

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND STARVISTA**

This Agreement is entered into this _____ day of _____, 2023, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and StarVista, hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing professional services.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit C—Budget
- Attachment H—HIPAA Business Associate Requirements
- Attachment E—Fingerprint Certification
- Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed FOUR HUNDRED NINETY ONE THOUSAND FOUR HUNDRED SIXTY-SIX DOLLARS

(\$491,466). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 1, 2023 through November 30, 2025.

5. Termination

This Agreement may be terminated by Contractor or by the Chief of San Mateo County Health or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

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

8. **Hold Harmless**

a. **General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

b. **Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third

party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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

9. Assignability and Subcontracting

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

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance

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

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

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

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

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately

declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and

management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not

notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Executive Officer, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor

acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

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

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

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

15. Merger Clause; Amendments

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

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail,

postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Shirley Chu/Program Manager
Address: 1950 Alameda de Las Pulgas, San Mateo, CA 94403
Telephone: (650) 421-5181
Email: schu@smcgov.org

In the case of Contractor, to:

Name/Title: Sara Mitchell/Chief Executive Officer
Address: 610 Elm Street, Suite 212, San Carlos, CA 94070
Telephone: (650) 591-9623
Email: smitchell@star-vista.org

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

19. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

For Contractor: STARVISTA


Contractor Signature

10/24/2023
Date

Sara Larios Mitchell
Contractor Name (please print)

COUNTY OF SAN MATEO

By: _____

President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____

Clerk of Said Board

EXHIBIT A– SERVICES
STARVISTA - SAN MATEO AND FOSTER CITY
COMMUNITY WELLNESS AND CRISIS RESPONSE TEAM
12/1/2023 – 11/30/2025

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

I. INTRODUCTION

On January 12, 2020, the San Mateo County Board of Supervisors adopted Resolution No. R077937 which approved the Community Wellness and Crisis Response Team (CWCRT) Pilot Program, a partnership among four City Police Departments (Daly City, South San Francisco, San Mateo, and Redwood City) and the County, to embed in each of those cities' police departments one mental health clinician to provide a crisis co-response to crisis calls involving mental health issues.

Based on best practice models in other jurisdictions, the CWCRT Pilot Program launched on December 6, 2021. Designed as a law enforcement co-responder mobile crisis model, the CWCRT Pilot Program responds to incidents involving individuals experiencing mental health crises, by supplementing that response with the engagement of a mental health clinician assigned to work with each partner police department. Under the Pilot Program, the BHRS-contracted Contractor-clinicians assist in the first response by providing early intervention, crisis de-escalation, 5150 involuntary hold evaluation, and referrals to therapeutic hospitalizations, and guidance to support services for individuals in mental health crises. The CWCRT Pilot Program has yielded positive outcomes in its two years of program implementation, and is currently expanding to other cities in San Mateo County.

This Agreement develops understanding and terms of services between BHRS and Contractor (the "Parties") to expand CWCRT crisis response and support services to San Mateo/Foster City, with one additional full-time clinician to be shared between the two cities. The term for this Agreement shall be December 1, 2023 through November 30, 2025.

**The 2022 Budget Act Funding also funds another full-time mental health clinician for North Fair Oaks in addition to San Mateo/Foster City.*

II. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Under the terms of this Agreement, Contractor shall provide one full-time trained mental health clinician to be shared between San Mateo and Foster City police departments (referred to a "the Cities" collectively), to improve law enforcement response to community members experiencing mental health crises.

A. Services

The full-time trained clinician, shared between San Mateo and Foster City police departments, will be embedded in the two police departments for a total of 40 working hours per week. The clinician will provide below services:

