FIRST AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND STARVISTA

	THIS FIRST AMEND	MENT TO THE	AGREEMENT, 6	entered into this	
day of	, 2	.0, by and	between the CC	OUNTY OF SAN	MATEO
herein	after called "County,"	and STARVIST	A, hereinafter ca	lled "Contractor	1.

WITNESSETH:

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

WHEREAS, the parties entered into an Agreement on December 13, 2016 for professional services; and

WHEREAS, the parties wish to amend the Agreement to add Measure A funding for Early Childhood Community Team Services, increasing the maximum obligation by \$660,000 to a new maximum of 2,876,832, with no change to the term of the agreement.

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

- 1. Section 3. 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," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed TWO MILLION EIGHT HUNDRED SEVENTY-SIX THOUSAND EIGHT HUNDRED THIRTY-TWO DOLLARS (\$2,876,832).
- 2. Exhibit A is hereby deleted and replaced with Exhibit A.1.1 attached hereto.
- 3. Exhibit B is hereby deleted and replaced with Exhibit B.1.1 attached hereto.
- 4. All other terms and conditions of the agreement dated December 13, 2016, between the County and Contractor shall remain in full force and effect.

Signature page follows

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

	COUNTY OF SAN MATEO
	By: President, Board of Supervisors San Mateo County
	Date:
ATTEST:	
By: Clerk of Said Board	
STARVISTA	
Go Ariphen	
Contractor's Signature	
Date:3/4/1}	

EXHIBIT A.1.1 – SERVICES STARVISTA MENTAL HEALTH SERVICES FY 2016 – 2017

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 full consideration of the payments herein described in Exhibit B.1.1, 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 (MHP)

Contractor shall provide services for clients under the MHP. These services shall be provided to Medi-Cal eligible beneficiaries, clients who are covered by the Healthy Families Program, and clients known to be indigent, for whom the MHP has assumed responsibility.

- 1. All clients shall be authorized for service by the Behavioral Health and Recovery Services ("BHRS") Division's ACCESS Team. Separate authorizations shall be required for assessment and ongoing treatment services.
- After a clinical assessment is completed, Contractor shall notify the ACCESS Team within five (5) working days of completion of assessment with result of the assessment. If the results include a recommendation that Contractor provide further treatment, additional authorization must be obtained.
- 3. Treatment programs include the following:
 - a. Family Treatment
 - b. Attention Deficit Hyperactivity Disorder (ADHD)
 - c. Anger Management
 - d. Co-Occurring Condition MH/Substance Abuse through a) First Chance Outpatient program for adults; b) Insights

program services for adolescents; and c) Women's Enrichment Center (WEC).

- 4. Services shall include the following:
 - Assessment Services
 - b. Treatment Services:
 - i. Brief individual, family, and group therapy
 - ii. Collateral services, including contact with family and other service providers
 - iii. Psychological Screening/Testing Services
- 5. Contractor shall involve parents or other caregivers in the development of the treatment plans for all children, to the extent possible and as clinically appropriate.

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:
 - 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.
- 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.1.1), 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:
 - 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:
 - 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:
- 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 Hotline and Clinical Support Services

- Contractor shall make every effort to provide a 1.0 FTE Spanishspeaking licensed clinician to staff Contractor's existing crisis hotline dedicated to adolescent callers. This clinician shall provide clinical services during peak hours of hotline usage.
- Clinicians shall 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.
- Contractor shall make referrals to the mental health system through the ACCESS Team.
- 4. Contractor shall participate on the BHRS Community Response Team, and shall attend related meetings and trainings, and shall be available to respond to community crises.
- Contractor shall submit monthly reports regarding the services provided to BHRS Deputy Director of Youth Services and Assistant Director of BHRS. These reports shall be in a format acceptable to County.
- D. Early Childhood Community Team

 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.

