



ADDENDUM

Virtual Meeting

Tuesday, August 3, 2021

9:00 AM

REGULAR AGENDA

BOARD OF SUPERVISORS / HEALTH

- 39.** Adopt a resolution authorizing an amendment to the agreement with StarVista for the expansion of Crisis Intervention Services to embed a licensed clinician in the police departments of the City of San Mateo; the City of South San Francisco; the City of Daly City; the City of Redwood City, in a pilot program to City and County response to community members experiencing mental health crisis, extending the term through June 30, 2022 and increasing the amount by \$876,760 to an amount not to exceed \$11,581,446.

Sponsors: Supervisor Don Horsley and HEALTH



County of San Mateo

Inter-Departmental Correspondence

Department: HEALTH

File #: 21-658

Board Meeting Date: 8/3/2021

Special Notice / Hearing: None
Vote Required: Majority

To: Honorable Board of Supervisors

From: Louise F. Rogers, Chief, San Mateo County Health
Scott Gilman, Director, Behavioral Health and Recovery Services

Subject: Amendment to the Agreement with StarVista for Mental Health Services and Substance Use Disorder Treatment Services

RECOMMENDATION:

Adopt a resolution authorizing an amendment to the agreement with StarVista for the expansion of Crisis Intervention Services to embed a licensed clinician in the police departments of the City of San Mateo; the City of South San Francisco; the City of Daly City; the City of Redwood City, in a pilot program to City and County response to community members experiencing mental health crisis, extending the term through June 30, 2022 and increasing the amount by \$876,760 to an amount not to exceed \$11,581,446.

BACKGROUND:

On October 8, 2019, your Board approved an agreement with StarVista for mental health services and substance use disorder treatment services, for the term of July 1, 2019 through June 30, 2021, in an amount not to exceed \$8,821,793.

On May 5, 2020, your Board approved an amendment to the agreement with StarVista adding youth and adult Mental Health First Aid (MHFA), for the term January 1, 2020 through June 30, 2021, increasing the amount by \$78,948 to an amount not to exceed \$8,900,741. MHFA is a highly interactive public education program that teaches attendees how to help individuals experiencing mental illness and/or substance use challenges to connect to an appropriate level of care.

On July 7, 2020, your Board approved an amendment to the agreement with StarVista for the Early Childhood Community Team (ECCT), the Health Ambassador Program for Youth (HAP-Y), and Trauma-Informed Co-Occurring Prevention for Youth (TCP-Y), extending the term through June 30, 2021 and increasing the amount by \$1,517,740 to an amount not to exceed \$10,418,481.

On January 12, 2021, your Board approved an amendment to the agreement with

StarVista to reduce the Measure K funded ECCT, terminate mild to moderate services authorized by the Mental Health Plan on September 30, 2020, add technology supports for clients and families, and add suicide prevention activities, increasing the amount by \$42,654 to an amount not to exceed \$10,461,135, with no change to the agreement term.

On June 8, 2021, your Board approved an amendment to the agreement with StarVista for Youth Stabilization, Opportunity, and Support start-up activities, increasing the amount by \$243,550 to an amount not to exceed \$10,704,686, with no change to the agreement term.

On February 28, 2019, Behavioral Health and Recovery Services (BHRS) issued a Request for Proposals for Youth Mobile Crisis Response and Prevention. StarVista submitted a proposal and was selected to provide these services.