1. Mobile crisis response services: Once informed of a suspected mental health crisis within a community by the law enforcement dispatch, the mental health clinician will simultaneously be dispatched to the scene along with the law enforcement officer. The goal of the immediate response of the law enforcement staff is to de-escalate the crisis and to support the safety of the individual in crisis, those around the individual, and all responding to the incident. The mental health clinician will then assess the person suspected to be in mental health crisis (“the client”) and determine the best course of action (e.g., temporary mandatory placement in a medical facility for psychiatric evaluation and treatment under Section 5150 of the Welfare and Institutions Code, referral for treatment, etc.), exercising their independent judgment and expertise and in collaboration with the law enforcement staff. The mobile crisis response services shall include but not be limited to phone/dispatch radio response and coordination, traveling to the crisis scene, crisis intervention, crisis de-escalation, involuntary hold evaluation, 5150 application or safety planning, and stabilization. The service activities for a mobile crisis response may include but not be limited to face-to-face crisis assessment, de-escalation, 5150 evaluation and application or crisis safety planning, case management, clinical consult as needed, coordination/collaboration with law enforcement, collateral sources and treatment providers involved with the client, etc.
2. Crisis stabilization and follow-up support services: A pertinent goal of the CWCRT is that individuals in mental health crisis who encounter with law enforcement will receive early intervention and be connected to needed services or treatment to prevent recidivism. The mental health clinician trained in resources both within BHRS and in the community shall partner together with the law enforcement at the crisis scene, to make decisions on the best course of action and/or resource or program for the client. The mental health clinician shall provide short-term follow-up and support to continue to stabilize the client if they do not meet the involuntary hold criteria or upon discharge from a medical treatment facility.

The Medi-Cal reimbursable service activities for the crisis

stabilization and follow-up support for the County clients include but are not limited to case management linkages, as-needed crisis assessment, clinical consult, collaboration and coordination with collateral family members and treatment providers including as-needed case conference with appropriate releases of information (ROI) as required. All follow-up support services, considered as planned services, will need to acquire appropriate treatment consent following the BHRS Documentation Guidelines.

3. Program promotion activities: The mental health clinician shall participate in program promotion activities per request by County or San Mateo or Foster City Police Department, to attend and/or present at various community events, presentations, mental health tabling, etc. A list of such event participation information, including date, time, event title, and hosting agency name, shall be submitted to BHRS Crisis Manager monthly as part of the support documents with the program invoice.
4. Program-related meetings: Contractor's personnel including but not limited to Crisis Director, CWCRT Program Manager, and, as appropriate, the mental health clinician, shall participate in scheduled CWCRT Advisory Meetings, CWCRT Working Group Meetings, and BHRS Meetings, for purposes of data collection, status report, program evaluation and analysis, program planning, program compliance and quality improvement.
5. Training participation: The mental health clinician and the identified Contractor's personnel shall participate in appropriate trainings as coordinated and suggested by BHRS, to continue to expand clinical knowledge, skills and understanding of crisis, crisis trends, and related fields, in addition to relevant trainings sponsored and supported by Contractor.
6. Clinical & Administrative documentation: The mental health clinician shall document all mobile crisis response and crisis follow-up support services in the County electronic health record (EHR) Avatar NX within three (3) calendar days of the service being rendered. All external documents related to the crisis clients obtained prior to, during, and post a crisis encounter shall be scanned into Avatar NX as soon as possible but no later than three (3) business days from when the documents are obtained. These external clinical and administrative documents include are but not limited to: 5150s completed by the mental health clinician, legal reporting such as Child Protective Services or Adult Protective Services reports, consent for treatment, ROI requests, insurance information, and

subpoenas, and shall be scanned into Avatar NX, following BHRS Documentation Policy and Procedures. All crisis safety plans created over the course of the assessment and follow-up shall also be included and scanned into Avatar NX at time of submitting the Crisis Assessment or follow-up progress note. Final version of any clinical and administrative reporting templates submitted to Avatar NX or to BHRS as requested shall be reviewed and approved by BHRS Crisis Manager.

7. Other services: All other services requested of the mental health clinician that are not included in the above will need to be approved by the BHRS Crisis Manager assigned to overseeing this Agreement.

B. Contractor Mental Health Clinician

The mental health clinician shall be embedded in San Mateo and Foster City police departments for a total of 40 hours per week. The clinician shall respond to crises within the assigned city areas where a suspected mental illness is involved, partnering with the law enforcement officer from San Mateo or Foster City on the assigned days for each police department. This position requires a 40-hour work week over seven days of the week; work schedule to be determined among San Mateo, Foster City police departments and Contractor, with shifts generally not begin before 8 am or end after 10 pm. The schedule for each city will depend on each department's highest call volume, and shall be determined by the two cities and Contractor together. County will not have a role in determining allocating time of the mental health clinician as between to two participating Cities.