Service Model

a. Staffing

This contract 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

Additional Staffing for Measure A Funds

Daly City/South San Francisco

- 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:

- 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.
- I. The program will operate under policies and procedures that ensure:
 - 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:
 - 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).

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.

Measure A - Outcome Objectives

Starvista will 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. 350 children aged 0-5 whose caregivers receive early childhood mental health consultation will receive improved community-based childcare, promoting enhanced well-being and functioning.
- b. 90% of the 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. 80% of the 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. 80% of the 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 85% of the children at risk for expulsion form their childcare sites will be retained.
- f. 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. 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. 90% of 50 families attending groups will report increased understanding of child development issues, and how to seek support when needed.
- E. 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.

- F. Early Childhood Mental Health Consultation
 - 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.

G. Health Ambassador Program - Youth

Health Ambassador Program-Youth (HAP-Y) is an innovative and community-developed 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. Expand the current Health Ambassador Program by adapting the program for youth and young adults. 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.
- Contractor will develop training curriculum for Ambassadors of the program. Contractor will train and graduate twenty (20) Ambassadors in the first year. To become a certified HAP-Y Ambassador, the following trainings must be completed:
 - Mental Health First Aid (Youth);
 - b. Applied Suicide Intervention Skills Training (ASIST);
 - c. NAMI Family-to-Family Education Program;
 - d. NAMI Basics;
 - e. Stigma Free San Mateo and/or Wellness Recovery Action Plan (WRAP).

Participants also learn about how to decrease stigma and demystify behavioral health issues through Digital Storytelling and Photovoice.

After the completion of the above mentioned five (5) specified classes, HAP-Y graduates shall be presented a "Health Ambassador Certificate" and became part of the BHRS Ambassador pool.

- 3. Contractor shall provide three (3) cycles of trainings each year. Each cycle will occur over a three (3) month period and include approximately seventy (70) hours of training in the five (5) curriculum, and participate in Photovoice and Digital Storytelling.
 - a. Contractor will provide trainings in North County, South County, Central County and Coastside. The trainings will be held regionally to engage youth throughout the County, with an emphasis on Coastside.
 - b. The trainings will be offered in English, Mandarin, and Spanish, and other identified languages as needed through interpreters. Bi-lingual youth will be a particular target of recruitment, enabling them to perform outreach in cultural communities by sharing information and decreasing stigma.
 - c. Services and materials will meet County threshold language requirements.
 - d. Ambassadors will be trained to decrease the effects of stigma in the community but also serve as a resource of support for one another.
- 4. HAP-Y staff will seek opportunities to become trainers in all the required courses to build the internal capacity in each agency to deliver all trainings in the future.
 - a. Contractor will recruit youth to participate in HAP-Y. Recruitment outreach may be conducted through former foster youth in StarVista's THP+ who are exploring career options, youth receiving services through Insights, etc. Contractor will develop creative ways to support the youth in HAP-Y, including the option to obtain community service hours.
 - b. Contractor will work closely with community partners, high schools and community colleges to ensure outreach and engagement with all youth from diverse communities throughout San Mateo County. Contractor will conduct 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 North and Coastside community service areas. Contractor will also present at schools in South County and Coastside, and continue to build on their relationships with schools and programs at Community Colleges. Flyers will be developed and disseminated at schools and youth groups. Additionally, presentations will be made in Contractor's parenting programs, including Think Tank which targets Chinese parents.

- 5. Contractor's Project Coordinator will enroll and coordinate activities to support all youth participants recruited, to build strong long-term relationships with participants, and increase likelihood of long term engagement. Project Coordinators will interview and assess each participant prior to acceptance to the program.
 - a. The Project Coordinator will provide ongoing support to participants to address any barriers in program completion that may arise; and includes a group meeting shortly after graduation. Opportunities to process triggering training material will also be provided to best support participants in their education and growth. 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. An Ambassador Alumni group will be formed late in Year 1 so past participants can stay engaged, support other youth and new Ambassadors, and continue to stay engaged in reducing the stigma of mental illness in their communities.
- 6. Contractor will recruit youth, provide stipends, on-going support and engage graduating youth, providing opportunities for involvement and connection to resources.
 - a. Stipends will be offered to honor the commitment and dedication of Ambassadors, and value of their time. This will also serve as a way to retain participants. Youth will receive \$10 an hour per training, and \$100 upon graduation from the HAP-Y program. Furthermore, many community events where Ambassadors may participate e.g., community panels will offer stipends and honoraria for participation. 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 support youth by identifying and connecting said youth to resources as needed, to address any

