

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

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

**W I T N E S S E T H:**

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

WHEREAS, the parties entered into an Agreement ("Original Agreement") for professional services on June 26, 2012 for a maximum obligation of \$3,937,108; and

WHEREAS, on August 6, 2012, your Board approved an amendment to the Agreement to include substance abuse confidentiality language as required by federal regulation 42 CFR Part 2, with no change to the term of the agreement or the maximum obligation.

WHEREAS, it is now necessary and the mutual desire and intent of the parties hereto to amend the Agreement a second time to increase the maximum obligation by \$2,936,846 to a new maximum of \$6,873,954 and extend the term of the Agreement to December 31, 2013 for AOD services and June 30, 2014 for all other services.

WHEREAS, the parties wish to Amend and clarify that Original Agreement.

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

1. Paragraph 3. Payments is hereby deleted and replaced with the Paragraph 3. Payments below:

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

THOUSAND NINE HUNDRED FIFTY-FOUR DOLLARS (\$6,873,954).

2. Paragraph 4. Term and Termination is hereby deleted and replaced with the Paragraph 4. Term and Termination below:

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2012 through December 31, 2013 for AOD services and July 1, 2012 through June 30, 2014 for all other services.

This Agreement may be terminated by Contractor, the Chief of the Health System or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

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 the County and shall be promptly delivered to the County. Upon termination, the 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.

2. Exhibit A-1, A-2, A-3, A-4 are hereby deleted and replaced with the Exhibit A-1-1, A-2-1, A-3-1, A-4-1 attached hereto.
3. Exhibit B-1, B-2, B-3, B-4 is hereby deleted and replaced with the Exhibit B-1-1, B-2-1, B-3-1, B-4-1 attached hereto.
4. All other terms and conditions of the Original Agreement between the County and Contractor shall remain in full force and effect.

Signature page to follow.

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

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors  
San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

StarVista.

  
\_\_\_\_\_  
Contractor's Signature

Date: 6/17/13

**EXHIBIT "A-1-1"**  
**BHRS MENTAL HEALTH**  
**STARVISTA**  
**FY 2012 - 2014**

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

**I. PROGRAM SERVICES**

**DESCRIPTION OF SERVICES**

In full consideration of the payments herein described in Exhibit B-1-1, Payments, of this Agreement Contractor shall provide the service described below in a manner consistent with the terms and provisions of this Agreement. These services shall be provided in a manner prescribed by the laws of California and in accord with the applicable laws, titles, rules and regulations, including quality improvement requirements of the Short-Doyle/Medi-Cal Program. All payments under this Contract must directly support services specified in this Contract. The San Mateo County Mental Health Services Documentation Manual ("County Documentation Manual") is included herein by reference. To the extent that there is inconsistency between a provision in the County Documentation Manual and this Agreement, the provisions in the County Documentation Manual shall prevail. Contractor shall provide the following services:

**A. Mental Health Services (Authorized by the Mental Health Plan (MHP))**

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

- a. All clients shall be authorized for service by the Behavioral Health and Recovery Services ("BHRS") Division's ACCESS Team. Separate authorizations shall be required for assessment and ongoing treatment services.
- b. After a clinical assessment is completed, Contractor shall notify the ACCESS Team within five (5) working days of completion of assessment with result of the assessment. If the results include a recommendation that Contractor provide further treatment, additional authorization must be obtained.
- c. Treatment programs include the following:
  - 1) Family Treatment

- 2) Attention Deficit Hyperactivity Disorder (ADHD)
  - 3) Anger Management
  - 4) Co-Occurring Condition MH/Substance Abuse through a) First Chance Outpatient program for adults and b) Insights program services for adolescents and c) Women's Enrichment Center (WEC)
- d. Services shall include the following:
- 1) Assessment Services
  - 2) Treatment Services:
    - a) Brief individual, family, and group therapy
    - b) Collateral services, including contact with family and other service providers
    - c) Psychological Screening/Testing Services
- e. Contractor shall involve parents or other caregivers in the development of the treatment plans for all children, to the extent possible and as clinically appropriate.

**B. Girls' Juvenile Court Program**

- a. Services shall be available in English and Spanish and shall include the following:
- 1) Screening and Assessment Services:
  - 2) Treatment Services:
    - a) brief individual, family, and group therapy;
    - b) collateral services, including contact with family and other significant service providers.
  - 3) Reimbursement shall be only for Medi-Cal reimbursable services provided to Medi-Cal beneficiaries, and Healthy Kids/Healthy Families beneficiaries.
- b. Contractor shall involve parents or other caregivers in the development of the treatment plans for all children, to the extent possible and as clinically appropriate.

**C. Child and Family Treatment Collaborative**

- a. San Mateo Child and Family Treatment Collaborative  
Contractor, Edgewood Center for Children and Families ("Edgewood"), and the Department of Psychiatry at the University of California, San Francisco ("UCSF"), shall work together as the San Mateo Child and Family Treatment Collaborative (the "Collaborative") in the provision of Child and Family Treatment Collaborative Program services ("Program").

**b. Collaborative Roles and Responsibilities**

As part of the Collaborative, Contractor shall comply with the following general guidelines:

- 1) Edgewood shall act as lead agency and provide a clinic director, intake and assessment manager, case managers, psychiatrist, quality assurance and data coordinator, administrative assistant, mental health clinicians, and client transportation services.
- 2) Contractor shall provide mental health clinicians, and provide consulting to Collaborative clinicians for any questions on Juvenile Court reporting and/or testimony.

**c. Collaboration between Contractor, San Mateo County Children and Family Services Division (Child Welfare), San Mateo County BHRS, and San Mateo County Juvenile Court.**

- 1) Contractor, in conjunction with the Collaborative, shall participate in Program-related collaboration with San Mateo County Children and Family Services Division (Child Welfare) ("Children and Family Services"), BHRS, and San Mateo County Juvenile Court ("Juvenile Court").
- 2) Children and Family Services will inform Contractor as to which Children and Family Services social worker (the "Social Worker") is assigned to cases that are referred to Contractor.
- 3) In the event a Social Worker is reassigned, both the reassigned Social Worker and the new Social Worker will immediately inform Contractor of the new assignments. If a particular Child/Youth (as "Children/Youths" is defined in Paragraph I.A.3.d.1). of this Exhibit A-1-1 is determined to be at-risk for abuse, neglect or molestation (as such risk is described in Paragraph I.A.3.h.. of this Exhibit A-1-1), then Children and Family Services agrees that such risk shall be noted in the Social Worker transfer summary.

**d. Program Services**

- 1) Contractor shall provide approximately one hundred fifty-eight thousand four hundred forty-three (155,100) minutes of Program services to children or youth who:
  - a) are or have been abused, molested and/or neglected;
  - b) are ages six (6) through seventeen (17); and
  - c) have been referred to the Program by Children and Family Services.

Such children or youth shall be referred to herein as "Children/Youths" or "Child/Youth".

- 2) Contractor shall also provide Program services to the families of such Children/Youths (the "Family" or "Families") regarding the effects of such abuse, molestation and/or neglect on the Children/Youths.

- 3) The primary focus of the Program will be outpatient treatment services based upon evidence of effectiveness with the populations receiving Program services.
- 4) The Mental Health Services and Crisis Intervention Services described in this Paragraph I.A.3.d.4). shall only apply to clients receiving Program services, shall be provided to Children/Youths and Families based upon medical necessity, and shall include:

a) **Mental Health Services**

Contractor shall provide Mental Health Services. Mental Health Services ("Mental Health Services") shall include:

- i. Initial assessment services. This includes clinical analysis of the history and current status of the client/enrollee's mental, emotional or behavioral condition.
- ii. Annual assessment: This consists solely of the annual assessment required by County to reassess a client for eligibility for mental health treatment.
- iii. Individual Therapy: Individual Therapy includes 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 therapy when the individual is present.
- iv. Group Therapy: Group Therapy includes 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).
- v. Collateral Services: Collateral Services consists of contact with one or more significant support persons in the life of the client 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). Family counseling or therapy which is provided on behalf of the client is considered collateral.
- vi. 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.

- vii. 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*.
- viii. Plan Development: Plan Development may consist of the following:
  - (1) When staff develop Client Plans (as such term is described in Paragraph I.A.3.i. of this Exhibit A-1-1), approve Client Plans, and/or monitor a client's progress. Such activities may take place with the client to develop a Client Plan or discuss the overall or program goals, with a client or family member and/or significant support persons to obtain signatures on the Client Plan, and, if needed, have the Client Plan reviewed and signed by a licensed/waivered/registered clinician.
  - (2) When staff meet to discuss the client's clinical response to the Client Plan or to consider alternative interventions.
  - (3) When staff communicate 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.

b) Crisis Intervention

- i. Contractor shall provide Crisis Intervention ("Crisis Intervention"). Crisis Intervention is a service, lasting less than twenty-four (24) hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit.
- ii. Contractor shall provide Crisis Intervention if medically necessary.

c) 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. Services may include the following:

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



- (1) Inter- and intra-agency communication, coordination, and referral, including reports to Child Protective Services
    - (2) Monitoring service delivery to ensure an individual's access to service and the service delivery system
    - (3) Linkage, brokerage services focused on transportation, housing, or finances
  - ii. Placement Services Supportive assistance to the individual in the assessment, determination of need, and securing of adequate and appropriate living arrangements including, but not limited to, the following:
    - (1) Locating and securing an appropriate living environment
    - (2) Locating and securing funding
    - (3) Pre-placement visit(s)
    - (4) Negotiation of housing or placement contracts
    - (5) Placement and placement follow-up
    - (6) Accessing services necessary to secure placement
- e. Juvenile Court Assessments, Reports and Testimony
  - 1) Contractor shall respond to Juvenile Court's requests for written assessments, reports and/or court testimony on progress of Children/Youths in the Program. Written assessments and reports regarding progress of Children/Youths shall include all information requested by Juvenile Court.
  - 2) For families under court supervision, Contractor shall submit to the Social Worker a treatment summary form or Report to Juvenile Court form with each court report.
  - 3) Contractor's staff will be readily available to provide court testimony upon request by Juvenile Court and/or County Counsel.
  - 4) Contractor shall provide professional training to Collaborative clinical staff for court reporting and/or testimony on an as-needed basis.
- f. Access to Program Services
  - 1) Contractor shall have the capacity to provide Program services at four (4) clinic locations in San Mateo County: Daly City, San Mateo, Redwood City, and San Carlos. Other clinic sites may be developed during the term of this agreement.
  - 2) Each Program clinic location shall be easily accessible via public transportation to the majority of Children/Youths and Families.