1. Contractor acknowledges and agrees that the work/services performed under this Agreement by Contractor's mental health clinicians are performed as an independent contractor relative to the cities for which they are providing the services. The mental health clinicians providing services under this Agreement are employees of Contractor and remain employees of Contractor while providing services under this Agreement, and at no time shall Contractor's clinicians be deemed employees of the Cities or BHRS. Neither Contractor nor any of its employees (including, but not limited to the mental health clinicians providing services under this Agreement) acquire any of the rights, privileges, powers, or advantages of the employees of the Cities or BHRS.
2. The mental health clinician is an employee of Contractor and a professional who exercises independent clinical judgment and expertise in the performance of their scope of work complying to all

the County's requirements related to crisis mental health services, applicable laws and ethics, and the required documentation and reporting procedures under the BHRS Documentation Guidelines. The mental health clinician's duties include, but are not limited to the following:

- a. Perform initial diagnostic evaluation during a crisis, noting behavioral symptoms which may indicate organic and/or mental disorders in children, youth, or adults.
- b. Determine whether individuals are holdable on a Welfare and Institutions Code (W&I) § 5150 or W&I § 5585 hold, and follow appropriate procedures.
- c. Perform suicidal/homicidal/Grave Disability risk assessments.
- d. Provide Crisis Intervention and Crisis De-escalation.
- e. Determine other resources appropriate to connect individuals to.
- f. Provide follow-up counseling, engagement support and case management linkage to refer clients to these resources.
- g. Work closely with different law enforcement communities.
- h. Participate in monthly San Mateo County Field Crisis Consultation Committee (FCCC) meeting.
- i. Conduct home visits and/or field-based services, for crisis response and/or follow-up stabilization support.
- j. Collect and evaluate medical or psychosocial data such as case histories, behavior patterns and family relationships of patients/clients as requested by BHRS.
- k. Work as a psychiatric team member with other treatment disciplines for purpose of crisis safety planning and/or prevention for recidivism.
- l. Utilize Trauma Informed Care and other Evidence-based practices.
- m. Provide consultation and education services to law enforcement colleagues, family members, and community as indicated.
- n. Ability to work weekends as coordinated among BHRS, Star Vista and the specific Police Department.
- o. Document all crisis response, crisis-related engagement, follow up services, and related administrative tasks as indicated in Section II-A.6 above.
- p. Observe and carry out additional responsibilities listed under Section E (items #3 - #10) of this Agreement.
- q. Perform related duties as assigned and coordinated between the BHRS Crisis Manager and Contractor's Crisis Director. Job duties assigned by the Police Department but not listed in this Agreement shall be consulted with and approved by the Contractor's Crisis Director in consultation with the BHRS Crisis Manager.

3. The mental health clinician shall utilize the office space provided at each respective police station, the police radio to respond to calls, the assigned parking space to park the County car, and the needed stationary at each of the city police departments. The mental health clinician will adhere to requests from the County's Motor Pool to schedule regular and as-needed car maintenance and shall conduct needed gasoline-filling and monthly mileage reporting. Contractor shall provide the clinician with a work cell phone and business cards; BHRS shall provide the clinician with a County car and a County laptop for documentation purpose.

C. Mutual Responsibilities of the Parties

1. The Parties agree to develop, review, and modify as needed, policies and procedures for CWCRT, regarding, but not limited to, scope of work, chain of communication, necessary training, grievance process, conflict resolution process, monitoring of CWCRT program status, and handling and disposition of data generated by CWCRT participants.
2. The Parties will participate, as needed, in efforts to obtain and analyze data to document the effectiveness of the CWCRT in reaching the anticipated goals and objectives, while protecting and respecting individuals' confidentiality and privacy rights.
3. The Parties, with BHRS as the lead, will develop relevant training plans for Contractor's staff and participate in collaborative trainings when appropriate, develop program strategies, and implement protocol of response team in a manner that respects the dignity and diversity of community members.