DISCUSSION:

StarVista currently provides: 1) ECCT services to young children; 2) staffing of the Co-Chair of the Diversity and Equity Council; 3) TCP-Y services; 4) texting and social media support through its Crisis Hotline; 5) recruitment of youth ages 16-24 years that have experienced mental health and substance use challenges to participate in HAP-Y training and community outreach; 6) youth and adult mental health first aid; 7) technology supports for clients and family members that do not have the resources to purchase the technology they need; and 8) additional suicide prevention activities that support the planning, application process, selection and implementation of mini-grants. Additionally, through the pride center serving the Lesbian Gay Bisexual Transgender Queer (LGBTQ) community, StarVista continues to address the complex and various needs of LGBTQ persons at high risk for serious mental illness and/or serious emotional disability by providing counseling and crisis intervention, case management, peer support services, and substance use services. Start-up activities support the infrastructure needed for full-scale implementation of the Youth S.O.S Team and an interim warm handoff response to the Family Urgent Response System, (FURS) Statewide hotline for foster youth and their caregivers. Lastly, through the Drug Medi-Cal Organized Delivery System waiver, StarVista provides expanded substance use disorder treatment services for children, youth, families, adults, and older adults.

It is now necessary to amend this agreement for the expansion of Crisis Intervention Services to embed a licensed clinician in the police departments of the City of San Mateo; the City of South San Francisco; the City of Daly City; the City of Redwood City, in a pilot program to City and County response to community members experiencing mental health crisis.

We are amending the contract now to initiate these services, while the full contract renewal and services are currently in negotiations and will be brought to your Board at a future date.

The resolution contains the County’s standard provision allowing amendment of the County’s fiscal obligations by a maximum of \$25,000 (in aggregate).

The amendment and resolution have been reviewed and approved by County Counsel as to form.

It is anticipated that hospitalizations for behavioral health crisis will decrease by 5% each year.

PERFORMANCE MEASURE:

Measure	FY 2020-21 Actual	FY 2021-22 Estimated
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Percentage of decreased hospitalizations	5%	5%
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FISCAL IMPACT:

The term of the amended agreement is July 1, 2019 through June 30, 2022. The amount of the amended agreement is not to exceed \$11,581,446 for the three-year-term. The amendment increases the contract maximum by \$876,760 and is included in the BHRS FY 2021-22 Recommended Budget. Of the increase, it is anticipated that the that Miscellaneous Revenues and Intrafund transfers will fund \$876,760 or 100% of the cost. There is no Net County Cost.

RESOLUTION NO. .

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

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RESOLUTION AUTHORIZING AN AMENDMENT TO THE AGREEMENT WITH STARVISTA FOR THE EXPANSION OF CRISIS INTERVENTION SERVICES TO EMBED A LICENSED CLINICIAN IN THE POLICE DEPARTMENTS OF; THE CITY OF SAN MATEO; THE CITY OF SOUTH SAN FRANCISCO; THE CITY OF DALY CITY; THE CITY OF REDWOOD CITY, IN A PILOT PROGRAM TO CITY AND COUNTY RESPONSE TO COMMUNITY MEMBERS EXPERIENCING MENTAL HEALTH CRISIS, EXTENDING THE TERM THROUGH JUNE 30, 2022 AND INCREASING THE AMOUNT BY \$876,760 TO AN AMOUNT NOT TO EXCEED \$11,581,446

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

WHEREAS, on October 8, 2019, your Board approved an agreement with StarVista to provide mental health services and substance use disorder treatment services, for the term July 1, 2019 through June 30, 2021, for a maximum obligation of \$8,821,793, and

WHEREAS, on May 5, 2020, your Board approved an amendment to the agreement with StarVista for Youth and Adult Mental Health First Aid, increasing the amount of the agreement by \$78,948 to an amount not to exceed \$8,900,741, with no change to the agreement term; and

WHEREAS, on July 7, 2020, your Board approved an amendment to the agreement with StarVista for the Early Childhood Community Team, the Health Ambassador Program for Youth, and Trauma-Informed Co-Occurring Prevention for Youth, extending the agreement term through June 30, 2021 and increasing the amount

by \$1,517,740 to an amount not to exceed \$10,418,481; and

WHEREAS, on January 12, 2021, your Board approved an amendment to the agreement with StarVista to reduce the Measure K funded Early Childhood Community Team, terminate mild to moderate services authorized by the Mental Health Plan on September 30, 2020, add technology supports for clients and families, and add suicide prevention activities, increasing the amount by \$42,654 to an amount not to exceed \$10,461,135, with no change to the agreement term; and

