

**SUB-RECIPIENT AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND STARVISTA**

This Agreement is entered into this _____ day of _____, 20____, by and between the County of San Mateo, hereinafter called "County," and the StarVista hereinafter called "Contractor";

W I T N E S S E T H:

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 professional services.

Whereas, the award of this Agreement is made pursuant to:

1. Federal Catalog Number (CFDA): #93.959
2. Federal Data Universal Number (DUNS): 07-523-6401
3. Federal Award Period of Performance: 7/01/21-6/30/22
4. Federal Awarding Agency: DHCS
5. Federal Award Project Description: Substance Abuse Prevention and Treatment (SAPG) Block Grant

Whereas, the County is hereby awarding the following Federal Funds:

1. Insert Amount of Federal funds obligated by this action to sub-recipient:
THREE HUNDRED SEVEN THOUSAND ONE HUNDRED FORTY DOLLARS (\$307,140)
2. This Is not a Research and Development Award

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

1. Exhibits and Attachments

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

Exhibit A.1, A.2, A.3 and A.4—Services
Exhibit B.1, B.2, B.3 and B.4—Payments and Rates
Exhibit C—Contractor's Budget
Attachment C—Election of the Third-Party Billing Process

Attachment D—Payor Financial Form
Attachment E—Fingerprinting Certification
Attachment H—HIPPA Business Associate Requirements
Attachment I—§ 504 Compliance
Attachment L—DHCS Legal and Regulatory Requirements
Attachment M—MHSA Annual Report
Attachment P—Personally Identifiable Information Requirements
Attachment T—Disaster and Emergency Response Plan Sample Template
Attachment U—Devise User Agreement and Waiver Sample
Attachment V—Technology Supports for Clients Tracking Log
Attachment W—Vehicle Use MOU

2. Definitions

1. “CCR” means the California Code of Regulations.
2. “CFR” means the Code of Federal Regulations.
3. “DUNS” means the Data Universal Numbering System, a nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.
4. “Cal. Gov. Code” means the California Government Code.
5. “OMB” means the Office of Management and Budget.
6. “PCC” means the California Public Contract Code.
7. “Reimbursable item” means “allowable cost” and “compensable item”.
8. “State” means the State of California.
9. “Contractor” means StarVista since it is the legal entity that receives funds from County to carry out part of a federal award identified in this Agreement.
10. “USC” means the United States Code.
11. “W & I Code” means the California Welfare and Institutions Code.

3. Services to be Performed by Contractor

In consideration of the payments set forth herein and in Exhibit B.1, B.2, B.3 and B.4, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit A.1, A.2, A.3 and A.4.

4. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit A.1, A.2, A.3 and A.4, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B.1, B.2, B.3 and B.4. 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 SIX MILLION NINE HUNDRED TWENTY THOUSAND FIVE HUNDRED SEVENTY-SEVEN DOLLARS (\$6,920,577).

County reserves the right to refuse payment to Contractor or disallow costs for any expenditure, as determined by County to be in conflict with the terms and conditions of this Agreement, outside the scope of work of this Agreement, when adequate supporting documentation is not presented or where prior approval was required but was either not requested or not granted.

The Contractor will submit invoices and monthly program reports to Behavioral Health and Recovery Services (BHRS) by the tenth (10th) of each month. Program performance data will be submitted in a timely, complete, accurate, and verifiable manner using the BHRS approved reporting procedures. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period. Refer to Exhibit B for specific fiscal requirements. Upon notification from BHRS, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two (2) months past the month of service may not be reimbursed. Invoice(s) for June will be due by June 1st to facilitate timely payment.

5. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2021 through June 30, 2022.

- A. This Agreement may be terminated by Contractor, the Chief of San Mateo County Health, or designee at any time without a requirement of good cause upon thirty (30) days written notice to the other party (the "Notice of Termination"). The Notice of Termination shall include the effective date of the notice, a description of the action being taken by the County, including the extent of services terminated, the reason for such action, and any conditions of the termination.
- B. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.
- C. Termination for Cause. The grounds for termination of this Agreement for cause shall include, but are not limited to, the following:

1. Threat against life, health or safety of the public (see exemption from notice requirement, above);
2. A violation of the law or failure to comply with any condition of this Agreement;
3. Inadequate performance or failure to make progress so as to obstruct or undermine implementation of this Agreement;
4. Failure to comply with reporting requirements;
5. Evidence that Contractor is in an unsatisfactory financial condition determined by an audit by County or evidence of a financial condition that obstructs or undermines performance of this Agreement and/or results in the loss of other funding sources;
6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business;
7. Appointment of a trustee, receiver, or liquidator for all or substantial part of Contractor's property, or institution of bankruptcy reorganization or the arrangement of liquidation proceedings by or against the Contractor;
8. Service of any writ of attachment, levy or execution, or commencement of garnishment proceedings against Contractor's assets or income;
9. The commission of an act of bankruptcy;
10. Finding of debarment or suspension;
11. Contractor's organizational structure has materially changed; and
12. County determines that Contractor may be considered a "high risk" agency as described in 45 CFR § 92.12 for local government and 45 CFR § 74.14 for non-profit organizations. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement by Contractor, County shall retain the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. A waiver by County of any occurrence of breach or default is not a waiver of subsequent occurrences and shall be limited to that particular occurrence.

- D. Contractor's Obligation After Notice of Termination. After receipt of a Notice of Termination, and except as directed by County in writing, Contractor shall proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

Contractor shall:

1. Stop work as specified in the Notice of Termination;
 2. Place no further subcontracts for materials, or services, except to the extent necessary to complete any portion of the Agreement that has not been terminated;
 3. Terminate all subcontracts to the extent they related to the work terminated; and
 4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause).
- E. Emergency Notice Exemption. Notwithstanding any other provision to the contrary in this Agreement, termination of this Agreement shall take effect immediately in the case of an emergency, such as threat to life, health, or safety of the public. In case of such emergency, a Notice of Termination is still required and shall include the date of the notice, a description of the action being taken by the County, including the extent of services terminated, the reason for such action, and any condition of the termination.
- F. If Contractor or any of its sub-grantees materially fails to comply with any term of this Agreement; federal, state or local laws, an assurance, state plan or application, notice of award, this Agreement, or any other applicable rule, the County may take any or all of the following actions it deems appropriate in the circumstances:
- i. Temporarily withhold payment for services pending correction of the deficiency by Contractor or its sub-grantee(s).
 - ii. Disallow all or part of the cost of the service, activity or action not in compliance.
 - iii. Suspend the Agreement in whole or part.
 - iv. Suspend eligibility for future agreements
 - v. Other remedies that may be legally available, or shown in the Agreement.

6. Availability of Funds

Notwithstanding the provisions for termination in paragraph 5 above, County may terminate this Agreement or any portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding. Such termination shall be effective immediately unless otherwise agreed upon by County and Contractor in writing.

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 the County and that Contractor acquires none 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, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and 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 ("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.

9. Assignability and Subcontracting

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

- A. Contractor will assure that any authorized subcontracts with a third party for services complies with all terms and conditions set forth in this Agreement and pursuant to the requirements of applicable federal, state and local law, including but not limited to Title 2 of the CFR.
- B. Debarment and Suspension: Contractor will assure that as provided in CFR, Title 2 as applicable, that it must not award subcontracts with at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.
- C. Procurement of Sub-contractors: Contractor's procurement procedures must conform to applicable federal, state and local law including procedures outlined in Title 2 of the CFR. In the event of any conflict between federal, state, and local requirements, the most restrictive requirement must be applied.
- D. Monitoring: Contractor will be responsible for managing and monitoring routine operations of services performed under this Agreement including each project, program, sub grants or any other function supported by Contractor's sub-contractors/sub-grantees to ensure compliance with all applicable terms and conditions of this Agreement, including the requirements in Title 2 of the CFR. If Contractor at any time discovers that services under this Agreement have not been used in accordance with the terms and conditions of this Agreement including federal, state and local law, Contractor will take action to recover such funding.
- E. Duties as Pass-through Entity: Contractor must perform functions required under federal, state and local law for a pass-through entity when awarding any part of this Agreement to other third-party entities.

10. 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 the forfeiture of any right to compensation under this Agreement.

11. Insurance

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.

A. **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, (a) that 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) that it will comply with such provisions before commencing the performance of work under this Agreement.

B. **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:

i. Comprehensive General Liability...	\$1,000,000
ii. Motor Vehicle Liability Insurance...	\$1,000,000
iii. 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.

12. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state and local laws, ordinances, and regulations, 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. 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 or regulation, the requirements of the applicable law or regulation 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 4.106 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.

A. Standards for financial management systems: Contractor and its subcontractors/grantees will comply with the requirements of CFR, Title 2 including, but not limited to: fiscal and accounting procedures; accounting records; internal control over cash, real and personal property, and other assets; budgetary control to compare actual expenditures or outlays to budgeted amounts; source documentation; and cash management.

B. Period of availability of funds: Pursuant to CFR, Title 2 as applicable,

Contractor may only charge to this Agreement costs resulting from obligations incurred during the funding period of the federal and state awards for the term specified in this Sub Recipient Agreement, unless carryover of this balance is specifically identified in payment section of this Agreement. All obligations incurred under this Agreement must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.

C. Matching or cost sharing: Pursuant to CFR, Title 2 as applicable, matching or cost sharing requirement applicable to the federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state and local laws.

D. Program income: Program income must be used and accounted for as specified in CFR, Title 2.

E. Real Property: If Contractor is authorized to use funds pursuant to this Agreement for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of CFR, Title 2.

F. Equipment: Title, use, management (including record keeping, internal control, and maintenance) and disposition of equipment acquired by Contractor or its sub-contractors/grantees with federal funding awarded under this Agreement will be governed by the provisions of CFR, Title 2, as applicable.

G. Supplies: Title and disposition of supplies acquired by Contractor or its sub-contractor with federal funding pursuant to this Agreement will be governed by the provisions of CFR, Title 2, as applicable.

13. Non-Discrimination and Other Requirements

Contractor shall comply with all applicable anti-discrimination federal, state and local law, including the laws referenced in the Contractor Certification Clauses (CCC 307) which are hereby incorporated by reference. In addition, Contractor shall comply with the following:

Equal Access to Federally Funded Benefits, Programs and Activities

Contractor shall ensure compliance with Title VI of the Civil Rights Acts of 1964 [42 USC § 2000d; 45 CFR Part 80], which prohibits recipients of federal financial assistance from discrimination against persons based on race, color, religion, or national origin.

Equal Access to State-Funded Benefits, Programs and Activities

Contractor shall, unless exempted, ensure compliance with the requirement of Cal. Gov. Code §§ 11135 to 11139.5; 22 CCR § 98000, *et seq.*, which prohibit recipients of state financial assistance from discriminating against persons based

on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323, Chapter 182, Statutes of 2006].

Contractor assures that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant of the ADA. [42 USC § 12101, *et seq.*]

- 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 handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. 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.* Contractor shall comply fully with the nondiscrimination requirements of 41 CFR § 60-741.5(a), which is incorporated herein as if fully set forth.
- 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 Manager 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 Agreement. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within thirty (30) days of such filing, provided that within such thirty (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 Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i) termination of this Agreement;
- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to three (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 Manager.

To effectuate the provisions of this Section, the County Manager 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.

In compliance with Cal. Gov. Code § 11019.9, Civil Code §1798, *et seq.*, Management Memo 06-12 and Budget Letter 06-34, Contractor will ensure that confidential information is protected from disclosure in accordance with applicable laws, regulations, and policies.

Contractor shall adhere to 48 CFR § 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower Protections," of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).

14. Compliance with Contractor 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 if this Agreement's total value listed in Section 4 above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

15. Retention of Records, Right to Monitor and Audit

- A. Contractor shall maintain all required records for seven (7) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of County, a Federal grantor agency, and the State of California. Records must include sufficient detail to disclose: services provided to program participants; administrative cost of services provided to program participants; charges made and payments received for items identified in the provision of services to program participants and administrative cost of services provided to program participants; and cost of operating organizations, agencies, programs, activities and functions as prescribed in CFR, Title 2.
- B. Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State, and local agencies, and as required by 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 representatives, 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.
- D. Contractor shall provide for timely audits as required by CFR, Title 2, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of CFR, Title 2, Contractor must ensure that it has an audit with a scope that covers funds received under this Agreement.

Contractor must send one (1) copy of the final audit report to County contact shown in Section 18 of this Agreement within two (2) weeks of Contractor's receipt of any such audit report. Contractor agrees to take prompt action to correct problems identified in any such audit including federal, state, County or local authority having audit authority.

Contractor agrees to promptly reimburse County for any funds County pays Contractor or any sub-contractor/grantee of Contractor for an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which County is responsible for under this Agreement.

Contractor shall take prompt correction action, including paying amounts resulting from and adverse findings, sanction or penalty, if County or any federal agency, or other entity authorized by federal, state or local law to determine compliance with conditions, requirements, and restriction applicable to the federal program from which this Agreement is awarded determines compliance has not been achieved.

16. Merger Clause & Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein 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.

17. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, 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 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.

18. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement including Contractor's change of legal name, main address, or name of Director shall be deemed to be properly given when both: (1) 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: Ziomara Ochoa/Deputy Director, Child & Youth Services
Address: 2000 Alameda de las Pulgas, Suite 200, San Mateo
Telephone: (650) 573-3926
Facsimile: (650) 341-7389
Email: zochoa@smcgov.org

In the case of Contractor, to:

Name/Title: Sara Larios/Chief Executive Officer
Address: 610 Elm Street, Suite 212, San Carlos, CA 94070
Telephone: (650) 591-9623
Facsimile: (650) 591-3768
Email: smitchell@star-vista.org

19. 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.

20. Conflict of Interest

- A. Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to,

the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that County determines that a conflict of interest exists, funds may be disallowed by the County and such conflict may constitute grounds for termination of the Agreement.

- B. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

21. Debarment, Suspension, and Other Responsibility Matters

- A. Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency [45 CFR § 92.35];
 - 2. Have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
 - 4. Have not within a three (3) year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default;
- B. Contractor shall report immediately to the County Behavioral Health and Recovery Services ("BHRS") in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents or other evidence of fraud and abuse until otherwise notified by has.
- C. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.

- D. Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors' debarment/suspension status.

22. Contractor's Staff

- A. Contractor shall maintain adequate staff to meet Contractor's obligations under this Agreement.
- B. This staff shall be available to the State and BHRS for training and meetings, as necessary. Contractor shall make every effort to have a representative in attendance of scheduled meetings.

23. Lobbying Certification

Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352. Any person who fails to file the required

certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- E. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

24. Commencement of Work

Should Contractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk or as a mere volunteer and may not be reimbursed or compensated. County has no legal obligation unless and until the contract is approved.

25. Records

- A. Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing audit resolution in accordance with Section 28 of this document. This includes the following: letters of agreement, insurance documentation, Memorandums and/or Letters of Understanding, client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to County. All records pertaining to this Agreement must be made available for inspection and audit by the County and State or its duly authorized agents, at any time during normal business hours.

All such records must be maintained and made available by Contractor: (a) until an audit has occurred and an audit resolution has been issued by the State or unless otherwise authorized in writing by County; (b) for a longer period, if any, as is required by the applicable statute or by any other clause of this Agreement or by B and C below or (c) for a longer period as County deems necessary.

- B. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in subsection A above. Contractor shall ensure that any resource directories and all client records remain the property of County upon termination of this Agreement, and are returned to County or transferred to another Contractor as instructed by County.
- C. In the event of any litigation, claim, negotiation, audit exception, or other action involving Contractor's records, all records relative to such action shall be maintained and made available until every action has been cleared to satisfaction of County and so stated in writing to Contractor.

- D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by County under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR § 200.302, the expenditures will be questioned in the audit and may be disallowed by County during the audit resolution process.
- E. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

26. Access

Contractor shall provide access to the federal, state or County agency, Bureau of State Audits, the Controller General of the United States, or any of their duly authorized federal, state, or County representative to any books, documents, papers, records, and electronic files of Contractor which are directly pertinent to this specific Agreement for the purpose of audit, examination, excerpts, and transcriptions.

27. Monitoring and Evaluation

- A. Authorized state and County representatives shall have the right to monitor and evaluate Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, policies, procedures and procurement, audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.
- B. Contractor shall cooperate with the state and County in the monitoring and evaluation processes, which include making any Administrative program and fiscal staff available during any scheduled process.
- C. Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, or grant agreements monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by the County.

28. Audit

- A. Contractor shall arrange for an audit to be performed pursuant to such amounts as specified by the Single Audit Act of 1984 (Public Law 98-502), the Single Audit Act Amendments of 1996 (Public Law 104-156), and 2 CFR §§ 200.501 to 200.521 [formerly OMB Circular A-133].

A copy shall be submitted to:

Behavioral Health and Recovery Services
Attn: Ritu Modha
Email: rmodha@smcgov.org

The copy shall be submitted within the earlier of thirty (30) days after receipt of the auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number.

For State contracts that do not have CFDA numbers, Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through County.

- B. Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for County and State for review. The fiscal summary for this Agreement is included in Exhibit B.
- C. Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements.

Contract resolution shall include:

- 1. Ensuring that a subcontractor that has expended amounts requiring an audit during the Contractor's fiscal year has met the audit requirements of 2 CFR §§ 200.501 to 200.521 [formerly OMB Circular A-133] as summarized herein;
- 2. Issuing a management decision on audit findings within six months after receipt of the subcontractor's single-audit report and/or other type of audit and ensuring that the subcontractor takes appropriate and timely corrective action;
- 3. Reconciling expenditures reported to County to the amounts identified in the single audit or other type of audit, if the subcontractor was not subject to the single-audit requirements. For a subcontractor who was

not required to obtain a single audit and who did not obtain another type of audit, the reconciliation of expenditures reported to County must be accomplished by the performance of alternative procedures (e.g., risk assessments [2 CFR § 200.331], documented review of financial statements, documented expense verification, including match, etc);

4. When alternative procedures are used, the subcontractor shall perform financial management system testing which provides, in part, for the following:
 - a. Accurate, current, and complete disclosure of the financial results of each federal award or program;
 - b. Records that identify adequately the source and application of funds for each federally funded activity;
 - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes;
 - d. Comparison of expenditures with budget amounts for each federal award;
 - e. Written procedures to implement the requirements of 2 CFR 200.305; and
 - f. Written procedures for determining the allowance of costs in accordance with 2 CFR Part 200, Subpart E-Cost Principles. [2 CFR § 200.302]
 5. The subcontractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents; and
 6. Determining whether the results of the reconciliations performed require adjustment of the subcontractor's own records.
- D. County shall ensure that Contractor's single-audit reports meet 2 CFR Part 200-Subpart F – Audit Requirements [formerly OMB Circular A-133] requirements:
1. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted to the County within 30 days after Contractor's receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first [2 CFR § 200.512];

2. Property procured – use procurement standards for auditor selection [2 CFR § 200.509];
 3. Performed in accordance with General Accepted Government Auditing Standards [2 CFR § 200.514];
 4. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs [2 CFR § 200.515]; and
 5. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F – Audit Requirements [formerly OMB Circular A-133 Compliance Supplement].
- E. Contractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards; County shall have access to all audit reports and supporting work papers, and County has the option to perform additional work, as needed.
- F. A reasonably proportionate share of the costs of audits required by, and performed in accordance with, the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
1. Any costs when audits required by the Single Audit Act and 2 CFR Part 200, Subpart F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 2. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR Part 200, Subpart F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.
 - a. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
- G. Contractor shall cooperate with and participate in any further audits which may be required by County.

29. Dissolution of Entity

Contractor shall notify County immediately of any intention to discontinue existence of the entity or to bring an action of dissolution.

30. Information Integrity and Security

A. Information Assets

Contractor shall have in place operational policies, procedures, and practices to protect State information assets, (i.e. public, confidential, sensitive and/or personal information) as specified in the State Administrative Manual Section 5300 to 5365.3, Cal. Gov. Code § 11019.9, DGS Management Memo 06-12, and DOF Budget Letter 06-34.

Information assets include (but are not limited to):

- Information collected and/or accessed in the administration of the County programs and services; and
- Information stored in any media form, paper or electronic.

B. Encryption on Portable Computing Devices

Contractor is required to encrypt data collected under this Agreement that is confidential, sensitive, and/or personal including data stored on portable computing devices (including but not limited to, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, portable hard drives and backup media).

C. Disclosure

1. Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State and County policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
2. Contractor shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
3. "Identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or

voice print or a photograph.

4. Contractor shall not use such identifying information in paragraph 3 above for any purpose other than carrying out Contractor's obligations under this Agreement.
5. Contractor shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than County without prior written authorization from County. Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

D. Health Insurance Portability and Accountability Act (HIPAA)

Contractor agrees to comply with the privacy and security requirement of the HIPAA to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

31. Security Incident Reporting

A security incident occurs when information assets are accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. Contractor must report all security incidents to BHRS immediately upon detection.

32. Notification of Security Breach to Data Subjects

- A. Notice must be given by Contractor to County and any data subject whose personal information could have been breached.
- B. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation or when necessary measures to restore system integrity are required.
- C. Notice may be provided in writing, electronically or by substitute notice in accordance with State law, regulation or policy.

33. Software Maintenance

Contractor shall apply security patches and upgrades and keep virus software up-to-date on all systems on which State and County data may be used.

34. Electronic Backups

Contractor shall ensure that all electronic information is protected by performing regular backup of automated files and databases, and ensure the availability of information assets for continued business. Contractor shall ensure that any portable electronic media used for backups is encrypted.

35. Right in Data

A. Rights in Data

1. Contractor shall not publish or transfer any materials, as defined in the subsection 2 below, produced or resulting from activities supported by this Agreement without the express written consent of BHRS. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within 30 days after the written request is received by BHRS. BHRS may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit contractors from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
2. As used in this Agreement, the term "subject data" means writing, sounds recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration. Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
3. Subject only to the provisions of this section, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law all subject data delivered under this Agreement.

36. Transition Plan

- A. Contractor shall submit a transition plan to BHRS within ten (10) days of delivery of a written Notice of Termination. The transition plan must be approved by County and shall at a minimum include the following:
 1. Description of how clients will be notified about the change in their service provider;

2. A plan to communicate with other organizations that can assist in locating alternative services;
 3. A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals;
 4. A plan to evaluate clients in order to assure appropriate placement;
 5. A plan to transfer any client records to a new contractor;
 6. A plan to dispose of confidential records in accordance with applicable laws and regulations;
 7. A plan for adequate staff to provide continued care through the term of the contract;
 8. A full inventory and plan to dispose of, transfer or return all equipment purchased with contract funds during the entire operation of the contract; and
 9. Additional information as necessary to effect a safe transition of clients to other community service providers.
- B. Contractor shall implement the transition plan as approved by BHRS. BHRS will monitor Contractor's progress in carrying out all elements of the transition plan.
- C. If Contractor fails to provide a transition plan, the Contractor will implement a transition plan submitted by County to Contractor following the Notice of Termination.

37. Emergency Preparedness

Contractor agrees to assist County in emergency planning and response by providing County client-specific information, as requested by County.

38. 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.

39. Program Changes

Contractor agrees to inform County of any alteration in program or service delivery at least thirty (30) days prior to the implementation of the change, or as soon as reasonably feasible. Notification includes, but is not limited to, service closures due to special events, holidays, cleaning, construction, staff changes.

In witness whereof, the parties hereto, by their duly authorized representatives, have affixed their hands. Execution of this Agreement by the Contractor certifies that the Contractor is compliant with all terms and certifications referenced within the Agreement, Exhibits and Attachments.

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors
San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of the Board of Supervisors
San Mateo County

STARVISTA



Contractor's Signature

Date: 11/15/21

EXHIBIT A.1 – SERVICES
STARVISTA
FY 2021 – 2022

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

In consideration of the payments set forth in Exhibit B.1, Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

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

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

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

All program staff providing services to San Mateo County residents shall be certified or registered as defined in Title 9, CCR, Division 4, Chapter 8. SUD programs and facilities shall be licensed or certified by the DHCS Licensing and Certification Division. Contractors not in compliance with these

requirements shall be subject to corrective action, up to and including fees, withheld payments, or termination of this Agreement.

Services will include the following:

1. Outpatient Services (OP) – ASAM 1.0

OP services shall be provided by a DHCS certified program that is also DMC certified and designated by DHCS or Commission on Accreditation of Rehabilitation Facilities as capable of delivering care consistent with ASAM Level 1.0 treatment criteria.

- a. Outpatient services up to nine (9) hours per week for adults, and up to six (6) hours a week for adolescents as determined to be medically necessary by a Medical Director or LPHA.
- b. Outpatient treatment services for adolescents shall comply with Federal, State and Local regulations and with the Youth Treatment Guidelines set forth and as amended by the DHCS located at:
http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf
- c. Outpatient services shall have of a minimum of two (2) group counseling sessions per month, and at least one (1) hour of individual counseling sessions per month.
- d. Outpatient services shall include intake, individual counseling, group counseling, family therapy, patient education, medication services, collateral services, crisis intervention services, treatment planning, and discharge planning and care coordination. Avatar service codes for each outpatient service are:

Service Description	Service Code(s)
Intake	AD101ODS
Individual Counseling	AD102ODS
Group Counseling	AD103ODS
Individual Patient Education	AD104ODS
Group Patient Education	AD105ODS
Crisis Intervention	AD107ODS
Treatment Planning	AD109ODS
Discharge Planning	AD109ODS
Family Counseling	AD110ODS
Collateral Service	AD111ODS
Case Management	AD61

Physician Consultation	AD97ODS
Urinalysis Testing	AD75
Non-NTP Medication Assisted Treatment	AD601ODSMAT

- e. Services may be provided in-person, or by telephone or telehealth, in any appropriate setting in the community.

2. Intensive Outpatient (IOP) Services – ASAM 2.1

IOP services shall be provided by a DHCS certified program that is also DMC certified and designated by DHCS or CARF as capable of delivering care consistent with ASAM Level 2.1 treatment criteria.

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

Intensive outpatient treatment services for adolescents shall comply with Federal, State and Local regulations and with the Youth Treatment Guidelines set forth and as amended by the DHCS located at:

http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf

- b. Intensive outpatient services shall have a minimum of one (1) hour of individual counseling session per week.
- c. Intensive outpatient services shall include: intake, individual and/or group counseling, patient education, family therapy, medication services, collateral services, crisis intervention services, treatment planning, and discharge planning and care coordination. Avatar service codes for each intensive outpatient service are:

Service Description	Service Code(s)
Intake	AD201ODS
Individual Counseling	AD202ODS
Group Counseling	AD203ODS
Individual Patient Education	AD204ODS
Group Patient Education	AD205ODS
Crisis Intervention	AD207ODS
Treatment Planning	AD208ODS
Discharge Planning	AD209ODS

Family Counseling	AD210ODS
Collateral Service	AD211ODS
Case Management	AD61
Physician Consultation	AD97ODS
Urinalysis Testing	AD75
Non-NTP Medication Assisted Treatment	AD601ODSMAT

- d. Services may be provided in-person, by telephone or telehealth, in any appropriate setting in the community.

3. Case Management

Case management services assist a client in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. Case management services shall focus on coordination of care, integration into primary care, and interaction with mental health and the criminal justice or child welfare systems, if needed.

- a. Case management services shall be provided face-to-face, by telephone, or by telehealth and may be provided in any appropriate setting in the community. If services are provided in the community, Contractor shall maintain confidentiality requirements/guidelines.
- b. Case management services shall include the following:
 - i. Monitor the client's progress with other providers and agencies involved in the client's care, provide care coordination services and transition to higher or lower level of SUD care, as medically necessary;
 - ii. Communicate, coordinate, refer and related activities;
 - iii. Monitor service delivery to ensure clients access to service;
 - iv. Patient advocacy, linkages to physical and mental health care, transportation to and retention in primary care services; and
 - v. Case management shall be consistent with and shall not violate the confidentiality of alcohol or drug patients as set forth in 42 CFR Part 2, and California law.

4. Physician Consultation

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

5. Recovery Services

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

- a. Periodic outpatient counseling services in the form of individual or group counseling as needed to stabilize the client and reassess if client is in need of further care;
- b. Recovery coaching, monitoring via telephone and internet;
- c. Peer-to-peer services and relapse prevention;
- d. Linkages to life skills, employment services, job training, and education services;
- e. Linkages to childcare, parent education, child development support services, family/marriage education;
- f. Linkages to self-help and support, spiritual and faith-based support; and
- g. Linkages to housing assistance, transportation, case management, individual services coordination.
- h. Avatar service codes for Recovery Services are:

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

6. Withdrawal Management

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

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

a. ASAM 1.0-WM

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

b. ASAM 2.0-WM

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

c. ASAM 3.2-WM

Contractor shall provide Withdrawal Management (WM) services according to the ASAM Criteria, when medically necessary, in accordance with the client's individualized treatment plan.

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

Clinically managed residential withdrawal management. For clients in moderate withdrawal but need twenty-four (24) hour support to complete withdrawal management and increase their likelihood of continuing treatment or recovery.

Residential Withdrawal Management services shall be provided in a DHCS or DSS licensed residential facility that is

also DMC certified and designated by DHCS as capable of delivering care consistent with ASAM 3.2 treatment criteria.

Residential Withdrawal Management services shall be authorized in advance by BHRS. Any service provided without prior authorization shall not be reimbursed.

- i. Lengths of stay, Treatment Plans, and services offered shall be medically necessary, trauma-informed, and individualized according to client's ASAM-based needs assessment, DSM-5 diagnosis, and individual clinical needs.
- ii. Residential Withdrawal Management services shall be co-occurring integrated and trauma informed.
- iii. Residential Withdrawal Management services shall be provided twenty-four (24) hours/seven (7) days per week in a structured treatment support setting to clients, with counselors trained in withdrawal management.
- iv. Residential Withdrawal Management services shall be provided to adults eighteen (18) and over who are at imminent risk as defined by the ASAM criteria.
- v. Contractor shall closely observe and physically check each client receiving MMRWM services at least every thirty (30) minutes during the first seventy-two (72) hours following admission, or with the current protocol established by DHCS for residential withdrawal management, whichever is more strict. Physical checks must be face-to-face.
 - 1) After twenty-four (24) hours, close observations and physical checks may be discontinued or reduced based upon a determination by a staff member trained in providing withdrawal management services. Documentation of the information that supports a decrease in close observation and physical checks shall be recorded in the client's file.
 - 2) Documentation of observations and physical checks shall be recorded and signed by program staff.