D. BHRS Responsibilities

BHRS shall be responsible for each of the following:

1. Ensure required documentation orientation and needed certification training are arranged for at onboarding and periodically/regularly as needed. These training topics include, but may not be limited to:
 - a. Documentation orientation
 - b. Orientation to BHRS and community mental health and substance use services and resources within San Mateo County
 - c. 5150 certification training
 - d. Crisis de-escalation or management of assaultive behaviors
 - e. Law enforcement culture/practices related to behavioral health

- f. BHRS/Community partner resources training
 - g. Laws and ethics
 - h. Other training as necessary.
2. Provide the Contractor's clinician with County equipment and materials necessary to perform the function of a mental health crisis response clinician in the CWCRT Program (i.e. County laptop with needed applications, County car, auto insurance, regular auto maintenance, ongoing refueling arrangement), and technical support as arises in the use and maintenance of the County equipment.
 3. Provide Avatar NX electronic health record logins, network logins, and County email logins for the mental health clinicians upon successful completion of the required credentialing process, for the purpose of client lookups, and to document billable and nonbillable mental health services.
 4. Hold meetings with Contractor for the purpose of contract monitoring and compliance, quality assurance, and clinical adherence.
 5. The assigned BHRS Crisis Manager will be responsible for the oversight of this Agreement and its progress status, provide ongoing clinical consult, training, and quality assurance/quality improvement of the services provided by the Contractor's clinician.

E. Contractor Responsibilities

Contractor shall be responsible for each of the following:

1. Ensure regular and ongoing supervision of all mental health clinicians assigned to the designated law enforcement units.
2. Ensure mental health clinicians document, maintain, and report performance/outcome data as requested by BHRS, and/or in conjunction with the John W. Gardner Center for Youth and Their Communities of the Stanford University Graduate School of Education (the Gardner Center).
3. Ensure licensed mental health clinicians possess and maintain a valid license to engage in the practice of therapeutic services in the State of California (LCSW or LMFT).

4. Ensure license-eligible mental health clinicians obtain appropriate licensure (LCSW or LMFT) within two (2) years of employment with the CWCRT Program. Inability of the mental health clinician to achieve licensure within the two years' timeframe may result in BHRS' recommendation to rotate out the respective clinician under this Agreement.
5. Exercise reasonable care to ensure compliance with all legal and clinical requirements related to the Agreement with the County and the crisis work performed by the Contractor's clinician.
6. Ensure mental health clinicians adhere to and deliver all tasks and responsibilities listed in Section B of this Agreement.
7. Mental health clinicians will provide follow-up support with all crisis clients, within twenty-four (24) hours (via telephone or in person) of the initial crisis assessment. If a disengagement strategy is implemented, the mental health clinician shall provide a follow up with the involved community member(s) within three (3) hours (via telephone or in person) of the initial crisis assessment. The mental health clinician should continue to attempt follow-up with the community member(s) at least three (3) times before closing the case.
8. Mental health clinicians will provide in-field counseling, referrals to community services and resources to clients and families of those suffering from a mental health crisis.
9. Mental health clinicians will be a conduit for referring individuals to the local crisis residential treatment facility or psychiatric emergency services, as clinically appropriate.
10. Mental health clinicians will participate in BHRS documentation training and will use the BHRS electronic health record, Avatar NX, to document all billable and unbillable service encounters for and related to their crisis clients, as well as any collateral information, following BHRS documentation standards.
11. Mental health clinicians must take and pass the required BHRS training to become 5150-certified.
12. Ensure mental health clinicians follow the terms of the County Vehicle Use Agreement Memorandum of Understanding and various usage expectations including but not limited to maintenance and

towing services. All costs incurred by the mental health clinicians because of not following County Vehicle Use Agreement will be the responsibilities of Contractor.

13. Contractor leadership will participate with designated BHRS Contract Manager in regular meetings to ensure achievement of stated program goals and outcomes, enhance collaboration and coordination needs, address any outstanding issues or obstacles to the service delivery.