- 3) Contractor shall assist children/youth to utilize Collaborative transportation services to and from Program clinic service locations for Children/Youths and Families who are unable to: transport themselves, to utilize public transportation, or to be transported by a Children and Family Services transportation officer.
- 4) Contractor shall also provide in-home Program services on an as-needed basis.

g. Referrals, Service Timelines and Discharge Process

- 1) All referrals to the Program shall be made directly by Children and Family Services ("Referral" or "Referrals") to the Collaborative. Referrals may be made either directly to Contractor for assessment and services, or may be made to Edgewood for assessment. Edgewood may assign referrals to Contractor for services following the completion of the assessment.
- 2) For all Referrals that are not court ordered, Children and Family Services shall obtain a signed consent for release of protected health information from the Child/Youth's legal guardian for the release of information from the Contractor to Children and Family Services.
- 3) For clients referred to Contractor for assessment and services, Contractor shall provide Program services according to the following timeline:
  - a) Contractor will contact the Family within two (2) working days of receipt of the Referral (the "Initial Contact").
  - b) The Family's first (1<sup>st</sup>) appointment (for the assessment) shall take place with Contractor within five (5) working days of the Initial Contact (the "First Appointment").
  - c) Within ten (10) days of the First Appointment, Contractor shall complete the assessment of the Family and Child/Youth and shall mail a copy of such assessment to the Social Worker.
  - d) Within ten (10) days of the completion of the assessment, Contractor shall begin the assigned treatment, and shall provide the Social Worker with the name and phone number of Contractor's therapist assigned to the Child/Youth and Family.
- 4) For clients referred to Contractor for services following the completion of the assessment by Edgewood, Contractor shall provide Program services according to the following timeline:

- a) Within ten (10) days of the completion of the assessment, Contractor shall begin the assigned treatment, and shall provide the Social Worker with the name and phone number of Contractor's therapist assigned to the Child/Youth and Family.
- 5) Contractor shall notify the Social Worker within one (1) day after a Family and/or Child/Youth has one (1) unexcused missed appointment or two (2) consecutive excused missed appointments.
- 6) Discharge plans will be completed collaboratively between the Child/Youth, the Family, Contractor, and the Social Worker.
- 7) When the Social Worker determines that a case can be closed, he/she will notify the Contractor therapist prior to the closing date.
- 8) Services may be continued following the closing of a case by Children and Family Services if medical necessity warrants continued treatment. These cases will be reviewed by County Clinical Services Manager and appropriate transition plans shall be developed.

#### **h. Risk Assessment**

- 1) If at anytime during the course of treatment, Contractor determines that a Child/Youth is at risk for abuse, neglect or molestation due to:
  - a) a potential abuser having access to such Child/Youth;
  - b) the possibility of unsupervised visits between a potential abuser and such Child/Youth;
  - c) the possibility of reunification of a potential abuser and such Child/Youth; or
  - d) other circumstances deemed to put such Child/Youth at-risk;
 then Contractor shall:
  - i. immediately notify by telephone the Social Worker and the Social Worker's supervisor of such risk determination; and
  - ii. within one (1) working day of such notification, fax to the Social Worker a completed risk assessment report;
- e) the above notwithstanding, in all cases Contractor shall follow HSA's protocol for handling such Child/Youth at-risk.
- 2) Upon proper notification by Contractor to the Social Worker and the Social Worker's supervisor as to a particular risk for such Child/Youth, Children and Family Services reserves the right to make the final determination as to the disposition of such Child/Youth.

#### **i. Client Treatment Plans**

Client treatment plans will:

- 1) Be provided to the Deputy Director of Youth Services or designee within thirty (30) days of the Referral;
- 2) Be updated at least annually and are due to the Deputy Director of Youth Services or designee during the calendar month prior to the anniversary date or on the anniversary date of the client's entry into the County system;
- 3) Have specific observable and/or specific quantifiable goals;
- 4) Identify the proposed type(s) of intervention;
- 5) Have a proposed duration of intervention(s); and
- 6) Be in compliance with BHRS Quality Improvement policies and procedures.

j. Staffing

Contractor shall ensure that all Program services:

- 1) Shall be provided by licensed, waived or registered mental health professionals;
- 2) Shall be provided by staff experienced in the provision of therapy services to emotionally disturbed children/youth and their families;
- 3) Shall be provided by staff experienced in the provision of therapy services to parents/caregivers who may have mental health issues which require intervention;
- 4) Shall be provided by staff capable of working with a culturally diverse population; and
- 5) May be provided by graduate school trainees as co-therapists of group or family therapy, provided that such trainees are supervised by licensed professionals.

D. Crisis Hotline and Clinical Support Services

1. Contractor shall make every effort to provide a 1.0 FTE Spanish-speaking licensed clinician to staff Contractor's existing crisis hotline dedicated to adolescent callers. This clinician shall provide clinical services during peak hours of hotline usage.
2. Clinicians shall respond to requests from schools and provide crisis intervention services to youth, consultation to school staff, and provide appropriate referrals for youth and families as clinically indicated.
3. Contractor shall make referrals to the mental health system through the ACCESS Team.

4. Contractor shall participate on the BHRS Community Response Team, and shall attend related meetings and trainings, and shall be available to respond to community crises.
5. Contractor shall submit monthly reports regarding the services provided to BHRS Deputy Director of Youth Services and Assistant Director of BHRS. These reports shall be in a format acceptable to County.

**E. Early Childhood Community Team**

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

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

2. The key principles of Early Childhood Community Team ECCT program for children will reflect, whenever possible, the core values of Wraparound. The core values of Wraparound that are applicable to the ECCT include:
  - a. Families have a high level of decision-making power at every level of the process.
  - b. Team members are persevering in their commitment to the child and family.
  - c. Services and supports are individualized, build on strengths, and meet the needs of children and families across the life domains to promote success, safety, and permanency in home, school, and the community.
  - d. The process is culturally competent, building on the unique values, preferences, and strengths of children, families, and their communities.
  - e. Family is defined to mean relatives, caregivers, peers, friends, and significant others as determined by the individual client.

### **3. Service Model**

#### **a. Staffing**

This contract is intended to support 4.33 FTE positions as follows:

- i. .9375 FTE MFT/PSW licensed early childhood mental health consultant
- ii. 1 FTE MFT/PSW licensed clinician
- iii. 1 FTE Community Worker
- iv. .25 FTE Services Assistant
- v. .7 MH Clinician
- vi. .4425 Clinical Support

#### **b. 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

#### **c. 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:

- 1) Contractor meeting with school staff to introduce the ECCT Service program.
- 2) Contractor meeting with caregiver to provide training regarding access and/or procedures regarding the ECCT Services program.
- 3) Contractor meeting with caregiver to provide training regarding de-stigmatizing mental health problems and how to engage students and families needing assistance.

**4) Contractor providing other ECCT services that directly pertain to the ECCT Services program, but that are not Mental Health Services.**

- d. Services should be linguistically and culturally competent and provided to a substantial degree by staff from the same ethnic groups as enrollees.**
- e. The community outreach role includes networking within the community and community based services to identify young families with children between birth and three and connect them with necessary supports.**
- f. Offer groups for families with young children, using the Touchpoints Program. The Touchpoints groups would include fathers as well as mothers and other caregivers.**
- g. 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.**
- h. 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.**
- i. 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.**
- j. The community team will be using a combination of models, including models for mental health consultation in child care settings, the Child-Parent Psychotherapy intervention model, Touchpoints and application of the PHQ-9 for tracking the depression status of postpartum mothers. Community Team staff will be trained in these models and deliver them with fidelity.**
- k. 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.
- I. Program Services by Community Worker may consist of Case Management and Indirect Services. These services are described as follows:

- i Case Management

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

- ii Indirect Services

Indirect Services are those activities that pertain to ECCT program, but that are not Mental Health or Case Management services (i.e. parenting groups and outreach services).

#### 4. Population to be served

- a. The team will serve young families with children aged birth to three years, as well as children in child care settings.
- b. The ECCT will outreach to Latino, or isolated farm worker families, or to a community experiencing a significant degree of interpersonal violence, which has significant impact in families and young children.