- 3) Only program staff that have been trained in the provisions of detoxification services may conduct observations and physical checks of clients receiving withdrawal management services. Training shall include information on withdrawal medications, and signs and symptoms that require referral to a higher level of care. Training shall also include first aid and cardiopulmonary resuscitation. Copies of detoxification training records shall be kept in personnel files.
- vi. During the provision of detoxification services, the minimum staffing or volunteer ratios and health-related requirements shall be as follows:
- 1) In a program with fifteen (15) or fewer clients who are receiving detoxification services, there shall be at least one (1) staff member or volunteer on duty and awake at all times with a current cardiopulmonary resuscitation certificate and current first aid training.
 - 2) In a program with more than fifteen (15) clients who are receiving detoxification services, there shall be at least two (2) staff members or volunteers, per every fifteen (15) clients, on duty and awake at all times, one of whom shall have a current cardiopulmonary resuscitation certificate and current first aid training.
 - 3) Clients shall not be used to fulfill this requirement.
- vii. In addition to daily room and board, Contractor shall provide at least one (1) of the following treatment services daily: intake, individual counseling, including client observations, group counseling, patient education, collateral services, crisis intervention services, treatment planning, case management, transportation services (provision of or arrangement for transportation to and from medically necessary treatment) or discharge services. Contractor shall document the service provided in the client's chart. Avatar service codes for each ASAM 3.2 Residential Withdrawal Management services are:

ASAM 3.2 Service	Service Code(s)
Residential Withdrawal Management service day	AD3210DS

- vii. Contractor shall not claim a DMC billable treatment service on a day that the above stated service is/are not provided. Avatar service codes for days upon which a treatment service is not provided are:

ASAM 3.2 Service	Service Code
Room and Board	AD58

Length of stay for some clients may periodically extend beyond that which is medically necessary when a client is pending transition to another level of care. Contractor shall receive prior authorization from the RTX team for the extended length of stay. Contractor shall use service code AD58 in Avatar for non-medically necessary withdrawal management service days.

7. Telehealth

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

- a. The professional determining medical necessity shall evaluate each beneficiary's assessment and intake information if completed by a counselor through a face-to-face review or telehealth with the counselor to establish if a beneficiary meets the medical necessity criteria.
- b. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.
- c. Services must be identified as being provided in-person, by telephone, or by telehealth.
- d. If services were provided in the community, the location and how the provider ensured confidentiality are identified.
- e. All telehealth equipment and service locations comply with 42 CFR Part 2, and client confidentiality is maintained.

- f. Additional flexibilities for telehealth and telephone services have been put in place under the COVID-19 Public Health Emergency (PHE). Contractor shall provide telehealth services in accordance with emergency flexibilities until the PHE has ended. Contractor shall return to standard telehealth requirements and practices within timeframes specified by DHCS upon termination of the PHE.

8. Additional DMC-ODS Services Required

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

Service Description	Service Code
Sobering Station	N/A - Sobering Station episodes are not entered into Avatar

9. Contractor Requirements

a. Licensure/Agency

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

- i. Title 21, CFR Part 1300, et seq.,
- ii. Title 42, CFR, Part 8;
- iii. Drug Medi-Cal Organized Delivery System Special Terms and Conditions
- iv. Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1;
- v. DHCS Alcohol and/or Other Drug Program Certification Standards;
- vi. Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq.; and

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

b. Staffing Requirements

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

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

- 1) Physician
- 2) Nurse Practitioners
- 3) Physician Assistants
- 4) Registered Nurses
- 5) Registered Pharmacists
- 6) Licensed Clinical Psychologists
- 7) Licensed Clinical Social Worker
- 8) Licensed Professional Clinical Counselor
- 9) Licensed Marriage and Family Therapists
- 10) License Eligible Practitioners working under the supervision of Licensed Clinicians

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

- iii. Professional and Non-Professional staff shall have appropriate experience and all necessary training at the time of hiring.
- iv. Registered and certified SUD counselors providing treatment services shall adhere to all certification requirements in the CCR Title 9, Division 4, Chapter 8 and HSC Section 11833 (b)(1).
- v. Prior to the delivery of services under this Agreement, Contractor shall employ a Medical Director enrolled with DHCS under applicable state regulations, screened as a limited categorical risk within one (1) year prior to serving as Medical Director in accordance with 42CFR455.50(a), and has signed a Medicaid provider agreement with DHCS as required by 42 CFR 431.107.
- vi. All staff of Contractor shall undergo fingerprint background checks prior to hiring or service delivery, whichever comes first in accordance with CFR 455.34.
- vii. Prior to the delivery of services, Contractor shall ensure all treatment staff shall be trained in ASAM criteria.

c. Other Requirements

Contractor is required to inform BHRS QM and BHRS Program Analyst within forty-eight (48) hours after an occurrence, of the following:

- i. Leadership or staffing changes.
- ii. Organizational and/or corporate structure changes (example: conversion to non-profit status).
- iii. Changes in the type of services being provided at that location, day treatment or medication support services when medications are administered or dispensed from the provider site.
- iv. Significant changes in the physical plant of the provider site (some physical plant changes could require a new fire or zoning clearance).
- v. Change of ownership or location.

vi. Complaints regarding the provider

10. Client Eligibility

- a. Clients are eligible to receive DMC-ODS services if they: (a) are receiving San Mateo County Medi-Cal benefits or are eligible to receive San Mateo County Medi-Cal benefits; (b) are not currently institutionalized; (c) have a substance use disorder per the most current published edition of the Diagnostic and Statistical Manual (DSM-5) and meet ASAM medical necessity criteria; and (d) are a San Mateo County resident.
- b. Clients may also be eligible to receive treatment and recovery services under San Mateo County's DMC-ODS network of care using non-Medi-Cal funding if they: (a) do not have health care coverage; (b) are not currently institutionalized; (c) have a substance use disorder per the most current published edition of the Diagnostic and Statistical Manual (DSM-5) and meet ASAM medical necessity criteria; and (d) are a San Mateo County resident.
- c. Contractor Responsibilities
 - i. Contractor shall verify the client's residency status to ensure they are a San Mateo County resident. Clients experiencing homelessness shall be transient or homeless in San Mateo County. A statement of verification shall be kept in the client's file.
 - ii. Contractor shall verify the client's Medi-Cal eligibility status on a monthly basis. Verification of Medi-Cal eligibility shall be kept in the client's file.
- d. Medical Necessity
 - i. Medical necessity shall be determined by the Medical Director or LPHA. After establishing a DSM-5 diagnosis, the diagnosing professional shall apply ASAM criteria to determine the appropriate level of care for placement.
 - ii. Medical necessity for adults age twenty-one (21) and over is determined by the following:

- 1) The individual has at least one (1) substance-related diagnosis from the DSM-5, excluding tobacco-related disorders.
 - 2) The individual meets the ASAM Criteria definition of medical necessity to receive services.
- iii. Medical necessity for youth and adults under the age of twenty-one (21) is determined by the following:
 - 1) The individual is assessed to be at risk for developing a substance use disorder, and
 - 2) The individual meets the ASAM Criteria definition of medical necessity for adolescent services.
- iv. Medical necessity shall be re-evaluated and re-determined at each Treatment Plan update, each Level of Care change, and at least once every six (6) months for the duration of treatment services.
 - 1) Narcotic Treatment Programs/Opioid Treatment Programs shall re-evaluate and re-determine medical necessity at least annually for the duration of treatment services.

11. Timely Access to Service

- a. Contractor shall deliver the client's first appointment for outpatient, intensive outpatient or residential services within ten (10) calendar days of the initial request, presuming the client meets medical necessity criteria.
 - i. Interim services shall be provided to injection drug using and perinatal services-eligible clients when services are not immediately available, including outpatient or intensive outpatient services.
- b. Contractor shall deliver the client's first appointment for urgent services within seventy-two (72) hours of the initial request, presuming the client meets medical necessity criteria.
 - i. Interim services shall be provided to injection drug using and perinatal services-eligible clients when

services are not immediately available, including outpatient or intensive outpatient services.

- c. Contractor shall ensure that a client experiencing a medical or psychiatric emergency will be transported to the nearest hospital for treatment.
- d. Contractor shall advise clients in the program of the County's twenty-four (24) hour on-call Access Call Center. Contractor shall advise clients how to receive treatment or other covered services after hours, weekends and holidays.
- e. Contractor's hours of operation shall be no less than the hours of operation to non-Medi-Cal clients.

12. Coordination of Care

Contractor shall provide coordination of client care. Initial care coordination may be provided by the BHRS Residential Treatment Authorization Team (RTX), Service Connect, Pathways, Primary Care Interface (PCI), Whole Person Care (WPC) or Integrated Medication Assisted Treatment Team (IMAT). Once a client is enrolled in and connected to the SUD treatment program, care coordination may be transferred to the Contractor. The Contractor shall continue to coordinate care with any assigned BHRS Case Manager or Counselor/Clinician. Care coordination responsibilities will comply with those identified in the BHRS DMC-ODS Implementation Plan.

- a. The Residential Contractor shall contact the RTX case manager and prior to discharge coordinate a consultation with the referred client, except when the client poses an imminent threat to the safety of them self or someone else.
- b. Contractor shall ensure coordination and continuity of care within the standards in accordance with 42 CFR 438.208.
- c. Contractor shall ensure that in the course of coordinating care, the client's privacy is protected in accordance with all Federal and State privacy laws, including but not limited to 45 CFR 160 and 164, to the extent that such provisions are applicable.
- d. Contractor shall ensure that female and transgender male clients have direct access to a women's health specialist, to provide routine and preventive health care services necessary, within the network for covered care. This is in

addition to the clients designated source of primary care if that source is not a women's health specialist, pursuant to 42 CFR 438.206(b)(2).

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

13. Sharing Information with Clients

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

- a. The client's health status, medical care or treatment options including any alternative treatment that may be self-administered.
- b. Any information the client needs in order to decide among all relevant treatment options.
- c. The risks, benefits and consequences of treatment or non-treatment.
- d. The clients' right to participate in decisions regarding his/her healthcare including the right to refuse treatment and to express preference regarding future treatment decisions.

14. Laboratory Requirements

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

B. Non-Drug MediCal Organized Delivery System Services

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

Division 4, Chapter 8. SUD programs and facilities shall be licensed and/or certified by the DHCS Licensing and Certification Division.

1. Medication Assisted Treatment

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

- i. Familiarity with and desire to engage a high-risk population;
- ii. Knowledge of Motivational Interviewing techniques, trauma-informed care, and co-occurring issues;
- iii. Strengths-based case management approach;
- iv. Ability to collaborate and communicate with multiple partner providers; and
- v. Provide field-based outreach and support, including transportation.

b. Case management services include:

- i. Daily communication and collaboration with IMAT team to identify and track high-risk individuals;
- ii. Work with IMAT ED team to accept referrals to FCSS, help transport when available, from the ED to FCSS;
- iii. Collaborate with IMAT team to track identified IMAT candidates following eighteen (18) hour stay at FCSS;
- iv. Support linkage to detox, and other community resources for IMAT/high-risk clients;
- v. Work with IMAT team to locate, outreach and engage MAT clients who previously declined services;
- vi. Identify/screen potential MAT candidates amongst FCSS client population;
- vii. Refer potential candidates to IMAT Case Managers for follow-up;
- viii. Complete ASAM screening tool for potential referrals; and

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

c. Reporting Requirements

Number of potential IMAT candidates identified, by the following:

- i. number of candidates that accepted services
- ii. number of candidates that refused services, and
- iii. number of candidates that are ineligible due to health insurance or other issue
- iv. Number of referrals made for enrollment in health insurance benefits
- v. CM will have direct access to the IMAT Benefits Analyst performing research of insurance status and enrollment
- vi. Number of SUD screenings completed for potential IMAT candidates
- vii. CM will use IMAT identified screening tool(s) for program consistency
- viii. Number of referrals made for medication assisted treatment (MAT) evaluation to the HR 360 MAT clinic
- ix. Successful linkage to substance use treatment, mental health services, other community supports
- x. Weekly census tracking of current clients

2. Urinalysis Testing

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

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

3. First Chance Sobering Station

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

C. Non-Reimbursable Services

1. Driving Under the Influence

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

2. Deferred Entry of Judgement

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

D. Priority Populations

Through the Substance Abuse Prevention and Treatment (SAPG) Block Grant, BHRS is required to serve priority population clients. Contractor shall establish partnerships for the provision of referral to interim or treatment services when capacity is not available and a client cannot be admitted to treatment within 48 hours of request, as described in the AOD Policy and Procedure Manual. Contractor shall give priority admission to the following populations, provided they are residents of San Mateo County and do not have health care coverage:

1. Pregnant females who use drugs by injection;
2. Pregnant females who use substances;
3. Other persons who use drugs by injection; and

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

E. 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.), in the event that 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. In the event that services are canceled or cannot be performed, funding shall be reduced commiserate with the reduction of services.

II. ADMINISTRATIVE REQUIREMENTS

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

A. 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. System-Wide Improvements

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

1. External Quality Reviews

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

that improve both clinical and administrative performance of the ODS.

- a. Contractor shall participate in EQR focus groups, surveys, and other performance measurement and data collection activities.
- b. Contractor shall participate in all PIPs implemented by BHRS as part of the EQR process.

2. Units of Service

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

PROVIDER RES	LOC	# OF BEDS	UTILIZATION RATE	TARGET BED DAYS
Sobering South Detox	WM	4	0.8	1,168

- b. Contractors providing residential SUD treatment and withdrawal management services shall implement the goal of maintaining at least eighty percent (80%) utilization of total contracted number of bed days.

PROVIDER	LOC	# FTES	DIRECT SERVICE TIME	TARGET DIRECT SERVICE HOURS	CONTRACT AMOUNT
Insights	OPT	1.58	0.55	1,504	\$233,092
WEC	IOP	5.23	0.55	5,140	\$648,960

3. DMC Claim Documentation Quality

Contractor's denied claims shall not exceed five percent (5%) of the total DMC claims submitted per month. Should the denied claims exceed five percent (5%) in any given month, Contractor shall submit a corrective action plan to improve documentation and reduce denials. Corrective action may include, but is not limited to: additional training, additional monitoring controls of data submission, non-compliance penalty fees, or withheld payments.

C. Qualified Service Organization

1. As a qualified service organization, BHRS agrees to provide the following services to Contractor:
 - a. Centralized screening, assessment, and treatment referrals;
 - b. Billing supports and services;
 - c. Data gathering and submission in compliance with Federal, State, and local requirements;
 - d. Policies and procedures related to service provision, documentation, and billing;
 - e. Quality Management and utilization review, including problem resolution;
 - f. Education, training and technical assistance as needed.
2. As a qualified service organization, BHRS and Contractor agree to the following:
 - a. Acknowledge that in receiving, storing, processing, or otherwise dealing with any information from the Program about the clients in the Program, it is fully bound by the provisions of the Federal regulations governing Confidentiality of Alcohol and Drug Abuse Client Records, 42 C.F.R. Part 2;
 - b. Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients except as expressly provided for in the Federal Confidentiality Regulations, 42 C.F.R. Part 2; and
 - c. Acknowledge that Contractor and any subcontractor or legal representative are or will be fully bound by the provisions of 42 C.F.R. Part 2 upon receipt of the patient identifying data received pursuant to a patient consenting to disclosure of their records under 42 C.F.R. Part 2, § 2.31 for payment and/or health care operation activities, and, as such that each disclosure shall be accompanied by the notice required under § 2.32.

D. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that no aspect of its substance use treatment program services shall include any messaging in the responsible use, if the use is unlawful, of drugs or alcohol. This is including but not limited to: program standards, curricula, materials, and teachings. These materials and

programs may include information on the health hazards of use of illegal drugs and alcohol, concepts promoting the well-being of the whole person, risk reduction, the addictive personality, development of positive self-esteem, productive decision-making skills, and other preventive concepts consistent with the “no unlawful use” of drugs and alcohol message. This does not apply to any program receiving state SAPT/NRC funding that provides education and prevention outreach to intravenous drug users with AIDS or AIDS-related conditions, or persons at risk of HIV-infection through intravenous drug use. (Health and Safety Code Sections 11999-11999.3).

E. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the federal funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

F. Restriction on Distribution of Sterile Needles

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

G. AVATAR Electronic Health Record

1. Contractor shall enter referral data into Avatar for calls inquiring about services that includes but is not limited to: date and time of call, caller/referral data, service type inquiry, screening data and referrals made.
2. Contractor shall enter client data into Avatar for services provided that includes but is not limited to: date of service, service type, service units, service duration, screening and assessment data, diagnosis, treatment plans, progress notes, discharge plan and discharge summary.
3. Contractor shall maintain compliance with all documentation, reporting, billing and all other data requirements as required in the BHRS Documentation Manual, San Mateo County Intergovernmental Agreement, Title 22, DMC-ODS STCs, the DHCS AOD Program Certification Standards, CalOMS Tx Data Collection Guide, DMC Billing Manual, Youth Treatment Guidelines, Perinatal Practice Guidelines and the AOD Policy and Procedure Manual, including additions and revisions.

4. Contractor shall submit electronically treatment capacity and waiting list data to DHCS via DATAR no later than the 10th of the month following the report activity. Contractor shall also comply with all BHRS tracking methods for client waitlist times and capacity. This information shall be used to determine unmet treatment needs and wait times to enter treatment.
5. Contractor shall participate in Avatar trainings and in monthly Avatar User Group (AUG) meetings to ensure data quality and integrity and provide input into system improvements to enhance the system.

H. Quality Management and Compliance

1. Clinical Standards of Care and Evidenced-Based Practices

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

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

- i. Standards of Care
- ii. Best Practice Guidelines for Working with Limited English Proficiency and LGBTQ Clients
- iii. At least two (2) of the DMC-ODS Evidenced-Based Practices. The DMC-ODS Evidenced-Based Practices include: Motivational Interviewing, Cognitive-Behavioral Therapy, Relapse Prevention, Trauma-Informed Treatment, and Psycho-Education
- iv. Federal CLAS requirements: Contractor shall demonstrate how they have interpreted and complied with all 15 of the federal CLAS standards.

2. Complex Clients and Co-occurring Disorders

- a. Contractors providing SUD Treatment and/or Recovery Services shall implement co-occurring capable policies, procedures, assessments, treatment planning, program content, and discharge planning practices that integrate co-occurring services to meet the client's complex needs. Contractor shall coordinate and collaborate with behavioral and physical health services, and: initiate and coordinate with mental health services when appropriate, provide medication monitoring, coordinate with primary health services, and addiction and psychological assessment and consultation. Contractor shall incorporate mental health symptom management groups and motivational enhancement therapies specifically designed for individuals with co-occurring substance use and mental health disorders.
- b. Contractor shall not exclude from treatment persons who require high risk, specialized services or special health needs. Contractor shall work with the health care providers of clients with special health care needs. Contractor shall collaborate with BHRS and other service providers to meet the identified needs of such clients. Contractor shall not arbitrarily deny or reduce the amount, duration, or scope of services solely because of the client's diagnosis, type of illness, or condition of the client.
 - i. Contractor shall seek ongoing training and support for staff to stay current with best practices for serving individuals with co-occurring disorders.
 - ii. A Contractor that provides SAPT Block Grant Perinatal services to pregnant, postpartum and women with children aged 17 and under shall be properly certified to provide these services and comply with the requirements contained in Title 22, Section 51341.1, Services for Pregnant and Postpartum Women, and with the Perinatal Practice Guidelines.
 - iii. Medi-Cal beneficiaries who are pregnant or up to sixty (60) days postpartum are eligible to receive DMC-ODS Perinatal services.
 - iv. A Contractor that provides adolescent treatment services shall comply with the Youth Treatment Services Guidelines. Assessments and services for adolescents shall follow the ASAM Adolescent Treatment Criteria.

3. Quality Management Program and Quality Improvement Plan

Contractor must have a Quality Management Program and submit a Quality Improvement Plan to Behavioral Health and Recovery Services (BHRS) Quality Management (QM) annually by June 30. The Quality Improvement Plan should address 1) how the Contractor will comply with all elements of this Agreement, 2) the Contractor will maintain an audit disallowance rate of less than five percent (5%), and 3) first appointment will be within ten (10) days of initial request for service for outpatient and non-urgent residential treatment; seventy-two (72) hours for urgent residential treatment; and twenty-four (24) hours for NTP/OTP programs.

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

- a. Contractor shall have an established Quality Improvement (QI) plan and committee.
- b. The QI committee shall include staff from all levels of the Agency and will guide the development and implementation of the annual QI plan. The QI committee shall review quarterly utilization and service quality, performance data, compliance with BHRS SOC, co-occurring and complex client capability, and client feedback.
- c. Contractor shall establish and/or maintain mechanisms whereby processes and practices at the organizational level; which create inefficiencies and/or present barriers to client engagement, enrollment and retention in treatment, will be identified and addressed. An analysis of policies and practices which create barriers for complex clients shall be included.

4. Grievance Process

Contractor shall notify beneficiaries of their right to the following:

- b. a state fair hearing, how to obtain a hearing and representation rules at the hearing;
- c. file grievances and appeals, and the requirements and timeframes for filing;

- i. Beneficiaries may file a grievance, either orally or in writing, either with DHCS, the County, or the Contractor
 - ii. Beneficiaries may request assistance with filing grievances and appeals
 - iii. If the beneficiary is grieving or appealing the termination, denial, or a change in type or frequency of services, the beneficiary may request services be continued during the appeal or state fair hearing filing although the beneficiary may be liable for the cost of any continued benefits if the action is upheld.
- d. give written consent to allow a provider, acting on behalf of the beneficiary, to file an appeal.

5. Referring Individuals to Psychiatrist

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

6. Medication Storage and Monitoring

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

- a. Medications are logged in, verified, counted and added to inventory sheets.
- b. All medications obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
- c. Medications intended for external use only are stored separately from medications intended for internal use; food and blood samples are stored in separate refrigerators.
- d. All medications are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.

- e. Medications are stored in a locked area with access limited to staff authorized to monitor medication.
- f. Medications are disposed of after the expiration date and recorded.
- g. Injectable multi-dose vials are dated and initialed when opened.
- h. A medications log is maintained to ensure that expired, contaminated, deteriorated and abandoned medications are disposed in a manner consistent with state and federal laws.
- i. Over the counter medications that are not prescribed by the client's physician may not be used (for example, Tylenol).

6. Timely Access to Services

The Contractor shall ensure compliance with the timely access requirements as referenced in 42 C.F.R. § 438.206(c)(1)(iv).

- a. Contractor shall offer a first appointment with a client within ten (10) calendar days of the initial request for services, if non-urgent. Urgent requests shall be offered a first appointment within seventy-two (72) hours of the initial request. Requests for OTP services shall be offered an initial appointment within twenty-four (24) hours of the initial request.
- i. Contractor shall offer interim services to all clients who do not receive a first appointment offer within 48 hours. Interim services may include referrals to a lower level of care, TB or HIV education, physical or mental health providers, or community resources appropriate to meet the client's immediate needs. Interim services offered shall be documented in Avatar via a SUD Progress Note with face-to-face form, or in the contractor's electronic health record.
- b. The County shall monitor Contractor regularly to determine compliance with timely access requirements. (42 C.F.R. § 438.206(c)(1)(v).
- c. The County shall work with the Contractor to improve timely access and/or take corrective action if there is a failure to comply with timely access requirements. (42 C.F.R. § 438.206(c)(1)(vi).

8. 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.

9. Documentation of Services

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

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

10. Audits

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

Contractor shall accommodate and cooperate with unannounced chart audits, chart reviews, site visits, and grievance/complaint

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

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

- a. Address each demand for recovery of payment and/or programmatic deficiency;
- b. Provide a specific description of how the deficiency will be corrected;
- c. Specify the date of implementation of the corrective action; and
- d. Identify who will be responsible for ongoing compliance.

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

11. Client Rights and Satisfaction Surveys

- a. Administering Satisfaction Surveys
 - i. Contractor agrees to administer/utilize any and all survey instruments as directed by BHRS, including outcomes and satisfaction measurement instruments.
 - ii. Contractor shall actively participate in Treatment Perception Survey collection processes in all SUD program areas. Treatment Perception Surveys collect client satisfaction data. Contractor may solicit additional feedback from service recipients and family members. All feedback surveys shall be incorporated into Contractor quality improvement processes and plans.

- iii. In addition to the Treatment Perception Surveys, Contractor shall develop and administer client and family satisfaction surveys on an annual basis for quality improvement and quality assurance purposes.

b. Client/Patient's Rights

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

c. Advance Directives

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

12. Beneficiary Brochure and Provider Lists

Contractor must provide Medi-Cal beneficiaries new to BHRS with a beneficiary brochure at the time of their first 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>.

13. Notice of Adverse Benefit Determination

- a. Contractor shall issue Medi-Cal beneficiaries a written Notice of Adverse Benefit Determination (NOABD) each time the beneficiary's service is denied, delayed, terminated, or there is a change in the amount, scope, or duration of the treatment service from what was requested by the beneficiary. Contractor shall use the appropriate BHRS-provided templates when issuing a NOABD. The NOABD shall meet the requirements of 42 CFR 438.404.
- b. BHRS will conduct random reviews of the Contractor to ensure compliance with NOABD requirements.

14. Certification and Licensing

a. SUD Treatment Services

- i. Contractors providing SUD treatment services to San Mateo County residents shall be certified and/or licensed by DHCS Licensing and Certification Division. Contractor shall maintain all applicable certifications

through San Mateo County and/or DHCS to provide any of the following reimbursable services: Substance Abuse Prevention and Treatment Block Grant Services, and Drug Medi-Cal Organized Delivery System reimbursed services.

- ii. Contractor shall submit a copy of any licensing complaint, deficiency findings, or corrective action report issued by a licensing agency to BHRS QM and the AOD Administrator or their designee, within two (2) business days of Contractor's receipt of any such licensing report.
- iii. Should Contractor cease to offer a DMC-ODS service, Contractor will work with BHRS to ensure participating clients are successfully transferred to another DMC-ODS provider.
- iv. Contractor shall provide written notification to the AOD Administrator of any changes in DMC-ODS offered services at least ninety (90) days prior to implementing the changes in services.

b. DMC-ODS SUD Treatment Services

- i. If at any time, Contractor's license, registration, certification, or approval to operate a substance use disorder program or provide a DMC-ODS covered service is revoked, suspended, modified, or not renewed outside of DHCS, the Contractor shall notify DHCS Fiscal Management & Accountability Branch by e-mail at DHCSMPF@dhcs.ca.gov and the BHRS Program Analyst within two (2) business days of knowledge of such change.
- ii. Contractor's certification to participate in the DMC program shall automatically terminate in the event the Contractor or its owners, officers or directors are convicted of Medi-Cal fraud, abuse or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo contendere.
- iii. If Contractor is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the Contractor from the DMC program, pursuant to W&I Code, Section 14043.36(a). Information about

Contractor's administrative sanction status is confidential until such time as the action is either completed or resolved. The DHCS may also issue a Payment Suspension to Contractor pursuant to W&I Code, Section 14107.11 and Code of Federal Regulations, Title 42, section 455.23. DHCS will authorize BHRS to withhold payments from the DMC Contractor during the time a Payment Suspension is in effect.

15. Licensing Reports

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

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

- a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty-four (24) hours.
- b. Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
 - i. On an annual basis, Contractor shall require all staff accessing client PHI or PI to sign a confidentiality statement that includes, as a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies.
- c. Contractor shall install and actively use comprehensive antivirus software on all workstations, laptops and other

systems that process and/or store PHI or PI. The antivirus software solution must have automatic updates scheduled at least daily.

- d. All workstations, laptops and other systems that process and/or store PHI or PI shall have critical security patches applied, with system reboot if necessary. Contractor shall document the patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within thirty (30) days of vendor release. Applications and systems that cannot be patched within this timeframe due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
- e. Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:
 - i. Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;
 - ii. Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and
 - iii. Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.
- f. Confidentiality Training

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

17. Other Required Training

Contractor will complete and maintain a record of annual required trainings. The following trainings must be completed on an initial and then annual basis:

- a. Confidentiality & HIPAA for BHRS Mental Health and AOD: All New Staff HIPAA
- b. Compliance Training for BHRS New Staff
- c. Fraud, Waste, & Abuse Training for BHRS: All New Staff
- d. Critical Incident Management for BHRS
- e. Cultural Humility
- f. Interpreter training (if using interpreter services)
- g. ASAM Criteria training: All New Staff (SUD contractors only)
- h. At least 5 hours annually of addiction medicine training for all LPHA employees (SUD contractors only)
- i. At least 6 hours annually of the Evidenced-Based Practices utilized at the agency (SUD contractors only)
- j. Human Trafficking and compliance with the Human Trafficking Victims Protection Act of 2000 (SUD contractors only)
- k. DMC-ODS Documentation Requirements (SUD contractors only)

Trainings may be offered through the County's Learning Management System (LMS) located at: https://sanmateocounty.csod.com/LMS/catalog/Welcome.aspx?tab_page_id=-67.

Contractor must register on the LMS site to access the training modules. The link to register for a LMS new account is:

<https://sanmateocounty.csod.com/selfreg/register.aspx?c=bhrscp01>

Proof of training, such as certificate of completion, may be requested at any time during the term of this Agreement.

18. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management (via fax # 650-525-1762) and the BHRS analyst (via fax # 650-802-6440) when there are unusual events, accidents, medication 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.

19. 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.

20. 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>.

21. 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.

22. Staff Termination

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

23. 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.

24. 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

I. Cultural Competency

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

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

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

- a. Implementation of policies and practices that are related to promoting diversity and cultural competence, such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance.
- b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
- c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation in health records to improve service provision and help in planning and implementing CLAS standards.
- d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain

clinical staff members who can provide services in a culturally and linguistically appropriate manner.)

- e. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.
2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council (CCC) for the term of the Agreement. Participation in the CCC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more information about the CCC, and other cultural competence efforts within BHRS, contact HEIM.
3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If Contractor is unable to provide services in those languages, Contractor is expected to contact Access Call Center or their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact HEIM.
4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.
5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager at ode@smcgov.org to plan for appropriate technical assistance.

J. Availability and Accessibility of Service

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

the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

K. Surety Bond

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

L. Control Requirements

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

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

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

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

M. Trafficking Victims Protection Act of 2000

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

N. Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

O. Capacity Management

Capacity management systems track and manage the flow of clients with SUDs entering treatment. These systems serve to ensure timely placement into the appropriate level of care.