F. Program Goals and Outcomes

1. The overarching goals of the CWCRT Program are as following:
 - Goal 1: Law enforcement staff and the mental health clinician will respond together to active crisis situations where mental health crisis is a factor.
 - Goal 2: Improve outcomes for individuals experiencing a crisis due to mental illness or suspected mental illness.
 - Goal 3: Increase access to appropriate behavioral health resources, services, and treatment.
 - Goal 4: Provide clinical consultation, training, and support to law enforcement personnel in the field.
 - Goal 5: Increase knowledge of mental health conditions and effective intervention strategies among law enforcement personnel.
 - Goal 6: Law enforcement will strengthen relationships with service providers and community.
2. Contractor shall ensure that the following outcome objectives are pursued throughout the term of this Agreement:
 - a. Decreased mental health emergency service visits.
 - b. Decreased hospitalization for behavioral health crises.
 - c. Decreased contact with the criminal justice system.
 - d. Increased connection and linkage to resources, services, or treatment for individuals and/or families and caregivers experiencing mental health crises.
 - e. Improved capacity of family/caregivers to recognize the need for intervention and ability to seek services when needed.
 - f. Strengthened relationships between law enforcement and the community.
3. The Parties agree to meet and confer periodically to assess and

revise program goals, and to add new program goals, as appropriate. Specific performance measures and outcome objectives are:

- a. Clinician will respond in person to provide crisis assessment and crisis evaluation for 100% of calls that mental health issue is suspected and that the clinician is dispatched to;
- b. Reduction of psychiatric emergency visits and psychiatric inpatient admission by 20% each fiscal year;
- c. Clinician will provide at least one follow-up 80% of times to all Medi-Cal recipients who have been provided with a crisis assessment.

G. Special Terms and Conditions

1. Coordination and Oversight

The assigned Contractor's Crisis Director and Program Manager will be responsible for the day-to-day coordination of the program operations and problem resolution with respect to mental health clinicians.

BHRS and Contractor will convene regular, bi-weekly to monthly oversight meetings to monitor the progress of the CWCRT Program towards its objectives, quality of care, services adherence issues, and operational issues, and to identify any ongoing work plan. BHRS Contract Manager shall be responsible for overseeing the successful implementation of all the terms in this Agreement.

2. Conflict Resolution

In the event of disagreements or conflicts between the Parties of this Agreement, the disagreement or conflict will be discussed and addressed between the BHRS Contract Manager and the Contractor's Crisis Director. If consultation at that level does not resolve the disagreement or conflict, then the issue will be escalated to the BHRS Deputy Director of Adult and Older Adult Services and the Contractor's CEO.

If the disagreement or conflict pertains to and involves the law enforcement agency(ies), the disagreement shall initially be addressed between the BHRS Contract Manager and the assigned Captain of the relevant Police Department as detailed in the Memorandum of Understanding between the County and the Police Department(s). In the event consultation at that level does not resolve the disagreement or conflict, then the Chief of the Police

Department, the assigned Captain, the BHRS Contract Manager, and BHRS' Deputy Director of Adult and Older Adult Services shall meet and confer and attempt to resolve the matter. Finally, in the event the disagreement or conflict remains, the BHRS Director (or designee) and the Chief of the relevant Police Department(s) shall meet and confer. BHRS will obtain the participation of Contractor in the resolution process, as BHRS determines appropriate.

If the disagreement or conflict pertains to the performance of the Contractor's assigned clinician, the disagreement or conflict will be referred initially and in writing to the assigned Contractor's Program Manager/Crisis Director and the BHRS Contract Manager. In the event consultation at that level does not resolve the disagreement or conflict, above-noted meet-and-confer steps shall be followed. Finally, in the event the disagreement or conflict remains, Contractor shall remove the assigned mental health clinician and exercise reasonable diligence to identify and provide a qualified replacement.

3. Staffing and Supervision

This Agreement includes one full time mental health clinician, licensed, or license eligible (LMFT, LCSW) to provide mental health services by appropriate State of California licensing authorities. Contractor will be responsible for hiring the mental health clinician and the hiring processes. The mental health clinician will have an appropriate level of licensing, training, experience collaborating with law enforcement, knowledge of independent resources and significant clinical experience to deal with the variety of scenarios and client profiles likely to present during CWCRT work.