WHEREAS, on June 8, 2021, your Board approved and amendment to the agreement with StarVista for Youth Stabilization, Opportunity, and Support start-up activities, increasing the amount by \$243,550 to an amount not to exceed \$10,704,686, with no change to the agreement term; and

WHEREAS, there has been presented to this Board of Supervisors for its consideration and acceptance an amendment to the agreement with StarVista for the expansion of Crisis Intervention Services, embedding a licensed clinician in the police departments of; the City of San Mateo; the City of South San Francisco; the City of Daly City; the City of Redwood City, in a pilot program to City and County response to community members experiencing mental health crisis, extending the term through June 30, 2022 and increasing the amount by \$876,760 to an amount not to exceed \$11,581,446; and

WHEREAS, this Board has approved it as to both form and content and desires to enter into the amended agreement.

NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED, that the

President of this Board of Supervisors is hereby authorized and directed to execute said amendment to the agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

BE IT FURTHER RESOLVED, that the Chief of San Mateo County Health or designee is hereby 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.

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

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

W I T N E S S E T H:

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

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

WHEREAS, on May 5, 2020, our Board approved an amendment to the agreement with StarVista for Youth and Adult Mental Health First Aid, increasing the amount of by \$78,948 to \$8,900,741, with no change to the agreement term; and

WHEREAS, on July 7, 2020, our Board approved an amendment to the agreement with StarVista for the Early Childhood Community Team, the Health Ambassador Program for Youth, and Trauma-Informed Co-Occurring Prevention for Youth, extending the term through June 30, 2021 and increasing the amount by \$1,517,740 to an amount not to exceed \$10,418,481; and

WHEREAS, on January 12, 2021, your Board approved an amendment to the agreement with StarVista to decrease Measure K funding for the Early Childhood Community Team, terminate mild to moderate mental health services authorized by the Mental Health Plan September 30, 2020, add technology supports for clients, and add Suicide Prevention Month activities, increasing the amount of the agreement by \$42,654 to an amount not to exceed \$10,461,135, with no change to the agreement term; and

WHEREAS, on June 8, 2021, your Board approved and amendment to the agreement with StarVista for Youth Stabilization, Opportunity, and Support start-up activities, increasing the amount by \$243,550 to an amount not to exceed \$10,704,686, with no change to the agreement term; and

WHEREAS, the parties wish to amend the agreement for the expansion of Crisis Intervention Services, embedding a licensed clinician in the police departments of; the City of San Mateo; the City of South San Francisco; the City of Daly City; the City of Redwood City, in a pilot program to City and County response to community members experiencing mental health crisis, extending the term through June 30, 2022 and increasing the amount by \$876,760 to an amount not to exceed \$11,581,446; and

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

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

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A.1.5, A.2.5, and A.3.5, A.4.5" County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B.1.5, B.2.5 and B.3.5, B.4.5" The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ELEVEN MILLION FIVE HUNDRED EIGHT-ONE THOUSAND FOUR HUNDRED FORTY-SIX DOLLARS (\$11,581,446).

2. Exhibit A.1.4, A.2.4 and A.3.4 is hereby deleted and replaced with Exhibit A.1.5, A.2.5, A.3.5, A.4.5 attached hereto.
3. Exhibit B.1.4, B.2.4 and B.3.4 is hereby deleted and replaced with Exhibit B.1.5, B.2.5 and B.3.5 attached hereto.
4. All other terms and conditions of the agreement dated October 8, 2019, between the County and Contractor shall remain in full force and effect.