When Contractor cannot admit a pregnant or parenting woman or an intravenous substance user because of insufficient capacity, the Contractor shall:

1. Provide or arrange for interim services within forty-eight (48) hours of the service request, including a referral for prenatal care.
2. Refer the individual to DHCS through its capacity management program.
3. When Contractor reaches or exceeds ninety percent (90%) of its treatment capacity, the provider must report this information to the Drug and Alcohol treatment Access Report (DATAR) on a monthly basis.
4. Contractor shall also notify the County and DHCS seven (7) days upon reaching or exceeding 90 percent of its treatment capacity by emailing the designated County staff and DHCS at DHCSPerinatal@dhcs.ca.gov. The subject line in the email must read "Capacity Management."

III. PERFORMANCE STANDARDS/GOALS AND OBJECTIVES

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

PERFORMANCE STANDARDS

- A. Timely Access to Care: Contractor shall track and document timely access data, including the date of initial contact, the date of first offered appointment, and the date of first actual appointment, in Avatar using the IPS episode.
 1. For non-urgent requests, the first appointment shall occur no later than ten (10) days after the initial request for services.
 2. For urgent requests, the first appointment shall occur no later than seventy-two (72) hours after the referral was received, if the Contractor has capacity to admit the client. If the Contractor does not have capacity to admit the client, the Contractor shall either refer the client to interim services or to another clinically and culturally appropriate provider with capacity.
- B. Transitions Between Levels of Care: Both the admitting and discharging Contractors shall be responsible for facilitating the client's transition between levels of care, including assisting the client in scheduling their first

appointment and ensuring a minimal delay between discharge and admission at the next level of care, providing or arranging for transportation as appropriate, and documenting the transition in the client's chart.

1. Transitions between levels of care shall occur within seven (7) calendar days from the time of the SUD Reassessment indicating the need for a different level of care.
 2. At least seventy-five percent (75%) of clients discharged from Residential Withdrawal Management care are subsequently admitted to another level of care within seven (7) calendar days from the date of discharge.
 3. At least thirty percent (30%) of clients discharged from Intensive Outpatient or Outpatient Treatment are subsequently admitted to another level of care (including Recovery Services) within seven (7) calendar days from the date of discharge.
- C. Care Coordination: Contractors shall ensure 42 CFR compliant releases are in place for all clients in order to coordinate care. The Contractor shall screen for and link clients with mental health and primary care, as indicated.
1. One hundred percent (100%) of clients retained in treatment for at least thirty (30) days are screened for mental health and primary health care needs.
 2. At least seventy percent (70%) of clients who screen positive for mental health disorders and were retained in treatment for at least thirty (30) days have documentation of referrals to and coordination with mental health providers.
 3. At least eighty percent (80%) of clients who screen positive for primary health care needs and were retained in care for at least thirty (30) days have documentation of referrals to and/or coordination with primary care providers.
- D. Medication Assisted Treatment: Contractors shall have procedures for referrals to and integration of medication assisted treatment for substance use disorders. Contractor staff shall regularly communicate with physicians of clients prescribed these medications unless the client refuses to sign a Release of Information.
1. One hundred percent (100%) of clients with a primary opioid or alcohol use disorder will be offered a referral for a MAT assessment and/or MAT services.

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

1. One hundred percent (100%) of clients who speak a threshold language are provided services in their preferred language via a licensed, credentialed, or registered staff person, or a subcontracted interpreter service.
2. One hundred percent (100%) of clients who read a threshold language are provided written treatment materials in their preferred language, or a subcontracted translation service.

GOALS AND OBJECTIVES

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

GOAL: Program participants will achieve a successful treatment discharge.

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

*** END OF EXHIBIT A.1 ***

EXHIBIT B.1 – PAYMENTS AND RATES
STARVISTA
FY 2021 – 2022

In consideration of the services provided by Contractor in Exhibit A.1, County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

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

A. Maximum Obligation

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

In any event, the maximum amount County shall be obligated to pay for all services rendered under this contract shall not exceed SIX MILLION NINE HUNDRED TWENTY THOUSAND FIVE HUNDRED SEVENTY-SEVEN DOLLARS (\$6,920,577).

The structure of payment for Withdrawal Management services is subject to change during this contract term. Prior to the Contractor being eligible and authorized to provide expanded ODS Drug MediCal (DMC) services (pre-Go Live), the payment structure is consistent with the FY 2021-22 Agreement with the County. Following the implementation of expanded DMC services (post-Go Live), the payment structure is revised as described herein. The Contractor will receive written authorization to provide DMC-ODS services by the County. The Go Live start date will be at the beginning of the month following authorization. Payment for services will be made monthly throughout the agreement term.

B. Drug MediCal Organized Delivery System SUD Treatment Services

The maximum amount County shall be obligated to pay for DMC-ODS services shall not exceed ONE MILLION FIVE HUNDRED THIRTY-NINE THOUSAND SIXTY-FIVE DOLLARS (\$1,539,065) for the term of the agreement.

1. For the term July 1, 2021 through September 30, 2021, Contractor received three (3) monthly payments of (\$54,751) for a total of (\$164,253) for DMC-ODS Withdrawal Management services through a separate agreement.
2. For the term July 1, 2021 through September 30, 2021, Contractor shall be paid a maximum of TWO HUNDRED TWENTY THOUSAND FIVE HUNDRED THIRTEEN DOLLARS (\$220,513) for all other DMC-ODS services. Contractor shall submit three (3) monthly invoices for payment. Invoice amounts shall be Contractor's actual monthly costs, or an advance payment in the amount of SEVENTY-THREE THOUSAND FIVE HUNDRED FOUR DOLLARS (\$73,504), whichever is less. Contractor will submit invoices on forms and in a manner prescribed by the County.
3. For the term October 1, 2021 through June 30, 2022, Contractor shall be paid a maximum of ONE MILLION ONE HUNDRED FIFTY-FOUR THOUSAND TWO HUNDRED NINETY-NINE DOLLARS (\$1,154,299) for all DMC-ODS services. Contractor shall submit nine (9) monthly invoices for payment. Invoice amounts shall be Contractor's actual monthly costs, or an advance payment in the amount of ONE HUNDRED TWENTY-EIGHT THOUSAND TWO HUNDRED FIFTY-FIVE DOLLARS (\$128,255), whichever is less. Contractor will submit invoices on forms and in a manner prescribed by the County.
4. Where Contractor requires payment advances, Contractor assures the County that an advance is necessary in order to maintain program integrity. Contractor will not use County funds to provide working capital for non-County programs. Where possible, advances will be deposited in interest-bearing accounts, with said interest being used to reduce program costs.
5. County shall make monthly payments to Contractor for invoiced amounts within thirty (30) days of receipt of invoices.
6. Costs for room and board services must be claimed and reported separately and distinctly from residential treatment services using the methodology for claiming and reporting for room and board services as approved by the County.
7. Billing for DMC Services
 - a. Contractor shall bill BHRS for services provided to Medi-Cal clients, covered under the DMC-ODS.

- b. Contractor must follow the process established under DHCS ADP Bulletin 11-01, for clients that have other healthcare coverage (OHC) in addition to Medi-Cal including future DHCS process updates for DMC claims for clients with OHC: http://www.dhcs.ca.gov/services/MH/MHSUD/Documents/ADP_Bulletins/ADP_11-01.pdf.
- c. Services covered through another healthcare provider shall not be reimbursed through the County. Contractor shall bill the other healthcare coverage for which the client is a beneficiary. If Contractor is not a member of the provider network for that healthcare coverage, Contractor shall then refer client to the healthcare provider network.

8. DMC-ODS Administrative Requirements

- a. Contractor may not use allocated DMC State General Funds to pay for any non-DMC services. In accordance with W&IC Sections 14132.44 and 14132.47, funds allocated to the Contractor for DMC services, including funding for alcohol and other drug services for pregnant and postpartum women pursuant to Title 22, Section 51341.1(c), may not be used as match for targeted case management services or for MediCal Administrative Activities (MAA).
- b. DMC rates are contingent upon legislative action of the annual State Budget and/or the approval of the DMC-ODS plan. All claims must be documented in accordance with DHCS DMC Provider Billing Manual, DMC rules, guidelines, timelines, and must be provided by staff who are lawfully authorized to provide, prescribe and/or order these services within the scope of their practice and/or licensure.
- c. Contractor shall prepare and retain for DHCS review as needed the following forms: a) multiple billing override certification (MC 6700), document 2K; b) Good Cause Certification (6065A) document 2L(a); and Good Cause Certification (6065B) Document 2LB. In the absence of good cause documented on the GCC 6065 a or b form, claims that are not submitted within thirty (30) days of the end of the month of service will be denied.
- d. The existence of good cause shall be determined by DHCS in accordance with Title 22, CCR, Sections 51008 and 51008.5.
- e. DMC services are jointly funded by Federal Financial Participation (FFP) and matching State and local dollars. FFP

is the Federal share of reimbursement for eligible services delivered to MediCal clients as defined by CCR Title 9, Section 1840.1000. Contractor will meet the FFP eligibility criteria.

9. Cost Report / Unspent Funds

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

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

- b. If the annual cost report provided to County shows that total payment to Contractor exceeds the total actual costs for all of the services rendered by Contractor to eligible patients during the reporting period, a single payment in the total amount of the unearned funds shall be made by Contractor to County, unless otherwise authorized by the BHRS Director. This payment shall be submitted with the cost report.
- c. If the annual cost report provided to County shows that Contractor had costs that were higher than the payments received (and less than the Agreement maximum), Contractor may submit an invoice to the County for any additional amount owed up to the balance of the Agreement maximum. County will make payment for approved costs within forty-five (45) days of receipt of such invoice.
- d. Contractor may request that contract savings or "unspent funds" within the Agreement maximum are expended by Contractor in the following year, provided that these funds are expended for SUD services approved by County in accordance with the following procedures.
 - i. 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.

- ii. 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 the Director's designee. The request shall identify specifically how the rollover funds will be spent, including a detailed budget. Approved rollover funds shall be spent only for the succeeding fiscal year and only for the specific purpose(s) requested and approved. If approved, the Agreement for the succeeding fiscal year will be amended as necessary to include the approved rollover amount.
- iii. 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 balance shall be returned to the County with the submission of the written request. The request is subject to approval by the BHRS Director or the Director's designee. If such request is approved, the Agreement for the succeeding fiscal year will be amended as necessary to include the approved rollover amount.
- iv. 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 succeeding fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.

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

C. Non-Drug MediCal SUD Treatment Services

1. Medication Assisted Treatment Services

The maximum amount County shall be obligated to pay for Medication Assisted Treatment shall not exceed ONE HUNDRED THIRTY-ONE THOUSAND EIGHT HUNDRED ONE DOLLARS (\$131,801) for the term of the agreement.

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

ONE THOUSAND EIGHT HUNDRED ONE DOLLARS
(\$131,801).

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

2. Sobering Station

The maximum amount County shall be obligated to pay for the First Chance Sobering Station shall not exceed TWO HUNDRED SEVENTY-EIGHT THOUSAND THREE HUNDRED FORTY-NINE DOLLARS (\$278,349), for the term of the agreement.

- a. Contractor shall be paid one-twelfth (1/12th) or TWENTY-THREE THOUSAND ONE HUNDRED NINETY-SIX DOLLARS (\$23,196) per month, for a total of TWO HUNDRED SEVENTY-EIGHT THOUSAND THREE HUNDRED FORTY-NINE DOLLARS (\$278,349).
- b. Total payments made by the County shall be reconciled to Contractor actual costs at the end of each fiscal year. Unearned funding shall be returned to the County within 45 days of fiscal year end, unless otherwise authorized by the BHRS Director.

D. Non-Reimbursable Services

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

1. First Offender Program

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

2. Multiple Offender Programs

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

3. Deferred Entry of Judgment

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

4. County Administrative Fee

Contractor will pay County an administrative fee to compensate County for costs incurred in discharging its statutory responsibility to monitor and oversee alcohol and drug programs. Rates for administrative fees assessed by County are approved by the DHCS. Contractor shall remit monthly to BHRS Analyst the following:

- a. Administrative fees described hereinabove must be submitted monthly. All units of service reports are due monthly. Copies of all quarterly reports to the State, and State audit preparation packages, will be sent to the County at the same time they are sent to the State. In the event that submission is not postmarked by the twentieth (20th) day of the following month, a five percent (5%) penalty of the full, monthly administrative fee may be assessed by County. This five percent (5%) penalty may be added for each thirty (30) day period, or portion thereof, that the payments are outstanding. If the twentieth (20th) day of the month falls on a weekend or County holiday, the submission of fees must be postmarked by the next work day. All units of service reports are due monthly.
- b. Contractor's gross revenue shall include ancillary, make-up, late, reduced, and incomplete fees, duplicative completion certificate fees, and fees for dishonored checks.
- c. The administrative fees cover the cost of program oversight including contract maintenance and monitoring and other programmatic benefits provided by County. This fee may be revised during the contract period by the mutual agreement of Contractor and the Director of BHRS or designee.

E. All Services

1. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.
2. Modifications to the allocations in Paragraph A of this Exhibit B.1 may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in Paragraph 3 of this section of the Agreement.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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).
8. 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.
9. Monthly Invoice and Payment

Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. Payment by County to Contractor shall be monthly. Claims that are received after the tenth (10th) working day of the month are

considered to be late submissions and may be subject to a delay in payment. Claims that are received one hundred eighty (180) days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Claims and reports are to be sent to:

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

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

10. 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.
11. Adjustments may be made to the total of the Agreement and amounts may be withheld from payments otherwise due to the Contractor for nonperformance to the extent that nonperformance involves fraud, abuse, or failure to achieve the objectives of the provisions of Exhibit A.1.
12. 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.
13. Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including assessment and service plans, and progress notes. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet

professional standards as determined by the San Mateo County BHRS Quality Improvement Manager.

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

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

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

Before such denial, recoupment, or disallowances are made, State shall provide the Contractor with written notice of its proposed action. Such notice shall include the reason for the proposed action and shall allow the Contractor sixty (60) days to submit additional information before the proposed action is taken, as required in Title 22, CCR, Section 51047(a).

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

- a. Contractor's usual and customary charges to the general public for the same or similar services;
- b. Contractor's actual allowable costs.

14. Substance Abuse Prevention and Treatment Funding

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

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

- a. Provide inpatient services;
- b. Make cash payment to intended recipients of health services;
- c. Purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase major medical equipment;
- d. Satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds;
- e. Provide financial assistance to any entity other than a public or nonprofit private entity;
- f. Pay the salary of an individual through a grant or other extramural mechanism at a rate in excess of level I of the Executive Salary Schedule for the award year: see http://grants.nih.gov/grants/policy/salcap_summary.htm;
- g. Purchase treatment services in penal or correctional institutions of this State of California; and
- h. Supplant state funding of programs to prevent and treat substance abuse and related activities.

15. 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.

16. 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.

17. Election of Third Party Billing Process

Contractor shall select an option for participating in serial billing of third-party payors for services provided through this Agreement through the completion of Attachment C – Election of Third Party Billing Process. The completed Attachment C shall be returned to the County with the signed Agreement. Based upon the option selected by the Contractor the appropriate following language shall be in effect for this Agreement.

a. Option One

- i. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through this Agreement. Within ten (10) days of the end of each month, Contractor shall provide to County copies of the Explanation of Benefits or other remittance advice for every third-party payment and/or denial of such third-party payments for services provided by Contractor during such month. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph R of this Exhibit B.1. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement, through the Cost Report reconciliation.

- ii. Contractor shall provide a copy of each completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this Agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due within ten (10) days of the end of the first month of the Agreement.

a. Option Two

- i. Contractor shall provide information to County so that County may bill applicable other third-parties before billing Medi-Cal for services provided by Contractor through this Agreement. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph R of this Exhibit B.1. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement through the Cost Report reconciliation.
- ii. Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due within ten (10) days of the end of the first month of the Agreement.

18. 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.

19. Claims Certification and Program Integrity

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

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

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

Executed at _____ California, on _____ 20____

Signed _____ Title _____

Agency _____”

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

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

Insurance Board or their duly authorized representatives, and/or the County.

20. Audit Requirements

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

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

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

- a. To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting;
- b. To validate data reported by the Contractor for prospective Intergovernmental Agreement negotiations;
- c. To provide technical assistance in addressing current year activities and providing recommendation on internal controls, accounting procedures, financial records, and compliance with laws and regulations;
- d. To determine the cost of services, net of related patient and participant fees, third- party payments, and other related revenues and funds;
- e. To determine that expenditures are made in accordance with applicable state and federal laws and regulations and State Agreement with the State requirements, and/or;
- f. To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation.

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

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

County shall monitor the activities of Contractor to ensure that:

- a. Contractor is complying with program requirements and achieving performance goals; and
- b. Contractor is complying with fiscal requirements, such as having appropriate fiscal controls in place, and using awards for authorized purposes.

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

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

- a. Withholding a percentage of federal awards until the audit is completed satisfactorily;
- b. Withhold or disallowing overhead costs;
- c. Suspending federal awards until the audit is conducted; or
- d. Terminating the federal award.

21. Drug Medi-Cal Financial Audit Requirements

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

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

- b. To ensure that only the cost of allowable DMC activities are included in reported costs;
- c. To determine the provider's usual and customary charge to the general public in accordance with CMS (The Medicare Provider Reimbursement Manual) (CMS- Pub.15), which can be obtained from the Centers for Medicare & Medicaid Services, Baltimore, Maryland, or www.cms.hhs.gov for comparison to the DMC cost per unit;
- d. To review documentation of units of service and determine the final number of approved units of service;
- e. To determine the amount of clients' third-party revenue and MediCal share of cost to offset allowable DMC reimbursement; and
- f. To compute final settlement based on the lower of actual allowable cost, the usual and customary charge, or the maximum allowance, in accordance with Title 22, Section 51516.1.

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

Contractor agrees to promptly develop and implement any corrective action plans in a manner acceptable to the State in order to comply with recommendations contained in any audit report. Such corrective action plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by the State within six (6) months from the date of the plan.

23. DMC Record Keeping

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for the State to audit Intergovernmental Agreement performance and Intergovernmental Agreement compliance. Contractor shall make these records available to the State, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such

records, they shall be sufficient to determine if costs incurred by Contractor are reasonable, allowable and allocated appropriately. All records must be capable of verification by qualified auditors.

- a. Contractor shall include in any Agreement with an audit firm a clause to permit access by the State to the working papers of the external independent auditor, and require that copies of the working papers shall be made for the State at its request.
- b. Contractor shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with the State. All records must be capable of verification by qualified auditors.
- c. Accounting records and supporting documents shall be retained for a ten (10) year period from the date the year-end cost settlement report was approved by the State for interim settlement. When an audit by the Federal Government, the State, or the California State Auditor has been started before the expiration of the ten (10) year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not been completed within three years, the interim settlement shall be considered as the final settlement.
- d. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors.
- e. Should Contractor discontinue its contractual agreement with the County, or cease to conduct business in its entirety, Contractor shall provide fiscal and program records for the Agreement period to the County. Records shall be provided in compliance with the State Administrative Manual (SAM), located at <http://sam.dgs.ca.gov/TOC/1600.aspx>.

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

- f. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of federal and state funds.
- g. Contractor shall retain records of utilization review activities required for a minimum of ten (10) years.

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

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

24. Dispute Resolution Process

- a. When a financial audit is conducted by the Federal Government, the State, or the California State Auditor directly with Contractor, and if the Contractor disagrees with audit disallowances related to its programs, claims or services, County shall, at the Contractor's request, request an appeal to the State. Contractor must file such an appeal of State audit findings with the County. The appeal must be in writing and sent to the County AOD Administrator within thirty (30) days of receipt of the audit findings.
- b. When a financial audit is conducted by the County with Contractor, and if the Contractor disagrees with audit disallowances related to its programs, claims or services, the Contractor may file a written appeal by email or facsimile with the Director of Behavioral Health and Recovery Services. The

appeal must be sent within thirty (30) days of receipt of the audit findings from the County.

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

Director, Behavioral Health and Recovery Services
c/o Ritu Modha
rmodha@smcgov.org

*** END OF EXHIBIT B.1 ***

EXHIBIT A.2 – SERVICES
STARVISTA
MENTAL HEALTH SERVICES
FY 2021 – 2022

In consideration of the payments set forth in Exhibit B.2, Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

In full consideration of the payments herein described in Exhibit B.2, Payments, of this Agreement Contractor shall provide the service described below in a manner consistent with the terms and provisions of this Agreement. These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program. All payments under this Contract must directly support services specified in this Contract. The San Mateo County Mental Health Services Documentation Manual (“County Documentation Manual”) is included herein by reference. To the extent that there is inconsistency between a provision in the County Documentation Manual and this Agreement, the provisions in the County Documentation Manual shall prevail. Contractor shall provide the following services:

A. Girls’ Program (July 1, 2021 through August 31, 2021)

1. Mental Health Services

- a. Contractor shall provide Mental Health Services for each client pre-authorized for Mental Health Services by the Behavioral Health and Recovery Services (“BHRS”) Deputy Director or designee, and to the extent medically necessary.
- b. The monthly invoice for Mental Health Services must be supported by clinical documentation to be considered for payment. Mental Health Services are reimbursed by minutes of service.
- c. Mental Health telehealth services shall be made available if deemed appropriate. Mental Health Services include:
 - i. Individual Therapy: Individual Therapy are those therapeutic interventions consistent with the client’s goals that focus primarily on symptom reduction as a means to improve functional impairments. Individual Therapy is usually delivered to an individual but may include family or significant support persons when the individual is present, but the focus of work is on the client and not on the family system.

- ii. Group Therapy: Group Therapy are those therapeutic interventions for more than one client that focuses primarily on symptom reduction as a means to improve functional impairments. It may include group family therapy when families of two or more clients are present, and the client is not present.
- iii. Collateral Services: Collateral Services consists of contact with one or more family members and/or significant support persons (when the client is not present) which may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the client's condition and involving them in service planning and implementation of service plan(s).
- iv. Family Therapy: Family Therapy consists of contact with the client and one or more family members and/or significant support persons. Services shall focus on the care and management of the client's mental health conditions within the family system.
- v. Rehabilitation Services: Rehabilitative Services may include any or all of the following: Assistance in improving, restoring or maintaining a client's functional skills, daily living skills, social skills, leisure skills, grooming and personal hygiene skills, medication compliance, and access to support resources.
- vi. Plan Development: Plan Development may consist of the following:
 - a) When staff develop Client Plans, approve Client Plans, and/or monitor a client's progress. Such activities may take place with the client to develop a Client Plan or discuss the overall or program goals, with a client or family member and/or significant support persons to obtain signatures on the Client Plan, and, if needed, have the Client Plan reviewed and signed by a licensed/waivered/registered clinician.
 - b) When staff meet to discuss the client's clinical response to the Client Plan or to consider alternative interventions.
 - c) When staff communicates with other professionals to elicit and evaluate their impressions (e.g. probation officer, teachers, social workers) of the client's clinical progress toward achieving their Client Plan goals, their

- response to interventions, or improving or maintaining client's functioning.
- vii. Assessment: consists of the initial assessment required by to assess a client for mental health treatment:
 - a) Additional assessments approved by Program Director as needed to maintain appropriate mental health treatment.

2. Case Management

- a. The monthly invoice for Case Management must be supported by clinical documentation to be considered for payment. Mental Health Services are reimbursed by minutes of service.
- b. Case Management Services are activities that are provided by Contractor's staff to access medical, educational, social, prevocational, vocational, rehabilitative, or other needed services for eligible clients. Services may include the following:
 - i. Linkage and Coordination - the identification and pursuit of resources including, but not limited to, the following:
 - a) Inter- and intra-agency communication, coordination, and referral, including reports to CPS;
 - b) Monitoring service delivery to ensure an individual's access to service and the service delivery system; and
 - c) Linkage, brokerage services focused on transportation, housing, or finances.

B. Girls' Program (September 1, 2021 through June 30, 2022)

1. Mental Health Services

- a. Contractor shall provide Mental Health Services, specifically Group Therapy for each client pre-authorized for Mental Health Services (i.e., Group Therapy) by the BHRS Deputy Director or designee, and to the extent medically necessary.
- b. The monthly invoice for Mental Health Services must be supported by clinical documentation to be considered for payment. Mental Health Services are reimbursed by minutes of service.

- c. Mental Health telehealth services shall be made available if deemed appropriate. Mental Health Services include:
 - i. Group Therapy: Group Therapy are those therapeutic interventions for more than one client that focus primarily on symptom reduction as a means to improve functional impairments.
 - ii. Alcohol and Other Drugs (AOD) Group which will be provided once on a weekly basis. The curriculum used is Mindfulness-based Treatment of Substance Abuse for Adolescents.
 - iii. Psycho-Education Group: 2 groups will be provided on a weekly basis. Group topics include the following: Emotional Regulation, Stress Management, Healthy Relationships, Women's Sexuality, Communication Skills, Body Image, Nutrition and Healthy Eating, Self-Care, Grief and Loss, Domestic Violence, Teen Dating, Gang Involvement and Risks, Bullying, HIV and Safe Sex
 - iv. Multi-Family Group (MFG) will be provided twice monthly. This group uses the Nurturing Parent curriculum. It may include group family therapy when families of two or more clients are present, and the client is not present.

C. Telephone Hotline and Web-based Crisis Intervention and Suicide Prevention Services

1. Staffing

- a. Contractor shall make every effort to provide a Spanish-speaking licensed clinician to supervise the Telephone Hotline and Web-based Crisis Intervention Services during peak hours.
- b. Recruit and maintain a minimum of ten (10) trained volunteers to staff the Telephone Hotline and Web-based Crisis Intervention Services.
 - i. Volunteers will be representative of San Mateo County demographics including volunteers who are bilingual in English and one or more of the following languages: Spanish, Tagalog, Mandarin, Cantonese, Samoan and Tongan.
 - ii. At all times, there will be at minimum two (2) volunteers that speak a second language, as listed above.
- c. Recruit and maintain a minimum of five (5) Youth Intervention Team members.

- i. Team members will be post-master's degree interns, trainee counselors and/or trained crisis workers/AmeriCorps workers/volunteers, retirees and will receive regular supervision by Contractor's Program Manager.
 - d. All Staff, including volunteers, will attend one (1) continuing education seminar per year including but not limited to topics such as cultural diversity, LGBTQ concerns, working with youth, domestic violence/sexual assault training and/or emergency services.
2. Phone-based Services (24/7 hotline):
- a. Provide, maintain and operate a 24/7 hotline which provides crisis intervention and suicide prevention to callers who are experiencing crisis, are depressed or in distress, and/or are having suicidal thoughts.
 - b. Train all phone-based services volunteers on how to:
 - i. Respond to calls from youth and families in crisis.
 - ii. Properly engage with and de-escalate callers who are experiencing crisis, are depressed or in distress, and/or are having suicidal thoughts.
 - iii. Provide phone-based counseling and/or interventions including but not limited to, suicide risk assessments and safety plans.
 - iv. Provide referral services to include direct and immediate intervention at the time of the caller's extreme emotional crisis, including referrals to the mental health system through the ACCESS Team.
 - c. Maintain records of all contacts received through both mediums and responses/referrals. Records will include, at minimum, the following call characteristics:
 - i. Number of first-time callers (based on phone number)
 - ii. Total number of calls
 - iii. Number of follow-up calls conducted by staff
 - iv. Average length of calls
 - v. Number of calls with suicidal content
 - vi. Number of referrals made
 - vii. Number of referrals per service category
3. Web-based Services (Website, Chatroom)

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

4. Suicide Prevention Presentations and Outreach

- a. Provide and facilitate at least one (1) educational presentation to a total of eight (8) public middle and high school health/safety education classes. The schools will be selected based on school data regarding high suicide rates or high risk for suicide among youth. Requests from schools and the community will also be responded to as feasible.
- b. Each presentation (one (1) hour minimum) will include discussions on the following topics:
 - i. Self-esteem
 - ii. Coping/decision-making skills
 - iii. Alcohol and drug issues
 - iv. Behavioral health stigma and discrimination
 - v. Depression/suicide warning signs
 - vi. How to respond and refer someone at risk of suicide

- c. Maintain records of all requests for suicide prevention presentations received from schools. Records will include, at minimum, the following:
 - i. Number of educational presentations provided, including the name of school, city where provided and topic(s) of presentation
 - ii. Number of youth reached through educational presentations
- d. Community outreach volunteers will conduct outreach to the community regarding the availability of and accessibility to Crisis Intervention and Suicide Prevention services through the following activities (at minimum):
 - i. Provide resources and distribution fliers/information, to neighborhood organizations, clinics, programs, and community centers.
 - ii. Help with campaign tables for large community events.
 - iii. Work with key community-based organizations and programs to feature the Crisis Intervention and Suicide Prevention Hotline and Website on their web-sites.
 - iv. Identify innovative technology methods to provide additional means of outreach and access to youth.
- e. Outreach materials should be available in, at minimum the threshold languages of English, Spanish, Tagalog, and Chinese. Outreach dialogue will be available at minimum in English and Spanish and when volunteer base allows, the following additional languages: Tagalog, Mandarin, Cantonese, Samoan and Tongan.

6. Staff and Volunteer Fingerprint/License Verification Requirement

- a. All direct service staff and volunteers are required to submit to a Live Scan background check/professional license verification to Contractor prior to providing services.
 - i. Contractor shall require a Department of Justice approved vendor for Live Scan fingerprint and background checks in order to perform services under this Agreement.
 - ii. Contractor shall require all its employees, subcontractors, volunteers, or agents working directly with children to be fingerprinted through Live Scan and undergo a background check.
 - iii. Contractor shall be responsible for ensuring that all professional licenses are current, valid, and in good standing.

- iv. Contractor, its consultants, or volunteers are required to report any known or suspected neglect, abuse, or violation that involves a child to the County contact listed in this Agreement as soon as they learn of the incident. Notwithstanding Section 5 of this Agreement, failure to report any such incident may result in immediate termination of this Agreement. Contractor shall report all known or suspected instance of abuse to the Contact listed in section 18 (Notices) of the Agreement.
- v. Contractor shall submit, upon execution of this Agreement, a copy of the organization's fingerprinting policies and procedures.

7. Child Abuse Prevention and Reporting

- a. Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, Cal Pen Code 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:
 - i. A requirement that all employees, consultants, or agents performing services under this contract who are required by the Penal Code to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
 - ii. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under the Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
 - iii. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.

