREE HUNDRED THIRTY-NINE DOLLARS ($187,339) for these services.

1. FY 2019 – 2020

For the provision of Program services as described in Paragraph I.F of Exhibit A.2.1, County shall pay Contractor at a rate of ONE HUNDRED TWELVE DOLLARS AND FIFTY-FOUR CENTS ($112.54) per hour of service, not to exceed eight hundred sixteen (816) hours.

2. FY 2020 – 2021

For the provision of Program services as described in Paragraph I.F of Exhibit A.2.1, County shall pay Contractor at a rate of ONE HUNDRED SEVENTEEN DOLLARS AND FOUR CENTS ($117.04) per hour of service, not to exceed eight hundred sixteen (816) hours.

J. Health Ambassador Program-Youth (HAP-Y)

County shall pay Contractor up to a maximum of TWO HUNDRED ELEVEN THOUSAND SEVEN HUNDRED EIGHTY-TWO DOLLARS ($211,782) for the provision of services as described in Paragraph I.G of Exhibit A.2.1., for the term July 1, 2019 through June 30, 2020.

1. MHSA Innovation funding will end June 30, 2020. Contractor shall develop a sustainability plan as described in Paragraph I.G.7 of Exhibit A.2.1. to identify FY 2020-21 funding, for the term July 1, 2020 through June 30, 2021.

2. Contractor shall submit monthly invoices for reimbursement, which will include an itemized list of services, and are subject to approval by the BHRS Manager.

3. Payments shall be made for actual costs and shall be paid monthly following receipt of invoice by Contractor.

K. Trauma-informed Co-Occurring Prevention Interventions for Youth

Contractor shall be paid a total of ONE HUNDRED FIVE THOUSAND SIXTY DOLLARS ($105,060) for Trauma-informed Co-occurring Prevention Interventions for Youth as described in Paragraph C of Exhibit A.2.1, for the term July 1, 2019 through June 30, 2020.

1. FY 2019 – 2020

Contractor will be paid one-twelfth (1/12th) of the maximum amount per month or EIGHT THOUSAND SEVEN HUNDRED FIFTY-FIVE DOLLARS ($8,755).

L. Parent Project

Contractor shall be paid a total of ONE HUNDRED TWENTY THOUSAND DOLLARS ($120,000) to facilitate eight (8) Parent Project classes.

1. FY 2019 – 2020

Contractor shall be paid at a rate of TWELVE THOUSAND DOLLARS ($12,000) per class, not to exceed five (5) classes, for a total of SIXTY THOUSAND DOLLARS ($60,000).

2. FY 2020 – 2021

Contractor shall be paid at a rate of TWELVE THOUSAND DOLLARS ($12,000) per class, not to exceed five (5) classes, for a total of SIXTY THOUSAND DOLLARS ($60,000).

M. Youth Mental Health First Aide (January 1, 2020 – June 30, 2021)

Contractor shall be paid a total of FORTY-FOUR THOUSAND FOUR HUNDRED SEVENTY-FOUR DOLLARS ($44,474) for Youth Mental Health First Aide as described in Paragraph K of Exhibit A.2.1, as per the following budgets below.

1. Contractor shall be reimbursed the full cost of providing services described in Section I.K. of Exhibit A.2.1. Contractor shall provide a detailed invoice and supporting documentation to the County on the tenth (10^{th}) workday of the month clearly itemizing expenditures and services delivered the previous month.

2. For the term January 1, 2020 through June 30, 2020, Contractor shall be paid TWENTY-ONE THOUSAND FOUR HUNDRED NINETY-ONE DOLLARS AND TWENTY-FIVE CENTS ($21,491.25).

3. For the term July 1, 2020 through June 30, 2021, Contractor shall be paid TWENTY-TWO THOUSAND NINE HUNDRED EIGHTY-TWO DOLLARS AND FIFTY CENTS ($22,982.50).

N. Adult Mental Health First Aide (January 1, 2020 through June 30, 2021)

Contractor shall be paid a total of THIRTY-FOUR THOUSAND FOUR HUNDRED SEVENTY-FOUR DOLLARS ($34,474) for Adult Mental Health First Aide as described in Paragraph L. of Exhibit A.2.1, as per the following budgets below.

1. Contractor shall be reimbursed the full cost of providing services described in Section I.L. of Exhibit A.2.1. Contractor shall provide a detailed invoice and supporting documentation to the County on the tenth (10^{th}) workday of the month clearly itemizing expenditures and services delivered the previous month.

2. For the term January 1, 2020 through June 30, 2020, Contractor shall be paid ELEVEN THOUSAND FOUR HUNDRED NINETY-ONE DOLLARS AND TWENTY-FIVE CENTS ($11,491.25).

3. For the term July 1, 2020 through June 30, 2021, Contractor shall be paid TWENTY-TWO THOUSAND NINE HUNDRED EIGHTY-TWO DOLLARS AND FIFTY CENTS ($22,982.50).