behavioral health or recovery issues, as well as helping them develop supports. Contractor will refer families as needed to benefit programs such as Medi-Cal.

- c. Staff will engage and connect with parents and/or guardians of youth as appropriate, especially those under 18 years of age. Contractor will receive consent from parents of minors to participate in HAP-Y. Contractor will provide other service resources to youth families, as needed.
- d. Through coordination with BHRS ODE, Contractor will develop opportunities for Ambassadors to conduct community presentations and outreach. Some opportunities will be designated by BHRS, including Stand Up for Wellness and assignment to various County commissions. Contractor will also develop outreach opportunities through its own programs and at schools, with extensive work in San Mateo County schools through existing connections, giving Ambassadors the opportunity to speak at school events such as assemblies, health fairs, Parent-Educator meetings, community colleges, meetings with law enforcement, faithbased organizations, health care and wellness centers, and youth groups.
- Contractor will provide transportation including passes for public transit. Contractor will provide trainings in community-based facilities that are accessible, and located in close proximity to public transportation.
- Child care will be provided through a licensed provider on an asneeded basis. Contractor will assure appropriate space, insurance coverage and fingerprint certification is in place in order to offer child care for participants.
- 9. Trainings will include meals and/or snacks for participants.

10. Reporting

- a. Contractor will collect and analyze data on all courses offered, participant progress and program support of HAP-Y graduates in achieving their goals and will include the following:
 - i. develop and utilize the HAP pre-post tools for youth;
 - ii. youth will provide feedback after each day of the course, and upon completion will be used to ensure that the course is meeting the needs of the youth for continued development.

- b. Contractor will collect outcome measures to demonstrate the impact of HAP-Y on 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.
 - Contractor will work closely with BHRS ODE and develop ways to measure the impact of the program on the individual, and in their community.
 - Contractor will develop and coordinate internal agency and external community events/outreach opportunities for Ambassadors to participate in annually.
- c. Contractor will develop and measure 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. understanding key concepts of recovery; and
 - v. knowledge of appropriate community supports.
- f. Contractor will develop a sustainability plan including identification of alternative funding sources, should the innovative project evaluation findings meet the expected outcomes and continue after MHSA funding is no longer available and may include:
 - 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.

11. Staffing and Supervision

- a. Contractor will assign 0.275 FTE of the time of existing staff to oversee the operations of HAP-Y. The CISPC Program Manager will work closely with staff to provide back-up coverage in the event of staff vacation or absences. The Program Manager and the CISPC Volunteer Coordinator are certified Mental Health First Aid and ASIST trainers, and will work with Contractor to ensure HAP-Y curricula are delivered to youth as proposed.
- b. Contractor will hire a 1.0 FTE Project Coordinator at the Masters level (but bachelor's degree with experience is also appropriate). Strong efforts will be made to hire a bilingual/bicultural Coordinator, who will be supervised by the CISPC Program Manager, a licensed clinician.
- c. Contractor will assign 1.0 FTE experienced staff members to work on HAP-Y including:
 - 0.75 FTE Project Coordinator: An existing PhD within the agency. The Project Coordinators will also be able to sustain the training schedule during periods the other is absent.
 - 0.25 FTE Facilitator/Trainers: These are existing staff members certified to train Ambassadors on identified EBPs.
- d. Contractor's staff will meet together monthly to discuss the program, challenges and opportunities. Individual staff will each receive weekly supervision.