8. Program Monitoring and Outcomes

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

Qualitative Measure (How well was it done?)	
<i>Percent of Youth Scoring 100% on Suicide Prevention Post-Test</i> Based on the provider's assessment and reassessment, the percentage of youth who receive suicide prevention and intervention educational courses and will score 100% on the suicide prevention post-test.	80%
Quantitative Measure (How much was done?)	Target Outcome
Total number of crisis line calls.	15,000
Percent of individuals seeking crisis counseling and intervention who will be offered immediate counseling and referral to other services.	100%
Percent of individuals seeking crisis counseling and intervention who will engage in and receive counseling services.	70%
Number of chat room hits	10,000 hits
Number of suicide prevention-based presentations and students reached.	8 presentations, 320 students

9. Reporting

- a. Contractor will be responsible for collecting, entering, tracking and reporting data for program participants and outcome measures related to the services provided.
- b. Contractor shall submit monthly reports regarding the services provided by the clinician to the BHRS Deputy Director of Youth Services, Assistant Director of BHRS and the MHSA Manager.
- Reports must accompany the invoice for services and submitted to BHRS-Contracts-Unit@smcgov.org.
 - Reports will include, at a minimum, the following information but, based on the County's need for information, may include additional data:

- 1) Updates on all measures in this Exhibit A.2., paragraph I.C.7, Program Monitoring and Outcomes.
- 2) Updates on all phone-based and web-based service usage characteristics as described in this Exhibit A.2., paragraph I.C.2.c. and I.C.3.d.
- 3) Updates on Youth Intervention Team crisis response characteristics as described in this Exhibit A.2.1., paragraph I.C.4.i.

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

D. Youth Stabilization, Opportunity & Support (S.O.S.) Team

1. Service Approach

All services will incorporate trauma-informed, culturally responsive and best practice approaches.

- a. A trauma-informed approach shall be used when serving youth with mental health and/or substance use-related issues and their families; safety, trustworthiness and transparency, peer support, collaboration, empowerment and cultural issues. Specifically, a trauma-informed approach that is culturally responsive for lesbian, gay, bisexual, transgender, and queer (LGBTQ+) youth would include attention to hate crimes, the coming out process, familial rejection and abuse related to LGBTQ+ identity and would have standardized follow-up practices to these reports. Supportive services will be provided in the least intrusive and most family friendly manner to avoid triggering further trauma to the child or youth. Current and former foster care youth have expressed that they often feel like existing resources to address situations of instability make the youth's behavior the focal point of the discussion rather than exploring how all the members of the family contribute to the tension. The Youth S.O.S. Team will remove blame, facilitate discussion between the youth and the family, identify ways to reduce the immediate tension, and determine a plan to utilize local resources to further strengthen the family long-term.
- b. Culturally responsive services are sensitive to the diverse cultural identity, are delivered by bilingual/bicultural staff and/or are available in the primary language of clients and use the natural supports provided by the client's culture and

community. Services shall be designed to reach diverse communities including adequate levels of staff who can communicate in the languages spoken by the communities they serve and that are reflective of their communities. A Cultural Competence Plan will include strategies for communicating with families in other languages if/when staff who speak the language are not available to respond and practices that are inclusive of diverse communities, including LGBTQ+ youth. For example, verbal and written communication like S.O.S. brochures, website, and intake assessment language should be inclusive of people with same gender partners and consideration should be made for privacy of publicly undisclosed LGBTQ identities (e.g., if a youth has not disclosed LGBTQ identity at home or school, crisis care staff should not disclose this identity unless essential for care).

2. Target Community

- a. The Youth S.O.S. Team shall prioritize high risk children and youth ages 0-21, current and former foster youth, schools with limited resources and/or complex cases and community response for youth in crisis.
- b. Services will target marginalized ethnic, linguistic and cultural communities in San Mateo County; specifically, lesbian, gay, bisexual, transgender, and queer (LGBTQ+) youth, given their disproportionate experiences with adverse childhood events such as abuse, foster care and unstable housing, homelessness and behavioral health disparities including depression, anxiety and suicidal crisis.

3. Program Outcomes

- a. The outcomes of the Youth S.O.S. Team services include:
 - i. Decreased youth psychiatric emergency service visits;
 - ii. Decreased hospitalization for self-inflicted injury and/or behavioral health issues;
 - iii. Decreased emergency calls to law enforcement for youth in crisis;
 - iv. Increased linkages for children or youth and their caregivers to services;
 - v. Improved capacity of youth and family/caregivers to recognize the need for intervention and ability to seek services when needed.

- b. Additional outcomes for children and youth in foster care include:
 - i. Decreased placement in out-of-home facilities;
 - ii. Improved child and youth and family outcomes;
 - iii. Improved retention of current foster caregivers;
 - iv. Maintained current living situations for children and youth in foster care;
 - v. Improved trust and relationship between the child or youth and their caregiver;
 - vi. Improved stability for youth in foster care, including youth in extended foster care.

4. Service Description

- a. The Youth S.O.S. Team services shall include but are not limited to:
 - i. Respond to youth ages 0-21 years old experiencing a mental health or substance use-related crisis and their families/caregivers in San Mateo County, regardless of health insurance.
 - 1) Response services may include but are not limited to safety assessment and crisis intervention, brief counseling, family supports, linkages and warm hand-offs to transition clients to the most appropriate level of care as determined by clinical assessment.
- b. Meet the Family Urgent Response team (“FURS”) system of support for children and youth in foster care requirement to provide 24/7 immediate in-person response for urgent needs.
 - i. Urgent needs, or situations of instability requiring immediate in-person response, is based on a caller asking for a mobile response and not on acuity of the situation. The criteria for urgent needs may be adjusted in the future by the State Department of Social Services.
 - ii. “Current or former foster child or youth” is defined to include a child or youth adjudicated under Section 300, 601, or 602 and who is served by the County Child Welfare or Probation Department, and a child or youth who has exited foster care to reunification, guardianship, or adoption.
- c. Provide youth behavioral health crisis prevention activities including community-wide awareness and education about behavioral health crisis, suicide prevention and response services.

5. Service Components

a. Hours of Operation

- i. The Crisis Hotline will be available twenty-four (24) hours per day and seven (7) days per week to respond to crisis calls.
- ii. “In-person” response by the Youth S.O.S Team for the general youth population and specifically, former and current foster youth, will vary as listed below. Whether there is capacity (e.g. staffing and other resources) to extend in-person response to the general youth population to twenty-four (24) hours per day, seven (7) days per week will be assessed and determined during monthly contract monitoring meetings with BHRS managers.
 - 1) In-person response for the general youth population will be available, at minimum, Monday through Friday, 9am to 9pm and Saturday through Sunday, 11am to 11pm.
 - a) For after-hours, the Triage Clinician will be available on-call for assessment and next-day deployment scheduling as needed.
 - 2) In-person response for former and current foster youth will be available 24/7. All foster youth calls will be considered “urgent” unless the caller specifically indicates that they do not want the response to be immediate. This means that situations not traditionally considered emergencies will still require an urgent Youth S.O.S. Team response.

b. Dispatch Response

- i. The Crisis Hotline staff and volunteers will respond to crisis calls, provide phone-based interventions and referrals as appropriate and engage the Triage Clinician for Youth S.O.S in-person response assessment.
- ii. The Triage Clinician will assess the caller’s safety and level of risk and based on location/case load and request, will prioritize callers and dispatch accordingly. Protocols will be in place to support the hotline volunteers and the triage clinician prioritization, including whether the caller is a current or former foster youth.

- iii. Youth S.O.S. Team dispatch response for all youth will include:
 - 1) Immediate response (within one (1) hour)
 - 2) If extenuating circumstances prevent in-person support within 1 hour, response shall not exceed three (3) hours
 - 3) Non-urgent response (within twenty-four (24) hours)
 - a) Response times and explanations of the extenuating circumstances should be documented when the response cannot occur within one (1) hour.

c. Access Points

- i. The Youth S.O.S Team shall use the existing Crisis Hotline, available twenty-four (24) hours per day and seven (7) days per week, as the point of contact to respond to crisis calls from the general public and community partner requests for the Youth S.O.S. Team.
- ii. Aside from the Crisis Hotline, other youth-friendly and preferred modes of receiving crisis intervention and supports will be provided including teen peer-to-peer chatroom and social media and texting supports. Protocols will be in place on how these preferred modes will interface with the dispatch of the Youth S.O.S. Team.
- iii. Not all calls to the Crisis Hotline will result in dispatch of the Youth S.O.S. Team as some callers may receive the support they need over the phone.
 - 1) The Triage Clinician and or hotline staff can help connect the caller to other local resources they may need.
 - 2) The Triage Clinician will also be available to assess a behavioral health crisis over the phone and make recommendations regarding need for immediate actions (such as law enforcement response) and/or provide callers with immediate over-the-phone support in deescalating and addressing situations of instability, resolving conflicts, and assessing risk and safety as appropriate.
- iv. Other Community Access Points

The attached Youth S.O.S. Team Flow Chart depicts the various access points for children and youth in

crisis in San Mateo County. All access points may result in a referral to the Youth S.O.S., via the Crisis Hotline.

- 1) While the ultimate goal is to reduce and prevent law enforcement contacts and psychiatric emergency services visits, at all points of access if danger to self or others is assessed, it would require a 9-1-1 call or welfare check involving law enforcement.
- 2) “Imminent risk” will be used to assess whether to involve law enforcement; imminent risk definition involves a current suicide plan in action, a youth requiring immediate medical attention (active psychosis, extreme self-injury including active engagement and/or infections or medical repercussions, current and extreme intoxication), and/or inability to make contact with the youth or they are non-responsive when they have previously disclosed suicidal intent.
 - a) The FURS Statewide Hotline will provide a warm hand-off of all San Mateo County calls needing an in-person mobile response to the Crisis Hotline. Statewide Hotline staff will determine calls that require a high-level emergency response and will take the appropriate action to connect the caller to the necessary services. However, even in situations that are psychiatric in nature and could benefit from a behavioral health intervention, a referral to the Youth S.O.S. Team may be sent as a secondary response. A warm hand-off will be facilitated by FURS Statewide Hotline staff to avoid a second triage before in-person support is provided via a three-way call with the caregiver, child or youth, and the Youth S.O.S. Team staff. The FURS Statewide Hotline staff will share information gathered during the call, including information on whether an urgent or non-urgent response is needed and any identified risk or safety concerns.
 - b) The San Mateo County Office of Education will continue training school personnel on the San Mateo County Suicide Prevention Protocol, which

provides prevention and intervention guidelines to help school personnel assess suicide risk and develop appropriate action plans for low-level risk students and/or request additional support if needed. School personnel may refer to the Youth S.O.S. Team if a student is very young, has developmental disabilities or if another complex situation exists where they may need support. If student meets moderate to high-level risk and is not requiring medical attention or in imminent risk, Youth S.O.S. Team may be referred for immediate response to the school location. If a student requires transport to psychiatric emergency services and parents are not able to transport the youth, school personnel will contact 9-1-1 and request a Community Intervention Team (CIT) trained officer. CIT trained officers may request San Mateo County Mental Health and Referral Team (SMART) vehicle transport. School personnel may also refer to the Youth S.O.S. Team for support and follow-up.

- c) Law enforcement will have access to the Youth S.O.S. Team via the Law Enforcement/Mental Health partnerships launching in Daly City, South San Francisco, Redwood City and San Mateo and the Psychiatric Emergency Response Team, which serves unincorporated San Mateo County. BHRS will continue to work with law enforcement partners to make a connection to the Youth S.O.S. Team earlier in the Flow Chart, either by 9-1-1 dispatch personnel and/or Law Enforcement Officers responding. This may include the development of protocols so that behavioral health crisis callers to 9-1-1 can be transferred without disruption to the Youth S.O.S. Team. Currently, BHRS provides CIT training and awareness and

communication efforts regarding the Youth S.O.S. Team availability.

- d) Other Referrals: If other agencies and/or programs (Child Welfare, Probation, and other community programs) require an assessment or a safety plan to be developed, they may contact the Youth S.O.S. Team via the crisis hotline. The Youth S.O.S. Team will collaborate with the agency/program to stabilize the behavioral health crisis. Youth S.O.S. Team will do an assessment, develop a safety plan and follow-up plan with the youth and family.
- d. Collaboration with San Mateo County Human Services Agency and Behavioral Health and Recovery Services
 - i. When responding to a child, youth, or caregiver, the Youth S.O.S. Team will provide warm hand-offs to BHRS, Child Welfare and Probation, as needed to support the youth in future situations of instability. Communication processes will be identified with BHRS, CFS and Probation regarding the service needs of the child or youth and caregiver provided that the child or youth is currently under the jurisdiction of either BHRS, Child Welfare and/or Probation.
 - ii. All former and current foster youth response will require a notification to Child Welfare and Probation.
 - iii. Whether a social worker will also respond to the call will be primarily a family-driven decision and supported by the Triage Clinician on the Youth S.O.S. Team.
- e. Community Education and Prevention Activities
 - i. Youth S.O.S. Team staff will be trained in the following evidence-based trainings:
 - 1) Question, Persuade, Refer (QPR);
 - 2) Youth Mental Health First Aid (YMHFA); and
 - 3) Applied Suicide Intervention Skills Training (ASIST).
 - ii. At least four (4) staff will complete train-the-trainers for the evidence-based trainings listed above and work with the BHRS Workforce Education Team to provide the trainings in the community.
 - iii. Youth Peer staff will conduct psychoeducational sessions and community awareness and education

about mental health and substance use-related crisis, suicide prevention and response services.

- iv. At least one (1) Youth S.O.S. Team staff will participate in the San Mateo County Suicide Prevention Committee, which meets monthly and provides oversight and direction to suicide prevention efforts in San Mateo County.

f. COVID-19 Planning Considerations

- i. The program will incorporate COVID-19 policies and protocols including but not limited to the procurement and use of appropriate Personal Protective Equipment (PPE) when responding in the community, including home-based responses.
- ii. Telehealth services shall be made available if deemed appropriate.

6. Staffing

- a. Youth S.O.S. Team staff must be available twenty-four (24)-hours a day to respond to crisis calls.
- b. The Youth S.O.S. Team response will include three (3) response teams that will overlap during a twelve (12)-hour response time each day and will primarily be made up of one (1) Triage Clinician and one (1) Family Partner to help improve family's level of comfort and trust, and support linkages and warm hand-offs.
- c. Additional staff may be designated on-call if additional response is required.
- d. In-person response shall include a minimum of two (2) team members; in order to have one (1) team member available to meet individually with the caregiver while another team member meets with the child or youth. A youth peer partner shall be available to support the response efforts as needed.
 - i. Policies will be in place when more than two (2) people should go in-person (including a youth peer partner for example), exceptions when only one (1) person may be needed, and staffing during times of peak activity for Youth S.O.S. Team requests.
- e. Specifically, the Youth S.O.S. Team staff will include the following:

- i. Supervisor: will supervise all team members and be responsible for the programmatic (administrative and clinical) oversight for the Youth S.O.S. Team. The supervisor will be responsible to ensure compliance of all programmatic operations and to participate in County mandated activities.
- ii. Triage Clinicians: will have a minimum of 3-5 years working with high-risk children and youth who have experienced trauma and/or in the child welfare field or similar experience. The Triage Clinicians will be familiar with San Mateo County system resources and be responsible for responding to triage calls at schools, in homes or in the community. The Triage Clinicians will assess the individual for risk and based on clinical judgement take appropriate steps to ensure safety of the client. They will work with the client and family/caregiver to develop a safety plan, link client to appropriate outside resources including ongoing behavioral health treatment as needed. The Triage Clinician may continue to meet with a client for 8-12 weeks, when appropriate, and ensure a warm hand-off.
- iii. Family Partners: Family Partners will accompany the Triage Clinicians on Youth S.O.S. Team response. Family Partners will be trained individuals with lived experience as a parent of a child receiving behavioral health services and/or as a foster parent and preferably members of the community who speak a threshold language other than English (Spanish, Cantonese, Mandarin, Tagalog). The role of the Family Partner is to provide the family members or caretakers of the youth with psychoeducation about behavioral health issues, suicide risk, self-harming behavior, support and resources while the Triage Clinician assesses the youth. The Family Partner will continue to work with the parents or caregivers after the initial crisis to provide continued support and help with navigation of behavioral health systems, insurance and school supports for ongoing support to the family and youth. The Family Partner will, if necessary, assist the family in understanding the process of a 5150 and hospitalization, along with helping the family access ongoing treatment supports if needed. Family Partners will be able to offer emotional support to the parents/caregivers, if wanted, during this difficult time.
 - 1) As part of Youth S.O.S. Team's required services, the Family Partners will engage in prevention and education activities and

Question, Persuade, Refer (QPR) trainings for parents countywide. These may include specialized parent education nights at local community centers, schools/districts, Parent Teacher Association/Organization events. They will also deliver training and educational presentations to schools, youth agencies and community members on how to access Youth S.O.S. Team and QPR trainings.

- iv. Youth Peer Partners: will be the main team members to provide community education and training. They will offer presentations to classrooms for youth around suicide prevention, facilitating QPR for students, faculty, community members and parents alongside the Family Partner, Triage Clinician or Supervisor. Youth Peer Partners will attend collaborative meetings to conduct outreach with youth and family/caregivers regarding how to access the Youth S.O.S. Team Services. Youth Peer Partners will also be available to respond in-person with the Youth S.O.S. Team as needed. The Peer Partners will be young adults (21-28 years old) who have any of the following experiences:
 - 1) Lived experiences (self or a family member), as a member of the LGBTQ community, consumer of behavioral health services and/or foster youth.
 - 2) Experience as a peer educator, health educator, advisor, youth leader, student worker or youth commissioner.
 - 3) Interested in pursuing a career in behavioral health, social work, public health or criminal justice.
- v. Interns: In order to provide all necessary services, interns may be used to support the behavioral health clinicians. In addition to supporting the Youth S.O.S. Team activities, interns can co-provide clinical services with the clinicians.

7. Staff Training Requirements

- a. Per statute, FURS response must consist of individuals with specialized training in trauma of children or youth and the foster care system on the mobile response and stabilization team.

- b. An onboarding plan will be in place that includes, but is not limited to:
 - i. Crisis continuum of care;
 - ii. Trauma-informed supports;
 - iii. De-escalation and risk assessment;
 - iv. Mentoring support;
 - v. Individual supervision;
 - vi. Group team meetings; and
 - vi. Hands-on learning/role-playing opportunities.
- c. Youth and caregivers with lived experience shall be incorporated into trainings, when appropriate, and consulted in the development of the trainings.
- d. Contractor will support peer staff in pursuing credentialing as Certified Peer Specialists, which will be available and provided by BHRS.
- e. Staff must complete twenty (20) hours of training per calendar year. Other training topics can include, but are not limited to the following:
 - i. HIPPA;
 - ii. Cultural Humility and Sexual Orientation and Gender Identity reporting;
 - iii. LGBTQ culturally affirming care;
 - iv. Suicide Prevention (Mental Health First Aid, QPR, ASIST);
 - v. Wellness and Recovery Action Plan (WRAP);
 - vi. Peer support;
 - vii. NAMI family to family;
 - viii. Harm Reduction; and
 - xiv. Motivational Interviewing.

8. Tracking, Reporting and Evaluation

- a. Contractor will meet at least monthly, or more frequently if requested to support initial implementation activities, with the BHRS Manager serving as the contract monitor, to provide implementation updates, trouble-shoot challenges, support data collection and other contract terms as needed.
- b. Contractor will attend the Mental Health and Substance Abuse Recovery Commission (MHSARC) Youth Committee to keep stakeholders informed of implementation activities and outcomes.

- c. Contractor will conduct at least one (1) formal presentation per year, as requested, to stakeholders (i.e. at the Mental Health and Substance Abuse Commission, the MHSA Steering Committee, the San Mateo Board of Supervisors, etc.).
- d. Contractor will document all services provided as follows and submit to BHRS monthly, along with invoices.
 - i. Total number of calls to the Crisis Hotline disaggregated by FURS status.
 - ii. Total number of youth served in-person
 - 1) Number of youth by response location (home, school, etc.)
 - 2) Number of youth by school jurisdiction
 - iii. Number of current foster youth by county of jurisdiction
 - iv. Number of former foster youth by county of last jurisdiction
 - v. Outcome of calls disaggregated by FURS status
 - 1) Calls identified as “urgent” and non-urgent
 - 2) Type of services provided over-the-phone
 - vi. Outcome of youth served in-person by Youth S.O.S. Team disaggregated by FURS status
 - 1) Response time (1 hour, within 3 hours, within 24 hours) and reason
 - 2) Demographics (age, gender, race/ethnicity, disabilities)
 - 3) Psychiatric Hospitalization
 - 4) Incarceration
 - 5) Linkages to existing ongoing providers (social worker, probation officer, behavioral health provider and/or other community-based provider)
 - 6) Referrals to services (mental health, substance use, other community services)
 - vii. Placement stability outcomes per FURS youth
 - 1) Placement Stabilized
 - 2) Placement Change
- e. Contractor will work with BHRS to identify additional tools and metrics including but not limited to satisfaction or post surveys for school staff, families, caregivers and youth.
- f. Contractor will enter data into an online survey portal, which will be provided by BHRS. The data collected will be analyzed by a BHRS independent contractor to better inform responsive support services.

- g. Contractor will support facilitation of any evaluation activities as determined by BHRS, for example, focus groups and/or key interviews, to assess the impact of the Youth S.O.S. Team.
- h. Contractor will submit a year-end report by the fifteenth (15th) of August each fiscal year to the MHSA Manager that includes aggregated annual outcome data, success, challenges and clients' stories.

E. Texting and Social Media – Innovation Tech Suite Pilot

- 1. Texting and social media support for youth will be added as a pilot through June 30, 2022, Contractor will:
 - a. Provide, maintain and operate texting support for youth that may feel uncomfortable talking over-the-phone. Youth can text through WIFI systems and do not need the internet, only their phone at a community area that has WIFI, making texting very relevant for youth.
 - i. Initial hours of operation for texting services will as follows:
 - 1) School Year Hours: Monday through Thursdays from 4:30 p.m. – 9:30 p.m.
 - 2) Summer Break Hours: Monday through Thursdays from 3:30 p.m. – 8:30 p.m.
 - 3) Non-Operational Hours: An auto-reply message will be used for youth who text during off hours and informing youth to call the crisis hotline or text the national crisis hotline.
 - b. Provide, maintain and operate peer-to-peer social media support through social media platforms to address the unique needs of youth with serious concerns who do not feel able to get help through traditional venues.
 - i. A youth advisory group will inform the following social media engagement strategies:
 - 1) Social media platforms (e.g. Facebook Messenger, WhatsApp, My3, Twitter)
 - 2) Social media strategy (information sharing, type of content, process for youth in crisis to reach out and get the help they need)
 - ii. Protocols will be developed based on best practices to communicate active/inactive hours of operation, identify a system for monitoring and responding in a timely manner and other needs of social media users.

- c. Twenty (20) hours per day of coverage will be provided for texting and social media services. Usage will be tracked, and hours of operation adjusted as needed.
- d. Work with BHRS to establish policies for terms of service and confidentiality that clearly defines the scope, risks, misuse and violations of the services, nature and use of information provided through texting, and privacy and security. The policies will be aligned with the Tech Suite statewide collaborative recommendations.
- e. Train all volunteers on how to:
 - i. Respond to text and social media requests from youth in crisis.
 - ii. Properly engage with and de-escalate youth who are experiencing crisis, are depressed or in distress, and/or are having suicidal thoughts via web-based interactions.
 - iii. Provide online crisis intervention resources.
- f. Maintain records of all contacts received and responses/referrals. Records will include, at minimum, the following usage characteristic:
 - i. Number of first-time users
 - ii. Total number of users
 - iii. Number of contacts with suicidal contacts
 - iv. Number of referrals
 - v. Number of referrals per service category

2. Reporting

- a. Contractor will be responsible for collecting, entering, tracking and reporting data for program participants and outcome measures related to the services provided.
- b. Contractor shall submit monthly reports regarding the services provided by the clinician to the BHRS Deputy Director of Youth Services, Assistant Director of BHRS and the MHSA Manager.
 - i. Reports must accompany the invoice for services and submitted to BHRS-Contracts-Unit@smcgov.org.
 - ii. Reports will include, at minimum updates on all phone-based and web-based service usage characteristics as described in this Exhibit A.2., paragraph I.D.1.f. and I.C.3.d. and, based on the County's need for information, may include additional data.

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

F. Early Childhood Community Team

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

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

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

- a. Families have a high level of decision-making power at every level of the process.
- b. Team members are persevering in their commitment to the child and family.
- c. Services and supports are individualized, build on strengths, and meet the needs of children and families across the life domains to promote success, safety, and permanency in home, school, and the community.
- d. The process is culturally competent, building on the unique values, preferences, and strengths of children, families, and their communities.
- e. Family is defined to mean relatives, caregivers, peers, friends, and significant others as determined by the individual client.

- 3. Service Model

- a. Staffing is intended to support 4.33 FTE positions as follows:
 - i. .9375 FTE MFT/PSW licensed early childhood mental health consultant
 - ii. 1 FTE MFT/PSW licensed clinician

- iii. 1 FTE Community Worker
- iv. .25 FTE Services Assistant
- v. .7 MH Clinician
- vi. .4425 Clinical Support

b. Additional Staffing for Measure K Funds

Daly City/South San Francisco

- i. 0.5 FTE Mental Health Consultant
- ii. 0.5 FTE ECMH Clinician
- iii. 0.5 FTE Community Outreach Worker

Coastside/South Coast

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

Redwood City (North Fair Oaks)

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

c. Direct Services

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

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

d. Indirect Services

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

- i. Contractor meeting with school staff to introduce the ECCT Service program.
 - ii. Contractor meeting with caregiver to provide training regarding access and/or procedures regarding the ECCT Services program.
 - iii. Contractor meeting with caregiver to provide training regarding de-stigmatizing mental health problems and how to engage students and families needing assistance.
 - iv. Contractor providing other ECCT services that directly pertain to the ECCT Services program, but that are not Mental Health Services.
- e. Services should be linguistically and culturally competent and provided to a substantial degree by staff from the same ethnic groups as enrollees.
- f. The community outreach role includes networking within the community and community-based services to identify young families with children between birth and three (3) years and connect them with necessary supports.
- g. Offer groups for families with young children, using the Touchpoints Program. The Touchpoints groups would include fathers as well as mothers and other caregivers.
- h. The team(s) will be connected to the countywide Fatherhood Collaborative expanding resources in support of fathers and other types of parenting curricula used with diverse populations.
- i. The licensed clinician will provide brief, focused services to families that are identified with a need by the community outreach worker, the early childhood mental health consultant or partners in the network of community services such as primary care providers. The clinician will screen for postpartum depression, facilitate appropriate service plans with primary care and/or mental health services, and provide individual and family therapy as indicated.
- j. The team will also work to improve the coordination among countywide agencies and local community-based services in

the selected community, building a local collaborative, to improve coordination.

- k. The community team will be using a combination of models, including models for mental health consultation in childcare settings, the Child-Parent Psychotherapy intervention model, Touchpoints and application of the PHQ-9 for tracking the depression status of postpartum mothers. Community Team staff will be trained in these models and deliver them with fidelity.
- l. The program will operate under policies and procedures that ensure:
 - i. Collaboration with all systems of care staff involved with the child/youth and family (e.g., Mental Health, Health Insurance, Child Welfare, Juvenile Justice, and/or Education).
 - ii. Coordination with client's primary care physician.
 - iii. There is support for parents when they have their own mental health or substance abuse needs. The program will facilitate access to services, interfacing with adult MH or AOD services when family members meet MH and/or AOD criteria or referring them to primary care or community resources.
- m. Program Services by Community Worker may consist of Case Management and Indirect Services. These services are described as follows:
 - i. Case Management
Case Management Services are activities that are provided by Contractor's staff to access medical, educational, social, prevocational, vocational, rehabilitative, or other needed services for eligible clients.
 - ii. Indirect Services
Indirect Services are those activities that pertain to ECCT program, but that are not Mental Health or Case Management services (i.e. parenting groups and outreach services).

4. Population to be Served

- a. The team will serve young families with children aged birth to three years, as well as children in childcare settings.
- b. The ECCT will outreach to Latino, or isolated farm worker families, or to a community experiencing a significant degree

of interpersonal violence, which has significant impact in families and young children.

5. Evaluation

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

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

6. Measure K - Outcome Objectives

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

- a. Three hundred fifty (350) children aged 0-5 whose caregivers receive early childhood mental health (ECMH) consultation will receive improved community-based childcare, promoting enhanced well-being and functioning.
- b. Ninety percent (90%) of the twenty-five (25) childcare providers receiving ECMH consultation services will report increased competency in their roles, enhanced skills in working with children and promoting their social emotional development, and improved abilities in identifying at-risk children to receive clinical interventions.
- c. Eighty percent (80%) of the forty (40) at-risk children referred to the ECMH Consultant for individual observation, family conferencing, and supportive services will demonstrate improved functioning and ability to participate successfully in the childcare setting.
- d. Eighty percent (80%) of the twenty (20) families with children identified for ECMH case consultation will report improved understanding of their child's behavior and a strengthened relationship with the child.
- e. A minimum of eighty-five percent (85%) of the children at risk for expulsion from their childcare sites will be retained.

- f. Eighty percent (80%) of the 15-20 children and families receiving CPP and/or other clinical services from the ECMH Clinician will demonstrate improved social emotional functioning and improvement in the parent-child relationship.
- g. The network of local services for children 0-5 will report stronger understanding of the system of care and increased awareness of available resources as a result of quarterly meetings convened by ECCT Team. Fifty (50) families with children aged 0-3 will receive home visits and/or group services from either a Community Worker, or a Mental Health Clinician, or both. Ninety percent (90%) of fifty (50) families attending groups will report increased understanding of child development issues, and how to seek support when needed.