O. In any event, the maximum amount County shall be obligated to pay for mental health services rendered under Exhibit A.2.1, of this Agreement shall not exceed THREE MILLION SEVEN HUNDRED FIFTY-THREE THOUSAND EIGHT HUNDRED EIGHTY-NINE DOLLARS ($3,753,889).

P. Contractor's annual FY 2019-21 budget is attached and incorporated into this Agreement as Exhibit C.

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

R. Modifications to the allocations in Paragraph A of this Exhibit B.2.1 may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in Paragraph 4 of this Agreement.

S. The Chief of San Mateo County Health 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.

T. 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.

U. In the event this Agreement is terminated prior to June 30, 2021, 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 San Mateo County Health or designee.

V. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.

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

X. Monthly Invoice and Payment

1. Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize direct and indirect services (if applicable) for which claim is made.

    a. Direct Services/Claims

        Completed Service Reporting Forms or an electronic services file will accompany the invoice and provide back-up detail for the invoiced services. The Service Reporting Forms will be provided by County, or be in a County approved format, and will be completed by Contractor according to the instructions accompanying the Service Reporting Forms. 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. The electronic services file shall be in the County approved Avatar record format.

    b. Indirect Services/Claims

        Indirect services (services that are not claimable on the Service Reporting Form or electronically) shall be claimed on the invoice and shall be billed according to the guidelines specified in the contract.

2. Payment by County to Contractor shall be monthly. Claims that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims that are received 180 days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Claims may be sent to:

    County of San Mateo
    Behavioral Health and Recovery Services
    2000 Alameda de las Pulgas, Suite 280
    San Mateo, CA 94403

Y. MHP Claims

1. Contractor shall obtain and complete Health Insurance Claim Form (HICF) 1500 claim form for outpatient services, or Uniform Billing (UB) 04 claim form for inpatient services rendered to beneficiaries and authorized by the MHP.

2. Contractor shall obtain a signed Assignment of Benefits (AOB) form from any dually (insurance and Medi-Cal) insured client; claims shall not be processed without an attached AOB. County reserves the right to withhold payment until a completed AOB is submitted.

3. Contractor shall send all claims, along with evidence of authorization, to the MHP within one hundred eighty (180) days from service date. Payment by County to Contractor shall be monthly. Claims that are received one hundred eighty (180) days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Send all claims to:

   County of San Mateo
   Behavioral Health and Recovery Services
   Attn: Provider Billing
   2000 Alameda de las Pulgas, Suite 280
   San Mateo, CA 94403

Z. MHP Member Liability

Unless beneficiary has other health insurance coverage under Medicare, Kaiser, Blue Cross/Blue Shield, or a known insurance carrier or health plan, Contractor shall look only to the County for compensation for services provided through this agreement and, with the exception of applicable co-payments levied from a third-party insurer, shall at no time seek compensation from beneficiary. County is not responsible for co-payments levied by third party insurers and shall not accept submission of claims for co-payments.

AA. 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 San Mateo County Health or designee.

BB. 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.

CC. Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to

reimbursement including assessment and service plans, and progress notes. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of San Mateo County BHRS.

DD. Inadequate Performance

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

EE. 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 BB of this Exhibit B.2.1. 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 BB of this Exhibit B.2.1. 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.

FF. 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.

GG. Cost Report/Unspent Funds

1. Contractor shall submit to County a year-end cost report no later than August 15th after the end of the fiscal year. Contractor shall submit to County a year-end single audit report no later than November 15th after the end of the fiscal year. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.

2. If the annual Cost Report provided to County shows that total payment to Contractor exceeds the total actual costs for all of the services rendered by Contractor to eligible patients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the BHRS Director or designee. By mutual agreement of County and Contractor, contract savings or “unspent funds” may be retained by Contractor and expended the following year, provided that these funds are expended for SUD services approved by County and are retained in accordance with the following procedures.

    a. Contractor shall submit a summary calculation of any savings ninety (90) days after end of the fiscal year. The summary calculation will be a separate report from the year-end cost report. With the summary calculation Contractor shall return the amount of the savings.

    b. At the time of the submission of the summary calculation Contractor may request to rollover some or all of any savings. The request must be made in writing to the BHRS Director or designee. The request shall identify specifically how the rollover funds will be spent, including a detailed budget. Savings shall not be spent until Contractor receives a written approval of the request. Approved rollover funds shall be spent only for the succeeding fiscal year and only for the specific purpose(s) requested and approved.

c. If the specific purpose is not yet complete as of the end of the succeeding fiscal year, contractor may request to rollover the unspent funds to the succeeding second fiscal year by submitting a written request with the accounting report. The unspent rollover funds shall not be spent until the request is approved by the BHRS Director or designee.

d. A final accounting of the rollover funds shall be submitted ninety (90) days after the specific purpose has been completed, or ninety (90) days after the end of the second fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.