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.
- 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).

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.

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/BHRSDoc Manual.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.

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:
 - 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
 - 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.
 - 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

BHRS requires that Contractors identify the eligibility status to bill for Medi-Cal services of ALL employees, interns or volunteers prior to hiring and on an annual basis thereafter. These records should be maintained in the employee files. This process is meant to ensure that any person involved with delivering services to clients of BHRS or involved in Medi-Cal billing or oversight 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 and faxing to 650-525-1762) should a current employee, intern or volunteer be identified as ineligible to bill Medi-Cal services. Contractors are required to screen for ineligible employees, interns and volunteers by using the following websites:

a. Office of Inspector General

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

b. California Department of Health Care Services

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

cal.ca.gov/pubsdoco/SandlLanding.asp. Once there, scroll down to the bottom of the page and click on Medi-Cal Suspended and Ineligible Provider List (Excel format). The list is in Alphabetical order. Search by the individual's last name.

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

Any contractor staff that have on-the-job contact with children or other vulnerable clients whose safety may be compromised by an individual's criminal history (i.e. sex offense, abuse of dependent adults, etc.) shall be fingerprinted, including administrative staff who routinely interact with clients, case managers, peer support workers, etc. If said employees and/or subcontractors, assignees, and volunteers have such a criminal history, they will not be eligible for hire or retention in a position involving contact with a vulnerable population through this Agreement. Fingerprint information received from the Department of Justice (DOJ) shall be retained or disposed of pursuant to DOJ directive. A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

Credentialing

Contractor is responsible for implementing a process to verify, at time of employment, and ongoing, (at the clinician's license or registration renewal time) the credentials of its clinical staff at https://www.breeze.ca.gov/datamart/loginCADCA.do Contractor will obtain a waiver when needed from BHRS Quality Management. All clinical personnel must comply with HIPAA regulations to obtain a National Provider Identifier (NPI) number. The license and NPI information shall be reported to the County through the completion

of a County provided credentialing form located at http://www.smchealth.org/AvatarAccess and submitted to BHRS. Contractor is requirement to track expiration dates and verify all licenses and credentials are current and in good standing at all times. Contractor is required to keep proof of verification of credentials for each staff person. 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 plan to correct to address the matter.

17. 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.

18. 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 650-573-2714 or jafrica@smcgov.org.

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS 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.
- 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 (jafrica@smcgov.org) to plan for appropriate technical assistance.

C. Physician Incentive Plans

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

D. 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.

E. 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.

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 selfreport 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.1.1 ***

EXHIBIT B.1.1 – PAYMENTS AND RATES STARVISTA MENTAL HEALTH SERVICES FY 2016 – 2017

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.

In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed TWO MILLION EIGHT HUNDRED SEVETY-SIX THOUSAND EIGHT HUNDRED THIRTY-TWO DOLLARS (\$2,876,832).

B. Mental Health Services (Authorized by the MHP)

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 TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for services provided under Exhibit A.1.1, Paragraph I.A. of this Agreement.

Assessment Services (non-MD)

An assessment shall consist of at least one (1) face-to-face visit conducted by a licensed, waivered, or registered mental health professional.

Service Type	2016-17	
Assessment, per case	\$124.00*	
Code 90791		

2. Treatment Services (non-MD)

Treatment services shall consist of face-to-face services with client or collateral (except for authorized telephone consultation). Services will be conducted by a licensed, waivered, or registered mental health professional.

Service Type	2016-17
Individual Therapy, per session	\$88.00*
Code 90834	
Group Therapy, per person, per session	\$29.00*
Code 90853	
Family Therapy, per hour; includes all members	\$90.00*
Code 90847	
Collateral, per session	\$59.00
Code 90887	
Clinical Consultation, telephone/15 minutes	\$12.00
Code 99442	

^{*} These services receive a 10% bilingual language differential.