#### 5. Evaluation

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



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

F. Co-Chair of the Diversity and Equity Council

Contractor shall designate one (1) - .10 FTE to serve as Co-Chairman of the Diversity and Equity Council.

## II ADMINISTRATIVE REQUIREMENTS

### A. ALL PROGRAMS

1. Survey Administration

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

2. Cultural Competency

a. All program staff shall receive at least one (1) in-service trainings per year on some aspect of providing culturally and linguistically appropriate services. At least once per year and upon request, Contractor shall provide County with a schedule of in-service training(s) and a list of participants at each such training.

b. Contractor shall use good faith efforts to translate health-related materials in a culturally and linguistically appropriate manner. At least once per year and upon request, Contractor shall provide to County copies of Contractor's health-related materials in English and as translated.

c. Contractor shall use good faith efforts to hire clinical staff members who can communicate with clients in a culturally and linguistically appropriate manner. In the third (3<sup>rd</sup>) quarter of the contract year, and upon request, Contractor shall submit to County the cultural composition and linguistic fluencies of Contractor's staff.

3. Ineligible Employees

a. Licensed Professional

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

b. All Employees

Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Services (CDHS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: [http://files.medi-cal.ca.gov/pubsdoco/publications/bulletins/part1/part1bull\\_1.asp](http://files.medi-cal.ca.gov/pubsdoco/publications/bulletins/part1/part1bull_1.asp)

B. MENTAL HEALTH REQUIREMENTS

1. Developmental Assets

Contractor shall incorporate the Forty-One (41) Developmental Assets into program treatment goals, individual goals and family goals.

2. Licensing Reports

Contractor shall submit a copy of any licensing report issued by a licensing agency to BHRS Children and Youth Services Deputy Director within 10 business days of Contractor's receipt of any such licensing report.

3. Medi-Cal Certification

Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.

4. Advance Directives

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

5. Beneficiary Rights

Contractor will comply with County policies and procedures relating to beneficiary's rights and responsibilities.

**6. Physician Incentive Plans**

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

**7. 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.

**8. Compliance Plan and Code of Conduct**

Contractor shall read and be knowledgeable of the compliance principles contained in the BHRS Mental Health Services Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

**9. Beneficiary Brochure and Provider Lists**

Contractor agrees to provide Medi-Cal clients who are new to the Mental Health System with a brochure (an original of which shall be provided by County) when a client first receives a specialty mental health service from the Contractor. Such brochure shall contain a description of County services available; a description of the process for obtaining County services, including the County's state-wide toll-free telephone number; a list of the County's providers; a description of the County's beneficiary problem resolution process, including the complaint resolution and grievance processes; and a description of the beneficiary's right to request a fair hearing at any time before, during or within 90 days after the completion of the beneficiary problem resolution process.

**10. Record Retention**

Paragraph 13 of the Agreement and Paragraph I.B.12.d. of Exhibit B-1-1 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 seven (7) 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 (18<sup>th</sup>) birthday, or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

11. Fingerprinting Certification

At County's sole discretion, Contractor certifies that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing services under this Agreement, have contact with children, 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 and/or its subcontractors, assignees, or volunteers have contact. If said employees and/or subcontractors, assignees, and volunteers have such a criminal history, they shall not have contact with children who receive services through this agreement. A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment J.

III. GOALS AND OBJECTIVES

Services rendered pursuant to this Agreement shall be performed in accordance with the following goals and objectives:

A. ALL PROGRAMS

Goal 1: Contractor shall enhance program's cultural competence.

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

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

Goal 2: Contractor shall apply youth development principles into practice across all programs.

Objective 1: Contractor shall document actions taken across all programs toward the adoption of the 41 Developmental Assets, building relationships with and supporting youth, and providing opportunities for authentic youth involvement.

**B. MENTAL HEALTH SERVICES**

**1. Mental Health Services (authorized by the MHP)**

Goal 1: Contractor shall avoid more intensive levels of mental health services for clients.

Objective 1: No more than five percent (5%) of cases treated by Contractor shall be admitted to a psychiatric emergency service unit between the time of intake and a year after intake.

Data shall be collected by Contractor

Goal 2: Clients receiving MHP services shall be satisfied with services received.

Objective 1: Ninety percent (90%) of clients served shall be satisfied with service as measured by client satisfaction survey administered by the MHP.

**2. Girls' Juvenile Court Program**

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

Objective 1: Program participants will reduce Juvenile Hall incarceration for offenses committed.

Data shall be collected by Contractor.

**3. Child and Family Treatment Collaborative**

Goal 1: Contractor shall maintain Children/Youths served in the least restrictive settings.

Objective 1: Ninety-five percent (95%) of Children/Youths served will be maintained in Family home or home-like setting (foster home) after six (6) months of receiving services.  
Data shall be collected by Contractor.

Goal 2: Contractor shall reduce re-incidence of child abuse, molestation, or neglect.

Objective 1: At least ninety-five percent (95%) of Families served for a period of at least six (6) months will have no re-incidence of reported abuse, molest or neglect during their course of treatment (post 6 months of implementation of services).

Data shall be collected by Contractor.

4. 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.

**EXHIBIT A-2-1**  
**BHRS ALCOHOL AND OTHER DRUG SERVICES**  
**2012 – 2014**

In consideration of the payments set forth in Exhibit B-2-1, Contractor shall provide the following services specified in this Exhibit A-2-1.

**I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR**

In providing its services and operations, Contractor will maintain compliance with requirements of the Alcohol and Other Drug (AOD) Provider Handbook including additions and revisions, incorporated by reference herein. Reimbursement is contingent upon client eligibility and compliance with referral and authorization procedures as outlined in the AOD Provider Handbook located at <http://www.aodsystems.com/SMC/Index.htm>.

**A. Fixed Rate Services**

1. NRC Insights Outpatient Treatment
2. County Funded Outpatient Treatment
3. County Funded Camp Glenwood
4. MHSA GIRLS Program
5. MHSA GIRLS/COD
6. CalWORKs WEC Day Treatment
7. Sobering Station
8. County Funded WEC Day Treatment
9. MCE County Match Outpatient and Day Treatment

**B. Fee For Service**

**1. Drug Court and 11550 Funded Services**

- a. Outpatient Treatment Services  
One (1) hour individual and/or group counseling session provided for CDCI/DCP funded outpatient alcohol and drug treatment and recovery services.
- b. Day Treatment  
Day Treatment Services per individual for each visit day provided for CDCI/DCP funded alcohol and drug day treatment and recovery services.
- c. Drug Testing  
The rate will not exceed the actual cost of the drug screen, plus an administrative fee as specified in the Contractor's approved Drug Testing Plan.
- d. Individual and Family Therapy  
Ancillary counseling services refer to counseling services, not

directly to substance abuse treatment. These services are necessary for the continuum of the individuals' success. Services shall include the following:

- i. Ancillary counseling, including individual, group, and/or conjoint family counseling.
- ii. The ancillary counseling services will be provided by Licensed Marriage Family Therapist (LMFT), Licensed Clinical Social Worker (LCSW), Psychologist, or other licensed clinical professional staff. Any counseling services provided by non-licensed staff shall be under the supervision of a licensed professional and meet the standards as required by the state licensing guidelines.
- iii. Contractor shall have the appropriate infrastructure to provide services in County identified threshold languages, such as Spanish, Tagalog, Mandarin and Cantonese.
- iv. Program participants' AOD Case Manager will monitor the progress of each participant referred to ancillary counseling services. The licensed clinical professional will provide frequent, regular updates regarding the participants' participation to the Case Manager.

## **2. Achieve 180**

### **a. Outpatient**

- i. One and one half (1½) hour group counseling session per individual provided within the approved treatment period for Achieve 180 Re-Entry funded outpatient alcohol and drug treatment and recovery services.
- ii. One half (1/2) hour individual counseling session per individual provided within the approved treatment period for Achieve 180 Re-Entry funded outpatient alcohol and drug treatment and recovery services.

### **b. Day Treatment Services**

- i. Intensive Outpatient services are per individual for each visit day provided for A180 funded alcohol and drug treatment and recovery services. Services must be provided a minimum of three hours per day, with a minimum of three visit days per week.

## **3. Medicaid Coverage Expansion (MCE) Health Coverage**

Behavioral Health & Recovery Services (BHRS) will, at its discretion, reimburse Contractor for services provided to Medicaid Coverage Expansion (MCE) beneficiaries. Detailed descriptions of specific



treatment services for the modalities listed below are outlined in the AOD Provider Handbook. Substance use treatment modalities provided under the MCE program include:

- a. Outpatient Services
- b. Intensive Outpatient Services

#### 4. Criminal Justice Realignment

Contractor shall provide authorized services to individuals meeting the Criminal Justice Realignment (CJR) eligibility criteria as determined by AB 109 and AB 117 and referred by the CJR program.

Substance use disorder (SUD) treatment shall be provided to eligible offenders based on treatment need with available funding resources. A full continuum of SUD treatment services are available to CJR clients based on assessed treatment need.

Contractor will track and report all CJR client services in accordance with the local Community Corrections Partnership (CCP) requirements as described in the AOD Provider Handbook. Contractor may provide the following services to CRJ clients:

- a. Outpatient Treatment Services  
A minimum of one group counseling session, of one and one half (1½) hours per week will be provided to each approved and authorized CJR participant and funded as part of CJR outpatient alcohol and drug treatment and recovery services.  
A minimum of one half (½) hour individual counseling session per individual provided within the approved treatment period for CJR funded outpatient alcohol and drug treatment and recovery services.
- b. Day Treatment Services  
Intensive Outpatient services are per individual for each visit day provided for CJR funded alcohol and drug treatment and recovery services. Services must be provided a minimum of three hours per day, with a minimum of three visit days per week.