HH. 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.2.1 of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

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

   Executed at _____ California, on _____20___

   Signed _____ Title _____

   Agency _____ "

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

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

b. The beneficiary was eligible to receive services described in Exhibit A.2.1 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 II.A.4. of Exhibit A.2.1 relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

*** END OF EXHIBIT B.2.1 ***

EXHIBIT A.3.1 – SERVICES
STARVISTA
LESBIAN, GAY, BISEXUAL, TRANSGENDER AND QUESTIONING BEHAVIORAL HEALTH COORDINATED SERVICES CENTER
FY 2019 – 2021

In consideration of the payments set forth in Exhibit B.3.1, Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Lesbian, gay, bisexual, transgender and questioning (LGBTQ) individuals and families are considered one of the most vulnerable and marginalized communities in the United States. Many experience multiple levels of stress due to constant subtle or covert acts of homophobia, biphobia and transphobia against them, putting them at high risk for Serious Mental Illness (SMI) or Serious Emotional Disturbance (SED). In particular, LGBTQ youth are especially vulnerable with higher rates of victimization, of having a mental health disorder, higher rates of homelessness and suicide. LGBTQ adults are also at higher risk of depression and isolation from family and other social supports. Transgender persons remain the most vulnerable, experiencing the highest rates of assaults, violence and discrimination compared to lesbians and gays. Intersectional identities and barriers along with stigma impact access to mainstream services for this population. While there are LGBTQ specific services located in the San Francisco-Bay Area, there are few in San Mateo County.

A. Contractor will operate LGBTQ Behavioral Health Coordinated Services (Pride Center) to include the following requirements:

1. Primary purpose: Promote Interagency, Community Collaboration, and Increase Access to Services for underserved communities.

2. Accomplish the primary purpose by: introducing a new mental health practice or approach, including, but not limited to, prevention and early intervention.

3. Address priority issues or persistent mental health challenges, identified with meaningful stakeholder involvement: decrease stigma and builds capacity of communities to engage in improving mental health services.

B. Services

1. Services shall be provided by the Pride Center and will operate through a collaboration of agencies that include the: Daly City Partnership, Outlet, Peninsula Family Service, and StarVista. StarVista will assume financial responsibility for the Pride Center.

Together, each agency will assume responsibility for unique programmatic functions and coordinate closely with one another as one entity to ensure a spectrum of needs are attended to on day one of operations of the Pride Center. Pride Center staff will meet weekly to discuss programmatic and administrative issues related to the functioning of the Pride Center and its referral partners. The Pride Center will recruit agencies on an on-going basis to meet the evolving needs to the LGBTQ community, based on input received from clients, volunteers, staff, and established community groups.

2. A diverse Community Advisory Group will be created and maintained to provide feedback and recommendations to the center's programming. The advisory group will also review evaluations of activities and make suggestions for program improvement and sustainability. Regular and consistent community involvement and engagement will be a necessary component to the center's operation.

3. Services will address the complex and varied needs of LGBTQ persons at high risk for serious mental illness (SMI) and/or serious emotional disability (SED). The Pride Center will provide increased access to behavioral health services, increased quality of such services, and increased interagency and community collaboration. The Pride Center will focus on SMI/SED treatment, counseling and crisis intervention, case management, peer support services and substance abuse services, which will be delivered within the context of social, community, clinical and resource components.

4. The Pride Center will offer culturally specific services and supports provided at times/days (including weekends) that would best meet the needs of the community including offering services to other parts of the County as needed. Services will be provided through the coordination of three main components: (a) social and community, (b) clinical and (c) resource center including a social media and online presence. The services will address the challenges presented by the high risk mental health disorders among LGBTQ youth, older adults, transgender and gender non-conforming.

    a. Social and Community component aims to engage, educate and provide support to LGBTQ individuals through peer-based models of wellness and recovery.
        i. Outreach and coordination of services for the LGBTQ community. Particular attention and efforts will be given to racial/ethnic/linguistic as well as geographically isolated communities in San Mateo County.
        ii. Work collaboratively and closely with other service providers both within and outside San Mateo County,

to ensure that appropriate services are available to LGBTQ individuals connected to the Pride Center.

iii. Regular drop-in hours will be established at the Pride Center.

iv. Peer mentors will be available during drop-in hours.

v. Meeting space will also be available for groups, such as NA/AA, WRAP, PFLAG, Pride Initiative meetings, and for community groups from the LGBTQ community. This room can also be used for trainings made available to community traditional and non-traditional organizations.

b. Clinical component is comprised of both behavioral health services focusing on the underserved communities and a resource and training ground for healthcare providers to build competency working with the LGBTQ population especially with the transgender and gender non-conforming/variant community.