*** SIGNATURE PAGE TO FOLLOW ***

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

STARVISTA



Contractor's Signature

Date: 08/02/2021

EXHIBIT A.4.5 – SERVICES
STARVISTA
COMMUNITY WELLNESS AND CRISIS RESPONSE TEAM
FY 2019 – 2022

In consideration of the payments set forth in Exhibit B.4.5, Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Behavioral Health and Recovery Services (BHRS) and StarVista shall develop the Community Wellness Crisis Response Team (CWCRT) Pilot Program, to improve law enforcement response to community members experiencing mental health crisis. Designed based on best practice models in other jurisdictions, the Pilot Program will enhance City and County response to incidents involving individuals experiencing mental health crises, by supplementing that response with the engagement of a Starvista Clinician assigned to work with each partner police department. The Starvista Clinician will assist in the first response by providing early intervention, referrals to therapeutic hospitalizations, and guidance to support services for individuals in mental health crisis.

The terms are set forth in this Exhibit A.4.5 of the working relationship between BHRS and StarVista, collectively referred to as the Parties, for the provision of embedding licensed Mental Health Clinicians in law enforcement agencies in support of CWCRT.

A. Services

In an effort to achieve a healthy and integrated community, this represents a collaboration among the Parties to jointly exercise their common powers to enhance community linkages and help stabilize and improve the health and well-being of persons experiencing mental health crises. Important outcomes include, but are not limited to: residential stability, improved mental health, reduced use of acute and emergency services, and reduced contact with the criminal justice system.

The CWCRT will enhance law enforcement response to community members in mental health crisis. Law enforcement staff will be dispatched to the scene, and a Mental Health Clinician will simultaneously be dispatched to the scene if a mental health crisis is suspected. The goal of the immediate response will be to de-escalate the crisis. The Mental Health Clinician will then assess the client and determine the best course of action (e.g., 5150, referral for treatment, etc.). One of the goals of the CWCRT is that individuals in mental health crisis who encounter with law enforcement receive early intervention. Mental Health Clinicians assigned to CWCRT

will have been trained in resources both within BHRS and in the community, and, together, the law enforcement/Mental Health Clinician response team will decide on the best course of action and/or resource or program for the individual. Mental Health Clinician schedules for work hours/days of the week will be based on the call volume and needs of the city in which they work. Generally, shifts will not begin before 7am or end after 9pm or occur on weekends.

Once informed of a suspected mental health crisis within a community, the Mental Health Clinician will respond to the scene, exercising their independent judgment and expertise and in collaboration with the City's law enforcement staff. Law enforcement staff will also be dispatched to the scene. The goal of the immediate response will be 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.).

One of the goals of the Pilot Program is that clients in mental health crisis who come into contact with law enforcement receive early intervention to guide them toward appropriate health services. Mental Health Clinicians assigned to the Pilot Program will have been trained in the range of available mental health resources both within BHRS and in the community and, together, the law enforcement/ Mental Health Clinician response team will decide on the best course of action and/or resource or program for the client.

StarVista Mental Health Clinician

The Mental Health Clinician shall respond to crises where a suspected mental illness is involved, in partnership with the following four (4) police departments: San Mateo, Daly City, South San Francisco and Redwood City. The position requires a 40-hour work week, 8 hours per day, 5 days per week. The schedule for each city will depend on each department's highest call volume. Clinicians will be provided office space/equipment at the police station, a cell phone, and a police radio to respond to calls. This is a co-response model; a clinician will be dispatched and meet a police officer at the scene where there is a crisis involving suspected mental illness.

Starvista acknowledges and agrees that the work/services performed under this agreement by StarVista's clinicians are performed as an independent contractor relative to the cities of South San Francisco, Daly City, San

Mateo or Redwood City (“Cities”) for which they are providing the services. The StarVista clinicians providing services under this Agreement are employees of StarVista and remain employees of StarVista while providing services under this Agreement and pursuant to the Pilot Program, and at no time shall StarVista’s clinicians be deemed employees of the Cities. Neither StarVista nor any of its employees (including, but not limited to the clinicians providing services under this Agreement) acquire any of the rights, privileges, powers or advantages of the employees of the Cities.