#### C. Description Of Unique Program Services

##### 1. Archway

Archway provides outpatient substance abuse treatment and recovery services to clients who are participating in Proposition 36 and are referred by the Probation or Parole Departments, and to clients

mandated to complete one of the following: Wet & Reckless, First Offender Program, Anger Management, Deferred Entry of Judgment, or Domestic Non-Violence Program. Services are available to clients in English and Spanish. Archway's outpatient program is a minimum of twelve (12) weeks. Clients attend weekly group and individual sessions, and are required to complete a minimum of six (6) community support meetings.

## **2. First Chance Outpatient Services**

First Chance Outpatient Services (FCOS) provides outpatient substance abuse treatment, recovery and mental health and recovery services to clients participating in Proposition 36 or Drug Court, and who are referred by Probation, Parole, or AOD. FCOS program is a minimum of twelve (12) weeks and is designed for clients with co-occurring mental health and substance abuse disorders. The number of required individual and group sessions are customized according to the client's individual need. The program uses a harm reduction model while challenging clients to attain sobriety.

## **3. Insights**

Insights provides outpatient substance abuse treatment and recovery services to adolescent clients and their families. The program is a minimum of eight (8) weeks, but is often extended based upon client need. Services include family assessments, adolescent assessments, family education groups, group counseling, individual counseling, and family counseling sessions and mental health services. All services are provided on-site.

## **4. Girls Program**

The GIRLS Program is a court-mandated outpatient substance abuse treatment recovery and mental health program that provides assessment, counseling and case management services for adolescent girls aged thirteen (13) through eighteen (18) with co-occurring substance abuse and mental health disorders. Services include family assessments, adolescent assessments, family education groups, group counseling, individual counseling, and in-home family counseling sessions.

## **5. Camp Glenwood**

Camp Glenwood services include weekly psycho-educational and group counseling services to adolescent boys incarcerated at Camp Glenwood.

## **6. Women's Enrichment Center**

The Women's Enrichment Center (WEC) provides intensive day substance abuse treatment and recovery mental health services to adult women with co-occurring substance abuse and mental health disorders. Clients are either referred by or eligible for services from CalWORKs and/or Children and Family Services. WEC coordinates with SMC, BHRS and other providers to ensure ongoing planning, coordination and services that address the needs of WEC clients. The program is a minimum of ten (10) weeks. The length of time any individual participant is in the program is based upon the client's need. Clients attend treatment five (5) days a week for three (3) hours per day, and receive: intensive case management services, group counseling, weekly individual counseling, psycho-educational group classes, supportive services such as transportation to and from treatment, light breakfast and lunch.

## **7. First Chance Sobering Station**

First Chance Sobering Station provides a sobering facility that operates twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days of the year. This facility provides temporary shelter, individualized substance abuse/dependence assessment, observation, recovery counseling and referral services for ongoing treatment, and twelve (12)-Step meetings for all individuals admitted to the facility.

First Chance Sobering Station services are available to individuals referred by participating law enforcement agencies, San Mateo County Health Services, and partnering substance abuse treatment and recovery agencies providing residential and intensive day treatment services. Partnering agencies may access the First Chance Sobering Station services for clients in need of a temporary safe shelter until the client sobers up and is able to be admitted or re-admitted into treatment. To access services, the partnering agency will transport the client to the First Chance Sobering Station and remain present with the client until admitted into the Sobering Station, in accordance with the StarVista - First Chance Sobering Station Program Policy.

## **8. Non-Reimbursable Services**

### **a. Driving Under The Influence (DUI)**

In accordance with the AOD Provider Handbook, Contractor will provide the DUI program services to clients who have been referred by the Department of Motor Vehicles, Probation, and the Superior Courts.

b. Deferred Entry of Judgment (DEJ)

In accordance with the AOD Provider Handbook, Contractor will provide the DEJ to clients who have been referred by the Probation Department.

9. Wec Co-Occuring Mental Health Services

Mental Health Gender Specific Co-Occurring services will be provided by StarVista through the Women's Enrichment Center Mental Health Clinic. Women's Enrichment Center provides trauma informed co-occurring services for clients dealing with Mental Health and Substance Abuse conditions. Expected complex conditions of clients referred for treatment are severe emotional dysregulation, history of trauma, domestic violence, substance abuse, unstable housing, employment issues, treatment compliance issues, and medical issues.

Contractor will admit individuals, who are referred by BHRS. The length of treatment may vary according to the specific need of each program participant however the services will typically last at least ten (10) weeks. Contractor will provide the following services at mutually agreed upon location(s) in San Mateo County to individuals who are deemed eligible for Mental Health funded services.

a. Description of Services

Contractor will make services available five (5) days per week. Mental health services will be provided five (5) days a week to Mental Health Clients in the morning. In the afternoon, the women with co-occurring conditions have the option of participating in substance abuse treatment.

Contractor's intensive outpatient treatment services for program participants with co-occurring disorders will provide the following services, determined by medical need, to program participants:

- i. Intake and assessment, plan development, rehabilitation, group rehabilitation, therapy, group therapy, family therapy and collateral therapy.

II. PRIORITY POPULATIONS

Contract funds must be used to serve priority population clients. Specifically, Contractor will give priority admission to:

- A. Populations required by Substance Abuse Prevention and Treatment (SAPT) Block Grant;
- B. Clients with MCE health insurance coverage;

- C. AOD treatment and recovery priority populations as outlined in Strategic Directions 2010;
- D. San Mateo County residents who are referred by BHRS;
- E. Referrals from other San Mateo County AOD providers, including the Methadone Clinic, Palm Avenue Detox, and First Chance Sobering Station referrals;
- F. Shelter referrals within San Mateo County.

### III. ADMINISTRATIVE REQUIREMENTS

#### A. System-Wide Improvements

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

##### 1. Standards of Care

The County has identified specific Standards of Care (SOC) for treatment services, which incorporate scientific research, and clinical practice, which has been proven effective in the provision of services to clients receiving treatment services. SOC are guidelines for providing comprehensive, client centered, culturally competent screening, assessment and treatment for clients with substance abuse and/or substance dependence/addiction or co-occurring disorders.

Contractor will work towards full compliance with the SOC, specifically:

- a. Contractor will continue to develop and implement the activities and achieve the objectives described in the approved San Mateo County AOD SOC implementation work plan.
- b. In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Provider Handbook, including additions and revision, which is incorporated by reference herein.
- c. Contractor will report quarterly on SOC implementation progress to the assigned AOD Analyst.

##### 2. Continuous Quality Improvement

To enhance the quality and efficiency of services, Contractor will have an established Continuous Quality Improvement (CQI) program. CQI program must include a QI committee made up of staff from all levels that guide the development and implementation of the QI Plan.

Contractor has established a mechanism whereby contractors will identify processes and practices at the organizational level which create inefficiencies and/or present barriers to client engagement, enrollment and retention in treatment.

- a. Contractor will develop and implement a Quality Improvement plan with an emphasis on continuous quality improvement, quality review, and quarterly utilization.
- b. Contractor will solicit feedback from service recipients on an annual basis, at minimum. Client feedback process may include but is not limited to: focus groups and client satisfaction surveys.
- c. Contractor will implement a process to share client feedback with the Quality Improvement committee. Consideration of client feedback will be incorporated into future QI plans.
- d. Contractor shall report quarterly to the assigned AOD Analyst on QI plan implementation, progress and client feedback results.
- e. Contractors receiving MHSA funding to treat clients with COD shall comply with additional reporting requirements as outlined in the online AOD Provider Handbook.

### **3. Co-occurring/Complex Disorders**

Contractor will work to improve treatment outcomes for co-occurring/complex clients by providing the following:

- a. Contractor will participate as a Change Agent and will delegate participation in monthly activities to effect the changes necessary to maintain and enhance Co-occurring Disorders (COD) capability.
- b. Contractor will establish a COD work plan that continues to assess and address the needs of complex clients. This COD work plan may be a part of the Contractor's Quality Improvement program, Standards of Care Work Plan, or it may be a separate process.
- c. Contractor will report quarterly to the assigned AOD Analyst on the progress and outcomes of the COD work plan.
- d. Contractors receiving Mental Health Services Act (MHSA) funding to treat clients with COD shall comply with additional reporting requirements as outlined in the online AOD Provider Handbook.

### **4. AVATAR Electronic Health Record**

Contractor worked collaboratively with BHRS in the implementation of the new system by:

- a. Contractor will participate in the development, training, implementation and utilization of the required AVATAR system.
- b. Contractor will maintain compliance with all documentation, reporting, billing and all other data requirements as required in the AOD Provider Handbook, including additions and revision, which is incorporated by reference herein.

- c. Contractor will continue to use the DAISY data system for all reporting requirements through June 30, 2013.
- d. Contractor shall enter client service data into Avatar for service being provided under County contract and includes: date of service, service type, service units and service duration.
- e. Contractor shall enter client wait list data into Avatar. This information will be used to determine unmet treatment needs and wait times to enter treatment.