Behavioral health services:

i. Mental health and substance use services will be provided by bilingual/bicultural licensed providers, including case management, counseling, medication assistance and support, including for clients who qualify for Medi-Cal.

ii. Services will include resources outside the Pride Center and at core agency sites throughout the County.

iii. All interns, trainees and licensed clinicians will demonstrate training and experience working with and serving the LGBTQ community.

iv. Contractor will make every attempt to recruit clinicians who represent and have experience working with various racial and ethnic communities. Clinical staff will include members who speak Spanish, Chinese, and Tongan.

v. Staff will have access to ongoing trainings provided at the Pride Center and continue to evolve in their LGBTQ competency.

vi. All clinical services provided to the Pride Center's clients will be overseen by a licensed mental health professional.

vii. All trainees and unlicensed interns providing services to LGBTQ individuals at the Pride Center will receive supervision from licensed supervisors with LGBTQ expertise.

viii. All clinical staff will actively work to assist clients, their families and their communities to reduce stigma and support the creation of safe, affirming environments for LGBTQ clients.

ix. Clinical staff will meet at least twice each month to provide peer consultation to maximize the effectiveness of services.

x. Contractor staff will develop both peer-run and therapy groups for at-risk individuals. Groups will be designed to reduce high-risk symptoms such as self-harming behaviors, trauma symptoms, and to provide family support and education to non-affirming family members.

Clinical training and resource services:

i. The clinical staff will be available to consult with mental health professionals throughout the County, seeking support in working with an LGBTQ client.

ii. The meeting room at the Center will be made available to consult with a group of community mental health providers seeking support in working with LGBTQ clients.

iii. A training program, rooted in evidenced-based and community-defined practices, to train health and human services interns and trainees on LGBTQ affirmative practices will be included. Trainings will be provided at the Center for community mental health professionals working with LGBTQ clients of all ages.

iv. The clinical staff will be available for crisis support in the schools should an incident of bullying or other hate-crime require active facilitation by a professional.

v. Contractor staff will be available when consulting within a given school on how to evolve the school's programs and policies to create an LGBTQ safe school.

c. Resource and Social Media component will provide a hub for local, County and national LGBTQ resources and the creation of an online and social media presence.

i. Provide trainings to the community at-large at the Pride Center and in the community as available. Trainings will focus on most frequently requested topics as well as emerging issues, including: how to work with transgender persons; substance abuse issues; best practices in working with LGBTQ youth, adults, and seniors.

ii. Thirty (30) educational trainings and presentations will be provided to area schools, community mental health

agencies and any community members interested in reducing stigma within their organizations.

iii. Organizations from outside of San Mateo County will be solicited to provide trainings with San Mateo County. Examples may include but not limited to, Gender Spectrum (e.g., gender non-conforming clients to area clinicians), National Center for Lesbian Rights (e.g., legal issues impacting LGBTQ Immigrants), and the UCSF Gender Clinic (e.g., medical issues relevant to transgender individuals).

iv. Maintain a Pride Center webpage, Facebook, Twitter, Instagramand access to support and services through various types of media. Information and referral will be accessible electronically.

v. In collaboration with the LGBTQ Commission, maintain a referral database of LGBTQ safe services within the Bay Area, housed at the Pride Center and accessible to drop-in individuals. This database will be created in collaboration with the LGBTQ Commission's current activities aimed at developing referral sources.

vi. The resource database will include access to crisis services, mental health referrals, vocational services, safe emergency housing support, referrals to legal services, referral to psychiatric services, referrals to out-of-county and Bay Area resources, County religious communities and other non-traditional organizations that are LGBTQ safe and affirming, listings of social activities and LGBTQ-friendly services.

vii. To the extent possible and practical, the Pride Center's resource efforts will tap into existing resource services such as Pink Spots and Betty's List. This resource database will also include any community resources that have already been gathered by the LGBTQ Commission and the Pride Initiative as well as data available through existing mental health programs such as the Crisis Center at StarVista.

viii. A procedure will be maintained to choose referral partners and to provide trainings to staff as needed.

ix. The online resources will be integrated into existing County web-based sites such as the Pride Initiative. The types of services provided online will be tailored to reach County LGBTQ individuals and families.

x. On-line services (i.e. Chatroom) will be staffed by peer mentors and StarVista Crisis Hotline staff.

xi. Establish relationships with the new transgender clinic at the San Mateo hospital to ensure warm referrals for clients.

5. Reporting, Evaluation and Sustainability

An independent evaluator will be contracted by the County to support evaluation activities. Contractor will participate in evaluation, data collection and reporting activities as requested and required by the Mental Health Services Act (MHSA) Innovation regulations. This may include conducting data collection, data entry and supporting other evaluation and sustainability activities (focus groups, surveys, etc.). Contractor will also explore additional financial sources to supplement and sustain the services post MHSA Innovation funding.