The StarVista Mental Health Clinician duties include, but are not limited to the following:

- Perform initial diagnostic evaluation during a crisis noting behavioral symptoms which may indicate organic and/or mental disorders in children, youth, or adults.
- Determine whether individuals are holdable on a W&I 5150 and follow appropriate procedure.
- Determine other resources to connect individuals to who do not meet criteria for 5150.
- Work closely with different law enforcement communities.
- Participate in monthly San Mateo County Field Crisis Consultation Committee (FCCC).
- Perform suicidal/homicidal/Grave Disability risk assessments.
- Conduct home visits and/or field-based services.
- Crisis Intervention.
- Provide outreach counseling and refer clients to appropriate behavioral health resources.
- Collect and evaluate medical or psychosocial data such as case histories, behavior patterns and family relationships of patients/clients.
- Follow up with individuals where appropriate who are reluctant to engage with resources.
- Work as a psychiatric team member with other treatment disciplines.
- Utilize Trauma Informed Care and other Evidence-based practices.
- Provide consultation and education services.
- Ability to work weekends.
- Perform related duties as assigned.

Mutual Responsibilities of Parties

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, and handling and disposition of data generated by CWCRT participants.

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.

The Parties, with BHRS as the lead, will develop relevant training plans for County, Contractor and City 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.

BHRS Responsibilities

- 6.1 BHRS shall be responsible for each of the following:
- Conduct training of four Contractor licensed Mental Health Clinicians on topics which will include, but may not be limited to;
 - 5150 certification training,
 - Orientation to BHRS and community mental health and substance use services and resources within San Mateo County,
 - De-escalation
 - Law enforcement culture/practices related to behavioral health
 - BHRS/Community partner resource training
 - Other training necessary for success in the field and
 - Provide Avatar electronic health record log-ins for Contractor Mental Health Clinicians for the purpose of client look-ups and document billable and nonbillable mental health services
 - Hold meetings with law enforcement, city partners, and Contractor for the purpose of contract monitoring, pilot outcomes and CWCRT development quarterly or on an as needed basis

StarVista Responsibilities

- 6.2 StarVista shall be responsible for each of the following:
- Ensure supervision of licensed Mental Health Clinicians assigned to designated law enforcement units
 - Ensure Mental Health Clinicians document, maintain and report performance/outcome data as agreed upon by the parties in conjunction with the Gardner Center
 - Ensure Mental Health Clinicians possess and maintain a valid license to engage in the practice of therapy in the State of California (LCSW or LMFT)

- Mental Health Clinicians will respond to calls made to 911 from or about individuals in the community who may be experiencing a mental health crisis, in conjunction with, and as soon as practical with, law enforcement personnel to assist individuals in mental health crises
- Mental Health Clinicians will conduct mental health assessments in the field to determine the next best course of action for the client
- Mental Health Clinicians will provide follow-up interactions with community members, when appropriate within 3 hours (via telephone or in person) of the initial crisis particularly in the event that a disengagement strategy is implemented. The Mental Health Clinician should continue to try and follow up with the community member(s) at least 3 times before closing the case.
- 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
- Mental Health Clinicians will be a conduit for referring individuals to the local crisis residential treatment facility or psychiatric emergency services, as clinically appropriate
- Mental Health Clinicians will attend Field Crisis Consultation Committee monthly meetings (FCCC)
- Mental Health Clinicians will use the BHRS electronic health record, Avatar, to document all individual encounters in the field as well as any collateral information following BHRS documentation standards and will participate in BHRS documentation training.
- Mental Health Clinicians for this pilot must take and pass required training to become 5150 certified
- StarVista leadership will participate with designated BHRS Contract Monitor in bi-weekly meetings to discuss pilot progress, outstanding issues and/or obstacles to the outcomes of CWCRT

Program Outcomes

1. The outcomes of the CWCRT Team services include:
 - a. Decreased mental health emergency service visits;
 - b. Decreased hospitalization for behavioral health crises;
 - c. Increased linkages to services/resources for individuals and/or families and caregivers experiencing mental health crises;

- d. Improved capacity of family/caregivers to recognize the need for intervention and ability to seek services when needed.