#### **B. Qualified Service Organization**

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

- 1. Centralized screening, assessment, and treatment referrals;
- 2. Billing supports and services;
- 3. Data gathering and submission in compliance with Federal, State, and Local requirements;
- 4. Policies and procedures related to the service provision, documentation, and billing;
- 5. Quality Management, problem resolution, and utilization review; and
- 6. Education, training and technical assistance as needed.

In addition, BHRS:

- 1 Acknowledges that in receiving, storing, processing, or otherwise using any information from the alcohol/drug 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 Patient Records, 42 C.F.R. Part 2;
- 2. Undertakes 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.

#### **C. Building Capacity**

The County seeks to build capacity and increase access to treatment

services for San Mateo County residents. Contractor will work with BHRS to maximize the revenues and increase access to care in the following ways:

**1. MCE**

Contractor will work in partnership with BHRS to provide substance use disorder treatment services to beneficiaries of MCE. All services will be delivered in compliance with BHRS policies and procedures found in the AOD Provider Handbook and the BHRS Documentation Manual located at:

<http://www.co.sanmateo.ca.us/Attachments/health/pdfs/bhrs/ContractAgencies/BHRSDocManual.pdf>.

**2. Other Revenue Enhancement**

Contractor will work in conjunction with AOD to assess whether contracted agency is ready to expand services to other Medi-Cal funded services or other new revenue opportunities.

**D. MCE Program Requirements**

1. Contractor will screen all incoming clients for health coverage, including MCE eligibility and current MCE enrollment. MCE client eligibility shall be verified prior to service provision;
2. Contractor will facilitate enrollment into MCE, ACE, Medi-Cal and other health coverage programs for clients who are likely eligible for public benefits but not enrolled;
3. Contractor will not charge clients with MCE eligibility for substance use treatment services;
4. Contractor will request and obtain modality and service authorizations and reauthorizations for MCE enrolled clients from BHRS;
5. Contractor will document and provide authorized services to MCE clients in compliance with BHRS documentation guidelines;
6. Contractor will track and report on services and submit invoices for client MCE services provided following required policies and procedures;
7. Contractor will correct and resubmit disallowed claims, as requested;
8. Contractor will ensure that personnel delivering direct services to



clients will have the appropriate professional license and/or certification as outlined in the AOD Provider Handbook.

#### **E. CalWORKs Program Requirements**

Contractor will collect the following information and report it on a monthly basis: the client's name, DOB, Avatar ID#, CalWORKs/CalWIN#, Medi-Cal/BIC# (if applicable), case worker name, admission date, discharge date, the number of bed days, visit days, and/or staff hours including individuals and group visits, and the referring agency.

Contractor will collect the following outcomes data on each client exiting treatment, and report it on a quarterly basis:

1. Employment status
2. Housing status
3. Status of current alcohol or other drug use

Further information on reporting forms and verifying clients' CalWORKs eligibility can be found on the AOD Provider Handbook.

#### **F. Cultural Competency**

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at 650-573-2714 or [jafrica@smcgov.org](mailto:jafrica@smcgov.org)

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Program Manager and the Health Equity Initiatives Manager (HEIM) by September 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;
  - b. Contractor forum for discussing relevant and appropriate cultural competence-related issues; (such as a cultural competence committee)
  - c. Collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation;
  - 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 with clients in a culturally and linguistically appropriate manner);

- e. Staff training plan related to cultural competency. Contractor will ensure that all program staff receives 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.
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 for the term of the Agreement. Contractor shall submit to BHRS ODE by March 31<sup>st</sup>, a list of staff who have participated in these efforts. For more information about the Cultural Competence Council (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, the contractor is expected to contact Access Call Center or their BHRS 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 31<sup>st</sup>, copies of Contractor's health-related materials in English and as translated.

#### 5. Technical Assistance

Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the Program Manager and HEIM ([jafrica@smcgov.org](mailto:jafrica@smcgov.org)) to plan for appropriate technical assistance.

#### G. Administering Satisfaction Surveys

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

#### H. Retention of Records

Paragraph 13 ("Retention of Records") of the Agreement and Paragraph II.4. of Exhibit B-2-1 notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary records (including medical and/or clinical records) for a period of seven (7) 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 (18<sup>th</sup>) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

I. Ineligible Employees

BHRS requires that contractors identify the eligibility status of employees, interns or volunteers prior to hiring and on an annual 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 using the following websites:

1. Office of the Inspector General

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

2. California Department of Health Care Services

Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Care Services (DHCS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from

responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking:

<http://files.medi-cal.ca.gov/pubsdoco/publications/bulletins/part1/part1bullet1.asp>

**J. Licensing Reports**

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

**K. Documentation of Services**

Contractor shall provide all pertinent documentation required for state and federal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). Documentation shall be completed in compliance with the BHRS Policies & Documentation Manual which is located online at: <http://smchealth.org/SOCMHContractors>, and is incorporated by reference herein. Documentation for AOD services shall be in compliance with the Alcohol and Other Drug Services Provider Handbook which is located online at <http://www.aodsystems.com/SMC/Index.htm>, and is incorporated by reference herein.

**L. Certification**

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.

**M. Retention of Records**

Paragraph 13 ("Retention of Records") of the Agreement and Paragraph II.4. of Exhibit B-2-1 notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary records (including medical and/or clinical records) for a period of seven (7) 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 (18<sup>th</sup>) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

**N. Administering Satisfaction Surveys**

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

**O. Advance Directives**

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

**P. 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 Section 10. Compliance with laws; payment of Permits/Licenses.

**Q. 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.

**R. Compliance Plan and Code of Conduct**

Contractor shall read and be knowledgeable of the compliance principles contained in the BHRS Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

**S. Fingerprint Compliance**

At County's sole discretion, Contractor certifies that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing services under this Agreement, have contact with children or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children or individuals with whom Contractor's employees and/or its subcontractors, assignees, or volunteers have contact. If said employees and/or subcontractors, assignees, and volunteers have such a criminal history, they shall not have contact with children or others who receive

services through this agreement. Fingerprint information received from the Department of Justice (DOJ) shall be retained or disposed of pursuant to DOJ directive.

**T. Credentialing**

Contractor is responsible for implementing a process to verify, at time of employment, the credentials of its clinical staff (or obtain a waiver). All clinical personnel must comply with HIPAA regulations to obtain a National Provider Identifier (NPI) number. The license and NPI information shall be reported to the County through the completion of a County provided credentialing form and submitted to the BHRS Quality Management team. Thereafter, on a yearly basis, Contractor is responsible to conduct a re-credentialing check verifying the NPI number, and ensure that qualification standards have been met and all applicable licenses are current.

**U. Staff Termination**

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

**V. 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.

EXHIBIT A-3-1  
HEALTH POLICY AND PLANNING  
STARVISTA  
FY 2012-14

In consideration of the payments set forth in Exhibit B-3-1, Contractor shall provide the following services:

I. PROGRAM SERVICES

A. Youth Development Initiative (YDI)

Contractor shall develop and maintain the San Mateo County Youth Commission, whose role will be to advise on and create policy affecting youth in San Mateo County. The Search Institute's 41 Developmental Assets framework, in combination with other best practices, will be utilized in promoting youth development in San Mateo County. The Youth Commission will base their priorities on findings from the Adolescent Report.

1. Recruit, train, and provide oversight for at least fifteen to twenty (15-20) Youth Commission members to serve up to four year terms; except for graduating seniors who will serve for one-term. Specific effort will be made to recruit Youth Commission members who can serve more than one year and represent the geographic, cultural, socio-economic, etc., diversity of San Mateo County youth.
2. The Youth Commission will hold a Public Meeting, open forum, once a month for community members and agencies to present policies, projects, and ideas for Youth Commission consultation. The schedule for the public meetings will be set of the summer prior to the school year and will be published broadly in the community. These public meetings will operate under Robert's Rules of Order and be bound by the Brown Act.
3. Youth Commissioners may chose to sit on 1) a board commission/ad-hoc committee or initiative oversight committee and/or 2) a policy project group. The overall goal of the Youth Commission will be to place eight (8) to ten (10) Youth Commission Representatives in a board commission, ad-hoc committee or initiative oversight committee. This number may be more or less depending on individual Youth Commissioner interest. If, the number is significantly less than eight (8), the Health System and Star Vista will revisit the board/commission representation strategy.

4. All Youth Commissioners will be required to sit on one of three (3) to five (5) subcommittees. The proposed committees are: Immigrant Youth, Legislative, Teen Stress and Happiness, Environmental Protection and Adolescent Needs. These three (3) to five (5) committees will be reviewed and validated by 2013-2014 Commissioners and may be amended as determined by the Commissioners. The policy impact of these committees will be achieved through interactions with government agencies/decision making bodies such as the Board of Supervisors Legislative Staff, the County Office of Education and other entities.
5. Adults involved in commissions, boards, councils, and/or initiatives with Youth Commission members will serve as mentors and work in partnership with the Youth Commissioner. A goal will be to provide an adult mentor for each youth sitting on a County board commission or initiative as deemed appropriate by the youth and Adult Ally.
6. A presentation on the mission and goals of the Youth Commission and an overview of the 41 Developmental Assets will be provided to commissions, boards, councils, and initiatives that are working with youth members for the first time or as needed and to other boards and commissions interested in youth participation and recruiting youth outside of the Youth Commission.
7. The Youth Commission will prepare and present an annual update to the San Mateo County Board of Supervisors or other County leadership as related to the Youth Commission's annual projects.