Contractor shall provide required regular clinical and administrative supervision of the mental health clinician adhering to the rules and regulations for required supervision hours for a license-eligible clinician.

4. Records and Confidentiality

Records created by the mental health clinician shall be considered County records, free from the control and direction of either City with which the clinician may be embedded. Such records will be subject to all federal, state, and local laws and regulations regarding the protection of client/patient privacy and confidentiality.

BHRS will train all the CWCRT mental health clinicians on federal, state, and local policies and procedures with respect to the

confidentiality and use or disclosure of protected health information of clients as necessary and appropriate to carry out their functions. BHRS will provide mental health clinicians with the appropriate Health System policies and procedures, which are subject to change from time to time. The County reserves the right to take appropriate action for violation of its policies; such action may include the immediate termination of any mental health clinician who violates Federal, State, or local law and policy.

BHRS shall maintain beneficiary (i.e. client) medical and/or clinical records for a period of ten (10) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards (BHRS can maintain records for a longer period if required by other regulations or licenses).

5. Jurisdiction

At no time should the mental health clinicians operate in any jurisdiction other than one of the Cities.

6. County Vehicle Use

Contractor's mental health clinicians assigned to a police department under the CWCRT program may drive County vehicles, subject to exceptions granted by the County on a case-by-case basis.

The Parties agree to the Responsibilities, Terms and Conditions, detailed in the County Vehicle Use Agreement MOU that has been signed by both parties and attached to this agreement.

7. County Laptop Use

BHRS will provide each mental health clinician with a County laptop to support the CWCRT Program. The laptops will be the property of BHRS and as such Contractor agrees to the following:

- a. Contractor will develop a user agreement to be reviewed/approved by BHRS for staff to support safety and accountability while using the County laptops.
- b. Contractor's mental health clinicians using the laptops will review and abide by the County's Information Technology Security Policy, Internet Usage Policy, and the Protected Health

Information Sanction Policy. The links to each policy is below:

1. <https://hr.smcgov.org/information-technology-security-policy>
2. <https://hr.smcgov.org/internet-usage>
3. <https://hr.smcgov.org/protected-health-information-sanction-policy>

- c. Contractor is responsible for immediate reporting to BHRS administration of any county device that is compromised, stolen, or is currently out of possession from its assigned user.

8. ADMINISTRATIVE REQUIREMENTS

a. Disaster and Emergency Response Plans

CONTRACTOR will develop and maintain a Disaster and Emergency Response Plan (“Emergency Plan”) that includes all the elements set forth in this Section, as well as any additional elements reasonably requested by the County. The Emergency Plan will also include site- Specific emergency response plan(s) for each of the sites at which CONTRACTOR provides services pursuant to this Agreement (“Site Plans”). The Emergency Plan and associated Site Plans will address CONTRACTOR preparations to effectively respond in the immediate aftermath of a national, state or local disaster or emergency (“Emergency Response”) and plans for the ongoing continuation of Services under the Agreement during and after a disaster or emergency (“Continuity of Operations”).

CONTRACTOR shall submit the Emergency Plan to the County within ninety (90) days after the beginning of the Term of the Agreement and no later than September 30th. The Emergency Plan will follow the template provided in Attachment T: Sample Template for Disaster and Emergency Response Plan as a guide when developing the plan, adding any categories or items as needed for the Contractor’s unique situation. The submitted Emergency Plan will be subject to the reasonable approval of the County. CONTRACTOR shall respond reasonably promptly to any comments or requests for revisions that the County provides to CONTRACTOR regarding the Emergency Plan. CONTRACTOR will update the Emergency Plan and associated Site Plans as circumstances warrant and shall provide County with copies of such updated plans. CONTRACTOR shall train employees on the Emergency Plan and the Emergency Plan will include a description of how employees will be trained.