Additional reporting activities include:

a. Quarterly reports submitted to the BHRS program manager that include progress-to-date, achievements and challenges and narrative specifically addressing any relevant impact the Pride Center has on the following MHSA indicators:
   i. Improves timely access & linkage to treatment for underserved populations
   ii. Reduces stigma and discrimination
   iii. Increases number of individuals receiving public health services
   iv. Reduces disparities in access to care
   v. Implements recovery principles

b. Contractor shall complete and submit the year-end Attachment M – MHSA Annual Report Template, due by the fifteenth (15th) of August each fiscal year to the MHSA Manager at mhsa@smcgov.org.

II. ADMINISTRATIVE REQUIREMENTS

A. Quality Management and Compliance

1. Quality Management Program and Quality Improvement Plan

Contractor must have a Quality Management Program and submit a Quality Improvement Plan to Behavioral Health and Recovery Services (BHRS) Quality Management (QM) annually by June 30. The Quality Improvement Plan should address 1) how the Contractor will comply with all elements of this Agreement, 2) the Contractor will maintain an audit disallowance rate of less than five percent (5%), and 3) first appointment will be within fourteen (14) days of referral

or request of service. BHRS QM will provide feedback if the submitted plan is missing critical components related to San Mateo County requirements. Additional feedback may be available if requested prior to the submission date.

2. Referring Individuals to Psychiatrist

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

3. Medication Support Services

For Contractors that provide or store medications: Contractor will store and dispense medications in compliance with all pertinent state and federal standards. Policies and procedures must be in place for dispensing, administering and storing medications consistent with BHRS Policy 99-03, Medication Room Management and BHRS Policy 04-08 Medication Monitoring located at www.smchealth.org/bhrs-documents. In particular:

a. Medications are logged in, verified, counted and added to inventory sheets.

b. All medications obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.

c. Medications intended for external use only are stored separately from medications intended for internal use; food and blood samples are stored in separate refrigerators.

d. All medications are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.

e. Medications are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.

f. Medications are disposed of after the expiration date and recorded.

g. Injectable multi-dose vials are dated and initialed when opened.

h. A medications log is maintained to ensure that expired, contaminated, deteriorated and abandoned medications are disposed in a manner consistent with state and federal laws.

i. "Stock" medications that are not prescribed by the client's physician may not be used (for example, Tylenol).

4. Record Retention

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

5. Documentation of Services

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

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

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

6. Audits

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

7. Client Rights and Satisfaction Surveys

   a. Administering Satisfaction Surveys

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

   b. Beneficiary/Patient's Rights

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

   c. Advance Directives

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

8. Beneficiary Brochure and Provider Lists

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

9. Licensing Reports

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

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

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

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

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

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

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

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

d. Confidentiality Training

Contractor is required to conduct, complete and maintain record of annual confidentiality training by all staff serving or accessing PHI of BHRS clients. Contractor may utilize BHRS

Confidentiality trainings located at http://smchealth.org/bhrs/providers/ontrain.

11. Critical Incident Reporting

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

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

12. Ineligible Employees

Behavioral Health and Recovery Services (BHRS) requires that contractors comply with Federal requirements as outlined in 42 CFR (438.608) Managed Care Regulations. Contractors must identify the eligibility of employees, interns, or volunteers prior to hiring and on a monthly basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting Form, Policy#93-11) should a current employee, intern, or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns, and volunteers by following procedures included in BHRS Policy # 04-01, which can be found online at: http://www.smchealth.org/bhrs-policies/compliance-policy-funded-services-provided-contracted-organizational-providers-04-01. BHRS Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRS Quality Management if an employee's license is not current or is not in good standing and must submit a plan to correct to address the matter.

a. Credentialing Check – Initial
During the initial contract process, BHRS will send a packet of contract documents that are to be completed by the Contractor and returned to BHRS. Attachment F – Agency/Group Credentialing Information will be included in

the contract packet. Contractor must complete Attachment F and return it along with all other contract forms.

b. Credentialing Check – Monthly
Contractor will complete Attachment F – Agency/Group Credentialing Information each month and submit the completed form to BHRS Quality Management via email at: HS_BHRS_QM@smcgov.org or via a secure electronic format.

13. Compliance Plan and Code of Conduct

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

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

14. Fingerprint Compliance

Contractor certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom Contractor's employees, trainees, and/or its subcontractors, assignees, or volunteers have contact. Contractor shall have a screening process in place to ensure that employees who have positive fingerprints shall:

a. Adhere to CFR Title 9 Section 13060 (Code of Conduct) when providing services to individuals with whom they have contact as a part of their employment with the Contractor; or

b. Obtain a waiver from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as part of their employment with the Contractor.