**B. San Mateo County Youth Event**

The Contractor will host an annual San Mateo County Youth Event focused on youth empowerment and leadership development. The Youth Event will include representation of youth from across San Mateo County.

**C. Adult Ally Development**

During the year of the contract, Contractor shall support youth-adult partnerships created through the Youth Commission placement on County boards, commissions and initiatives through the following activities:

1. Adult allies ("mentors") to the Youth Commission will receive specific training as needed, which will enable them to assist youth commissioners to maximize their impact on their board commission/ad-hoc committee or initiative oversight committee and assist with their individual projects if chosen by the youth commissioner.



2. Staff will provide individualized technical assistance to facilitate the relationship between youth commissioner and adult ally by checking-in frequently, assessing needs and engaging adult allies in training opportunities to enhance their mentoring role (such as dialogues, tailored problem solving or linkages to other adult allies).

**C. Evaluation**

Contractor shall work with HPP staff to develop and conduct an evaluation of the Youth Commission incorporating the measurable goals and objectives described in Paragraph II.C. of Exhibit A. Contractor will engage youth and adult allies in evaluation activities such as focus groups, key informant interviews and/or surveys as needed and determined in the evaluation planning.

EXHIBIT A-4-1  
FAMILY HEALTH SERVICES  
STARVISTA  
FY 2012 - 2014

In consideration of the payments set forth in Exhibit "B-4-1", Contractor shall provide the following services:

**I. PROGRAM SERVICES**

In full consideration of the payments herein provided for, Contractor shall provide the services described below in a manner consistent with the terms and provisions of this Agreement.

**II. DESCRIPTION OF SERVICES**

**1. Prenatal to Three Program Community Workers**

- a. Contractor shall provide nine (9) community workers, who shall be assigned to the Prenatal to Three Program.
  - i. Community workers shall be employees of the Contractor. There shall be no employer/employee relationship between the County and the community workers.
  - ii. The community workers shall be fully functioning members of the Contractor's staff.
  - iii. If, after the County and Contractor work in good faith to resolve a performance issue with a Community Worker, and the issue is not resolved to County's satisfaction, County may request Contractor to provide a different worker.
  - iv. County's obligation to compensate Contractor for such community worker's services shall be based on a 40-hour work week.
  - v. Community Workers shall comply with County and Health System policies regarding appropriate work attire.
  - vi. Community workers shall report to Contractor's work site when County offices are closed.
- b. Program Services by Community Worker may consist of Targeted Case Management Services. These services are described as follows:
  - i. Targeted Case Management (TCM): services shall include, but not be limited to case management activities through the TCM program for Medi-Cal eligible clients, and include as follows:
    - 1) Face to Face Home visits
    - 2) Comprehensive assessment of medical, social, educational, or other needs.
    - 3) Development of an specific care plan.

- 4) Referral and related activities, including liaison between client and service professionals.
  - 5) Monitoring and follow-up of service delivery.
  - 6) Other TCM related activities, including Inter-Intra agency communication, TCM outreach services, and in-service training
- ii. TCM Electronic Health Record Keeping
  - 1) Family Health Services has transitioned to AVATAR electronic health record.
  - 2) Community workers will participate in training and utilization of the required AVATAR system for the purposes of recording Client information, TCM Case Notes, and TCM Encounter Logs.
  - 3) Community workers will maintain compliance with all charting and daily activity requirements as required by Family Health Services policies, TCM requirements, and HIPAA guidelines.
- c. Program Services by Community Worker may also consist of Indirect Services. These are those activities that pertain to the Pre-3 Program, but are not Case Management services (i.e. Parenting Classes, Touchpoints groups and other services).
- d. Community workers shall be assigned as follows:
  - i. Four (4) shall be assigned to the "Low-Mod" Team and five (5) to the Behavioral Health/AOD Team i.e., "Hi-Risk" team. County reserves the right to redistribute community workers based on program need.
  - ii. Community workers shall be assigned to locations as determined by County.
  - iii. Each community worker shall be provided a workstation at the County facilities.
  - iv. Contractor shall provide a workstation at Contractor's facility, as needed, and a phone with community workers' own voice mailbox.
- e. Community worker supervision will be as follows:
  - i. Contractor shall provide staff supervision, including supervision regarding work performance and conduct on the job.
  - ii. Contractor shall provide yearly performance evaluations, with input from the County. Contractor shall provide County with at least two weeks to complete input on performance evaluations.
  - iii. County shall provide supervision of community worker case management activities.
  - iv. County shall be responsible for the assignment of families for case management, other job responsibilities, and training pertaining to the daily job functions of the community workers. County shall provide case management and other forms used by the community workers in relation to their job description.

- v. County shall be responsible for coordination and supervision of parenting class and Touchpoints group facilitators.
  - vi. Contractor shall be responsible for training and expenses related to career development.
- f. Contractor shall assure that community workers meet minimum productivity requirements in terms of program duties and workload with input from County. An encounter is defined as a face-to-face interaction with each individual client. There may be more than one client per family.
  - i. "Low-Mod" community workers shall maintain an average of twenty (20) face-to-face encounters per week, with exceptions for participation in Touchpoints groups, Touchpoints coordination, and parenting classes. With other activities, these community workers shall maintain an average of fifteen (15) face-to-face encounters per week.
  - ii. Community workers assigned to the "Hi-Risk" Team shall maintain an average of fifteen (15) face-to-face encounters per week, with exceptions for participation in Touchpoints groups, Touchpoints coordination, and parenting classes. With other activities, community workers on the "Hi-Risk" Team shall maintain an average of ten (10) face-to-face encounters per week
  - iii. "Low-Mod" community workers will maintain an average family caseload of 30-40 cases; "Hi-Risk" community workers will maintain an average family caseload of 15-20 cases. A case is defined as all individual clients belonging to a single family.
  - iv. Community workers trained as parenting class facilitators or Touchpoints group facilitators shall lead a minimum of one (1) group/class per year, as needed, as directed by the Pre-3 Parenting Program Coordinator.
  - v. Contractor shall inform County in advance of community worker participation in non-Pre-3 activities.
  - vi. Meeting minimum average face-to-face encounter requirements shall be a priority over participation in non-Pre-3 or indirect activities.
  - vii. County will provide monthly productivity reports for Community Workers.
- g. Contractor shall provide the community workers with an extensive orientation to StarVista to help them become familiar with policies, procedures, and forms used by the Contractor.
- h. Contractor shall provide written monthly reports to County, including a brief narrative, describing the community workers' activities as outlined in this Agreement.

- i. Contractor shall meet with County a minimum of three times per fiscal year during the contract period.

### III. ADMINISTRATIVE REQUIREMENTS

#### 1. ALL PROGRAMS

- a. Contractor shall administer/utilize any and all survey or assessment instruments as directed by FHS, including outcomes and satisfaction measurement instruments;
- b. Cultural Competency
  - i. All program staff shall receive at least one (1) in-service training per year on some aspect of providing culturally and linguistically appropriate services. At least once per year and upon request, Contractor shall provide County with a schedule of in-service training(s) and a list of participants at each such training.
  - ii. Contractor shall use good faith efforts to hire staff members who can communicate with clients in a culturally and linguistically appropriate manner. In the third (3<sup>rd</sup>) quarter of the contract year, and upon request, Contractor shall submit to County the cultural composition and linguistic fluencies of Contractor's staff.
- c. Fingerprinting

At County's sole discretion, Contractor certifies that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing services under this Agreement, have contact with children, 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 and/or its subcontractors, assignees, or volunteers have contact. If said employees and/or subcontractors, assignees, and volunteers have such a criminal history, they shall not have contact with children who receive services through this agreement. A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment J.

### IV. GOALS AND OBJECTIVES

Goal 1: Contractor shall enhance program's cultural competence.

- Objective 1: Contractor shall document that community workers have completed at least one (1) cultural competency training, designed to meet the needs of their specific programs.
- Goal 2: Community workers will work as a part of the Pre-3 multi-disciplinary team.
- Objective 1: Community workers for the Low-Mod team will carry an average family caseload of 30-40 cases; community workers for the "Hi-Risk" team will carry an average family caseload of 15-20 cases.
- Objective 2: Community workers for the Low-Mod team will maintain an average of 20 face-to-face encounters per week; community workers for the "Hi-Risk" team will maintain an average of 15 face-to-face encounters per week (NOTE: if a community worker is teaching a parenting class or leading a Touchpoints group, these averages drop by 5 per week).
- Goal 3: Clients will receive services in a timely manner.
- Objective 1: Ninety percent (90%) of families will receive services within 2 weeks of referral.
- Goal 4: Clients will be satisfied with services received.
- Objective 2: Ninety percent (90%) of clients served shall be satisfied with services as measured by the Client Satisfaction survey administered by Family Health Services.

**EXHIBIT "B-1-1"**  
**BHRS – MENTAL HEALTH**  
**STAR VISTA**  
**FY 2012-2014**

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

**I. PAYMENTS**

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3 ("Payment") of the agreement, County shall pay Contractor in the manner described below:

A. 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 on page 1 of this Agreement. Furthermore, of the total contract obligation, County shall not pay or be obligated to pay more than SIX MILLION EIGHT HUNDRED SEVENTY-THREE THOUSAND NINE HUNDRED FIFTY-FOUR DOLLARS (\$6,873,954).