G. Co-Chair of the Diversity and Equity Council

Contractor shall designate one (1) 0.10 FTE to serve as Co-Chairman of the Diversity and Equity Council (DEC). This individual will share equal responsibility with another co-chair selected by the Office of Diversity and Equity (ODE). The co-chair shall be responsible for, but not limited to the following:

- 1. Monthly Meeting
 - a. Host; produce an agenda for; take minutes, facilitate, inform participants about monthly DEC meetings and save DEC documents in appropriate online folder (with co-facilitator).
- 2. Established 5-year Goal
 - a. Long-term goal (to be accomplished in five (5) years or by June 2023) identified with input and support from the DEC members and co-facilitator.
- 3. One (1) year plan to be completed annually. Created with co-facilitator.
 - a. One-year work plan created in each year of contract moving Initiative towards five (5) year goal.
 - b. Plan will include (in collaboration with co-chair):
 - i. Collaboration with Health Equity Initiatives;
 - ii. Support of Health Equity Initiatives events, trainings, courses, etc.;
 - iii. Support of Cultural Competency Plan work;
 - iv. Support of Policy work;

- v. MHSA support; and
 - vi. Facilitation of strategic planning meeting or retreat (no more than once per year).
 - c. Plan purpose:
 - i. Measurably improve outcomes related to the reduction of stigma related to behavioral health in our communities of color;
 - ii. Develop leadership skills of members in DEC;
 - iii. Identify new strategies to improve mental wellness for diverse communities in San Mateo County; and
 - vii. Support ODE by acting as a representative of the DEC when needed for ODE-related activities.
4. Bimonthly meeting with or report to ODE shall include the following:
- a. Provide meeting agendas, minutes, sign-in sheets and any evaluation data from events or other interventions (including but not limited to sign-in sheets, demographics forms, surveys, and other data).
 - b. Answer evaluation questions determined by ODE.
 - c. With co-chair provide complete, accurate and timely evaluation data for all events (including demographic survey and Event Intervention Questionnaire (both found at <https://www.smchealth.org/bhrs/ode>)
 - d. With co-chair complete quarterly evaluations and year end report out and submit for review in timely manner.

H. Early Childhood Mental Health Consultation

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

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

based and family childcare programs serving children birth through age 5.

2. Consultants will help childcare providers effectively support the child's social emotional development by promoting developmentally appropriate and therapeutic practices so that they can be maintained in regular childcare setting. The consultant will:
 - a. Facilitate intra-staff communication and organizational functioning.
 - b. Assist caregivers' knowledge of prevention and early intervention techniques.
 - c. Assist teachers in building strong, collaborative relationships with parents and outside providers.
 - d. Support teachers and families in developing an increased awareness and understanding of the impact of their interactions on the child who is the focus of consultation.
 - e. Work with the Pre To Three clinician to link the children and families to outside services in order to address any additional needs identified through the process.

I. Health Ambassador Program – Youth

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

Contractor shall work closely and collaboratively with BHRS Office of Diversity and Equity (ODE) staff throughout the duration of the contract to provide the following:

1. Staffing
 - a. Contractor will hire a 1.0 FTE Project Coordinator
 - i. The Project Coordinator will coordinate activities to recruit youth, develop a training plan, and provide ongoing support to all youth participants to build strong long-term relationships with participants, and increase likelihood of long-term engagement.

- ii. Strong efforts will be made to hire a bi-lingual/bicultural Coordinator.
- b. Contractor will assign 0.275 FTE time of existing staff to oversee the operations of HAP-Y.
 - i. The Crisis Intervention and Suicide Prevention Center Program (CISPC) Program Manager, will supervise the HAP-Y Project Coordinator. Additionally, the CISPC Manager will work closely with staff to provide back-up coverage in the event of staff vacation or absences.
- c. Contractor will assign 1.0 FTE experienced staff members to support HAP-Y including:
 - i. 0.75 FTE Project Coordinator to sustain the training schedule during periods the other is absent.
 - ii. 0.25 FTE Facilitator/Trainers: These are existing staff members certified to train Ambassadors on identified EBPs.
- d. Project staff will seek opportunities to become trainers in all required courses to build internal capacity in each agency to deliver all future trainings.
- e. Project staff will meet monthly to discuss the program, challenges and opportunities. Individual staff will each receive weekly supervision.

2. Youth Ambassador Recruitment

- a. Contractor will recruit youth, ages sixteen (16) to twenty-four (24), who have lived experience with mental health and behavioral health challenges, to participate in HAP-Y training and community outreach.
- b. Bi-lingual and/or bicultural youth in particular, will be the recruitment target to support outreach to cultural communities through information sharing and decreasing stigma.
- c. Youth will be interviewed prior to acceptance to the program.
- d. Recruitment and outreach activities will include, but not be limited to:
 - i. Former foster youth in StarVista's THP+ who are exploring career options, youth receiving services through Insights, parenting programs, including Think Tank which targets Chinese parents, etc.

- ii. Community partners, high schools and community colleges to ensure outreach and engagement with all youth from diverse communities throughout San Mateo County.
- iii. Presentations at schools, through established partnerships such as the North County Collaborative, Oceana High School, Post Release Case Management Program at Youth Services and community-based programs such as the Pacifica Collaborative and the North and Coastside community service areas.
- iv. Presentations at schools in South County and Coastside and continue to build on their relationships with schools and programs at Community Colleges.
- v. Flyers developed and disseminated at schools and youth groups.

3. HAP-Y Trainings

- a. Contractor will train and graduate a minimum of twenty (20) Ambassadors each year.
- b. Contractor will plan training curriculum for program Ambassadors for the year. To become a certified HAP-Y Ambassador, the following must be completed: five (5) psychoeducational trainings focused on learning about behavioral health challenges, signs and risks and resources; and at least one (1) training related to building youth capacity for public speaking, storytelling, advocacy, and/or data collection/analysis. Trainings may include, but are not limited to:
 - i. Teen Mental Health First Aid
 - ii. Linking Education and Awareness for Depression and Suicide (LEADS)
 - ii. Question Persuade Refer (QPR)
 - iii. NAMI Family-to-Family Education Program;
 - iv. Wellness Recovery Action Plan (WRAP)
 - v. Photovoice
- c. Contractor shall present HAP-Y graduates a “Health Ambassador Certificate” following completion of the above mentioned five (5) specified trainings and will become part of the BHRS Ambassador pool.
- d. Contractor shall provide three (3) cycles of trainings each year.
 - i. Each cycle will occur over a three (3) month period and include approximately seventy (70) hours of training.

- ii. The trainings will be offered regionally (North County, South County, Central County and Coastsides) to engage youth throughout the County.
- iii. The trainings will be offered in English, Mandarin, Spanish, and other identified languages as needed through interpreters.
- iv. Trainings will be offered in accessible community-based facilities located in close proximity to public transportation.

4. Supports and Incentives for Youth Ambassadors

- a. Contractor will offer incentives to support youth in HAP-Y, honor the commitment and dedication of Ambassadors, and value of their time, including but not limited to:
 - i. Opportunity to obtain community service hours and/or internship hours.
 - ii. Youth will receive \$700 upon completion of the entire HAP-Y program, which includes the training and community presentations/outreach. In addition, youth may receive \$100 for every three (3) community presentations completed.
 - iii. Youth who find it difficult to receive and cash checks will be offered the option to receive the stipend in the form of a gift card.
- b. Contractor will provide participants ongoing support to address any barriers in program completion that may arise, including but not limited to:
 - i. Convene a group meeting shortly after graduation.
 - ii. Provide opportunities to process triggering training material will also be provided to best support participants in their education and growth.
 - iii. Connecting youth to resources as needed, to address any behavioral health or recovery issues, as well as helping them develop supports.
 - iv. A social media group (on Facebook or another tool chosen by youth) will be created to help Ambassadors connect to and support each other, and opportunities in the community.
 - v. An Ambassador Alumni group will be formed for past participants to stay engaged, support other youth and new Ambassadors, and continue to stay engaged in reducing the stigma of mental illness in their communities.

- c. Contractor will engage and connect with parents and/or guardians of youth as appropriate, especially those under eighteen (18) years of age.
 - i. Contractor will receive consent from parents of minors to participate in HAP-Y.
 - ii. Contractor will refer families as needed to benefit programs such as Medi-Cal and provide other service resources as needed.
- d. Contractor will provide transportation including passes for public transit as needed.
- e. Contractor will provide childcare through a licensed provider on an as-needed basis. Contractor will assure appropriate space, insurance coverage and fingerprint certification is in place to offer childcare for participants.
- f. Trainings will include meals and/or snacks for participants.

5. Opportunities for Youth Ambassadors

- a. Contractor will engage graduating youth, providing opportunities for involvement and connection to resources.
- b. Through coordination with BHRS ODE, Contractor will develop opportunities for Ambassadors to get involved in decision making spaces, conduct community presentations and outreach including but, not limited to:
 - i. County commission assignments; behavioral health initiatives; committees and workgroups; and/or
 - ii. Speaking opportunities at school events such as assemblies, health fairs, Parent-Educator meetings, community colleges, meetings with law enforcement, faith-based organizations, health care and wellness centers, and youth groups.

6. Reporting

Contractor will work with BHRS evaluator to develop an ongoing data collection and reporting plan that may include, but not limited to:

- a. Contractor will collect data on all courses offered, participant progress and program support of HAP-Y graduates in achieving their goals, and will include the following:
 - i. Utilize the HAP-Y pre-post tools for youth;
 - ii. Collect feedback after each day of the course; and

- b. Contractor will collect outcome measure data to demonstrate the impact of HAP-Y improving access to services for youth at risk of developing serious mental illness, and will include the following:
 - i. Contractor will collect data on Ambassador training, the number of community activities they lead or participate in, respective audience sizes (i.e., an approximate number of youth reached through activities), and prevailing attitudes toward seeking help, as well as knowledge of community resources, to measure program impact.
- c. Contractor will collect the Ambassadors knowledge and skills, as well as their ability to positively impact their communities, in such areas as:
 - i. participant knowledge and perception about mental health;
 - ii. ability to respond to an individual experiencing a mental health crisis;
 - iii. ability to provide guidance and suicide first aid to a person at risk, including important aspects of suicide prevention;
 - iv. understand key concepts of recovery; and
 - v. knowledge of appropriate community supports.

J. Trauma-informed Co-occurring Services for Youth

Contractor shall provide Trauma-informed Co-occurring Services for Youth to address trauma and co-occurring substance use issues with youth via culturally relevant evidence-based and/or promising practice programs.

1. Service Approach

- a. *Trauma-informed.* All six key principles of a trauma-informed approach shall be incorporated when serving youth with mental illness and/or co-occurring substance use challenges and their families; safety, trustworthiness and transparency, peer support, collaboration, empowerment and cultural, historical and gender issues.
- b. *Cultural responsiveness.* Culturally responsive services are sensitive to the diverse cultural identity, are delivered by bilingual/bicultural staff and/or are available in the primary language of clients and use the natural supports provided by the client's culture and community. Outreach and engagement strategies shall be designed to reach diverse communities.

- c. *Community Resilience.* As literature continues to grow, we are able to draw the connections between the social determinants of health (SDOH), such as lack of affordable safe housing, quality medical care and education, to preventing and protecting youth from Adverse Childhood Experiences (ACEs). ACEs are imperative to address because they are associated with a variety of health impacts including depression, post-traumatic stress disorder, anxiety, attempted suicide, substance use, academic achievement and high-risk sexual behaviors. A community resilience approach that addresses youth needs at multiple levels (SDOH, ACEs) can improve youth behavioral health outcomes and foster collaboration across child health, public health and community-based supports.

2. Staffing

- a. Program Manager: Contractor will assign 0.2 FTE time of existing staff to serve as the Program Manager and oversee all program operations
 - i. The Program Manager will provide staff supervision, budget management, organizational training and analyze screenings for client referrals and provide connections to care.
- b. Program Coordinator: Contractor will hire a 1.0 FTE bilingual Program Coordinator
 - i. The Program Coordinator will be responsible for facilitating the MBSAT groups across the County, coordinate services and manage community engagement activities.
- c. Mental Health Clinician: Contractor will assign 0.5 FTE of a bilingual Mental Health Clinician to work alongside the Program Coordinator to facilitate the MBSAT groups.
- d. Staff coverage: Contractors will ensure that each MBSAT group has a ratio of at least 1 facilitator for every 8 youth – 1:4 when staffing allows – and efforts will be made to have a secondary facilitator for each group.
 - i. Should the primary and secondary facilitator be unable to facilitate, the program manager will provide coverage.
 - ii. Contractor will also encourage other youth programs within the agency to train their clinicians in MBSAT and use this program, should they need to assist with group services.

- e. Staff supervision: Contractor will ensure that staff supervision occur on a weekly basis and as needed. The Program Coordinator will meet with the Program Manager and other clinicians on staff will meet with the Coordinator and/or Manager on a weekly basis.
- f. Staff training: Contractor will ensure that program staff complete 20 hours of training per year including:
 - i. The 6-hour MBSAT training;
 - ii. The 3-hour Trauma 101 training;
 - iii. Contractor will provide inhouse trainings on topics of HIPAA, Cultural Humility, Sexual Orientation and Gender Identity (SOGI), Trauma-Informed Care, as well as additional topics such as Question Persuade Refer (QPR), and group facilitation.
 - iv. Contractor will seek opportunities to become trainers in all required courses to build internal capacity in each agency to deliver all future trainings.

3. Target population

The Contractor will target youth and transitional age youth (TAY) ages 15-25 who are at greatest risk for adverse childhood experiences including youth who are living in poverty, experiencing homelessness, immigrants, involved in the juvenile justice system, identifying as LGBTQ+, and youth of color. Services will target the regional areas of north and south San Mateo County specifically.

a. Outreach

Contractor will conduct outreach efforts to partner programs within the agency, partner agencies in the community, and schools within the community. Outreach efforts will include:

- i. Participate in tabling events, community nights, and/or visits to community college campuses.
- ii. Engage internal partner programs serving former foster youth, homeless youth, LGBTQ+ youth, young incarcerated adults, juvenile justice engaged youth, school-based youth, and other program participants as appropriate to meet the regional targets.
- iii. Engage external partners such as LifeMoves, Daly City Youth Health Center, the YMCA, Fair Oaks Community Center, and Sequoia Teen Wellness Center.
- iv. Explore potential partnerships with local high schools, community colleges, and other community-based agencies.

4. Services

The services provided will consist of three required components; Group-Based Intervention; Community Engagement; and Social Determinants of Health (SDOH) Screening and Referrals.

- a. Group-Based Intervention – Mindfulness-Based Substance Abuse Treatment (MBSAT)
 - i. Contractor will utilize the MBSAT curriculum, which integrates best practices from the fields of mindfulness, psychotherapy, and substance use relapse treatment as applied to working with adolescents. MBSAT is a manualized intervention that provides guidance on mindfulness meditation, informal mindfulness activities, and substance use education and relapse-prevention strategies over the course of 12 sessions. The goals are to increase emotional awareness, improve insight into substance use, learn about the consequences of substance use and decrease impulsive behaviors.
 - ii. Contractor will ensure that staff delivering the MBSAT curriculum have completed appropriate training/certification required to deliver the services.
 - iii. Contractor will develop a process for selection of facilitator staff that will deliver the curriculum and a training plan that addresses training maintenance in the case of staff turnover. Key qualities of facilitators of mindfulness-based interventions includes authenticity in terms of self-awareness, commitment to daily mindfulness practices and genuine interest in participants to develop positive rapport and relationships. Clinical licensure or license-eligible (e.g. ACSW, AMFT) is preferred but not required.
 - iv. Contractor will facilitate six (6) cohorts of group-based interventions per year, which will consist of at least eight (8) sessions and up to twelve (12) sessions per cohort. One additional (1) session will be conducted in collaboration with BHRS to present on youth community engagement opportunities.
 - v. Forty-eight (48) youth per year, an average of eight (8) youth per cohort, will complete at least eight (8) MBSAT sessions. Contractor shall recruit more than 8 youth per cohort to account for attrition.
 - vi. Provide stipends, refreshments and/or incentives as needed to encourage participation. Refreshments

- should follow healthy food guidelines, limiting salt, saturated and trans fats and added sugars.
- vii. Cohorts will be conducted in community settings (homeless shelter or residence, school, community center, etc.) as available, in the following locations:

North County (Daly City & South San Francisco)

- 1) Transitional Youth Services, Transitional Housing Placement Plus (THP-Plus) for former foster youth ages 18-24 years.
- 2) Daly City Youth Center
- 3) Jefferson Union High School District for youth within the district, specifically at the continuation schools Baden and Thornton High Schools.

South County

- 4) LifeMoves-Haven House.
- 5) Daybreak Transitional Housing Program and Your House South youth shelter, programs for homeless transitional aged youth ages 16-21years.
- 6) Sequoia Union High School for youth within the SUHSD that are struggling with substance use challenges.

South County

- 7) YMCA-East Palo Alto and Redwood City.
- 8) Fair Oaks Community Center and Friends for Youth.

b. Community Engagement

- i. Contractor will provide twelve (12) foundational trauma-informed 101 training for adults and other members of the community that interact with the youth participants (parents, teachers, probation officers, service providers, community, etc.) to create trauma-informed supports for youth.
- iii. Childcare, refreshments and/or incentives will be provided as needed to encourage participation.
- iv. Referrals/resources will be provided to adult participants as appropriate.
- v. Contractor will work in collaboration with BHRS staff to connect and support warm handoff of interested cohort youth to leadership engagement opportunities provided through the Office of Diversity and Equity (ODE) Health Ambassador Program for Youth and

Alcohol and Other Drug (AOD) youth prevention programs.

- c. SDOH Screening and Referrals
 - i. Contractor will screen youth participants at intake for social determinants of health impacts to support appropriate referrals and identifying community-based social service resources and social needs and/or gaps.
 - ii. A screening tool will be developed by BHRS in collaboration with the Contractor.
 - iii. Linkages/referrals, including warm hand-offs to appropriate agencies will be provided to address youth' social needs.
 - iv. Linkages/referrals to BHRS will be provided for individuals who may need more extensive mental health and/or substance use treatment.

5. Reporting and Evaluation

The program will be evaluated for implementation according to contract terms, to ensure the program is achieving desired impact, satisfaction of services from clients, families, and/or communities, responsiveness to target populations, and success, challenges and areas of improvement. Contractor will support the following tracking, reporting and evaluation activities:

Tracking Logs

- a. Cohort implementation – Contractor will track cohort characteristics including, but not limited to:
 - i. total number of sessions conducted per cohort,
 - ii. number of participants enrolled in cohort,
 - iii. number completing all sessions and overall attendance rate
- b. Community engagement services – Contractors will track the following:
 - i. adults engaged in foundational trauma-informed 101 training,
 - ii. demographics of adult participants
 - ii. number of youths successfully linked to youth engagement activities (participated in capacity building activities).
- c. SDOH Screening and Referrals – Contractors will track referrals made to behavioral health, social service needs, including medical.

Evaluation

- a. Contractor will work with BHRS to develop a pre- and post-cohort survey to assess internal strengths and external supports across several contexts of youths' lives: personal, peers, family, school, and community. Other information that will be collected include, but are not limited to:
 - i. SDOH screening results and linkages made.
 - ii. Demographics of youth participants.
 - iii. Youth success stories.
 - iv. Satisfaction surveys with youth and trauma-informed 101 training participants to measure satisfaction with service provision.
- b. Contractor will participate and support the facilitation of any additional evaluation activities as determined by BHRS (e.g. focus groups and/or key interviews).

Reporting Activities

- a. Contractors will submit all Tracking Logs as described above monthly to the BHRS program manager.
- b. Contractors will participate in regular monitoring check-ins with the BHRS program manager to identify challenges and areas of improvement and highlight successes, and annual reporting narratives capturing these factors.
- c. Evaluation data collected including youth demographics, SDOH screening and referral outcomes will be HAP-Y data entered into an online survey portal(s) provided by BHRS.
- d. Contractor will submit a year-end report due by the fifteenth (15th) of August and submitted to the BHRS program manager and the MHSA Manager.

K. Measure K Parent Project

- 1. The Parent Project is an evidenced based, interactive twelve (12) week course that teaches parents/caregivers parenting skills and focuses on how to improve their relationship with their child(ren). Participants will learn effective identification, prevention and intervention strategies.
- 2. Contractor will facilitate five (5) twelve (12) week Parent Project classes (this includes virtual classes/or combination of virtual and in-

person classes) in English and/or Spanish and Tongan and/or Samoan, shall be responsible to conduct outreach at schools and in the community to ensure a minimum of fifteen (15) and maximum of thirty (30) unduplicated parents in each course, and provide appropriate childcare for these classes (at least two (2) childcare contractors per class). Contractor shall provide class materials and food (unless providing class virtually).

3. The Parent Project courses will be co-facilitated by two (2) certified facilitators.
4. Contractor shall be responsible for coordinating additional presentations to suit course needs as appropriate, as well as additional session/format for virtual adaptation of the course.
5. Contractor shall be responsible for printing, distributing, and ensuring completion of program forms (sign in sheets, applications, pre/post surveys, media and childcare waivers).
6. Contractor shall provide program coordinator a detailed list of class participants, including attendance sheets, and total number of participants who received a Completion or Participation Certificate.
7. Contractor shall complete weekly reports and send to program coordinator the Monday after the class is completed and comply with BHRS incident reporting guidelines.
8. Contractor shall complete itemized expense report upon completion of each course, detailing cost for facilitation, administration, childcare services, class materials and food for the entire 12-week course. Contractor expenses must adhere to the allocated funding per course (template and program budget can be provided by ODE if needed). Invoice should be submitted within two (2) weeks of class completion.
9. Contractor shall comply with County data collection process through use of identified Parent Project application forms, pre and post tests, evaluation and other agreed upon tools. These materials are due to County one (1) week after each series is over.
10. Adhere to requirements and standards as outlined by the Parent Project curriculum to maintain fidelity.

L. Youth Mental Health First Aid

1. Youth Mental Health First Aid (YMHFA) is a public education program that teaches adults how to help adolescents ages 12-18) experiencing mental health and/or substance misuse issues, connect to an appropriate level of care. YMHFA is a highly interactive program offered to small groups and teaches the following:
 - a. The prevalence of mental health conditions in the United States and their emotional and economic cost.
 - b. The potential warning signs and risk factors for depression, anxiety disorders, trauma, psychotic disorders, eating disorders, and substance misuse.
 - c. A 5-step action plan to help an individual facing a mental health issue and/or in crisis, connect to professional care.
 - d. Resources available to help someone with a mental health issue.
2. Service Description
 - a. FY 2021-2022
 - i. Contractor will sponsor ten (10) YMHFA trainings in San Mateo County (community-based) utilizing the 8-hour curriculum format.
 - ii. Two (2) to three (3) trainings will be offered in English and the remaining courses will be offered in either Spanish and/or Tongan and/or Samoan as needed.
 - iii. Each training will include a minimum of fifteen (15) participants that have not previously enrolled in the YMHFA class; for a minimum of one hundred fifty (150) participants fully completing and graduating the YMHFA class over the year.
 - iv. If any class does not meet the minimum number of participants, Contractor shall contact ODE for approval to host the training.
 - v. All courses should be culturally informed and include Cultural Humility principles.
 - vi. Contractor shall complete itemized expense report upon completion of each training, detailing cost for facilitation, administration, childcare services, class materials and food. Contractor expenses must adhere to the allocated funding per course (template and program budget can be provided by ODE if needed).

- vii. Adhere to requirements and standards as outlined by the National Council for Behavioral Health including, but not limited to, listing courses online, submitting evaluations online, and enrolling in national listserv through The National Council.
- c. All YMHFA trainings will be offered to parents, community members and leaders in our community. They will also be open to any interested stakeholder in San Mateo County.
- d. The YMHFA classes may be co-facilitated by two (2) certified instructors.
- e. Contractor is responsible for all necessary aspects of planning and delivering the YMHFA training including:
 - i. Outreach, recruitment of and communication with participants;
 - ii. Scheduling and securing in-person locations or virtual locations (e.g. Zoom);
 - iii. Managing learning management system for virtual trainings
 - iv. Ordering YMHFA course materials (including digital manual and course content for virtual trainings and for in-person trainings)in advance of any upcoming trainings and providing one to each participant for a total of 120* course material packets for virtual classes and 120 workbooks for in-person classes ;
 - v. Ordering and distributing gift card incentives (digital copy for virtual classes)
 - vi. Preparing materials needed for the training including, but not limited to, exercises activities, participant folders, manuals, resources/brochures, and supplies (i.e. notepads, presentation remote, name tags, markers, and refreshment)
 - vii. Providing refreshments for participants for in-person trainings;
 - viii. Teaching and facilitating the trainings;
 - ix. Completing all required data collection, data entry, reporting and evaluation activities; and
 - x. Set-up and break-down for each YMHFA class, including classroom arrangement, equipment set-up as needed.
 - xi. Scheduling and ensuring childcare is available when needed. When childcare is needed, two (2) providers will be scheduled per course.

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

3. Reporting

- a. The following documents shall be mailed/submitted by the tenth (10th) workday of the month along with the invoices as described Exhibit B.2, Item I.M.:
 - i. Completed applications including demographics;
 - ii. Attendance sheets;
 - iii. Completed pre and post tests;
 - iv. Completed evaluations;
 - v. Class flyer;
 - vi. Sign in Sheets; and
 - vii. Media release form (if pictures taken)
 - viii. Itemized invoice (template can be provided by ODE if needed).
- b. Contractor shall data enter the completed applications and pre and posttests and evaluations online (link will be provided by BHRS) by the 10th workday of the month.
- c. Contractor shall complete and submit the year-end Attachment M – MHSA Annual Report Template, due by the fifteenth (15th) of August each fiscal year.

M. Adult Mental Health First Aid

1. Adult Mental Health First Aid (MHFA) is a public education program that teaches adults how to help adults experiencing mental health and/or substance misuse issues, connect to an appropriate level of care. MHFA is a highly interactive program offered to small groups and teaches the following:
 - a. The prevalence of mental health conditions in the United States and their emotional and economic cost.
 - b. The potential warning signs and risk factors for depression, anxiety disorders, trauma, psychotic disorders, eating disorders, and substance misuse.
 - c. A 5-step action plan to help an individual facing a mental health issue and/or in crisis, connect to professional care.
 - d. Resources available to help someone with a mental health issue.

2. Service Description

a. FY 2021-2022

- i. Contractor will sponsor ten (10) Adult MHFA trainings in San Mateo County (community based) utilizing the 8-hour curriculum format.
- ii. Two (2) to three (3) trainings will be offered in English and the remaining courses will be offered in either Spanish and/or Tongan and/or Samoan as needed.
- iii. Each training will include a minimum of fifteen (15) participants that have not previously enrolled in the Adult MHFA class; for a minimum of one hundred fifty (150) participants fully completing and graduating the Adult MHFA class over the year.
- iv. If any class does not meet the minimum number of participants, Contractor shall contact ODE for approval to host the training.
- v. All courses should be culturally informed and include Cultural Humility principles.
- vi. Contractor shall complete itemized expense report upon completion of each training, detailing cost for facilitation, administration, childcare services, class materials and food. Contractor expenses must adhere to the allocated funding per course (template and program budget can be provided by ODE if needed).
- vii. Adhere to requirements and standards as outlined by the National Council for Behavioral Health including, but not limited to, listing courses online, submitting evaluations online, and enrolling in national listserv through The National Council.

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

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

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

- i. Outreach, and recruitment of and communication with participants;
- ii. Scheduling and securing in-person locations or virtual locations (e.g. Zoom);

- iii. Managing learning management system for virtual trainings
- iv. Ordering MHFA course materials (including digital manual and course content for virtual trainings and workbooks for in-person trainings) in advance of any upcoming trainings and providing one to each participant for a total of 120* course material packets for virtual classes and 120* workbooks for in-person classes over the year
- v. Ordering and distributing gift card incentives (digital copy for virtual classes
- vi. Providing refreshments for participants for in-person trainings;
- vii. Teaching and facilitating the trainings;
- viii. Completing all required data collection, data entry, reporting and evaluation activities; and
- ix. Set-up and break-down for each MHFA class, including classroom arrangement, equipment set-up as needed.
- x. Scheduling and ensuring childcare is available when needed. When childcare is needed, two (2) providers will be scheduled per course.

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

3. Reporting

- a. The following documents shall be mailed/submitted by the tenth (10th) workday of the month along with the invoices as described Exhibit B.2, Item I.N.:
 - i. Completed applications including demographics;
 - ii. Attendance sheets;
 - iii. Completed pre and posttests;
 - iv. Completed evaluations;
 - v. Class flyer;
 - vi. Sign in Sheets; and
 - vii. Media release form (if pictures taken)
 - viii. Itemized invoice (template can be provided by ODE if needed).
- b. Contractor shall data enter the completed applications and pre and posttests and evaluations online (link will be provided by BHRS) by the tenth (10th) workday of the month.
- c. Contractor shall complete and submit the year-end Attachment M – MHSA Annual Report Template, due by the fifteenth (15th) of August each fiscal year.

N. Technology Supports for Clients

Through the Mental Health Service Act (MHSA) and the Coronavirus Aid, Relief, and Economic Security (CARES) Act, BHRS secured funding to provide technology supports (devices and data plans) for clients and family members of clients that would benefit from telehealth and/or other behavioral health services, but do not have the resources to purchase the technology they need.

In FY 2020-21, Contractor received forty-five (45) CARES Act-funded tablets with a one-year data plan subscription to support client participation in services. Additionally, Contractor received FIFTY-NINE THOUSAND ONE HUNDRED SIXTY DOLLARS (\$59,160) of MHSA one-time funding to purchase up to 200 additional devices in FY 2020-21 with a one-year data plan subscription and/or device accessories (earbuds, styluses, screen protectors, etc.) to support use of the devices by members.

1. Services

- a. Contractor will continue to distribute any remaining devices and accessories in accordance with the guidance set forth in this agreement.
- b. Contractor will continue to utilize the Contractor-developed screening or process to allocate the devices to clients and families most in need and who are unable to take advantage of other low-cost and/or income-based technology services.
- c. Contractor will continue to utilize the Contractor-developed user agreement for clients to support safety and accountability while using the devices. See Attachment U – Sample Device User Agreement and Waiver.

2. Reporting Activities

- a. As a condition of accepting the CARES Act funded tablets, Contractor is required to continue submitting monthly Tracking Logs through the remainder of the one-year data plan subscription, see Attachment V - Technology Supports – Monthly Reporting Form. Contractor shall report the following:
 - ii. Client(s) name receiving tablet for participation in services.
 - iii. Number of devices used to support client services on-site (for example, a shared tablet at residential facility to facilitate group sessions, field services, etc.); including the following information:

- (1) location/site;
 - (2) service provided using the device(s); and
 - (3) number of clients served.
- b. For MHSA One-Time funding, Contractor will continue to submit the monthly Tracking Logs through the remainder of the one-year data plan subscription, see Attachment V - Technology Supports – Monthly Reporting Form along with invoices for reimbursement:
 - i. Total number of phones and total number of tablets ordered.
 - ii. Detail other device accessories purchased to support client participation in services.
 - ii. Client(s) name and device (phone/tablet) and/or accessories received.
 - iii. Number of devices used to support client services on-site (for example, a shared tablet at residential facility or lobby, to facilitate group sessions, field services, etc.); including the following information:
 - (1) location/site;
 - (2) service provided using the device(s); and
 - (3) number of clients served.