15. Staff Termination

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

16. Minimum Staffing Requirements

Contractor shall have on file job descriptions (including minimum qualifications for employment and duties performed) for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this Agreement. Contractor agrees to submit any material changes in such duties or minimum qualifications to County prior to implementing such changes or employing persons who do not meet the minimum qualifications currently on file. Contractor service personnel shall be direct employees, contractors, volunteers, or training status persons.

B. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at ode@smcgov.org.

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Analyst/Program Manager and the Health Equity Initiatives Manager (HEIM) by September 30th of the fiscal year.

The annual cultural competence plan will include, but is not limited to the following:

a. Implementation of policies and practices that are related to promoting diversity and cultural competence, such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance.

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

c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual

orientation in health records to improve service provision and help in planning and implementing CLAS standards.

d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner.)

e. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.

2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council (CCC) for the term of the Agreement. Participation in the CCC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more information about the CCC, and other cultural competence efforts within BHRS, contact HEIM.

3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If Contractor is unable to provide services in those languages, Contractor is expected to contact Access Call Center or their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact HEIM.

4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.

5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager and HEIM at ode@smcgov.org to plan for appropriate technical assistance.

C. 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.

III. GOALS AND OBJECTIVES

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

Goal: Contractor will offer a variety of supports and services targeting the LGBTQ+ community through the coordination of three (3) main components: (a) social and community; (b) clinical; and (c) resource center that includes a social media and online presence.

Objective 1: Social and Community component - Contractor shall outreach to at least ten (10) new agencies and/or community groups annually.

Objective 2: Clinical component - Contractor shall increase client attendance to peer support and therapy groups by ten percent (10%) from the prior year.

Objective 3: Resource, Social Media component – Contractor shall provide at least ten (10) trainings annually to the community at-large on emerging LGBTQ issues, 101 and stigma reduction (not including SOGI documentation trainings provided for BHRS).

*** END OF EXHIBIT A.3.1 ***

EXHIBIT B.3.1 – PAYMENTS AND RATES
STARVISTA
LESBIAN, GAY, BISEXUAL, TRANSGENDER AND QUESTIONING BEHAVIORAL HEALTH COORDINATED SERVICES CENTER
FY 2019 – 2021

In consideration of the services provided by Contractor in Exhibit A.3.1, County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

In full consideration of the services provided by Contractor under this Agreement and subject to the provisions of Paragraph 4 of this Agreement, County shall pay Contractor in the manner described below:

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 4 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount County shall be obligated to pay for all services rendered under this Agreement shall not exceed EIGHT MILLION NINE HUNDRED THOUSAND SEVEN HUNDRED FORTY-ONE DOLLARS ($8,900,741).

B. Lesbian, Gay, Bisexual, Transgender and Questioning Behavioral Health Coordinated Services (Pride Center)

Contractor shall be paid a total of ONE MILLION SIX HUNDRED FORTY-TWO THOUSAND EIGHT DOLLARS ($1,642,800) for Lesbian, Gay, Bisexual, Transgender and Questioning Behavioral Health Coordinated services as described in Exhibit A, for the term of the agreement.

1. FY 2019 – 2020

a. Pride Center

County shall pay Contractor up to a maximum of SEVEN HUNDRED THOUSAND DOLLARS ($700,000) for the Pride Center services.

i. Contractor shall submit monthly invoices for reimbursement, which will include an itemized list of services as described in the attached Exhibit C. Contractor shall submit the FY 2019-20 budget to Brad

Johnson at brjohnson@smcgov.org, and is subject to approval by the BHRS Manager.

ii. Payments shall be made for actual costs and shall be paid monthly following receipt of invoice by Contractor.

b. Unspent Pride Center Funds

County shall pay Contractor one time only unspent MHSA Innovation funds in the amount of ONE HUNDRED TEN THOUSAND DOLLARS ($110,000), as described in Contractor's FY 2019-20 budget attached.

c. PRIDE Initiative Fiscal Sponsor

County shall pay Contractor up to FIVE THOUSAND DOLLARS ($5,000) as the PRIDE Initiative's fiscal sponsor.

d. Training and Consultation

County shall pay Contractor up to SIX THOUSAND FOUR HUNDRED DOLLARS ($6,400) for training and consultation.

i. Contractor shall provide four (4) County-wide trainings on sexual orientation and gender identity (SOGI) issues, at a rate of SEVEN HUNDRED DOLLARS ($700) per training.

ii. Contractor shall provide up to twenty-four (24) hours of consultation for specific SOGI and LGBTQ related trainings for internal BHRS teams requesting more tailored support, at a rate of ONE HUNDRED FIFTY DOLLARS ($150) per hour.