**B. BEHAVIORAL HEALTH AND RECOVERY SERVICES**

**1. Mental Health Services (Authorized by the MHP)**

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of FOUR HUNDRED THOUSAND DOLLARS (\$400,000) for services provided under Exhibit A-1-1, Paragraph I.A.1. of this Agreement.

**a. Assessment Services (non-MD)**

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

<b>Service Type</b>	<b>2012-14</b>
Assessment, per case	\$124.00
<b>Code 90791</b>	

**b. Treatment Services (non-MD)**

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

<b>Service Type</b>	<b>2012-14</b>
Individual Therapy, per session	\$88.00

Code **90834**  
 Group Therapy, per person, per session \$29.00  
 Code **90853**  
 Family Therapy, per hour; includes all members \$90.00  
 Code **90847**  
 Collateral, per session \$59.00  
 Code **90887**  
 Clinical Consultation, telephone/15 minutes \$12.00  
 Code **X8255**

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

**Service Type** **2012-14**  
 Expanded Screening/Assessment Services, per assessment \$135.00  
 Code **A8125**

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

**Service Type** **2012-14**  
 Psychological Testing, per evaluation \$450.88  
 Code **T9561**

2. **Girls' Juvenile Court Program**

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of ONE HUNDRED THREE THOUSAND TWO HUNDRED FORTY-TWO DOLLARS (\$103,242) for services provided under Exhibit A-1-1, Paragraph I.A.2. of this Agreement.

- a. **Assessment Services (non-MD)**



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

- b. **Psychological Assessment/Testing Services (Ph.D.)**  
An evaluation shall consist of individual sessions; scoring of tests; written report and case conference; and classroom observation using structured observation tools; totaling approximately nine (9) hours of service and be conducted by a licensed psychologist. Payment will be made upon receipt of completed psychological assessment.

Psychological Assessment, per evaluation           \$450.88

- c. **Treatment Services**  
Treatment services shall consist of face-to-face services with client or collateral (except for authorized telephone consultation) and be conducted by a licensed, waived or registered mental health professional. Rate of payment shall be as follows:

<b>Service Type</b>	<b>2012-14</b>
Assessment, per case	\$124.00
Psychological Testing Package	\$450.88
Individual Therapy, per session	\$ 88.00
Group Therapy, per person, per session	\$ 29.00
Family Therapy, per hour; includes all members	\$ 90.00
Clinical Consultation, telephone per 15 minutes	\$ 12.00

3. **Child and Family Treatment Collaborative Payment Schedule**

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of FIVE HUNDRED FORTY-FOUR THOUSAND DOLLARS (\$544,000) for services provided under Exhibit A-1-1, Paragraph I.A.3. of this Agreement.

- a. **Mental Health Services**  
For services as described in Paragraph I.A.3.d.4)a) of Exhibit A-1-1 County shall pay Contractor at a rate of ONE DOLLAR AND EIGHTY-THREE CENTS (\$1.83) per minute of service, for services that have been documented in the medical record maintained by Contractor to meet documentation requirements of the Medi-Cal program.

**b. Crisis Intervention Services**

For services as described in Paragraph I.A.3.d.4)b) of Exhibit A-1-1 County shall pay Contractor at a rate of THREE DOLLARS AND EIGHTY-EIGHT CENTS (\$3.88) per minute of service, for services that have been documented in the medical record maintained by Contractor to meet documentation requirements of the Medi-Cal program.

**c. Case Management Services**

For services as described in Paragraph I.A.3.d.4)c) of Exhibit A-1-1 County shall pay Contractor at a rate of TWO DOLLARS AND TWO CENTS (\$2.02) per minute of service, for services that have been documented in the medical record maintained by Contractor to meet documentation requirements of the Medi-Cal program.

**4. Telephone Hot Line Services**

For personnel costs as described in Paragraph I.A.4. of Exhibit A-1-1 County shall pay up to a maximum of TWO HUNDRED TWELVE THOUSAND ONE HUNDRED EIGHTY DOLLARS (\$212,180). Payments shall be made for actual costs, and shall be subject to the terms of Paragraph I.B.11. of this Exhibit B-1-1. Payment shall be monthly following invoice by Contractor in the amount of EIGHT THOUSAND EIGHT HUNDRED FORTY DOLLARS AND THIRTY THREE CENTS (\$8,840.33).

**5. Early Childhood Community Team**

Contractor shall receive a maximum of SEVEN HUNDRED THIRTY FOUR THOUSAND SIXTY-FOUR DOLLARS (\$734,064) for the implementation of the "Early Childhood Community Team and the 4.33 FTE positions described in A-1-1, E, 3." Unless otherwise authorized by the Chief of the Health System or designee, the rate of monthly payment by the County to Contractor shall be one-twelfth (1/12) of the maximum amount per month, or THIRTY THOUSAND FIVE HUNDRED EIGHTY-SIX DOLLARS (\$30,586).

**6. Co-Chair of the Diversity and Equity Council**

Contractor shall be paid a maximum obligation of TEN THOUSAND DOLLARS (\$10,000) for services described in Exhibit A-1-1 Section I. Paragraph F of the Agreement.

7. In any event, the maximum amount County shall be obligated to pay for services rendered under Exhibit A-1-1 Paragraph I.A., of this Agreement shall not exceed TWO MILLION THREE THOUSAND FOUR HUNDRED EIGHTY-SIX DOLLARS (\$2,003,486) for the contract term.

8. **Monthly Reporting**

- a. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10<sup>th</sup>) working day of each month for the prior month. The invoice shall include a summary of services and changes for the month of service. In addition contractor shall provide back-up to the invoice. Such back-up shall be in the form of:
  - 1) County provided service reporting form(s) ("Service Reporting Form(s)") completed by Contractor according to the instructions accompanying the Service Reporting Form(s), or
  - 2) County approved form(s) which provide detailed description of services provided including but not limited to: client name, mental health ID#, service date, type of service provided (Ex: TBS, Intensive Day Treatment, etc.), and duration of service (hour/minute format).
- b. 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.

9. **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.

10. **County May Withhold Payment**

Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). Documentation shall be completed in compliance with the County Documentation Manual (as defined in Paragraph I.A of Exhibit A-1-1). 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 BHRS of the Health System.

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

12. Claims Certification and Program Integrity

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

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

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

Executed at \_\_\_\_\_ California, on \_\_\_\_\_, 20\_\_

Signed \_\_\_\_\_ Title \_\_\_\_\_

Agency \_\_\_\_\_”

- c. The certification shall attest to the following for each beneficiary with services included in the claim:
  - 1) An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
  - 2) The beneficiary was eligible to receive services described in Exhibit A-1-1 of this Agreement at the time the services were provided to the beneficiary.
  - 3) The services included in the claim were actually provided to the beneficiary.
  - 4) 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.
  - 5) A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.
  - 6) 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.
  - 7) 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 II, B, 10 of Exhibit A-1-1 relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Care 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.

13. Cost Report

- a Contractor shall submit to County a year-end cost report no later than ninety (90) days after the expiration date of this Agreement. This report 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.
  - b If the annual Cost Report provided to County reveals that total payments to Contractor exceed the total allowable costs for all of the services rendered by Contractor to eligible clients during the reporting period, a single payment in the amount of the difference shall be made to County by Contractor, unless otherwise authorized by the Director of Health or her designee.
- 14. Where discrepancies between costs and charges are found on the Cost Report to County, Contractor shall make a single payment to County when the total charges exceed the total actual costs for all of the services rendered to eligible patients during the reporting period. Likewise, a single payment shall be made to Contractor by County when the total actual costs exceed the total charges made for all of the services rendered to eligible patients during the reporting period and shall not exceed the total amount in paragraph 3 of this Agreement.
- 15. 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 the Contractor under this Agreement or any other agreement.
- 16. 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, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 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. With every invoice submitted by Contractor to County, 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 each such invoice. The County may withhold payment to Contractor for any and all services for which this required proof of third-party payments and/or denials of such payments is not provided. County may deduct from its payments to Contractor the amount of any such third-party payment. 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.
- ii. Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and in 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 with the first invoice of the Agreement for services provided to said clients.

b. 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 County may withhold payment to Contractor for any and all services pending notification or receipt of such third-party payments or denials of such payments. County may deduct - party payment. To the extent that County inadvertently makes from its payments to Contractor the amount of any such third payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement.

- 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 with the first invoice of the Agreement for services provided to say clients.



**EXHIBIT B-2-1  
BHRS – ALCOHOL AND OTHER DRUG SERVICES  
STAR VISTA  
FY 2012 – 2014**

In full consideration of the services provided by Contractor in Exhibit A-2-1, County shall pay Contractor based on the following fee schedule:

**I. ALCOHOL AND DRUG TREATMENT AND RECOVERY SERVICES**

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3. ("Payments") of this Agreement, County shall pay Contractor in the manner described below, except that any and all payments shall be subject to the conditions contained in this Agreement. Contractor shall receive monthly payments as outlined below, upon timely submission of reports as outlined in the AOD Provider Handbook.

- A. 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 on page 1 of this Agreement. Furthermore, of the total contract obligation, County shall not pay or be obligated to pay more than SIX MILLION EIGHT HUNDRED SEVENTY-THREE THOUSAND NINE HUNDRED FIFTY-FOUR DOLLARS (\$6,873,954).
- B. Fixed Rate Payments

For the term July 1, 2012 through June 30, 2013, Contractor shall be paid in twelve (12) monthly payments of SEVENTY-ONE THOUSAND SIXTY DOLLARS (\$71,060).