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.), in the event that 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. In the event that 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. Timely Access to Services

The Contractor shall ensure compliance with the timely access requirements as referenced in 42 C.F.R. § 438.206(c)(1)(iv).

- a. Contractor shall return phone calls to an authorized client within **one (1) business day**. Contractor shall offer an available initial visit with an authorized client within **five (5) business days of the client's request for an appointment**. The client must be seen within **ten (10) business days** of the request for an appointment.
- b. The County shall monitor Contractor regularly to determine compliance with timely access requirements. (42 C.F.R. § 438.206(c)(1)(v).
- c. The County shall work with the Contractor to improve timely access and/or take corrective action if there is a failure to comply with timely access requirements. (42 C.F.R. § 438.206(c)(1)(vi).

5. Record Retention

Paragraph 15 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of ten (10) years, except the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until ten (10) years beyond the person's eighteenth (18th) birthday or b) for a

period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards. Contractor may maintain records for a longer period of time if required by other regulations or licenses.

6. Documentation of Services

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

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

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

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

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. Other Required Training

Contractor will complete and maintain a record of annual required trainings. The following trainings must be completed on an initial and then annual basis:

- a. Confidentiality & HIPAA for BHRS Mental Health and AOD: All New Staff HIPAA
- b. Compliance Training for BHRS New Staff
- c. Fraud, Waste, & Abuse Training for BHRS: All New Staff
- d. Critical Incident Management for BHRS
- e. Cultural Humility
- f. Interpreter training (if using interpreter services)

Trainings may be offered through the County's Learning Management System (LMS) located at: https://sanmateocounty.csod.com/LMS/catalog/Welcome.aspx?tab_page_id=-67.

Contractor must register on the LMS site to access the training modules. The link to register for a LMS new account is:

<https://sanmateocounty.csod.com/selfreg/register.aspx?c=bhrscp01>

. Proof of training, such as certificate of completion, may be requested at any time during the term of this Agreement.

13. Site Certification

- a. Contractor will comply with all site certification requirements. Contractor shall maintain all applicable certifications through San Mateo County to provide any of the following reimbursable services: Short-Doyle Medi-Cal, MediCal, Medicare, or Drug MediCal.
- b. Contractor is required to inform BHRS Quality Management, in advance, of the following major changes:
 - 1) Major leadership or staffing changes.
 - 2) Major organizational and/or corporate structure changes (example: conversion to non-profit status).
 - 3) Any changes in the types of services being provided at that location; day treatment or medication support services when medications are administered or dispensed from the provider site.
 - 4) Significant changes in the physical plant of the provider site (some physical plant changes could require a new fire or zoning clearance).
 - 5) Change of ownership or location.
 - 6) Complaints regarding the provider.

14. 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.

15. 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.

16. 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>.

17. Fingerprint Compliance

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

- a. Adhere to CFR Title 9 Section 13060 (Code of Conduct) when providing services to individuals with whom they have contact as a part of their employment with the Contractor; or
- b. Obtain a waiver from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as part of their employment with the Contractor.

18. 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.

19. 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.

C. Cultural Competency

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

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

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

- a. Implementation of policies and practices that are related to promoting diversity and cultural competence, such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance.
- b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
- c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation in health records to improve service provision and help in planning and implementing CLAS standards.
- d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner.)
- e. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e. sponsored by BHRS or

other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.

2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council (CCC) for the term of the Agreement. Participation in the CCC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more information about the CCC, and other cultural competence efforts within BHRS, contact HEIM.
3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If Contractor is unable to provide services in those languages, Contractor is expected to contact Access Call Center or their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact HEIM.
4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.
5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager and HEIM at ode@smcgov.org to plan for appropriate technical assistance.

D. Availability and Accessibility of Service

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

E. Surety Bond

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

III. GOALS AND OBJECTIVES

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

A. ALL PROGRAMS

Goal 1: Contractor shall enhance programs' cultural competence.

Objective 1: Contractor shall document that staff from each program have completed two (2) cultural competency trainings, designed to meet the needs of their specific programs.

Objective 2: Contractor shall engage, recruit or serve young people that reflect and represent the County's demographic diversity, in particular youth from ethnic groups that present lower levels of developmental assets (Pacific Islanders, Hispanic/Latinos and African-Americans).

Goal 2: Contractor shall apply youth development and trauma-informed principles into practice across all programs.

Objective 1: Contractor shall document actions taken to apply trauma-informed practices, build relationships with and support youth, and provide opportunities for authentic youth involvement.

B. MENTAL HEALTH SERVICES

1. Youth S.O.S.

Goal 1: Youth S.O.S. will decrease the need to involve law enforcement and psychiatric emergency services for youth in crisis.

Objective 1: Eighty-five percent (85%) of youth who receive Youth S.O.S. crisis intervention services will be diverted from use of psychiatric emergency services.

Objective 2: Eighty-five percent (85%) of youth who receive Youth S.O.S. crisis intervention services will not require law enforcement intervention.

Goal 2: For youth who receive Youth S.O.S. intervention will be diverted from suicide.

Objective 1: Seventy-five percent (75%) of youth who are experiencing suicidal thoughts (intent and ideation) who receive Youth S.O.S. crisis intervention services will be diverted from suicide within the same school year.

2. Girls' Program

Goal 1: Participants will stabilize in the community upon receipt of mental health services through the Girls' Juvenile Court Program.

Objective 1: Sixty-five percent (65%) of participants will participate successfully in individual, group, and family therapy as measured by consistent attendance, level of engagement, and progress toward treatment goals.

Data shall be collected by Contractor.

3. Early Childhood Community Team

Goal 1: Clients will report noted improvement in the level of attachment between themselves and their child.

Objective 1: At least ninety percent (90%) of parents will self-report feeling emotionally closer to their child, and better able to understand their developmental cues by the end of the treatment.

4. Early Childhood Mental Health Consultation (ECMHC)

Goal 1: Consultants will enhance providers' understanding of the child and family, and development of effective and responsive ways to support and intervene with the child in a group care/educational setting

Objective 1: Ninety percent (90%) of providers will feel the consultant was helpful in their thinking about the value of strengthening the relationship between the center and the parents.

Data shall be collected by Contractor.

5. Health Ambassador Program – Youth

Goal 1: Contractor will expand the Health Ambassador Program through adapting the program for youth and young adults.

Objective 1: Contractor will recruit twenty (20) youth within the first year of program operation.

Goal 2: Contractor will develop and execute a HAP-Y training/certification program.

Objective 2: Twenty (20) recruits will successfully graduate from the Ambassador certification program within the first year of program operation.

Goal 3: Contractor will develop and deliver presentations about the HAP-Y program to schools in San Mateo County.

Objective 3: Presentations will be made to five (5) schools in San Mateo County within the first year of operation.

*** END OF EXHIBIT A.2 ***

EXHIBIT B.2 – PAYMENTS AND RATES
STARVISTA
MENTAL HEALTH SERVICES
FY 2021 – 2022

In consideration of the services provided by Contractor in Exhibit A.2, County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

In full consideration of the services provided by Contractor under this Agreement and subject to the provisions of Paragraph 4 of this Agreement, County shall pay Contractor in the manner described below:

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 4 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount County shall be obligated to pay for all services rendered under this Agreement shall not exceed SIX MILLION NINE HUNDRED TWENTY THOUSAND FIVE HUNDRED SEVENTY-SEVEN DOLLARS (\$6,920,577).

B. Girls' Program

County shall pay up to a maximum of ONE HUNDRED SIXTY-ONE THOUSAND ONE HUNDRED THIRTEEN DOLLARS (\$161,113) for services provided under Exhibit A.2, Paragraph I.B. of this Agreement.

1. July 1, 2021 through August 31, 2021

Contractor shall be paid up to a maximum of EIGHT THOUSAND DOLLARS (\$8,000) for the Girls' Program.

- a. Mental Health Services described in Paragraph I.B.2. of Exhibit A.2, County shall pay Contractor at the rate of THREE DOLLARS AND NINE CENTS (\$3.09) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph IV.18. of this Exhibit B.2.
- b. Case Management described in Paragraph I.B.3. of Exhibit A.2, County shall pay Contractor at the rate of TWO DOLLARS AND THIRTY-EIGHT CENTS (\$2.38) per minute.

County shall pay such rate less any third-party payments as set forth in Paragraph IV.18. of this Exhibit B.2.

- c. Crisis Intervention Service described in Paragraph I.B.4. of Exhibit A.2, County shall pay Contractor at the rate of FOUR DOLLARS AND FIFTY-EIGHT CENTS (\$4.58) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph IV.18. of this Exhibit B.2.
- d. Payment shall be made on a monthly basis upon County's receipt of the following:
 - i. All required documentation adhering to Medi-Cal guidelines,
 - ii. Documentation for each minute of service, and
 - iii. Documentation relating to each appropriate authorization.

2. September 1, 2021 through June 30, 2022

Contractor shall be paid up to a maximum of ONE HUNDRED FIFTY-THREE THOUSAND ONE HUNDRED THIRTEEN DOLLARS (\$153,113) for the Girls' Program.

- a. Mental Health Services described in Paragraph I.B.2. of Exhibit A.2, County shall pay Contractor at the rate of THREE DOLLARS AND NINE CENTS (\$3.09) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph I.FF. of this Exhibit B.2.
- b. Payment shall be made on a monthly basis upon County's receipt of the following:
 - i. All required documentation adhering to Medi-Cal guidelines,
 - ii. Documentation for each minute of service, and
 - iii. Documentation relating to each appropriate authorization.

C. Telephone Hotline and Web-based Crisis Intervention and Suicide Prevention Services

County shall pay up to a maximum of ONE HUNDRED TWENTY-NINE THOUSAND THIRTY-NINE DOLLARS (\$129,039) for Crisis Intervention and Suicide Prevention Services as described in Paragraph I.C. of Exhibit A.2.

- 1. Contractor shall be reimbursed the full cost of providing services. Unless otherwise authorized by the Chief of San Mateo Health or

designee, the monthly payment by County to Contractor for the services shall be one-twelfth (1/12) of the total obligation for those services or TEN THOUSAND SEVEN HUNDRED FIFTY-THREE DOLLARS (\$10,753).

D. Youth Stabilization, Opportunity & Support (S.O.S.) Team

County shall pay up to a maximum of ONE MILLION ONE HUNDRED THIRTY-ONE THOUSAND FIVE HUNDRED EIGHT DOLLARS (\$1,131,508) for the Youth S.O.S. Team as described in Paragraph I.D. of Exhibit A.2. SIX HUNDRED EIGHTY-EIGHT THOUSAND DOLLARS (\$688,000) will be funded by the Mental Health Services Act (MHSA) and the remainder, up to FOUR HUNDRED FORTY-THREE THOUSAND FIVE HUNDRED EIGHT DOLLARS (\$443,508) will be funded by Family Urgent Response System (FURS) program funds.

1. FY 2021 – 2022

Contractor shall bill the County on the tenth (10th) business day of the month clearly itemizing expenditures and services delivered the previous month as per the attached budget. Invoices shall include an itemized list of expenses and are subject to approval by the BHRS Manager.

E. Texting and Social Media – Innovation Tech Suite Pilot

County shall pay up to a maximum of ONE HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$125,000) for Texting and Social Media – Innovation Tech Suite Pilot as described in Paragraph I.D. of Exhibit A.2.

1. FY 2021 – 2022

- a. Contractor shall be reimbursed the full cost of providing services described in Exhibit A.2, Paragraph D. Contractor shall bill the County on the tenth (10th) business day of the month clearly itemizing expenditures and services delivered the previous month as per the following budget:

1. Personnel	
Staffing	\$ 65,155
Benefits	\$ 16,940
2. Operating	
Office Supplies	\$ 2,000
NEW phones/computers	\$ 2,000
Telephone/Internet	\$ 2,000
Printing/Stationary	\$ 5,000

Mileage	\$ 2,000
Recruiting	\$ 100
Rent/office	\$ 4,000
Utilities	\$ 1,500
Equipment Lease/Rent	\$ 300
Maintenance/Repair/Security	\$ 500
Consultants/Trainings	\$ 2,000
Filing Fees/Fingerprints	\$ 100
Health Screen/-Employees	\$ 100
Youth Stipends	\$ 5,000
3. Indirect	\$ 16,304
TOTAL	\$125,000

F. Early Childhood Community Team

Contractor shall be paid a maximum of FOUR HUNDRED FORTY-TWO THOUSAND FOUR HUNDRED SIXTY-EIGHT DOLLARS (\$442,468) for the Early Childhood Community Team and the 4.33 FTE positions described in Paragraph I.E.

1. The monthly rate of payment by the County to Contractor shall be one-twelfth (1/12) of the maximum amount per month, or THIRTY-SIX THOUSAND EIGHT HUNDRED SEVENTY-TWO DOLLARS (\$36,872).

G. Early Childhood Community Team – Measure K

Contractor shall be paid a maximum of SEVEN HUNDRED THIRTEEN THOUSAND SIX HUNDRED THIRTY-SIX DOLLARS (\$713,636) FTE positions described in Paragraph I.E.6.

1. The monthly rate of payment by the County to the Contractor shall be one-twelfth (1/12) of the maximum amount per month, or FIFTY-NINE THOUSAND FOUR HUNDRED SEVENTY DOLLARS (\$59,470).

H. Co-Chair of the Diversity and Equity Council

Contractor shall be paid a maximum of TEN THOUSAND EIGHT HUNDRED SIXTEEN DOLLARS (\$10,816) for services described in Exhibit A.2 Paragraph I.F. of the Agreement.

1. The monthly rate of payment by the County to Contractor shall be one twelfth (1/12th) of the maximum amount per month or NINE HUNDRED ONE DOLLARS (\$901).

I. Early Childhood Mental Health Consultation (ECMHC)

Contractor shall be paid a maximum of NINETY-FIVE THOUSAND FIVE HUNDRED FIVE DOLLARS (\$95,505).

1. For the provision of Program services as described in Paragraph I.G. of Exhibit A.2, County shall pay Contractor at a rate of ONE HUNDRED SEVENTEEN DOLLARS AND FOUR CENTS (\$117.04) per hour of service, not to exceed eight hundred sixteen (816) hours.

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

1. County shall pay Contractor up to a maximum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for the provision of services as described in Paragraph I.H. of Exhibit A.2.
 - a. Contractor shall bill the County on the tenth (10th) business day of the month clearly itemizing expenditures and services delivered the previous month, which are subject to approval by the BHRS Manager.
 - b. Payments shall be made for actual costs and shall be paid monthly following receipt of invoice by Contractor.

K. Trauma-informed Co-occurring Services for Youth

County shall pay Contractor up to a maximum of NINETY THOUSAND DOLLARS (\$90,000) for the provision of services as described in Paragraph I.J. of Exhibit A.2.

1. Contractor shall submit monthly invoices for reimbursement, which will include an itemized list of services provided as per the attached budget, and subject to approval by the BHRS Manager.
2. Payments shall be made for actual costs and shall be paid monthly following receipt of invoice by Contractor.

L. Parent Project

Contractor shall be paid a maximum of SIXTY THOUSAND THREE HUNDRED DOLLARS (\$60,300) for Parent Project classes described in Exhibit A.24 Section I.C. of this Agreement. This amount includes an

additional TWO HUNDRED FORTY-FOUR DOLLARS (\$244) for additional outreach and class sessions if needed.

1. Contractor shall be paid TWELVE THOUSAND SIXTY DOLLARS (\$12,060) per class, not to exceed four (5) classes Please refer to budget template below.

Parent Project	
Yearly budget template	
<i>*Based on 12-week course model, # of sessions may vary based on in-person or virtual facilitation of the course</i>	
Deliverable of (5) 12-week courses per FY	
Instruction	Total for the FY
Facilitator Fee \$50 per hr @ 4hr per class X 12 classes= \$2,400 X 2 facilitators=\$4,800 per 12-week course	\$24,000
Facilitator outreach/additional preparation meetings \$50 per hr @ 1hr per week X 12 weeks= \$600 X 2 facilitators=\$1,200 per 12-week course	\$6,000
Training Materials/Services	Total for the FY
Parent Workbook \$20.00 per participant X 15 participants= \$300 per 12-week course <i>*if more than 15 participants contractor should contact ODE to discuss purchasing of more books</i>	\$1,500
Supplies for participants (pens, index cards, clappers...) \$50 per 12-week course	\$250
Childcare services & supplies 1 aid @ \$24.65 per hr and 1 experienced teacher @ \$31 per hr X 4hr per class X12 classes= \$2,671.20	\$13,356.00
Childcare supplies (paper/markers/crayons/movies/first aid kit) \$50 per 12-week course	\$250
Food service \$125 per class X 12 classes= \$1,500 + \$40 water= \$1,540	\$7,700
Food supplies (napkins, plates, cups, silverware) \$50 per 12-week course	\$250
Graduation supplies (pot luck, giveaways etc.) \$50 per 12-week course	\$250
Outreach	Total for the FY
Weekly gift card raffle \$25 gift card X 12 classes= \$300 per 12-week course	\$1,500
Administration	Total for the FY
Agency Sponsorship \$1000 per 12-week course	\$5,000
TOTAL	\$60,056
The highlighted line items/amounts may be adjusted or reallocated with the approval of ODE, if providing all or partial virtual facilitation of the course. For example, funds can be moved to cover additional outreach or class sessions. This includes the additional \$244 included in the total budget.	

M. Youth Mental Health First Aide

Contractor shall be paid a maximum of TWENTY-ONE THOUSAND NINE HUNDRED EIGHT DOLLARS (\$21,908) for Youth Mental Health First Aid as described in Paragraph I.L. of Exhibit A.2, as per the following budgets below.

1. Contractor shall be paid TWENTY-ONE THOUSAND NINE HUNDRED EIGHT DOLLARS (\$21,908)
2. Contractor shall be reimbursed the full cost of providing services described in Paragraph I.L. of Exhibit A.2. Contractor shall provide a detailed invoice and supporting documentation to the County on the tenth (10th) workday of the month clearly itemizing expenditures and services delivered the previous month.

N. Adult Mental Health First Aide

Contractor shall be paid a maximum of TWENTY-ONE THOUSAND NINE HUNDRED EIGHT DOLLARS (\$21,908) for Adult Mental Health First Aid as described in Paragraph I.M. of Exhibit A.2, as per the following budgets below.

1. Contractor shall be paid TWENTY-ONE THOUSAND NINE HUNDRED EIGHT DOLLARS (\$21,908)
2. Contractor shall be reimbursed the full cost of providing services described in Paragraph I.M. of Exhibit A.2. Contractor shall provide a detailed invoice and supporting documentation to the County on the tenth (10th) workday of the month clearly itemizing expenditures and services delivered the previous month.

O. Technology Supports for Clients

1. Contractor shall submit the corresponding Attachment V Reporting Form for the technology support of tablets, funded by the CARES Act. Contractor's reporting shall include monthly tracking logs as described in Exhibit A.2 – Reporting Activities.
2. Contractor shall submit the corresponding Attachment V Reporting Form for the technology supports of the cell phones, funded by the MHSA. Contractor's reporting shall include monthly tracking logs as described in Exhibit A.2 – Reporting Activities.

P. Monthly Invoice and Payment

1. Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize direct and indirect services (if applicable) for which claim is made.

- a. Direct Services/Claims

Completed Service Reporting Forms or an electronic services file will accompany the invoice and provide back-up detail for the invoiced services. The Service Reporting Forms will be provided by County, or be in a County approved format, and will be completed by Contractor according to the instructions accompanying the Service Reporting Forms. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary. The electronic services file shall be in the County approved Avatar record format.

- b. Indirect Services/Claims

Indirect services (services that are not claimable on the Service Reporting Form or electronically) shall be claimed on the invoice and shall be billed according to the guidelines specified in the contract.

2. Payment by County to Contractor shall be monthly. Claims that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims that are received 180 days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Claims may be sent to BHRS-Contracts-Unit@smcgov.org OR:

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

- Q. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual

revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of San Mateo County Health or designee.

R. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.

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

T. Inadequate Performance

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

U. Election of Third-Party Billing Process

Contractor shall select an option for participating in serial billing of third-party payors for services provided through this Agreement through the completion of Attachment C – Election of Third Party Billing Process. The completed Attachment C shall be returned to the County with the signed Agreement. Based upon the option selected by the Contractor the appropriate following language shall be in effect for this Agreement.

1. Option One

a. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through this Agreement. Within ten (10) days of the end of each month, Contractor shall provide to County copies of the Explanation of Benefits or other

remittance advice for every third-party payment and/or denial of such third-party payments for services provided by Contractor during such month. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph BB of this Exhibit B.2. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement, through the Cost Report reconciliation.

- b. Contractor shall provide a copy of each completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this Agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due within ten (10) days of the end of the first month of the Agreement.

2. Option Two

- a. Contractor shall provide information to County so that County may bill applicable other third-parties before billing Medi-Cal for services provided by Contractor through this Agreement. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph BB of this Exhibit B.2. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement through the Cost Report reconciliation.
- b. Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date

of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due within ten (10) days of the end of the first month of the Agreement.

V. Beneficiary Billing

Contractor shall not submit a claim to, demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract except to collect other health insurance coverage, share of cost and co-payments. The Contractor shall not hold beneficiaries liable for debts in the event that the County becomes insolvent, for costs of covered services for which the State does not pay the County, for costs of covered services for which the State or the County does not pay the Contractor, for costs of covered services provided under this or other contracts, referral or other arrangement rather than from the County, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary with an emergency psychiatric condition.

W. Cost Report/Unspent Funds

1. Contractor shall submit to County a year-end cost report no later than August 15th after the end of the fiscal year. Contractor shall submit to County a year-end single audit report no later than November 15th after the end of the fiscal year. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.
2. If the annual Cost Report provided to County shows that total payment to Contractor exceeds the total actual costs for all of the services rendered by Contractor to eligible patients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the BHRS Director or designee. By mutual agreement of County and Contractor, contract savings or “unspent funds” may be retained by Contractor and expended the following year, provided that these funds are expended for SUD services approved by County and are retained in accordance with the following procedures.
 - a. Contractor shall submit a summary calculation of any savings ninety (90) days after end of the fiscal year. The summary calculation will be a separate report from the year-end cost report. With the summary calculation Contractor shall return the amount of the savings.

- b. At the time of the submission of the summary calculation Contractor may request to rollover some or all of any savings. The request must be made in writing to the BHRS Director or designee. The request shall identify specifically how the rollover funds will be spent, including a detailed budget. Savings shall not be spent until Contractor receives a written approval of the request. Approved rollover funds shall be spent only for the succeeding fiscal year and only for the specific purpose(s) requested and approved.
- c. If the specific purpose is not yet complete as of the end of the succeeding fiscal year, contractor may request to rollover the unspent funds to the succeeding second fiscal year by submitting a written request with the accounting report. The unspent rollover funds shall not be spent until the request is approved by the BHRS Director or designee.
- d. A final accounting of the rollover funds shall be submitted ninety (90) days after the specific purpose has been completed, or ninety (90) days after the end of the second fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.

X. Claims Certification and Program Integrity

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

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

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

Executed at _____ California, on _____ 20____

Signed _____ Title _____
Agency _____ ”

3. The certification shall attest to the following for each beneficiary with services included in the claim:
- a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
 - b. The beneficiary was eligible to receive services described in Exhibit A.2 of this Agreement at the time the services were provided to the beneficiary.
 - c. The services included in the claim were actually provided to the beneficiary.
 - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
 - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.
 - f. For each beneficiary with specialty mental health services included in the claim, all requirements for Contractor payment authorization for specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
 - g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
4. Except as provided in Paragraph II.A.4. of Exhibit A.2 relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California

Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

*** END OF EXHIBIT B.2 ***

EXHIBIT A.3 – SERVICES
STARVISTA
THE SAN MATEO COUNTY PRIDE CENTER
FY 2021 – 2022

In consideration of the payments set forth in Exhibit B.3, Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

Lesbian, gay, bisexual, transgender and questioning and other gender identities (LGBTQ+) individuals and families are considered one of the most vulnerable and marginalized communities in the United States. Many experience multiple levels of stress due to constant subtle or covert acts of homophobia, biphobia and transphobia against them, putting them at high risk for Serious Mental Illness (SMI) or Serious Emotional Disturbance (SED). In particular, LGBTQ+ youth are especially vulnerable with higher rates of victimization, of having a mental health disorder, higher rates of homelessness and suicide. LGBTQ+ adults are also at higher risk of depression and isolation from family and other social supports. Transgender persons remain the most vulnerable, experiencing the highest rates of assaults, violence and discrimination compared to lesbians and gays. Intersectional identities and barriers along with stigma impact access to mainstream services for this population. The San Mateo County Pride Center (Pride Center) services will provide a collaborative approach to culturally responsive services to address the challenges presented by high-risk mental health challenges among LGBTQ+ youth, older adults, transgender and gender non-conforming.

A. Services

1. Services shall be provided through a collaboration of agencies that include: Outlet, Peninsula Family Service, and StarVista.
 - a. Each agency will assume responsibility for unique programmatic functions and coordinate closely with one another to ensure a spectrum of needs are attended to.
 - b. Contractor will recruit agencies on an on-going basis to meet the evolving needs to the LGBTQ+ community, based on input received from clients, volunteers, staff, and established community groups.
2. Contractor will assume financial responsibility for the Pride Center.
3. Pride Center staff will meet weekly to discuss programmatic and administrative issues related to the functioning of the Pride Center and its referral partners.

4. A diverse Pride Center Community Advisory Group will be maintained to provide feedback and recommendations to the Pride Center's programming.
 - a. The advisory group will also review evaluations of activities and make suggestions for program improvement and the Pride Center sustainability.
 - b. Regular and consistent community involvement and engagement will be a necessary component to the advisory group's operation.
5. Services will address the complex and varied needs of LGBTQ+ persons at high risk for serious mental illness (SMI) and/or serious emotional disability (SED).
 - a. The Pride Center will provide increased access to behavioral health services, increased quality of such services, and increased interagency and community collaboration for SMI/SED LGBTQ+ individuals.
 - b. The Pride Center will focus on SMI/SED co-occurring treatment, counseling and crisis intervention, case management, peer support services and substance use services, which will be delivered within the context of social, community, clinical and resource components.
6. The Pride Center will offer culturally responsive services and supports provided at times/days (including weekends) that would best meet the needs of the community, including offering services to other parts of the County as needed.
7. Services will be provided through the coordination of three main components: (a) social and community engagement, (b) clinical and (c) training resource center including a social media and online presence.
 - a. Social and community engagement component aims to engage, educate and provide support to LGBTQ+ individuals through peer-based models of wellness and recovery.
 - i. Outreach and coordination of services for the LGBTQ+ community. Particular attention and efforts will be given to racial/ethnic/linguistic as well as geographically isolated communities in San Mateo County.
 - ii. Work collaboratively and closely with other service providers both within and outside San Mateo County,

- to ensure that appropriate services are available to LGBTQ+ individuals connected to the Pride Center.
 - iii. Regular drop-in hours will be maintained at the Pride Center.
 - iv. Peer mentors will be available during drop-in hours.
 - v. Meeting space will also be available for groups, such as NA/AA, WRAP, PFLAG, Pride Initiative meetings, and for community groups from the LGBTQ+ community. This room can also be used for trainings made available to community traditional and non-traditional organizations.
- b. The clinical component is comprised of both behavioral health services focusing on the underserved LGBTQ+ communities and a resource and training ground for healthcare providers to build competency working with the LGBTQ+ population especially with the transgender and gender non-conforming/variant community.

Behavioral health services:

- i. Mental health and substance use services will be provided by bilingual/bicultural licensed providers, including case management, counseling, medication assistance and support, including clients who qualify for Medi-Cal.
- ii. Services will include resources outside the Pride Center and at core agency sites throughout the County.
- iii. All interns, trainees and licensed clinicians will demonstrate training and experience working with and serving the LGBTQ+ community.
- iv. Contractor will make every attempt to recruit clinicians who represent and have experience working with various racial and ethnic communities. Clinical staff will include members who speak Spanish, Chinese, and Tongan.
- v. Staff will have access to ongoing trainings provided at the Pride Center and continue to evolve in their LGBTQ+ competency.
- vi. All clinical services provided to the Pride Center's clients will be overseen by a licensed mental health professional.
- vii. All trainees and unlicensed interns providing services to LGBTQ+ individuals at the Pride Center will receive supervision from licensed supervisors with LGBTQ+ expertise.

- viii. All clinical staff will actively work to assist clients, their families and their communities to reduce stigma and support the creation of safe, affirming environments for LGBTQ+ clients.
- ix. Clinical staff will meet at least twice each month to provide peer consultation to maximize the effectiveness of services.
- x. Contractor staff will develop both peer-run and therapy groups for at-risk individuals. Groups will be designed to reduce high-risk symptoms such as self-harming behaviors, trauma symptoms, and to provide family support and education to non-affirming family members.

Clinical training and resource services:

- i. The clinical staff will be available to consult with mental health professionals throughout the County, seeking support in working with an LGBTQ+ client.
 - ii. The meeting room at the Center will be made available to consult with a group of community mental health providers seeking support in working with LGBTQ+ clients.
 - iii. A training program, rooted in evidenced-based and community-defined practices, to train health and human services interns and trainees on LGBTQ+ affirmative practices will be included. Trainings will be provided at the Center for community mental health professionals working with LGBTQ+ clients of all ages.
 - iv. The clinical staff will be available for crisis support in the schools should an incident of bullying or other hate-crime require active facilitation by a professional.
 - v. Contractor staff will be available when consulting within a given school on how to evolve the school's programs and policies to create an LGBTQ+ safe school.
- c. The Training Resource and Social Media component will provide a hub for local, County and national LGBTQ+ resources, training and the creation of an online and social media presence.
- i. Provide trainings to the community at-large at the Pride Center and in the community as available. Trainings will focus on most frequently requested topics as well as emerging issues including how to work with transgender persons; substance use challenges; best practices in working with LGBTQ+ youth, adults, and seniors.