3. Expanded Screening/Assessment Services (non-MD)

An assessment shall consist of at least one (1) face-to-face visit and be conducted by a licensed, waivered, or registered mental health professional. The assessment shall include initial phone contact to schedule an intake evaluation; behavior/history checklists mailed to caregiver and teacher; phone consultation with teacher; and review of behavior/history checklists.

Service Type	2016-17
Expanded Screening/Assessment Services,	\$135.00
per assessment	
Code A8125	

4. Psychological Evaluation/Testing Services (Ph.D.)

An evaluation shall consist of individual sessions, scoring of tests, written report and case conference, and classroom observation using structured observation tools. Total time shall be approximately nine (9) hours of service. Services shall be provided by a licensed psychologist. Payment will be made upon receipt of completed psychological evaluation.

Service Type	2016-17
Psychological Testing, per evaluation	\$450.88
Code T9561	

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 ONE HUNDRED NINETY-TWO THOUSAND EIGHT HUNDRED TWENTY-SIX DOLLARS (\$192,826) for services provided under Exhibit A.1.1, Paragraph I.B. of this Agreement.

- 1. Medication Support Services described in Paragraph I.B.1.1 of Exhibit A.1.1, County shall pay Contractor at the rate of FIVE DOLLARS AND ELEVEN CENTS (\$5.11) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph IV.18. of this Exhibit B.1.1.
- 2. Mental Health Services described in Paragraph I.B.2. of Exhibit A.1.1, County shall pay Contractor at the rate of TWO DOLLARS AND SEVENTY-SEVEN CENTS (\$2.77) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph IV.18. of this Exhibit B.1.1.
- 3. Case Management described in Paragraph I.B.3. of Exhibit A.1.1, County shall pay Contractor at the rate of TWO DOLLARS AND FOURTEEN CENTS (\$2.14) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph IV.18. of this Exhibit B.1.1.
- 4. Crisis Intervention Service described in Paragraph I.B.4. of Exhibit A.1.1, County shall pay Contractor at the rate of FOUR DOLLARS AND TWELVE CENTS (\$4.12) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph IV.18. of this Exhibit B.1.1.
- 5. Payment shall be made on a monthly basis upon County's receipt of the following:
 - a. All required documentation adhering to Medi-Cal guidelines,
 - b. Documentation for each minute of service, and
 - c. Documentation relating to each appropriate authorization.
- 6. 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. Telephone Hot Line Services

For personnel costs as described in Paragraph I.C. of Exhibit A.1.1, County shall pay up to a maximum of ONE HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED TWO DOLLARS (\$114,802). Payments shall be made for actual costs, and shall be subject to the terms of

Paragraph I.C.1. of this Exhibit B.1.1. Payment shall be monthly following invoice by Contractor in the amount of NINE THOUSAND FIVE HUNDRED SIXTY-SIX DOLLARS AND EIGHTY-THREE CENTS (\$9,566.83).

E. Early Childhood Community Team

Contractor shall receive a maximum of THREE HUNDRED NINETY-SEVEN THOUSAND ONE HUNDRED SEVENTY-TWO DOLLARS (\$397,172) for the Early Childhood Community Team and the 4.33 FTE positions described in A.1.1, D, 3. Unless otherwise authorized by the Chief of the Health System or designee, the rate of monthly payment by the County to Contractor shall be one-twelfth (1/12) of the maximum amount per month, or THIRTY-THREE THOUSAND NINETY-SEVEN DOLLARS AND SIXTY-SIX CENTS (\$33,097.66)

Measure A - ECCT

Contractor shall receive a maximum of SIX HUNDRED SIXTY THOUSAND DOLLARS (\$660,000) FTE positions described in A-1-1, E, 3b. Unless otherwise authorized by the Chief of the Health System or designee, the rate of monthly payment by the County to the Contractor shall be one-twelfth (1/12) of the maximum amount per month, or FIFTY-FIVE THOUSAND DOLLARS (\$55,000)

F. Co-Chair of the Diversity and Equity Council

Contractor shall be paid a maximum obligation of TEN THOUSAND DOLLARS (\$10,000) for services described in Exhibit A.1.1 Section I. Paragraph E of the Agreement.