Special Terms and Conditions

Coordination and Oversight

The assigned StarVista managers will be responsible for the day-to-day coordination of the program operations and problem resolution with respect to Mental Health Clinicians.

BHRS and StarVista will identify participants for the bi-weekly oversight meetings and will convene said monthly meetings to monitor the progress of CWCRT towards its objectives, review any operational issues that have arisen through this effort, and identify items for ongoing work plan.

Conflict Resolution

In the event of disagreements or conflicts between or among Parties to this Appendix, or with regard to the police agencies (the cities), the disagreement or conflict will be elevated initially to the StarVista supervisor and/or the cities designate. If consultation at that level does not resolve the disagreement or conflict, then the BHRS Clinical Services Manager and the designated point of contact for the law enforcement agency shall meet and confer and attempt to resolve the matter. Finally, if the disagreement or conflict remains, the BHRS Deputy Director of Adult and Older Adult Services and the Chief of the relevant Police Department(s) shall meet and confer. StarVista will participate in the entire resolution process, including the participation of the StarVista CEO should meet and confer with the Chief of Police be required.

If the disagreement or conflict pertains to the performance of the assigned Mental Health Clinician and the disagreement or conflict is not resolved through the steps described above, StarVista shall remove the assigned Mental Health Clinician and exercise reasonable diligence to identify and provide a qualified replacement.

Staffing and Supervision

CWCRT will consist of four full time Mental Health Clinicians who must be licensed (LMFT, LCSW) to provide mental health services by appropriate State of California licensing authorities. StarVista will be responsible for hiring the licensed Mental Health Clinicians 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 in the course of CWCRT.

Records and Confidentiality

Records created by the Mental Health Clinician shall be considered County records, free from the control and direction of any 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.

All Parties agree that all Mental Health Clinicians are StarVista employees for the purposes of this Appendix, and for purposes of meeting privacy requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). BHRS will train these members of the workforce 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 for the Mental Health Clinicians 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 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 of time if required by other regulations or licenses).

Jurisdiction

At no time should the Mental Health Clinicians operate in any jurisdiction other than one of the four cities that have agreed to be part of CWCRT

B. Health Order Compliance

1. Health Order Compliance Requirements

Contractor shall comply with all current health orders issued by the State Department of Health and the County Health Officer until such orders are lifted or deemed no longer necessary for health reasons by the State Department of Health and/or the San Mateo County

Health Officer. Current health orders can be found at: <https://covid19.ca.gov/> and at <https://covid19.ca.gov/safer-economy/> for statewide information and at: <https://www.smchealth.org/health-officer-updates/orders-health-officer-quarantine-isolation> for County information.

At a minimum, Contractor will ensure the following:

- a. All clients, staff and volunteers are required to wear face coverings, exceptions can be made for the children served as allowed under state and County health guidelines.
- b. Contractor will create and implement protocols for personal protective equipment (PPE) use, handwashing, isolation for clients who test positive for COVID-19, and visitor protocols (if allowed under the current health order and in compliance with health order requirements (mass testing, which can be met by participating in the BHRS Surveillance Program)).
- c. The requirements and protocols mentioned in items a and b above, as well as all the identified strategies related to the pandemic, should be organized into a basic COVID-19 Plan. The plan should identify what impacts and hazards the pandemic poses for your organization, your response to mitigate these impacts and hazards, thresholds that balance workforce location between telework to in office to face to face services for clients, for example. This simple, living document, should reflect what is important to your organization and how you will manage during the pandemic,

2. Service Delivery During Health Order Restrictions

Contractor will create and implement alternate options for service delivery; such as using the telephone and/or online sessions via a virtual platform (such as Zoom, Teams, etc.), if services cannot be performed face-to-face. The virtual platform selected by the Contractor must have security protocols that ensure health information and the identity of clients is protected.