- ii. Thirty (30) educational trainings and presentations will be provided to area schools, community mental health agencies and any community members interested in reducing stigma within their organizations.
- iii. Organizations from outside of San Mateo County will be solicited to provide trainings with San Mateo County. Examples may include but are not limited to, Gender Spectrum (e.g., gender non-conforming clients to area clinicians), National Center for Lesbian Rights (e.g., legal issues impacting LGBTQ+ Immigrants), and the UCSF Gender Clinic (e.g., medical issues relevant to transgender individuals).
- iv. Maintain a Pride Center webpage, Facebook, Twitter, Instagram and access to support and services through various types of media. Information and referral will be accessible electronically.
- v. In collaboration with the LGBTQ+ Commission, maintain a referral database of LGBTQ+ safe services within the Bay Area, housed at the Pride Center and accessible to drop-in individuals. This database will be created in collaboration with the LGBTQ+ Commission's current activities aimed at developing referral sources.
- vi. The resource database will include access to crisis services, mental health referrals, vocational services, safe emergency housing support, referrals to legal services, referral to psychiatric services, referrals to out-of-county and Bay Area resources, County religious communities and other non-traditional organizations that are LGBTQ+ safe and affirming, listings of social activities and LGBTQ+-friendly services.
- vii. To the extent possible and practical, the Pride Center's resource efforts will tap into existing resource services such as Pink Spots and Betty's List. This resource database will also include any community resources that have already been gathered by the LGBTQ+ Commission and the Pride Initiative as well as data available through existing mental health programs such as the Crisis Center at StarVista.
- viii. A procedure will be maintained to choose referral partners and to provide trainings to staff as needed.
- ix. The online resources will be integrated into existing County web-based sites such as the Pride Initiative. The types of services provided online will be tailored to reach County LGBTQ+ individuals and families.

- x. On-line services (i.e., Chatroom) will be staffed by peer mentors and StarVista Crisis Hotline staff.
- xi. Establish relationships with the new transgender clinic at the San Mateo hospital to ensure warm referrals for clients.

8. Ongoing Reporting and Evaluation

- a. Contractor will continue data collection, data entry and reporting activities as determined by an independent evaluator contracted by the County.
- b. Contractor will submit quarterly reports to the BHRS program manager that include progress-to-date, achievements and challenges and narrative specifically addressing any relevant impact the Pride Center has on the following MHSA indicators:
 - i. Improve timely access & linkage to treatment for underserved populations
 - ii. Reduce stigma and discrimination
 - iii. Increase number of individuals receiving public behavioral health services
 - iv. Reduce disparities in access to care
 - iv. Implement recovery principles
- c. Contractor will meet monthly with the BHRS program manager to discuss program implementation and any proposed changes to the agreement terms.
- d. Contractor shall complete and submit the year-end Attachment M – MHSA Annual Report Template, due by the fifteenth (15th) of August each fiscal year to the MHSA Manager at mhsa@smcgov.org.

9. One-Time Sustainability Planning – FY 2021-22

- a. Contractor will work with the BHRS program manager during monthly contract monitoring meetings and develop a workplan that includes activities and timelines for sustainability planning.
- b. Contractor will continue to pursue additional financial sources to supplement and sustain the Pride Center operations including, but not limited to:
 - i. Dedicate a Grant Writer position to write grants and research funding opportunities in collaboration with the development department.

- ii. Ensure fundraising activities include reaching out to professional networks, private donations, corporations, etc.).
 - iii. Engage the Pride Center advisory group in fundraising activities.
- c. Contractor will increase Medi-Cal billing via the following activities, but not limited to:
 - i. Submit billing claims for services provided to clients with Serious Mental Illness (SMI); Contractor will ensure there is a licensed clinical supervisor to sign off on student notes and that the Pride Center is certified to bill.
 - ii. Submit billing claims for peer groups and peer supports provided to clients; Contractor will work with the BHRS Manager to ensure relevant training is provided to peer staff.
 - iii. Submit billing claims for mild-to-moderate clients to the Health Plan of San Mateo.
 - 1) Contractor will submit to the BHRS Manager, copies of past Medi-Cal claims that have already been submitted to the Health Plan of San Mateo. BHRS will support the analysis of these claims to determine appropriate codes are being utilized.
 - 2) Contractor will continue to submit, to the BHRS Manager, copies of Medi-Cal claims submitted to the Health Plan of San Mateo, on a monthly basis.
- d. Contractor will submit a monthly invoice for sustainability planning services as described in this agreement. The invoice will include tracking of sustainability activities and is not limited to the following:
 - i. Number of SMI referrals received from BHRS, and the number of these referrals that engage and are served by the Pride Center.
 - ii. Number of mild-to-moderate referrals from the Ben Fund or other agencies.
 - iii. Number of billable claims submitted.
 - iv. Sponsorship/funding activities conducted including contacts made and the outcome of each contact.

10. PRIDE Initiative Fiscal Sponsor

- a. Contractor will serve in the capacity of the PRIDE Initiative's fiscal sponsor to support the annual PRIDE event and other PRIDE Initiative events.

- b. Contractor will designate the Pride Center administration that is managing these funds as a member of the Pride Celebration planning committee.
- c. Contractor will conduct the following, but not limited to administrative and fiscal activities:
 - i. Provide payment of approved event invoices.
 - ii. Provide financial and donation reports quarterly and/or as requested to the BHRS Manager. The reports shall include all banking information (co-signers, statements, etc.).
 - iii. Provide prompt communication to the BHRS Manager and Pride Initiative staff of any issues affecting the PRIDE Initiative funds being managed on their behalf.

11. Training and Consultation

- a. Contractor shall provide four (4) County-wide trainings on sexual orientation and gender identity (SOGI) issues.
- b. Contractor shall provide up to twenty-four (24) hours of consultation for specific SOGI and LGBTQ+ related trainings for internal BHRS teams requesting more tailored support.

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

5. Documentation of Services

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

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

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

6. Audits

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

7. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

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

b. Beneficiary/Patient's Rights

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

c. Advance Directives

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

8. Beneficiary Brochure and Provider Lists

Contractor must provide Medi-Cal beneficiaries new to BHRS with a beneficiary brochure at the time of their first mental health service from the Contractor. Contractors are required to be aware of and make available to BHRS Medi-Cal clients all mandatory postings

listed at this website
<http://www.smchealth.org/bhrs/providers/mandpost>.

9. Licensing Reports

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

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

- a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty-four (24) hours.
- b. Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- c. Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:
 - 1) Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;
 - 2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients

otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and

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

d. Confidentiality Training

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

11. Critical Incident Reporting

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

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

12. Ineligible Employees

Behavioral Health and Recovery Services (BHRS) requires that contractors comply with Federal requirements as outlined in 42 CFR (438.608) Managed Care Regulations. Contractors must identify the eligibility of employees, interns, or volunteers prior to hiring and on a monthly basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting Form, Policy#93-11) should a current employee, intern, or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns, and volunteers by following procedures included in BHRS Policy # 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 F – Agency/Group Credentialing Information will be included in the contract packet. Contractor must complete Attachment F and return it along with all other contract forms.
- b. Credentialing Check – Monthly
Contractor will complete Attachment F – Agency/Group Credentialing Information each month and submit the completed form to BHRS Quality Management via email at: HS_BHRS_QM@smcgov.org or via a secure electronic format.

13. Compliance Plan and Code of Conduct

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

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

14. Fingerprint Compliance

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

- a. Adhere to CFR Title 9 Section 13060 (Code of Conduct) when providing services to individuals with whom they have contact as a part of their employment with the Contractor; or
- b. Obtain a waiver from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as part of their employment with the Contractor.

15. Staff Termination

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

16. Minimum Staffing Requirements

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

C. Cultural Competency

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

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

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

- a. Implementation of policies and practices that are related to promoting diversity and cultural competence, such as ongoing

organizational assessments on disparities and needs, client's rights to receive language assistance.

- b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
 - c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation in health records to improve service provision and help in planning and implementing CLAS standards.
 - d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner.)
 - e. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.
2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council (CCC) for the term of the Agreement. Participation in the CCC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more information about the CCC, and other cultural competence efforts within BHRS, contact HEIM.
3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If Contractor is unable to provide services in those languages, Contractor is expected to contact Access Call Center or their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact HEIM.
4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of

care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.

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

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: Contractor will offer a variety of supports and services targeting the LGBTQ++ community through the coordination of three (3) main components: (a) social and community; (b) clinical; and (c) resource center that includes a social media and online presence.

Objective 1: Social and Community Engagement component - Contractor shall outreach to at least ten (10) new agencies and/or community groups annually.

Objective 2: Clinical component - Contractor shall increase client attendance to peer support and therapy groups by ten percent (10%) from the prior year.

Objective 3: Training Resource, Social Media component – Contractor shall provide at least ten (10) trainings annually to the community at-large on emerging LGBTQ+ issues, 101 and stigma reduction (not including SOGI documentation trainings provided for BHRS).

*** END OF EXHIBIT A.3 ***

EXHIBIT B.3 – PAYMENTS AND RATES
STARVISTA
THE SAN MATEO COUNTY PRIDE CENTER
FY 2021 – 2022

In consideration of the services provided by Contractor in Exhibit A.3, County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

In full consideration of the services provided by Contractor under this Agreement and subject to the provisions of Paragraph 4 of this Agreement, County shall pay Contractor in the manner described below:

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 4 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount County shall be obligated to pay for all services rendered under this Agreement shall not exceed SIX MILLION NINE HUNDRED TWENTY THOUSAND FIVE HUNDRED SEVENTY-SEVEN DOLLARS (\$6,920,577).

B. The San Mateo County Pride Center (Pride Center)

1. FY 2021 – 2022

Contractor shall be paid a total of EIGHT HUNDRED FORTY-ONE THOUSAND FOUR HUNDRED DOLLARS (\$841,400) for the Pride Center services as described below.

a. Pride Center

County shall pay Contractor up to a maximum of SEVEN HUNDRED THOUSAND DOLLARS (\$700,000) for the Pride Center services.

- i. Contractor shall submit monthly invoices for reimbursement, which will include an itemized list of services as described in the attached Exhibit C. Contractor shall submit the FY 2021-22 budget to BHRIS-Contracts-Unit@smcgov.org, and is subject to approval by the BHRIS Manager.

- ii. Payments shall be made for actual costs and shall be paid monthly following receipt of invoice by Contractor.
- b. One-Time Sustainability Planning
 - i. County shall pay Contractor one-time only an amount not to exceed ONE HUNDRED THIRTY THOUSAND DOLLARS (\$130,000) to support sustainability planning as described in Item 9 of the Exhibit A.3.
 - ii. Contractor shall submit the monthly report of sustainability activities as described in Exhibit A.3. Item 9.c. along with the Pride Center invoice.
- c. PRIDE Initiative Fiscal Sponsor

County shall pay Contractor up to FIVE THOUSAND DOLLARS (\$5,000) for the PRIDE Initiative's fiscal sponsorship activities.
- d. Training and Consultation

County shall pay Contractor up to SIX THOUSAND FOUR HUNDRED DOLLARS (\$6,400) for training and consultation.

 - i. The four (4) County-wide trainings will be paid at a rate of SEVEN HUNDRED DOLLARS (\$700) per training.
 - ii. Consultation for specific SOGI and LGBTQ+ related trainings will be paid at a rate of ONE HUNDRED FIFTY DOLLARS (\$150) per hour.
- 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.3 may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in Paragraph 4 of this Agreement.
- 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. Monthly Invoice and Payment

- 1. Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize direct and indirect services (if applicable) for which claim is made.

- a. Direct Services/Claims

Completed Service Reporting Forms or an electronic services file will accompany the invoice and provide back-up detail for the invoiced services. The Service Reporting Forms will be provided by County, or be in a County approved format, and will be completed by Contractor according to the instructions accompanying the Service Reporting Forms. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary. The electronic services file shall be in the County approved Avatar record format.

- b. Indirect Services/Claims

Indirect services (services that are not claimable on the Service Reporting Form or electronically) shall be claimed on the invoice and shall be billed according to the guidelines specified in the contract.

2. Payment by County to Contractor shall be monthly. Claims that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims that are received 180 days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Claims may be sent to BHRS-Contracts-Unit@smcgov.org OR:

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

- K. 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.
- L. 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.
- M. 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.
- N. 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.

O. Election of Third Party Billing Process

Contractor shall select an option for participating in serial billing of third-party payors for services provided through this Agreement through the completion of Attachment C – Election of Third Party Billing Process. The completed Attachment C shall be returned to the County with the signed Agreement. Based upon the option selected by the Contractor the appropriate following language shall be in effect for this Agreement.

1. Option One

- a. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through this Agreement. Within ten (10) days of the end of each month, Contractor shall provide to County copies of the Explanation of Benefits or other remittance advice for every third-party payment and/or denial of such third-party payments for services provided by Contractor during such month. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph R of this Exhibit B.3. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement, through the Cost Report reconciliation.
- b. Contractor shall provide a copy of each completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this Agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due within ten (10) days of the end of the first month of the Agreement.

2. Option Two

- a. Contractor shall provide information to County so that County may bill applicable other third-parties before billing Medi-Cal for services provided by Contractor through this Agreement. The amount of any such third-party payment shall be

deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph R of this Exhibit B.3. 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.

P. 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.

Q. Cost Report/Unspent Funds

1. Contractor shall submit to County a year-end cost report no later than August 15th after the end of the fiscal year. Contractor shall submit to County a year-end single audit report no later than November 15th after the end of the fiscal year. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.

2. If the annual Cost Report provided to County shows that total payment to Contractor exceeds the total actual costs for all of the services rendered by Contractor to eligible patients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the BHRS Director or designee. By mutual agreement of County and Contractor, contract savings or “unspent funds” may be retained by Contractor and expended the following year, provided that these funds are expended for SUD services approved by County and are retained in accordance with the following procedures.
 - a. Contractor shall submit a summary calculation of any savings ninety (90) days after end of the fiscal year. The summary calculation will be a separate report from the year-end cost report. With the summary calculation Contractor shall return the amount of the savings.
 - b. At the time of the submission of the summary calculation Contractor may request to rollover some or all of any savings. The request must be made in writing to the BHRS Director or designee. The request shall identify specifically how the rollover funds will be spent, including a detailed budget. Savings shall not be spent until Contractor receives a written approval of the request. Approved rollover funds shall be spent only for the succeeding fiscal year and only for the specific purpose(s) requested and approved.
 - c. If the specific purpose is not yet complete as of the end of the succeeding fiscal year, contractor may request to rollover the unspent funds to the succeeding second fiscal year by submitting a written request with the accounting report. The unspent rollover funds shall not be spent until the request is approved by the BHRS Director or designee.
 - d. A final accounting of the rollover funds shall be submitted ninety (90) days after the specific purpose has been completed, or ninety (90) days after the end of the second fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.

R. Claims Certification and Program Integrity

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as

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

2. Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A.3 of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

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

Executed at _____ California, on _____ 20____

Signed _____ Title _____

Agency _____ ”

3. The certification shall attest to the following for each beneficiary with services included in the claim:
 - a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
 - b. The beneficiary was eligible to receive services described in Exhibit A.3 of this Agreement at the time the services were provided to the beneficiary.
 - c. The services included in the claim were actually provided to the beneficiary.
 - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
 - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.
 - f. For each beneficiary with specialty mental health services included in the claim, all requirements for Contractor payment

authorization for specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.

- g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
- 4. Except as provided in Paragraph II.A.4. of Exhibit A.3 relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

*** END OF EXHIBIT B.3 ***

EXHIBIT A.4 – SERVICES
STARVISTA
COMMUNITY WELLNESS AND CRISIS RESPONSE TEAM
FY 2021 – 2022

In consideration of the payments set forth in Exhibit B.4, 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 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.

1. 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.

2. 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.).
3. 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.

B. StarVista Mental Health Clinician

1. 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.

2. 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.
3. The StarVista Mental Health Clinician 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 W&I 5150 and follow appropriate procedure.
 - c. Determine other resources to connect individuals to who do not meet criteria for 5150.
 - d. Work closely with different law enforcement communities.
 - e. Participate in monthly San Mateo County Field Crisis Consultation Committee (FCCC).
 - f. Perform suicidal/homicidal/Grave Disability risk assessments.
 - g. Conduct home visits and/or field-based services.
 - h. Crisis Intervention.
 - i. Provide outreach counseling and refer clients to appropriate behavioral health resources.
 - j. Collect and evaluate medical or psychosocial data such as case histories, behavior patterns and family relationships of patients/clients.
 - k. Follow up with individuals where appropriate who are reluctant to engage with resources.
 - l. Work as a psychiatric team member with other treatment disciplines.
 - m. Utilize Trauma Informed Care and other Evidence-based practices.
 - n. Provide consultation and education services.
 - o. Ability to work weekends.
 - p. Perform related duties as assigned.

4. Mutual Responsibilities of 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, 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 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.

C. BHRS Responsibilities

1. BHRS shall be responsible for each of the following:
 - a. Conduct training of four Contractor Mental Health Clinicians on topics which will include, but may not be limited to:
 - i. 5150 certification training;
 - ii. Orientation to BHRS and community mental health and substance use services and resources within San Mateo County;
 - iii. De-escalation;
 - iv. Law enforcement culture/practices related to behavioral health;
 - v. BHRS/Community partner resource training;
 - vi. Other training necessary for success in the field.
 - b. 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
 - c. 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

D. StarVista Responsibilities

1. StarVista shall be responsible for each of the following:
 - a. Ensure supervision of all Mental Health Clinicians assigned to designated law enforcement units.
 - b. Ensure Mental Health Clinicians document, maintain and report performance/outcome data as agreed upon by the parties in conjunction with the John W. Gardner Center for Youth and Their Communities of the Stanford University Graduate School of Education (the Gardner Center).
 - c. Ensure licensed Mental Health Clinicians possess and maintain a valid license to engage in the practice of therapy in the State of California (LCSW or LMFT).
 - d. 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.
 - e. Mental Health Clinicians will conduct mental health assessments in the field to determine the next best course of action for the client.
 - f. Mental Health Clinicians will provide follow-up interactions with community members, when appropriate within three (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 attempt follow up with the community member(s) at least three (3) times before closing the case.
 - g. 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.
 - h. Mental Health Clinicians will be a conduit for referring individuals to the local crisis residential treatment facility or psychiatric emergency services, as clinically appropriate.

- i. Mental Health Clinicians will attend Field Crisis Consultation Committee monthly meetings (FCCC).
- j. 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.
- k. Mental Health Clinicians for this Pilot Program must take and pass required training to become 5150 certified.
- l. StarVista leadership will participate with designated BHRS Contract Monitor in bi-weekly meetings to discuss Pilot Program progress, outstanding issues and/or obstacles to the outcomes of CWCRT.

E. 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.

F. Special Terms and Conditions

- 1. 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 bi-weekly 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.

2. Conflict Resolution

In the event of disagreements or conflicts between or among Parties to this Exhibit A.4, 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' designees. 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(ies) 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.

3. Staffing and Supervision

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

4. 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 Exhibit A.4, 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).

5. 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.

G. County Vehicle Use

StarVista 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.

Both parties agree to the Responsibilities, Terms and Conditions, detailed in Attachment W (County Vehicle Use Agreement MOU) to this agreement which has been signed by both parties.

H. County Laptop Use

BHRS will provide StarVista with laptops to support the CWCRT Program. The laptops will be the property of BHRS and as such StarVista agrees to the following:

1. StarVista will develop a user agreement for staff to support safety and accountability while using the laptops

2. StarVista and staff 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. Links to each policy is below:

- a. <https://hr.smcgov.org/information-technology-security-policy>
- b. <https://hr.smcgov.org/internet-usage>
- c. <https://hr.smcgov.org/protected-health-information-sanction-policy>

I. 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 Services

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

System of Care (SOC) 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 BHRS Compliance Plan and Code of Conduct located at <http://smchealth.org/bhrs-documents>. In addition, Contractor will assure that Contractor's workforce is aware of compliance mandates and informed of the existence and use of the BHRS Compliance Improvement Hotline (650) 573-2695.

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

15. Fingerprint Compliance

Contractor certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom 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 BHRS, in a timely fashion, when staff have been terminated. BHRS Quality Management requires prompt notification to be able to terminate computer access and to safeguard access to electronic medical records by completing the BHRS Credentialing form.

17. Minimum Staffing Requirements

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

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 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.

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.4 ***

EXHIBIT B.4 – PAYMENTS AND RATES
STARVISTA
COMMUNITY WELLNESS AND CRISIS RESPONSE TEAM
FY 2021 – 2022

In consideration of the services provided by Contractor in Exhibit A.4, 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 SIX MILLION NINE HUNDRED TWENTY THOUSAND FIVE HUNDRED SEVENTY-SEVEN DOLLARS (\$6,920,577).

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 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.

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

- E. Modifications to the allocations in Paragraph A of this Exhibit B.4 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 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.
 - I. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.
 - J. The contracting parties shall be subject to the examination and audit of the Department of Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).
 - K. 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. 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

- 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 following year's agreement, if any.

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 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.

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.4 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.4 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.4 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 ***

Attachment C
Election of Third Party Billing Process

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

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

Option One

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

We StarVista elect option one.

Signature of authorized agent

Name of authorized agent

Telephone number

Option Two

Our agency will provide information to San Mateo County Behavioral Health and Recovery Services (SMCBHRS) so that SMCBHRS may bill other insurance before billing Medi-Cal on our agency's behalf. This will include completing the attached client Payor Financial Form and providing it to the SMCBHRS Billing Office with the completed "assignment" that indicates the client's permission for SMCBHRS to bill their insurance.

We StarVista elect option two.

Signature of authorized agent

Name of authorized agent

Telephone number

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

Doreen Avery, Revenue and Reimbursement Manager
Behavioral Health and Recovery Services
2000 Alameda de las Pulgas, Suite 280
San Mateo, CA 94403
(650) 573-2284

Attachment D – Agency Payor Financial

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

ATTACHMENT E

FINGERPRINTING CERTIFICATION

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

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

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

StarVista
Name of Contractor


Signature of Authorized Official

Sara Larios Mitchell
Name (please print)

CEO
Title (please print)

11/17/21
Date

Attachment H

Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements

DEFINITIONS

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and 164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI *is presumed* to be a breach, unless it can be demonstrated there is a low

probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:

1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
 2. Identity of the unauthorized person or to whom impermissible disclosure was made;
 3. Whether PHI was actually viewed or only the opportunity to do so existed;
 4. The extent to which the risk has been mitigated.
- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.

- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

OBLIGATIONS OF COUNTY

- a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

PERMISSIBLE REQUESTS BY COUNTY

County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so requested by County, unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Business Associate.

DUTIES UPON TERMINATION OF AGREEMENT

- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

- a. **Regulatory References.** A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

- c. **Survival.** The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Business Associate.

ATTACHMENT L – DHCS LEGAL AND REGULATORY REQUIREMENTS

Contractor and staff are required to know and implement all federal, state and local legal and regulatory requirements that pertain to the provision of DHCS services.

<u>42 CFR</u>		PUBLIC HEALTH
Not applicable to the DMC-ODS waiver	<u>Part 431</u> (Single state agency	A single state agency will be assigned to manage this contract. For California it is DHCS.
	431.107 (record keeping)	Provider Agreement required. Provide the fraud control unit any information regarding payments claimed by the provider for furnishing services.
	438	MANAGED CARE
	438.104	Marketing activities
	438.114	Emergency post stabilization services
	438.116	Solvency standards
	438.206(b)(2)	Women's Health Services
	438.208(c)(1)	Individuals with special health care needs
	438.6(i)	Advanced directives
	438.210 (Managed care definitions) Covered services	Managed Care (Managed Care Organization, Prepaid Inpatient Health Plan, & Prepaid Ambulatory Health Plans) must specify the amount, duration, and scope of each service to assure that that the services are set reasonably to achieve the purpose for which services are furnished. May not arbitrarily reduce or deny services solely because of diagnosis, type of illness, or condition of a beneficiary. *1
	455 (Program Integrity: Medicaid)	Disclosure of Information by Providers and Fiscal Agents.
	455.101	Definitions of Agent, hospital, MediCare Intermediary, carrier, Health Insuring Organization, Managed Care Entity (MCE),MCO, PIHP, FPHP, PCCM and HIO's; ownership, controlling interest, indirect ownership, subcontractor, supplier, termination, & fraud.
	455.104	Disclosure by Medicaid providers and fiscal agents: of information on ownership and control, the means of providing identifications (SSN, DOB, address, etc..); relationships; when disclosures are due: application, renewal, upon investigation, etc....
	455.23	Suspension of payments in case of fraud. Payments can be suspended upon the initiation of a fraud investigation.
	455.34	
	455.450(c) program integrity)	Provide screening levels for Medicaid Providers and conduct screening at the level of assessed risk. Limited, moderate, or high.

ATTACHMENT L – DHCS LEGAL AND REGULATORY REQUIREMENTS

Contractor and staff are required to know and implement all federal, state and local legal and regulatory requirements that pertain to the provision of DHCS services.

<u>Part 8</u> (Medicated assisted treatment for opioid use disorder)	Accreditation, responsibilities, evaluation, and withdrawal of accreditation. Certification and treatment standards. Procedures for review of suspension or proposed revocation of OTP certification, and of adverse action regarding withdrawal of approval of an accreditation body. Authorization to increase patient limit to 275.
Part 2	Confidentiality of alcohol and drug abuse patient records.
<u>CFR Title 21</u>	Food and drug administration, Department of Health and Human services
1300 et seq	Drug Enforcement Administration, Department of Justice. Quotas, records and reports of registrants, schedule I and II controlled substances, prescriptions, administrative functions, practices, and procedures.
<u>W&I</u>	WELFARE AND INSTITUTIONS CODE
<u>Chapter 7</u>	BASIC HEALTH CARE
14000 et seq	General provisions. The purpose of this chapter is to afford to qualifying individuals health care and related remedial or preventive services, including related social services which are necessary for those receiving health care under this chapter.
14021.51-.53 14043.1	The department shall establish a NRT dosing fee for methadone and LAAM. Only covered services are eligible for reimbursement. Financial evaluation form instructions.
14043.27	Termination of provisional provider status and preferred provisional provider status.
14043.36	The department shall not enroll any applicant that has been convicted of any felony or misdemeanor involving fraud or abuse in any government program.
14043.6	The department shall automatically suspend any entity upon the loss, revocation, suspension of their license or certificate.
14043.61	A provider shall be subject to suspension if claims are submitted by entities listed on the suspended and ineligible provider list or any list published by the Federal Office of Inspector General.
14100.2	California Privacy Law.

ATTACHMENT L – DHCS LEGAL AND REGULATORY REQUIREMENTS

Contractor and staff are required to know and implement all federal, state and local legal and regulatory requirements that pertain to the provision of DHCS services.

14107.11	Upon receipt of a credible allegation of fraud for which an investigation is pending the provider shall be temporarily placed under payment suspension unless there is a good cause exception.
14124.20-.25	The department may enter into a DMC Treatment Program contract with each county for the provision of AOD services within the county service area or the department can enter into contracts with individual providers. Defines reimbursable services including NTP and Perinatal Services. Goes into FFP and county funding, cost reports, criminal investigations, fair hearings, DMC's toll free number.

H&S

Health and Safety

11848.5 a &b	<p>(a) Once the negotiated rate with service providers has been approved by the county, all participating governmental funding sources, except the Medi-Cal program (Chapter 7 (commencing with Section 14000) of Part 3 of Division 9 of the Welfare and Institutions Code), shall be bound to that rate as the cost of providing all or part of the total county alcohol and other drug program as described in the county contract for each fiscal year to the extent that the governmental funding sources participate in funding the county alcohol and other drug program. Where the State Department of Health Services adopts regulations for determining reimbursement of alcohol and other drug program services formerly allowable under the Short-Doyle program and reimbursed under the Medi-Cal Act, those regulations shall be controlling only as to the rates for reimbursement of alcohol and other drug program services allowable under the Medi-Cal program and rendered to Medi-Cal beneficiaries. Providers under this section shall report to the department and the county any information required by the department in accordance with the procedures established by the director of the department.</p> <p>(b) The Legislature recognizes that alcohol and other drug abuse services differ from mental health services provided through the State Department of Health Care Services and therefore should not necessarily be bound by rate determination methodology used for reimbursement of those services formerly provided under the Short-Doyle program and reimbursed under the Medi-Cal Act.</p>
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Contractor and staff are required to know and implement all federal, state and local legal and regulatory requirements that pertain to the provision of DHCS services.

***1 - 438.210 (Managed Care definitions) Covered services**
§438.210 Coverage and authorization of services.

ATTACHMENT L – DHCS LEGAL AND REGULATORY REQUIREMENTS

Contractor and staff are required to know and implement all federal, state and local legal and regulatory requirements that pertain to the provision of DHCS services.

(a) *Coverage*. Each contract between a State and an MCO, PIHP, or PAHP must do the following:

(1) Identify, define, and specify the amount, duration, and scope of each service that the MCO, PIHP, or PAHP is required to offer.

(2) Require that the services identified in paragraph (a)(1) of this section be furnished in an amount, duration, and scope that is no less than the amount, duration, and scope for the same services furnished to beneficiaries under FFS Medicaid, as set forth in §440.230 of this chapter, and for enrollees under the age of 21, as set forth in subpart B of part 440 of this chapter.

(3) Provide that the MCO, PIHP, or PAHP—

(i) Must ensure that the services are sufficient in amount, duration, or scope to reasonably achieve the purpose for which the services are furnished.

(ii) May not arbitrarily deny or reduce the amount, duration, or scope of a required service solely because of diagnosis, type of illness, or condition of the beneficiary.

(4) Permit an MCO, PIHP, or PAHP to place appropriate limits on a service—

(i) On the basis of criteria applied under the State plan, such as medical necessity; or

(ii) For the purpose of utilization control, provided that—

(A) The services furnished can reasonably achieve their purpose, as required in paragraph (a)(3)(i) of this section;

(B) The services supporting individuals with ongoing or chronic conditions or who require long-term services and supports are authorized in a manner that reflects the enrollee's ongoing need for such services and supports; and

(C) Family planning services are provided in a manner that protects and enables the enrollee's freedom to choose the method of family planning to be used consistent with §441.20 of this chapter.

(5) Specify what constitutes “medically necessary services” in a manner that—

(i) Is no more restrictive than that used in the State Medicaid program, including quantitative and non-quantitative treatment limits, as indicated in State statutes and regulations, the State Plan, and other State policy and procedures; and

(ii) Addresses the extent to which the MCO, PIHP, or PAHP is responsible for covering services that address:

(A) The prevention, diagnosis, and treatment of an enrollee's disease, condition, and/or disorder that results in health impairments and/or disability.