G. Early Childhood Mental Health Consultation (ECMHC)

For the provision of Program services as described in Paragraph I.F of Exhibit A.1.1, County shall pay Contractor at a rate of ONE HUNDRED FIVE DOLLARS AND SIX CENTS (\$105.06) per hour of service, not to exceed eight hundred sixteen (816) hours. In no event shall County pay or be obligated to pay Contractor more than the sum of EIGHTY-FIVE THOUSAND SEVEN HUNDRED TWENTY-NINE DOLLARS (\$85,729) for these services.

H. Health Ambassador Program-Youth (HAP-Y)

For the provision of services as described in Paragraph I.G of Exhibit A.1.1, County shall pay up to a maximum of TWO HUNDRED FORTY-SIX THOUSAND SIX HUNDRED THIRTEEN DOLLARS (\$246,613).

1. Start-Up Costs

The maximum amount that County shall be obligated to pay for start-up costs rendered under this agreement shall not exceed TWENTY-FIVE THOUSAND DOLLARS (\$25,000).

a. 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.

Services

County shall pay up to a maximum of TWO HUNDRED TWENTY-ONE THOUSAND SIX HUNDRED THIRTEEN DOLLARS (\$221,613). Contractor shall submit monthly invoices for reimbursement, which will include an itemized list of services, and are subject to approval by the BHRS Manager. Payments shall be made for actual costs, and shall be paid monthly following receipt of invoice by Contractor.

I. Contractor's annual FY 2016-17 budget is attached and incorporated into this Agreement as Exhibit C.1.

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

- J. Modifications to the allocations in Paragraph A of this Exhibit B.1.1 may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
- K. The Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.
- L. 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.
- M. In the event this Agreement is terminated prior to June 30, 2017, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this

Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.

- N. 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.
- O. 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).
- P. 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 225 37th Avenue, Third Floor San Mateo, CA 94403

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

T. 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.

U. Election of Third Party Billing Process

Contractor shall select an option for participating in serial billing of thirdparty 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

- Contractor shall bill all eligible third-party payors financially a. 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 thirdparty 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.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.

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.

V. 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.

W. Cost Report/Unspent Funds

- 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 yearend 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.

X. Claims Certification and Program Integrity

 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.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 periury 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:
 - 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.1.1 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 reauthorization 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 V.A. 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.

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

Attachment C Election of Third Party Billing Process

Effective July 1, 2005, San Mateo County Behavioral Health and Recovery Services (SMCBHRS) will be required to bill all other insurance (including Medicare) before billing Medi-Cal for beneficiaries who have other coverage in addition to Medi-Cal. This is called "serial billing." All claims sent to Medi-Cal without evidence of other insurance having been billed first will be denied.

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

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Our agency will bill other insurance, and provide SMCBHRS with a copy of the Explanation of Benefits provided by that insurance plan before billing SMCBHRS for the remainder.

We StarVista elect option one.	
Signature of authorized agent	Name of authorized agent
Telephone number	
Recovery Services (SMCBHRS) so that S billing Medi-Cal on our agency's behalf. client Payor Financial Form and providing	San Mateo County Behavioral Health and SMCBHRS may bill other insurance before This will include completing the attached it to the SMCBHRS Billing Office with the e client's permission for SMCBHRS to bill
We StarVista elect option two. Signature of authorized agent (650) 591-9623	Sara Larios Mitchell Name of authorized agent
Telephone number	

Please note if your agency already bills private insurance including Medicare for services you provide, then you must elect Option One. This is to prevent double billing. Please return this completed form to:

Doreen Avery, Business Systems Manager Behavioral Health and Recovery Services 225 37th Avenue San Mateo, CA 94403 (650) 573-2284