The Emergency Plan will indicate, in as much detail as reasonably possible, the categories of additional staff, supplies, and services that CONTRACTOR projects would be necessary for effective Emergency Response and Continuity of Operations and the costs that the CONTRACTOR projects it would incur for such additional staff, supplies and services. CONTRACTOR shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with, and following direction provided by, the County's Medical Health Operational Area Coordinator (MHOAC). In the event that the CONTRACTOR is required to implement the Emergency Plan during the term of the Agreement, the parties will confer in good faith regarding the additional staff, supplies and services needed to ensure Emergency Response and/or Continuity of Operations owing to the particular nature of the emergency, as well as whether the circumstances warrant additional compensation by the County for additional staff, supplies and services needed for such Emergency Response and/or Continuity of Operations.

CONTRACTOR shall reasonably cooperate with the County in complying with processes and requirements that may be imposed by State and Federal agencies (including, but not limited to the California Governor's Office of Emergency Services and the Federal Emergency Management Agency) in connection with reimbursement for emergency/disaster related expenditures.

In a declared national, state, or local disaster or emergency, CONTRACTOR and its employees will be expected to perform services as set forth in the Agreement, including in the area of Emergency Response and Continuity of Operations, as set forth in the Emergency Plan and each Site Plan. CONTRACTOR shall ensure that all of its employees are notified, in writing, that they will be expected to perform services consistent with the Emergency Plan and each Site Plan.

b. Quality Management and Compliance

i. Quality Management Program and Quality Improvement Plan

Contractor must have a Quality Management Program and submit a Quality Improvement Plan to 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.

ii. Referring Individuals to Psychiatrist

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

iii. Record Retention

Section II-G.4 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 if required by other regulations or licenses.

iv. Documentation of Services

Contractor shall provide all pertinent documentation as stated in Section II-A.6 of this Agreement. 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 maybe requested at any time during the term of this Agreement.

System of Care (SOC) Short-Doyle MediCal Mental Health Providers shall document in accordance with the BHRS Mental Health Documentation Manual located at: <https://www.smchealth.org/sites/main/files/file-attachments/bhrsdocmanual.pdf>

v. 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, if Contractor is using its own EHR. The Department of Health Care Services and other regulatory agencies conduct regular audits of the clinical services provided by BHRS and Contractor requiring submission of charts as requested. Contractor is required to provide all necessary documentation for external audits and reviews within the stated timeline.

9. 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 annually.

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.

10. 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>.

11. 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.

12. 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:
 - 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.
- 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>.

13. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management on the same day of the incident or within 24hrs 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, including but not limited to participation in quality improvement meetings, provision of all information requested by the County relevant to the incident, and Contractor staff cooperation.

14. Ineligible Employees

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 monthly 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 # 19-08, which can be found online at: <https://www.smchealth.org/bhrs-policies/credentialing-and-re-credentialing-providers-19-08>. 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.

15. 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>.

16. 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.

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.

19. MediCal Enrollment

Contractor shall be enrolled in the MediCal program or in the process of becoming enrolled. Contractor will keep BHRS informed on their enrollment status and submit proof of MediCal enrollment.

20. 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 Office of Diversity & Equity (ODE) at 650- 573-2714 or ode@smcgov.org.

- a. 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 Office of Diversity & Equity(ODE) by September 1st of the fiscal year.

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

- i. 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.
 - ii. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
 - iii. 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.
 - iv. 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.)
 - v. 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.
- b. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend a Health Equity Initiative (HEI), including but not limited to the Diversity & Equity Council (DEC), for the term of the Agreement. Participation in an HEI/DEC 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 HEI/DEC, and other cultural competence efforts within BHRS, contact ODE or visit <https://www.smchealth.org/health->

[equity-initiatives.](#)

- c. 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 their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact ODE.
- d. 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 ODE by March 31st, copies of Contractor's health-related materials in English and as translated.
- e. Should Contractor be unable to comply with the cultural competency requirements, Contractor will meet with the BHRS Analyst/Program Manager and ODE (ode@smcgov.org) to plan for appropriate technical assistance.