(B) The ability for an enrollee to achieve age-appropriate growth and development.

(C) The ability for an enrollee to attain, maintain, or regain functional capacity.

ATTACHMENT L – DHCS LEGAL AND REGULATORY REQUIREMENTS

Contractor and staff are required to know and implement all federal, state and local legal and regulatory requirements that pertain to the provision of DHCS services.

(D) The opportunity for an enrollee receiving long-term services and supports to have access to the benefits of community living, to achieve person-centered goals, and live and work in the setting of their choice.

(b) *Authorization of services.* For the processing of requests for initial and continuing authorizations of services, each contract must require—

(1) That the MCO, PIHP, or PAHP and its subcontractors have in place, and follow, written policies and procedures.

(2) That the MCO, PIHP, or PAHP—

(i) Have in effect mechanisms to ensure consistent application of review criteria for authorization decisions.

(ii) Consult with the requesting provider for medical services when appropriate.

(iii) Authorize LTSS based on an enrollee's current needs assessment and consistent with the person-centered service plan.

(3) That any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested, be made by an individual who has appropriate expertise in addressing the enrollee's medical, behavioral health, or long-term services and supports needs.

(c) *Notice of adverse benefit determination.* Each contract must provide for the MCO, PIHP, or PAHP to notify the requesting provider, and give the enrollee written notice of any decision by the MCO, PIHP, or PAHP to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. For MCOs, PIHPs, and PAHPs, the enrollee's notice must meet the requirements of §438.404.

(d) *Timeframe for decisions.* Each MCO, PIHP, or PAHP contract must provide for the following decisions and notices:

(1) *Standard authorization decisions.* For standard authorization decisions, provide notice as expeditiously as the enrollee's condition requires and within State-established timeframes that may not exceed 14 calendar days following receipt of the request for service, with a possible extension of up to 14 additional calendar days, if—

(i) The enrollee, or the provider, requests extension; or

(ii) The MCO, PIHP, or PAHP justifies (to the State agency upon request) a need for additional information and how the extension is in the enrollee's interest.

(2) *Expedited authorization decisions.* (i) For cases in which a provider indicates, or the MCO, PIHP, or PAHP determines, that following the standard timeframe could seriously jeopardize the enrollee's life or health or ability to attain, maintain, or regain maximum function, the MCO, PIHP, or PAHP must make an expedited authorization decision and provide notice as expeditiously as the enrollee's health condition requires and no later than 72 hours after receipt of the request for service.

ATTACHMENT L – DHCS LEGAL AND REGULATORY REQUIREMENTS

Contractor and staff are required to know and implement all federal, state and local legal and regulatory requirements that pertain to the provision of DHCS services.

(ii) The MCO, PIHP, or PAHP may extend the 72 hour time period by up to 14 calendar days if the enrollee requests an extension, or if the MCO, PIHP, or PAHP justifies (to the State agency upon request) a need for additional information and how the extension is in the enrollee's interest.

(3) *Covered outpatient drug decisions.* For all covered outpatient drug authorization decisions, provide notice as described in section 1927(d)(5)(A) of the Act.

(e) *Compensation for utilization management activities.* Each contract between a State and MCO, PIHP, or PAHP must provide that, consistent with §438.3(i), and §422.208 of this chapter, compensation to individuals or entities that conduct utilization management activities is not structured so as to provide incentives for the individual or entity to deny, limit, or discontinue medically necessary services to any enrollee.

(f) *Applicability date.* This section applies to the rating period for contracts with MCOs, PIHPs, and PAHPs beginning on or after July 1, 2017. Until that applicability date, states are required to continue to comply with §438.210 contained in the 42 CFR parts 430 to 481, edition revised as of October 1, 2015.



SAN MATEO COUNTY HEALTH

BEHAVIORAL HEALTH & RECOVERY SERVICES

MHSA FUNDED PROGRAMS ANNUAL REPORT

Please complete the following report by August 30th of each year for previous fiscal year (July 1– June 30) program services. Email report to mhsa@smcgov.org.

Please submit your report as a Microsoft word file (no pdf) to facilitate the transferring of graphs/tables into the MHSA Annual Update we submit to the State of California. Reports should be written in third person.

1. AGENCY INFORMATION

Agency Name:

MHSA-Funded Program Name:

Program Manager Name:

Email:

Phone Number:

2. PROGRAM DESCRIPTION

In 300-500 words, please provide a brief description of your program, include:

- 1) Program purpose
- 2) Target population served
- 3) Primary program activities and/or interventions provided

3. NARRATIVE

Please describe how your program:

- 1) Improves timely access & linkages for underserved populations
- 2) Reduces stigma and discrimination
- 3) Increases number of individuals receiving public health services
- 4) Reduces disparities in access to care
- 5) Implements recovery principles

4. OUTCOME DATA & PROGRAM IMPACT

FISCAL YEAR _____

4a. Quantitative Data: Provide data collected about the health outcomes of clients served. What data do you collect to show how the program advances any of the following MHSA Intended Outcomes?

- Reduce the duration of untreated mental illness
- Prevent mental illness from becoming severe and disabling
- Reduce any of the following negative outcomes that may result from untreated mental illness:
 - Suicide
 - Incarcerations
 - School failure or dropout
 - Unemployment
 - Prolonged suffering
 - Homelessness
 - Removal of children from their homes

**Please reach out to Doris Estremera, MHSA Manager (650)573-2889, if you would like to discuss the appropriate data to include in this section.*

5. SUCCESSES & CHALLENGES (INCLUDE PHOTOS/QUOTES)

5a. Successes: Is there a intervention your program is especially proud of? Please include 1-2 client stories as an example of program success.

If a client story is used, with appropriate consent, **please include pictures and/or quotes** from the client to help us personalize your program and the report.

5b. Challenges: Have there been any challenges in implementing certain program activities and/or interventions? What are some solutions to mitigate these challenges in the future?

6. UNDUPLICATED CLIENT INFORMATION & DEMOGRAPHICS

Number of unduplicated clients served: _____

Number of unduplicated families served: _____

Please **provide demographic data of total clients served.**

Attached is an example of a program's completed report demographics included for your reference. These are client demographics the county is required to report to the State for each MHSA funded program; please provide as many of these demographics that you collected; include

- 1) Demographic data of total clients served.
- 2) Plans to collect data currently not collected.

EXAMPLE OF REPORTED CLIENT DEMOGRAPHICS

AGE	#	Total	%
Age 0-15	10	114	9%
Age 16-25	3	114	3%
26-59	98	114	86
60+	2	114	2%
decline to state	1	114	1%
Primary language	#	Total	%
English	21	123	17
Spanish	98	123	80
Mandarin	1	123	1%
Cantonese	0	123	0%
Tagalog	1	123	1%
Russian	0	123	0%
Samoan	0	123	0%
Tongan	0	123	0%
Another language	1	123	1%
Race/Ethnicity	#	Total	%
American Indian/ Alaska Native/ Indigenous	0	117	0%
Asian	2	117	2%
Eastern Europe	0	117	0%
European	0	117	0%
Arab/Middle Eastern	0	117	0%
Black/ African- American	2	117	2%
White/ Caucasian	3	117	3%
Asian Indian/ South Asian	1	117	1%
Caribbean	0	117	0%
Fijian	1	117	1%
Cambodian	0	117	0%
Central American	16	117	14
Guamanian	0	117	0%
Chinese	1	117	1%
Mexican/ Chicano	66	117	56
Native Hawaiian	0	117	0%
Filipino	3	117	3%
Puerto Rican	1	117	1%
Samoan	1	117	1%
Japanese	0	117	0%
South American	10	117	9%
Tongan	0	117	0%
Korean	0	117	0%
Vietnamese	0	117	0%
Another race/ ethnicity	9	117	8%

Sex assigned at birth	#	Total	%
Male	30	123	24%
Female	91	123	74%
Decline to state	1	123	1%
Intersex	#	Total	%
Yes	2	110	2%
No	104	110	95%
Decline to state	3	110	3%
Gender Identity	#	Total	%
Male/Man/ Cisgender	31	122	25%
Female/ Woman/ Cisgender Woman	86	122	70%
Transgender Male	0	122	0%
Transgender Woman	1	122	1%
Questioning/ unsure	0	122	0%
Genderqueer/ Nonconforming	0	122	0%
Indigenous gender identity	0	122	0%
Another gender identity	0	122	0%
Decline to state	4	122	3%
Sexual Orientation	#	Total	%
Gay, lesbian, homosexual	0	104	0%
Straight or heterosexual	87	104	84%
Bisexual	0	104	0%
Decline to state	15	104	14%
Queer	0	104	0%
Pansexual	0	104	0%
Asexual	0	104	0%
Questioning or unsure	2	104	2%
Indigenous Sexual orientation	0	104	0%
Another sexual orientation	0	104	0%
Disability/ Learning difficulty	#	Total	%
Difficulty seeing	8	117	7%
Difficulty hearing or having speech understood	2	117	2%
Dementia	1	117	1%
Developmental disability	0	117	0%
Physical/ mobility disability	0	117	0%
Chronic health condition	0	117	0%
Learning disability	3	117	3%
I do not have a disability	86	117	74%
Another disability	1	117	1%
Decline to state	7	117	6%
Veteran	#	Total	%
Yes	2	122	2%
No	116	122	95
Decline to state	2	122	2%

Attachment P
Personally Identifiable Information

Requirements for County Contractors, Subcontractors, Vendors and Agents

I. Definitions

Personally Identifiable Information (PII), or Sensitive Personal Information (SPI), as used in Federal information security and privacy laws, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. PII may only be used to assist in the administration of programs in accordance with 45 C.F.R. § 205.40, *et seq.* and California Welfare & Institutions Code section 10850.

- a. **“Assist in the Administration of the Program”** means performing administrative functions on behalf of County programs, such as determining eligibility for, or enrollment in, and collecting context PII for such purposes, to the extent such activities are authorized by law.
- b. **“Breach”** refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to context PII, whether electronic, paper, verbal, or recorded.
- c. **“Contractor”** means those contractors, subcontractors, vendors and agents of the County performing any functions for the County that require access to and/or use of PII and that are authorized by the County to access and use PII.
- d. **“Personally Identifiable Information” or “PII”** is personally identifiable information that can be used alone, or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. PII may be electronic, paper, verbal, or recorded.
- e. **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the County or County's Statewide Automated Welfare System (SAWS) Consortium, or under the control of a contractor, subcontractor or vendor of the County, on behalf of the County.
- f. **“Secure Areas”** means any area where:
 - i. Contractors administer or assist in the administration of County programs;
 - ii. PII is used or disclosed; or
 - iii. PII is stored in paper or electronic format.

II. Restrictions on Contractor re Use and Disclosure of PII

- a. Contractor agrees to use or disclose PII only as permitted in this Agreement and only to assist in the administration of programs in accordance with 45 CFR § 205.50, *et seq.* and California Welfare & Institutions Code section 10850 or as otherwise authorized or required by law. Disclosures, when authorized or required by law, such as in response to a court order, or when made upon the explicit written authorization of the individual, who is the subject of the PII, are allowable. Any other use or disclosure of PII requires the express approval in writing by the County. No Contractor shall duplicate, disseminate or disclose PII except as allowed in this Agreement.
- b. Contractor agrees to only use PII to perform administrative functions related to the administration of County programs to the extent applicable.
- c. Contractor agrees that access to PII shall be restricted to Contractor's staff who need to perform specific services in the administration of County programs as described in this Agreement.
- d. Contractor understands and agrees that any of its staff who accesses, discloses or uses PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions available under applicable Federal and State laws and regulations

III. Use of Safeguards by Contractor to Protect PII

- a. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides PII received from, or created or received by Contractor on behalf of County, agrees to adhere to the same restrictions and conditions contained in this Attachment PII.
- b. Contractor agrees to advise its staff who have access to PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws and regulations.
- c. Contractor agrees to train and use reasonable measures to ensure compliance by Contractor's staff, including, but not limited to (1) providing initial privacy and security awareness training to each new staff within thirty (30) days of employment; (2) thereafter, providing annual refresher training or reminders of the PII privacy and security safeguards to all Contractor's staff; (3) maintaining records indicating each Contractor's staff name and the date on which the privacy and security awareness training was completed; and (4) retaining training records for a period of three (3) years after completion of the training.
- d. Contractor agrees to provide documented sanction policies and procedures for Contractor's staff who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment when appropriate.
- e. Contractor agrees that all Contractor's staff performing services under this Agreement sign a confidentiality statement prior to accessing PII and annually thereafter. The signed statement shall be retained for a period of three (3) years,

and the statement include at a minimum: (1) general use; (2) security and privacy safeguards; (3) unacceptable use; and (4) enforcement policies.

- f. Contractor agrees to conduct a background check of Contractor's staff before they may access PII with more thorough screening done for those employees who are authorized to bypass significant technical and operational security controls. Contractor further agrees that screening documentation shall be retained for a period of three (3) years following conclusion of the employment relationship.
- g. Contractor agrees to conduct periodic privacy and security reviews of work activity, including random sampling of work product by Contractor's staff by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of County's programs and the use and disclosure of PII. Examples include, but are not limited to, access to data, case files or other activities related to the handling of PII.
- h. Contractor shall ensure that PII is used and stored in an area that is physically safe from access by unauthorized persons at all times and safeguard PII from loss, theft, or inadvertent disclosure by securing all areas of its facilities where Contractor's staff assist in the administration of the County's programs and use, disclose, or store PII.
- i. Contractor shall ensure that each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee of Contractor and access is revoked.
- j. Contractor shall ensure that there are security guards or a monitored alarm system at all times at Contractor's facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.
- k. Contractor shall ensure that data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only those authorized by this Agreement. Visitors to any Contractor data centers area storing PII as a result of administration of a County program must be escorted at all times by authorized Contractor's staff.
- l. Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which Contractor staff can transport PII, as well as the physical security requirements during transport.
- m. Contractor shall ensure that any PII stored in a vehicle shall be in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.

- n. Contractor shall ensure that PII shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- o. Contractor shall ensure that all workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- p. Contractor shall ensure that servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- q. Contractor agrees that only the minimum necessary amount of PII required to perform required business functions will be accessed, copied, downloaded, or exported.
- r. Contractor shall ensure that all electronic files, which contain PII data is encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- s. Contractor shall ensure that all workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily. In addition, Contractor shall ensure that:
 - i. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
 - ii. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
 - iii. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
 - iv. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- t. Contractor shall ensure that all of its staff accessing Personally Identifiable Information on applications and systems will be issued a unique individual password that is a least eight (8) characters, a non-dictionary word, composed of characters from at least three (3) of the following four (4) groups from the standard keyboard: upper case letters (A-Z); lower case letters (a-z); Arabic numerals (0-9) and special characters (!, @, #, etc.). Passwords are not to be shared and changed if revealed or compromised. All passwords must be

changed every (90) days or less and must not be stored in readable format on the computer or server.

- u. Contractor shall ensure that usernames for its staff authorized to access PII will be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
- v. Contractor shall ensure when no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the Personally Identifiable Information cannot be retrieved.
- w. Contractor shall ensure that all of its systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- x. Contractor shall ensure that all of its systems providing access to PII must display a warning banner stating, at a minimum that data is confidential; systems are logged, systems use is for business purposes only by authorized users and users shall log off the system immediately if they do not agree with these requirements.
- y. Contractor will ensure that all of its systems providing access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII. The audit trail shall be date and time stamped; log both successful and failed accesses be read-access only; and be restricted to authorized users. If PII is stored in a database, database logging functionality shall be enabled. The audit trail data shall be archived for at least three (3) years from the occurrence.
- z. Contractor shall ensure that all of its systems providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- aa. Contractor shall ensure that all data transmissions of PII outside of its secure internal networks must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used. Encryption can be end to end at the network level, or the data files containing PII can be encrypted. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- bb. Contractor shall ensure that all of its systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.
- cc. Contractor shall ensure that audit control mechanisms are in place. All Contractor systems processing and/or storing Personally Identifiable Information must have a least an annual system risk assessment/security review that ensure administrative, physical, and technical controls are functioning effectively and

provide an adequate level of protection. Review shall include vulnerability scanning tools.

- dd. Contractor shall ensure that all of its systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.
- ee. Contractor shall ensure that all of its systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.
- ff. Contractor shall establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
- gg. Contractor shall ensure its data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- hh. Contractor shall establish documented procedures to backup PII to maintain retrievable exact copies of PII. The documented backup procedures shall contain a schedule which includes incremental and full backups, storing backups offsite, inventory of backup media, recovery of PII data, an estimate of the amount of time needed to restore PII data.
- ii. Contractor shall ensure that PII in paper form shall not be left unattended at any time, unless it is locked space such as a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information. Locked spaces are defined as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use, meaning that there are Contractor's staff and non-Contractor functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.
- jj. Contractor shall ensure that any PII that must be disposed of will be through confidential means, such as cross cut shredding or pulverizing.
- kk. Contractor agrees that PII must not be removed from its facilities except for identified routine business purposes or with express written permission of the County.
- ll. Contractor shall ensure that faxes containing PII shall not be left unattended and fax machines shall be in secure areas. Faxes containing PII shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender. All fax numbers shall be verified with the intended recipient before send the fax.

mm. Contractor shall ensure that mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery.

IV. Reporting of Breaches Required by Contractor to County; Mitigation

- a. Contractor shall report to County within one business day of discovery, to the County contact listed in this agreement by email or telephone as listed in the of unsecured PII, if that PII was, or is, reasonably believed to have been accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PII in violation of this Agreement, or potential loss of confidential data affecting this Agreement.
- b. Contractor understands that State and Federal Law requires a breaching entity to notify individuals of a breach or unauthorized disclosure of their PII. Contractor shall ensure that said notifications shall comply with the requirements set forth in California Civil Code section 1798.29, and 42 U.S.C. section 17932, and its implementing regulations, including but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than sixty (60) calendar days.
- c. Contractor agrees to promptly mitigate, to the extent practicable, any harmful effect that is known to Contractor stemming from a use or disclosure of PII in violation of the requirements of this Agreement, including taking any action pertaining to such use or disclosure required by applicable Federal and State laws and regulations.

V. Permitted Uses and Disclosures of PII by Contractor

Except as otherwise limited in this schedule, Contractor may use or disclose PII to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

VI. Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with California Welfare and Institutions Code section 10850, as well as any changes to such notice.
- b. County shall notify Contractor of any changes in, or revocation of, permission by Individual to use or disclose PII, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of PII that County has agreed to in accordance with California Welfare and Institutions Code section 10850.

VII. Permissible Requests by County

County shall not request Contractor to use or disclose PII in any manner that would not be permissible under the Privacy Rule if so requested by County, unless Contractor will use or disclose PII for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

VIII. Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all PII received from County, or created, maintained, or received by Contractor on behalf of County that Contractor still maintains in any form. This provision shall apply to PII that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PII.
- b. In the event that Contractor determines that returning or destroying PII is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual Agreement of the Parties that return or destruction of PII is infeasible, Contractor shall extend the protections of the Agreement to such PII and limit further uses and disclosures of such PII to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such PII.

IX. Miscellaneous

- a. **Regulatory References.** A reference in this Attachment to a section in the Personally Identifiable Information Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and in accordance 45 CFR § 205.40, *et seq.* and California Welfare and Institutions Code section 10850.
- c. **Survival.** The respective rights and obligations of Contractor under this Attachment shall survive the termination of the Agreement unless and until the PII is destroyed or returned to the County.
- d. **Interpretation.** Any ambiguity in any provision in this Attachment shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Contractor.

ATTACHMENT T

DISASTER AND EMERGENCY RESPONSE PLAN

AGENCY NAME:

ADDRESS:

NAME OF PRIMARY POINT OF CONTACT:

TELEPHONE NUMBER(S):

EMAIL ADDRESS:

LAST UPDATED:

**I. SUUMMARY OF DISASTER AND EMERGENCY RESPONSE PLAN
("PLAN")**

(The Plan summary sets for the major processes, procedures and goals of the Plan, including a general description of the agency's plans for response and recovery in the immediate aftermath of a national, state, or local disaster or emergency and the agency's plans for the continuation of Services under the Agreement during and after the disaster or emergency.)

II. KEY PERSONNEL AND CONTACT INFORMATION

Name/Title	Role in Plan Implementation	Work Phone	Cell Phone	Work Email	Personal Email

III. EMERGENCY RESPONSE PLAN

(Detailed description of the agency's plan to respond to and recover from the emergency. This includes key matters that need to be addressed and acted on immediately in the event of an emergency to ensure the on-going viability of the agency. May include a description of the agency's plans to address leadership/succession, in the event that agency's leaders are unavailable or incapacitated; securing and establishing alternate facilities and equipment in the event that the agency's primary facilities or equipment are unavailable; access to telecommunications and information technology and other matters appropriate to the agency and its mission.)

IV. CONTINUITY OF OPERATIONS

(This is a detailed description of the agency's plan to ensure the ongoing continuation of services under the Agreement during and after a disaster or emergency. Recognizing that each disaster or emergency will be unique and will pose diverse challenges and constraints that may be impossible to fully anticipate, this section should include a description of the agency's plans for ensuring that staff needed to provide the services set forth in the Agreement are available and able to provide the services and that the agency has identified a process for securing the equipment and supplies needed to perform such services. The agency should attempt to identify, to the extent feasible, the additional personnel, equipment and supply costs that it would incur in providing such ongoing continuity of services to the County.)

V. PLAN PRACTICE AND EXERCISING

(The agency should describe its process to ensure that agency staff is informed of, and trained on, the Plan. This may include a general description of the training materials that are prepared and provided to agency staff and any initial and follow-on training that may be provided.)

VI. OTHER MATTERS

(In this section, the agency will discuss other emergency response-related matters unique to the agency and its mission.)

ATTACHMENT U

SAMPLE

Device User Agreement and Waiver Form

Purpose

The purpose of this agreement is to support the safety and accountability of participants while using devices (phones or tablets) provided by [Agency] for participation in behavioral health treatment and recovery services.

Agreement

- The primary use of the device(s) must be to participate in behavioral health treatment and recovery.
- [Agency] reserves the right to end the data plan service on the device(s) and revoke the device(s) at any time; this could include not participating in any scheduled telehealth appointments or online recovery/support groups as agreed upon.
- Tablet(s) loaned by [Agency], for participation in a time-limited group session for example, must be returned to a staff member when requested.
- Device(s) must never be used when they could pose a security or safety risk.
- Device(s) must never be used while driving a vehicle, operating equipment, or in any situation where using the device may cause an accident.
- Device(s) must never be used for inappropriate activity including illegal or dangerous activities or for purposes of harassment.
- Device(s) must only be used by the individual (client or parent/caregivers of youth clients) to whom it is assigned to by [Agency].
- Improper use of the device(s) will result in loss of privileges for using the device.
- The data plan (internet) service on the device(s) is good for one-year from the date the device(s) is issued, as indicated below. After the one-year ends, unless otherwise communicated by [Agency], individuals can choose to transfer the low-cost data plan service to a personal, non-[Agency] account.
- Lost, stolen, or damaged device(s) must be reported immediately by calling [Agency contact].

By signing this form, you agree to the [Agency] policy governing phone and/or tablet devices provided by the [Agency].

Device Phone Number: _____ Device Received (circle one): Phone / Tablet

[Agency LOGO]

Device Issued to Participant:

Print Name of Client

Participant Signature

Date Issued

Print Name of Staff

Staff Signature

Date

☐ Copy given to client

Device Returned:

Print Name of Participant

Participant Signature

Date

Print Name of Staff

Staff Signature

Date

☐ Copy given to participant

Notes:

Attachment V - Technology Supports – Monthly Reporting Form

DEVICE TRACKING LOGS – CARES Act

Reporting Month: Choose an item.

Client(s) Name (client that received tablet during the reporting month):

1.	14.
2.	15.
3.	16.
4.	17.
5.	18.
6.	19.
7.	20.
8.	21.
9.	22.
10.	23.
11.	24.
12.	25.
13.	26.

Number of devices assigned to support client services on-site (during the reporting month): _____

This section is for devices not given to clients to take home, but rather assigned to support client-related services such as, a shared tablet at residential facility or lobby, to facilitate group sessions, field services, etc.

1.	Tablet used for (service provided):	Tablet primary location/site:	Number of clients served (during the reporting month):
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

Attachment V - Technology Supports – Monthly Reporting Form

DEVICE TRACKING LOGS – MHSA One-Time Funding

Reporting Month: Choose an item.

Total number of T-Mobile For Government phones ordered: _____

Total number of tablets ordered: _____

Other device accessories purchased to support client participation in services (headphones, screen protectors, device covers, and/or other device accessories)

Type of Accessory Purchased	Units Purchased	\$ Cost per Unit	Total \$Amount
1.			
2.			
3.			
4.			

Clients that received a device (during the reporting month):

Client(s) Name	Type of device received (tablet or phone) and/or accessories
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	

Number of devices assigned to support client services on-site (during the reporting month): _____

This section is for devices not given to clients to take home, but rather assigned to support client-related services such as, a shared tablet at residential facility or lobby, to facilitate group sessions, field services, etc.

	Tablet used for (service provided):	Tablet primary location/site:	Number of clients served (during the reporting month):
1.			
2.			
3.			
4.			
5.			
6.			

**MEMORANDUM OF UNDERSTANDING
BETWEEN SAN MATEO COUNTY BEHAVIORAL HEALTH
AND RECOVERY SERVICES DIVISION AND
STARVISTA
(COUNTY VEHICLE USE AGREEMENT)**

This County Vehicle Use Agreement (“Use Agreement”) is entered into between San Mateo County Behavioral Health and Recovery Services (“BHRS”) and StarVista for the sole purpose of execution of the Community Wellness and Crisis Response Team (“CWCRT”) services contract (Exhibit A.4.5 to Resolution Number 078365), entered into by the parties and approved by the San Mateo County Board of Supervisors on August 3, 2021.

Term and Termination of the Use Agreement

This Use Agreement will be for the term of the CWCRT two-year pilot program. This Use Agreement is only applicable to the CWCRT pilot program. Should the CWCRT pilot program terminate before expiration of the two-year term, this Use Agreement will also terminate prior to the end of the two-year term. Such early termination will be concurrent with the CWCRT pilot program early termination.

County reserves its right to revoke this Use Agreement, in whole or in part, should Contractor or Contractor’s employees be found to be in breach of any of the terms of the Use Agreement.

Party Responsibilities

StarVista agrees:

- Star Vista will obtain a copy of the California Driver’s License of each clinician allowed to drive the County vehicle (“StarVista Clinicians”) and will also put said copy on file with the County of San Mateo.
- Contractor will provide to BHRS a list of all StarVista Clinicians who will be driving a County vehicle. It is the responsibility of Contractor to keep this list up to date, and such updates must occur within five (5) days of any change.
- Only StarVista clinicians assigned to a police department under this program may drive the County vehicles, subject to exceptions granted by the County on a case by case basis
- The StarVista Clinicians driver rules:
 - Obey all traffic laws, ordinances and regulations pertaining to operating a motor vehicle, including operating the County vehicle within the speed limit at all times
 - Be courteous to other drivers.
 - Monitor electric charge, gas, tire pressure and fluid levels
 - Report any damage or problems to assigned County vehicle immediately.

- Report changes to driver privileges, such as driver's license suspension, immediately.
- Always lock County vehicle.
- Bring county vehicle to scheduled maintenance appointments at the DPW yard [insert exact address].
- Do not drive while intoxicated, fatigued, or on medication that affects driving ability.
- Do not smoke in County vehicle.
- Do not use a phone or text while driving.
- Do not allow unauthorized drivers to use the County vehicle unless required by emergency.
- Accident procedures: In case of an accident, contact County Risk management (650-363-4343) immediately. Follow legal guidelines for exchanging information with other drivers and report the accident to local police if required. Do not guarantee payment or accept responsibility without County authorization. Complete an incident report.
- County vehicle will be parked at the applicable Police Departments over night or when not in use.
- When County vehicle must be charged, it will be parked at the public parking lot adjacent to the Police Department and charged only during shift time, and in accordance with charging station limitations.
- The County vehicle will be driven only by those permitted under this contract
- The County vehicle may be used only for work-related purposes. Specifically, it may be driven to field sites during a crisis call, to the gas station, to the previously noted charging station. Appropriate lunch breaks are permitted (restaurant, park), but no other personal errands may be executed using a County vehicle
- Contractor agrees to take County vehicles to DPW yard for scheduled maintenance
- All other protocols for care of car will be followed
- Parking tickets, speeding tickets, and all fines and expenses for any infraction are the responsibility of contractor; failure to pay will result in revocation of County vehicles
- The County vehicles are the sole property of the County of San Mateo
- Any person driving the County vehicle will be subject to all applicable terms of this contract
- Contractor is responsible for all operating expenses related to use of the County vehicles

BHRS responsibilities:

- Ensure the County vehicles are safe before assigning them.
- Scheduling regular maintenance and advising Contractor of said schedule.
- Providing car insurance.
- All maintenance and repair expenses

Relationship of Parties

Contractor agrees and understands that the work/services performed under this Use 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.

Hold Harmless

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 Use Agreement, the performance of any work or services required of Contractor under this Use Agreement, or payments made pursuant to this Use 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 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.

Assignability and Subcontracting

Contractor shall not assign this Use Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Use 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 Use Agreement without penalty or advance notice.

Insurance

a. General Requirements

Contractor shall not commence work under this Use 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 Use 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 Use Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Use 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 Use Agreement.

c. Liability Insurance

Contractor shall maintain during the term of this Use Agreement such bodily injury liability and property damage liability insurance as required pursuant to Resolution Number 078365 between Star Vista and BHRS. 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 Use Agreement to the contrary, immediately declare a material breach of this Use Agreement and suspend all further work pursuant to this Use Agreement.

Signature Page to Follow

This MOU shall be effective when signed by the County and StarVista authorized officials or their designees.

COUNTY OF SAN MATEO:

By: **Scott M
Gilman**  Digitally signed by Scott
M Gilman
Date: 2021.10.12
16:17:37 -07'00'

*Scott Gilman, Director
Behavioral Health & Recovery Services*

Date: _____

STARVISTA

By: **Sara Larios
Mitchell**  Digitally signed by Sara
Larios Mitchell
Date: 2021.10.08
10:55:06 -07'00'

Date: _____