In the event that the Contractor cannot transition from face-to-face services to a virtual format, or other contracted work cannot be performed, Contractor will notify the BHRS Program Manager to develop alternatives to providing deliverables and/or cancelation of services if a solution cannot be reached. If services are canceled or cannot be performed, funding shall be reduced commiserate with the reduction of services.

II. ADMINISTRATIVE REQUIREMENTS

A. Disaster and Emergency Response Plans

CONTRACTOR will develop and maintain a Disaster and Emergency Response Plan (“Emergency Plan”) that includes all of 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

1. Quality Management Program and Quality Improvement Plan

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

2. Referring Individuals to Psychiatrist

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

3. Medication Support Services

For Contractors that provide or store medications: Contractor will store and dispense medications in compliance with all pertinent state and federal standards. Policies and procedures must be in place for dispensing, administering and storing medications consistent with BHRS Policy 99-03, Medication Room Management and BHRS

Policy 04-08 Medication Monitoring located at www.smchealth.org/bhrs-documents. In particular:

- a. Medications are logged in, verified, counted and added to inventory sheets.
- b. All medications obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
- c. Medications intended for external use only are stored separately from medications intended for internal use; food and blood samples are stored in separate refrigerators.
- d. All medications are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.
- e. Medications are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
- f. Medications are disposed of after the expiration date and recorded.
- g. Injectable multi-dose vials are dated and initialed when opened.
- h. A medications log is maintained to ensure that expired, contaminated, deteriorated and abandoned medications are disposed in a manner consistent with state and federal laws.
- i. "Stock" medications that are not prescribed by the client's physician may not be used (for example, Tylenol).

4. Record Retention

Paragraph 14 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of ten (10) years, except the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until ten (10) years beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards.

Contractor may maintain records for a longer period of time if required by other regulations or licenses.

5. Documentation of

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

System of Care (SOC) Short-Doyle MediCal Mental Health Providers shall document in accordance with the BHRS Mental Health & AOD Documentation Manual located online at:

<https://www.smchealth.org/sites/main/files/file-attachments/bhrsdocmanual.pdf>

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

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

7. Audits

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

8. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

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

b. Beneficiary/Patient's Rights

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

c. Advance Directives

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

9. 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>.

10. 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.

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

a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and

procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty-four (24) hours.

- b. Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- c. Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:
 - 1) Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;
 - 2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and
 - 3) Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.
- d. Confidentiality Training

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

12. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management (via fax # 650-525-1762) when there are unusual events, accidents, errors, violence or significant injuries requiring medical treatment for clients, staff or members of the

community. (Policy #93-11 and 45 C.F.R. § 164, subpart C, in compliance with 45 C.F.R. § 164.316.)

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

13. Ineligible Employees

Behavioral Health and Recovery Services (BHRS) requires that contractors comply with Federal requirements as outlined in 42 CFR (438.608) Managed Care Regulations. Contractors must identify the eligibility of employees, interns, or volunteers prior to hiring and on a monthly basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting Form, Policy#93-11) should a current employee, intern, or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns, and volunteers by following procedures included in BHRS Policy # 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.

14. Compliance Plan and Code of Conduct

Contractor will annually read and be knowledgeable of the compliance principles contained in the BHRIS 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 BHRIS 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 BHRIS clients. Contractor may utilize BHRIS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

15. Fingerprint Compliance

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

1. 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
2. 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.

16. Staff

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

17. Minimum Staffing Requirements

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

20. 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.

C. Cultural

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.

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Analyst/Program Manager and the 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:

- a. Implementation of policies and practices that are related to promoting diversity and cultural competence, such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance.
- b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).