Attachment D - Agency Payor Financial

Client ID (Do name search):	Client Date of Birth (Required):		SSN (Required):	
Last Name:	First Name:			M.I.
Alias or other names used:			Undocumented? ☐ Yes	□ No
Does Client have Medi-Cal?				
Please attach copy of MEDS sc remaining sections of this form	reen. If client ha	as Full Scope Medi-Cal a	nd no other insurance covera	ge, skip the
Is client potentially eligible for Medi-Cal benefits? ☐ Yes ☐ No Client referred to Medi-Cal? ☐ Yes ☐ No				
Date of Referral:	Is	s this a Court-ordered PI	acement? Yes No	
Does Client have Medicare? □				
If yes, please check all that app	ly Part A	Part B Part D		
What is the Client's Medicare N				
Signed Assignment of Benefits				
Responsible Party's Information				
Name:		Phone:		
Relationship to Client:				_
Address:				
				_
State: Zip Code:				
3 rd Party Health Insurance Infor	nation		· · · · · · · · · · · · · · · · · · ·	
Health Plan or Insurance Compa	any (Not employ	yer)		
Company Name:		Policy Number:		
000	Company Name:			
City: Name of Insured Person:				
State: Zip: Relationship to Client:				
Insurance Co. phone number: SSN of Insured Person (if other than client):				
Please attach copy of insurance card (front & back) Signed Assignment of Benefits? No				
Does the client have Healthy Kids Insurance? ☐ Yes ☐ No If Yes, please attach copy of insurance card (front & back)				
Does the client has HealthWorx Insurance? ☐ Yes ☐ No If Yes, please attach copy of insurance card (front & back)				
Client Authorization I affirm that the statements made herein are true and correct. I understand that I am responsible for paying the UMDAP liability amount or cost of treatment received by myself or by members of my household during each 1-year period. If the cost of service is more that the UMDAP liability amount, I will pay the lesser amount. It is my responsibility and I agree to provide verification of income, assets and expenses. If I do not authorize, I will be billed in full for services received. I authorize San Mateo County Mental Health to bill all applicable mental health services to Medi-Care and/or my insurance plan, including any services provided un 26.5. I authorize payment of healthcare benefits to San Mateo County Mental Health.				
Signature of Client or Authorized Person Date				
Client refused to sign Authorization: Please check, if applicable Date: Reason Name of Interviewer: Phone Number: Best time to contact Fax completed copy to: MIS/Billing Unit (650)573-2110				

ATTACHMENT E

FINGERPRINTING CERTIFICATION

Contractor hereby certifies that Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement and who has/will have supervisory or disciplinary power over a child (Penal Code Section 11105.3) (the "Applicant") shall be fingerprinted in order to determine whether each such Applicant has a criminal history which would compromise the safety of children with whom each such Applicant has/will have contact. Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement: (check a or b) a. do NOT exercise supervisory or disciplinary power over children (Penal 11105.3). b. do exercise supervisory or disciplinary power over children (Penal 11105.3). StarVista Name of Contractor & Nitchell Signature of Authorized Official Sara Larios Mitchell Name (please print) Chief Executive Officer Title (please print) 11/15/2016 Date

ATTACHMENT I

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

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

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

The Contractor(s): (Check a or b)			
a. Employs fewer than 15 per	a. Employs fewer than 15 persons.		
b. Employs 15 or more person 84.7 (a), has designated the the DHHS regulation.	ns and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. following person(s) to coordinate its efforts to comply with		
Name of 504 Person:	Lillian Doherty		
Name of Contractor(s):	StarVista		
Street Address or P.O. Box:	610 Elm Street, Suite 212		
City, State, Zip Code:	San Carlos, CA 94070		
certify that the above information	on is complete and correct to the best of my knowledge		
Signature:	& Mitchell		
Title of Authorized Official:	Chief Executive Officer		
Date:	11/15/16		

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