2. FY 2020 – 2021

a. Pride Center

County shall pay Contractor up to a maximum of SEVEN HUNDRED THOUSAND DOLLARS ($700,000).

i. Contractor shall submit monthly invoices for reimbursement, which will include an itemized list of services as described in the attached Exhibit C. Contractor shall submit the FY 2020-21 budget to Brad Johnson at brjohnson@smcgov.org, and is subject to approval by the BHRS Manager.

ii. Payments shall be made for actual costs and shall be paid monthly following receipt of invoice by Contractor.

b. Unspent Pride Center Funds

County shall pay Contractor one time only unspent MHSA Innovation funds in the amount of ONE HUNDRED TEN THOUSAND DOLLARS ($110,000), as described in Contractor's FY 2020-21 budget attached.

c. PRIDE Initiative Fiscal Sponsor

County shall pay Contractor up to FIVE THOUSAND DOLLARS ($5,000) as the PRIDE Initiative's fiscal sponsor.

d. Training and Consultation

County shall pay Contractor up to SIX THOUSAND FOUR HUNDRED DOLLARS ($6,400) for training and consultation.

i. Contractor shall provide four (4) County-wide trainings on sexual orientation and gender identity (SOGI) issues, at a rate of SEVEN HUNDRED DOLLARS ($700) per training.

ii. Contractor shall provide up to twenty-four (24) hours of consultation for specific SOGI and LGBTQ related trainings for internal BHRS teams requesting more tailored support, at a rate of ONE HUNDRED FIFTY DOLLARS ($150) per hour.

C. In any event, the maximum amount County shall be obligated to pay for LGBTQ services rendered under Exhibit A.3.1, of this Agreement shall not exceed ONE MILLION SIX HUNDRED FORTY-TWO THOUSAND EIGHT HUNDRED DOLLARS ($1,642,800).

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

E. Modifications to the allocations in Paragraph A of this Exhibit B.3.1 may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in Paragraph 4 of this Agreement.

F. The Chief of San Mateo County Health 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. 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.

H. In the event this Agreement is terminated prior to June 30, 2021, 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 San Mateo County Health or designee.

I. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.

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

K. Monthly Invoice and Payment

1. Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize direct and indirect services (if applicable) for which claim is made.

    a. Direct Services/Claims

        Completed Service Reporting Forms or an electronic services file will accompany the invoice and provide back-up detail for the invoiced services. The Service Reporting Forms will be provided by County, or be in a County approved format, and will be completed by Contractor according to the instructions accompanying the Service Reporting Forms. 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. The electronic services file shall be in the County approved Avatar record format.

    b. Indirect Services/Claims

        Indirect services (services that are not claimable on the Service Reporting Form or electronically) shall be claimed on the invoice and shall be billed according to the guidelines specified in the contract.

2. Payment by County to Contractor shall be monthly. Claims that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in

payment. Claims that are received 180 days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Claims may be sent to:

County of San Mateo
Behavioral Health and Recovery Services
2000 Alameda de las Pulgas, Suite 280
San Mateo, CA 94403

L. 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 San Mateo County Health or designee.

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. Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including assessment and service plans, and progress notes. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of San Mateo County BHRS.

O. Inadequate Performance

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

P. Election of Third Party Billing Process

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

1. Option One

    a. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through this Agreement. Within ten (10) days of the end of each month, Contractor shall provide to County copies of the Explanation of Benefits or other remittance advice for every third-party payment and/or denial of such third-party payments for services provided by Contractor during such month. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph R of this Exhibit B.3.1. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement, through the Cost Report reconciliation.

    b. Contractor shall provide a copy of each completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this Agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due within ten (10) days of the end of the first month of the Agreement.

2. Option Two

    a. Contractor shall provide information to County so that County may bill applicable other third-parties before billing Medi-Cal for services provided by Contractor through this Agreement. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in

Paragraph R of this Exhibit B.3.1. 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.

Q. 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.

R. Cost Report/Unspent Funds

1. Contractor shall submit to County a year-end cost report no later than August 15th after the end of the fiscal year. Contractor shall submit to County a year-end single audit report no later than November 15th after the end of the fiscal year. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.

2. If the annual Cost Report provided to County shows that total payment to Contractor exceeds the total actual costs for all of the

services rendered by Contractor to eligible patients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the BHRS Director or designee. By mutual agreement of County and Contractor, contract savings or "unspent funds" may be retained by Contractor and expended the following year, provided that these funds are expended for SUD services approved by County and are retained in accordance with the following procedures.

a. Contractor shall submit a summary calculation of any savings ninety (90) days after end of the fiscal year. The summary calculation will be a separate report from the year-end cost report. With the summary calculation Contractor shall return the amount of the savings.

b. At the time of the submission of the summary calculation Contractor may request to rollover some or all of any savings. The request must be made in writing to the BHRS Director or designee. The request shall identify specifically how the rollover funds will be spent, including a detailed budget. Savings shall not be spent until Contractor receives a written approval of the request. Approved rollover funds shall be spent only for the succeeding fiscal year and only for the specific purpose(s) requested and approved.

c. If the specific purpose is not yet complete as of the end of the succeeding fiscal year, contractor may request to rollover the unspent funds to the succeeding second fiscal year by submitting a written request with the accounting report. The unspent rollover funds shall not be spent until the request is approved by the BHRS Director or designee.

d. A final accounting of the rollover funds shall be submitted ninety (90) days after the specific purpose has been completed, or ninety (90) days after the end of the second fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.