- c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation in health records to improve service provision and help in planning and implementing CLAS standards.
 - d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner.)
 - e. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.
2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend 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>.
3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If Contractor is unable to provide services in those languages, Contractor is expected to contact their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact ODE.
4. Contractor will translate relevant and appropriate behavioral health- related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS- sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to ODE by March 31st, copies of Contractor's health-related materials in English and as

translated.

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

D. Availability and Accessibility of Service

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

III. GOALS AND OBJECTIVES

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

Goal 1: Law enforcement staff and Mental Health Clinicians 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.

Goal 4: Mental Health Clinicians will provide clinical consultation, training, and support to law enforcement personnel in the field.

Goal 5: Mental Health Clinicians will 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.

The Parties agree to meet and confer periodically to assess and revise program goals, and to add new program goals, as appropriate. This includes consideration of opportunities to support Mental Health Clinicians as primary responders in designated situations where mental health crisis is a factor.

*** END OF EXHIBIT A ***

EXHIBIT B.4.5 – PAYMENTS AND RATES
STARVISTA
COMMUNITY WELLNESS AND CRISIS RESPONSE TEAM
FY 2019 – 2022

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 ELEVEN MILLION FIVE HUNDRED EIGHT-ONE THOUSAND FOUR HUNDRED FORTY-SIX DOLLARS (\$11,581,446).

B. Community Wellness Crisis Response Team

County shall pay up to a maximum of EIGHT HUNDRED SEVENTY-SIX THOUSAND SEVEN HUNDRED SIXTY DOLLARS (\$876,760) for services provided under Exhibit A.4.5 of this Agreement.

Contractor shall be reimbursed the full cost of providing services. Unless otherwise authorized by the Chief of San Mateo County Health or designee, the monthly payment by County to Contractor for the services shall be one-twelfth (1/12) of the total obligation for those services or SEVENTY-THREE THOUSAND SIXTY-THREE DOLLARS (\$73,063).

C. Contractor's annual FY 2021-22 budget is attached and incorporated into this Agreement as Exhibit C.

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

- D. 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.
- E. 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.
- F. 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.
- G. In the event this Agreement is terminated prior to June 30, 2022, 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.
- H. 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.
- I. The contracting parties shall be subject to the examination and audit of the Department of Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).
- J. 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.
- K. Monthly Invoice and Payment
 - 1. Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. The invoice shall clearly 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. Payment by County to Contractor shall be monthly. Claims that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims that are received 180 days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Claims may be sent to BHRS-Contracts-Unit@smcgov.org: OR

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

- L. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of San Mateo County Health or designee.
- M. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its

option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.

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

- O. 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.

- P. Inadequate Performance

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

- Q. 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.

R. 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.

S. 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 BHRS 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.

T. 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.4.5 ***

Exhibit C
Community Wellness and Crisis Response Team Budget
FY 2021-22

Revenue:			
	CWCRT Contract	876,760	
	Total Revenue	876,760	
Personnel Expenses			
	Salary - Personnel		
		MH Clinician (1.0 FTE)	115,000
		MH Clinician (1.0 FTE)	115,000
		MH Clinician (1.0 FTE)	115,000
		MH Clinician (1.0 FTE)	115,000
		Department Director (0.5 FTE)	70,000
	Benefits: Fringe (Medical, Dental, Vision, Life), PR Taxes, Workers Compensation	148,400	@28%
	Total Personnel Expenses	678,400	
Operating Expenses			
	Telephone Costs - Cellphones (Hardware and Subscription)	10,000	cellphone @ \$1,000 each, plus subscription (\$125/month x 4 MH Clinicians x 12 months)
	Recruitment Costs - Recruitment, Health Screening, Fingerprinting, Hiring Incentives	74,000	
	Other - Indirect Costs	114,360	@15%
	Total Operating Expenses	198,360	
	Total Expenses	876,760	
	Net Income (Loss)	0	