END OF EXHIBIT A

EXHIBIT B – PAYMENTS AND RATES
STARVISTA - SAN MATEO AND FOSTER CITY
COMMUNITY WELLNESS AND CRISIS RESPONSE TEAM
12/1/2023 – 11/30/2025

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

I. PAYMENTS

In full consideration of the services provided by Contractor 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 FOUR HUNDRED NINETY ONE THOUSAND FOUR HUNDRED SIXTY-SIX DOLLARS (\$491,466).

B. Community Wellness Crisis Response Team

For the term December 1, 2023 through November 30, 2024, County shall pay up to a maximum of TWO HUNDRED FORTY FIVE THOUSAND SEVEN HUNDRED THIRTY-THREE DOLLARS (\$245,733) for services provided under Exhibit A of this Agreement.

For the term December 1, 2024 through November 30, 2025, County shall pay up to a maximum of TWO HUNDRED FORTY FIVE THOUSAND SEVEN HUNDRED THIRTY-THREE DOLLARS, plus a Cost of Living Adjustment as approved by the County Board of Supervisors (\$245,733 + COLA) for services provided under Exhibit A of this Agreement.

1. For the term December 1, 2023 through November 30, 2024, Contractor shall be reimbursed the full cost of providing services once the mental health clinician is onboarded. 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 (1/12th) of the total obligation for those services or TWENTY

THOUSAND FOUR HUNDRED SEVENTY-SEVEN DOLLARS AND SEVENTY-FIVE CENTS (\$20,477.75).

2. For the term December 1, 2024 through November 30, 2025, Contractor shall be reimbursed the full cost of providing services once the mental health clinician is onboarded. 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 (1/12th) of the total obligation for those services or TWENTY THOUSAND FOUR HUNDRED SEVENTY-SEVEN DOLLARS AND SEVENTY-FIVE CENTS, plus a Cost of Living Adjustment as approved by the County Board of Supervisors (\$20,477.75 + COLA).
- C. Contractor's budget is attached and incorporated into this Agreement as Exhibit C.
- D. Contractor will be responsible for all additional expenses incurred during the performance of services rendered under this Agreement, but which have not been included in the budget provided.
- E. Modifications to the allocations in Paragraph A of this Exhibit B 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.
- 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 November 30, 2025, 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 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. 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.
- L. 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 report Personnel Expenses from Operating expenses and 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. 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 submitted more than 90 days after the date of service are considered late claims. County reserves the right to deny payment for 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 BHRS-Contracts-Unit@smcgov.org and the BHRS Crisis Manager:

County of San Mateo
Behavioral Health and Recovery Services
Contract Unit
2000 Alameda de las Pulgas, Suite 280
San Mateo, CA 94403

- M. 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.
- N. 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.
- O. 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.
- P. 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.
- Q. 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 contract amount in the following year's agreement.

R. 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. 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. 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.

S. 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.

T. Cost Report/Unspent Funds – for contracts that include Third party billing and for those contracts where a cost report is required.

1. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the end of the fiscal year. Cost reports shall include accounting for all services provided through the Agreement for each applicable period, and separate accountings for 1) FSP services, 2) one-time expenditures, and 3) flexible funds, as applicable. Cost reports shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.

As applicable, Contractor shall also submit to County a year-end Single Audit report 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. Contractor shall submit an accounting report of the rollover savings. This report shall include copies of the detailed

expenses. The report is due ninety (90) days after the specific purpose has been completed, or ninety (90) days after the end of the fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.

- d. 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 BHR Director or designee.
- e. 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.

U. Claims Certification and Program Integrity

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

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

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

Executed at _____ California, on _____ 20__

Signed _____ Title _____

Agency _____”

3. The certification shall attest to the following for each beneficiary with services included in the claim:
 - a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
 - b. The beneficiary was eligible to receive services described in Exhibit A of this Agreement at the time the services were provided to the beneficiary.
 - c. The services included in the claim were actually provided to the beneficiary.
 - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
 - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.
 - f. For each beneficiary with specialty mental health services included in the claim, all requirements for Contractor payment authorization for specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
 - g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
4. Except as provided in Paragraph V.A. of Exhibit A relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human

Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

END OF EXHIBIT B