S. 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.3.1 of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

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

   Executed at _____ California, on _____20___

   Signed _____ Title _____

   Agency _____ "

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

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

   b. The beneficiary was eligible to receive services described in Exhibit A.3.1 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 II.A.4. of Exhibit A.3.1 relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

*** END OF EXHIBIT B.3.1 ***

CONTRACTOR CONTACT INFORMATION SHEET
San Mateo County Behavioral Health and Recovery Services

Contractor Name: StarVista

Contact Name: Sara Mitchell Email: smitchell@star-vista.org

Address: 610 Elm Street, San Carlos, CA 94070

Phone: (650) 591-9623 Fax: (650) 591-3768

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): _____

Please fax to (650) 573-2841

Form **W-9**
(Rev. December 2014)
Department of the Treasury
Internal Revenue Service

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.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
StarVista

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification; check only **one** of the following seven boxes:
☐ Individual/Sole proprietor or Single member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate
☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶
Note: For a single-member LLC that is disregarded, do not check LLC; check the appropriate box in the line above for the tax classification of the single-member owner.
☒ Other (see instructions) ▶ Non-Profit 501(c)(3)

4 Exceptions (codes apple only to certain entities, not individuals; see Instructions on page 3)
Exempt payee code (if any)
Exemption from FATCA reporting Code (if any)
(Applies to accounts maintained outside the US)

5 Address (number, street, and apt. or suite no.)
610 Elm Street, Suite 212

Requester's name and address (optional)

6 City, state, and ZIP code
San Carlos, CA 94070

7 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 generally 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 instructions for line 1 and the chart on page 4 for guidelines on whose number to enter.
number to enter.

Social security number

			-			-				

or

Employer identification number

		-							
9	4		3	0	9	4	9	6	6

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); and
4. The FATCA codes(s) entered on the form (if any) indicating that I am exempt form FATCA reporting is correct.

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 3.

Sign Here | **Signature of U.S. person** ➢ Sara Larios Mitchell
Digitally signed by Sara Larios Mitchell
Date: 2020.04.13 12:02:55 -07'00'
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: _____

General Instructions (continuation of page one)

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. Information about developments affecting Form W-9 (such as legislation enacted after we release it) is at *www.irs.gov/fw9*.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following:

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding?* on page 2.

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),

2. Certify that you are not subject to backup withholding, or

3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting?* on page 2 for further information

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States:

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

Backup Withholding

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS 28% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code* on page 3 and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships* above.

What is FATCA reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code* on page 3 and the Instructions for the Requester of Form W-9 for more information.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of $50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a $500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account, list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

Note. ITIN applicant: Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C Corporation, or S Corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

Line 3

Check the appropriate box in line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box in line 3.

Limited Liability Company (LLC). If the name on line 1 is an LLC treated as a partnership for U.S. federal tax purposes, check the "Limited Liability Company" box and enter "P" in the space provided. If the LLC has filed Form 8832 or 2553 to be taxed as a corporation, check the "Limited Liability Company" box and in the space provided enter "C" for C corporation or "S" for S corporation. If it is a single-member LLC that is a disregarded entity, do not check the "Limited Liability Company" box; instead check the first box in line 3 "Individual/sole proprietor or single-member LLC."

Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space in line 4 any code(s) that may apply to you.

Exempt payee code.

• Generally, individuals (including sole proprietors) are not exempt from backup withholding.

• Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.

• Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.

• Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over $600 required to be reported and direct sales over $5,000[1]	Generally, exempt payees 1 through 5[2]
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

[1] See Form 1099-MISC, Miscellaneous Income, and its instructions.

[2] However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

Exemption from FATCA reporting code. The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

Note. You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns.

Line 6

Enter your city, state, and ZIP code.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on this page), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at *www.ssa.gov*. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at *www.irs.gov/businesses* and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: *A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8*

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 4, or 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code* earlier.

Signature requirements. Complete the certification as indicated in items 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account[1]
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor[2]
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee[1]
b. So-called trust account that is not a legal or valid trust under state law	The actual owner[1]
5. Sole proprietorship or disregarded entity owned by an individual	The owner[3]
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	**Give name and EIN of:**
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity[4]
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

[1] List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

[2] Circle the minor's name and furnish the minor's SSN.

[3] You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

[4] List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 2.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes. Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to *phishing@irs.gov.* You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: *spam@uce.gov* or contact them at *www.ftc.gov/idtheft* or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information