July 1, 2012 – June 30, 2013

Services	Funding Amount	Monthly Funding Amount	Rate	Units Of Service per FY	# clients to be served	Slots
NRC Insights Outpatient Treatment	\$147,086	\$12,257	\$45.50	3232	40	8
Insights County Funded OP	\$23,624	\$1,969	\$45.50	1075	11	3
Camp Glenwood	\$44,133	\$3,678	\$45.50	970	10	3
MHSA GIRLS Program	\$88,000	\$7,333	\$45.50	1934	6	2
MHSA GIRLS/COD	\$46,289	\$3,857	\$45.50	1017	4	1
Cal WORKS WEC	\$181,541	\$15,128	\$185.50	979	19	4
Sobering Station Adolescent	\$278,349	N/A	\$37.43	7436		

Outpatient	\$29,613	\$2,468	\$37.43	791		
MCE OP Match	\$292,430	\$24,370				
<b>TOTAL</b>	<b>\$1,131,065</b>	<b>\$71,060</b>				

For the term July 1, 2013 through December 31, 2013, Contractor shall be paid in twelve (12) monthly payments of SEVENTY-ONE THOUSAND SIXTY DOLLARS (\$71,060).

**July 1, 2013 – December 31, 2013**

Services	Funding Amount	Monthly Funding Amount	Rate	Units Of Service per FY	# clients to be served	Slots
NRC Insights Outpatient Treatment	\$147,086	\$12,257	\$45.50	3232	40	8
Insights County Funded OP	\$23,624	\$1,969	\$45.50	1075	11	3
Camp Glenwood	\$44,133	\$3,678	\$45.50	970	10	3
MHSA GIRLS Program	\$88,000	\$7,333	\$45.50	1934	6	2
MHSA GIRLS/COD	\$46,289	\$3,857	\$45.50	1017	4	1
Cal WORKS WEC	\$181,541	\$15,128	\$185.50	979	19	4
Sobering Station	\$278,349	N/A	\$37.43	7436		
Adolescent Outpatient	\$29,613	\$2,468	\$37.43	791		
MCE OP Match	\$292,430	\$24,370				
<b>TOTAL</b>	<b>\$565,532</b>	<b>\$71,060</b>				

**CalWORKs**

Any reduction to the CalWORKs Mental Health Substance Abuse Allocation will result in a reduction in the Contractor's funding maximum by the amount of the CalWORKs reduction. Any such funding reduction shall first be taken from the county funding.

1. Reporting Requirements and Outcomes Data Collection for Clients Funded by CalWORKs

Contractor shall collect the following information and report it on a monthly basis: the client's name, DOB, DAISY ID#, CalWORKs/CalWIN#, Medi-Cal/BIC# (if applicable), case worker name, admission date, discharge date, the number of visit days, staff hours including individuals and group visits, and the referring agency.

2. Contractor shall collect the following outcomes data on each client exiting treatment, and report on a quarterly basis:

- i. Employment status
- ii. Housing status
- iii. Status of current alcohol or other drug use.

The maximum fixed rate amount County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE MILLION SIX HUNDRED NINETY-SIX THOUSAND FIVE HUNDRED NINETY-SEVEN DOLLARS (\$1,696,597). Contractor shall be paid in thirty monthly payments of SEVENTY-ONE THOUSAND SIXTY DOLLARS (\$71,060).

**C. MCE Match and Federal Financial Participation**

**1. MCE Rates**

MCE service reimbursement requires unmatched local or state funding to match federal funds. This funding has been identified as "MCE County Match" within this Agreement. Federal reimbursement fifty percent (50%) is the current published Federal Financial Participation (FFP) percentage. Rates for FY 2012-13 shall be established subsequent to the Agreement and shall be communicated to Contractor through an administrative memorandum that will be an attachment to the Agreement.

**2. MCE Maximum**

MCE services described in Exhibit A-2-1, Section I.B.3 shall be funded by County match fifty percent (50%) and FFP fifty percent (50%). The fifty percent (50%) County match is included in the fixed rate payments. The FFP shall be paid on a fee-for-service format based upon monthly invoices provided by the Contractor.

The FFP maximum for the period July 1, 2012 through June 30, 2013, shall not exceed TWO HUNDRED NINETY-TWO THOUSAND FOUR HUNDRED THIRTY DOLLARS (\$292,430).

July 1, 2012 – June 30, 2013	
Service	Unit Rate
County Funded Match	\$292,430
Federal Financial Participation (FFP)	\$292,430
<b>TOTAL MCE SERVICE FUNDING</b>	<b>\$584,860</b>

The FFP maximum for the period July 1, 2013 through December 31, 2013, shall not exceed TWO HUNDRED NINETY-TWO THOUSAND FOUR HUNDRED THIRTY DOLLARS (\$292,430).

July 1, 2013 – December 31, 2013

Service	Unit Rate
County Funded Match	\$146,215
Federal Financial Participation (FFP)	\$146,215
<b>TOTAL MCE SERVICE FUNDING</b>	<b>\$292,430</b>

The maximum payment for MCE services, including both the County match and the FFP, shall not exceed EIGHT HUNDRED SEVENTY-SEVEN THOUSAND TWO HUNDRED NINETY DOLLARS (\$877,290).

**3. MCE Reporting and Reconciliation**

Contractor will provide quarterly reports using County approved service reporting form(s) completed by Contractor or by using County provided service reporting form(s). The reports shall include the following:

1. Total units of service
2. Services delivered

Contractor shall submit to County a year-end billing report no later than ninety (90) days after the end of each fiscal year (June 30<sup>th</sup>). This report will include a final determination of eligibility for MCE services and will be the basis for an annual reconciliation.

Reports and invoices shall be sent to:  
AOD Program Analyst  
400 Harbor Blvd, Building E  
Belmont, CA 94002

If the final reconciliation shows that an MCE payment was made for services for which eligibility was not in place, Contractor shall reimburse County the FFP portion of the MCE payment(s).

If the final reconciliation shows that services were provided to MCE eligible clients for which MCE payment was not made, County shall pay Contractor for services delivered at the MCE rate included herein. In any case, the maximum payment shall not exceed the Agreement maximum as established in Paragraph I.A. of this Exhibit B-2-1.

**4. Billing**

MCE services will be billed and reimbursed in accordance with the AOD Provider Handbook and the BHRS Documentation Handbook.

County funded MCE match is paid on a fixed rate basis and will be reconciled to the actual service billed on a quarterly basis. Federal Financial Participation (FFP) reimbursement rates are based on the established MCE rates. County funding is required to meet local FFP match requirements. In the event that Contractor fails to meet contractual obligations in MCE service delivery and billing, BHRS may suspend or withhold payment. In the event that Contractor exceeds billing target, an amendment will be required to identify funds for County match requirement and to increase FFP revenues. Service specific reimbursement rates for FY11/12 are pending approval of San Mateo County's Low Income Health Program application and, upon approval, shall be communicated to Contractor through an administrative memorandum that will serve as an amendment to the agreement.

#### 5. MCE Disallowances

County and Contractor agree that in the event that any MCE services provided by Contractor are disallowed for MCE reimbursement due to: 1) Contractor's failure to provide documentation adequate to support Contractor's services per the AOD Provider Handbook and the BHRS Documentation Manual; 2) Client being ineligible for MCE reimbursement; and/or 3) Contractor's failure to obtain prior authorization for MCE services from the BHRS Access Call Center; then subsequent MCE payments shall be reduced by the amount of the FFP paid for disallowed services, or Contractor shall reimburse the County.

Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County.

#### D. Variable Rate /Fee For Service

For the term July 1, 2012 through June 30, 2013, the County's total fiscal obligation for the aggregate amount allocated between all Contractors who provide the same or similar services shall not exceed FIVE HUNDRED SEVENTY-FIVE THOUSAND THREE HUNDRED EIGHTY-EIGHT DOLLARS (\$575,388)

July 1, 2012 through June 30, 2013

Funding Source	Service	Unit Rate
Drug Court and Cal-EMA Grant Funded Services*	Individual / Group Session	\$ 50.00 Per Staff Hour
	Day Treatment	\$120.00 Per Day
	Aftercare	\$ 40.00 Per Hour

	Drug Testing	\$ 30.00 Per Screen
Ryan White	Outpatient	\$ 50.00 Per SAH
	Day Treatment	\$ 120.00 Per Day
Achieve 180	Outpatient Tx	\$ 50.00 Per SAH
	Day Treatment	\$120.00 Per Day

\* Cal-EMA funding ends June 30, 2013.

For the term July 1, 2013 through December 31, 2013, the County's total fiscal obligation for the aggregate amount allocated between all Contactors who provide the same or similar services shall not exceed TWO HUNDRED THIRTY-FOUR THOUSAND THREE HUNDRED THIRTEEN DOLLARS (\$234,313).

July 1, 2013 – December 31, 2013

Funding Source	Service	Unit Rate
Drug Court and 11550 Funded Services	Individual / Group Session	\$ 50.00 Per Staff Hour
	Day Treatment	\$120.00 Per Day
	Aftercare	\$ 40.00 Per Hour
	Drug Testing	\$ 30.00 Per Screen
	Individual & Family Therapy	\$2.61 per minute
Ryan White	Outpatient	\$ 50.00 Per SAH
	Day Treatment	\$ 120.00 Per Day
Achieve 180	Outpatient Tx	\$ 50.00 Per SAH
	Day Treatment	\$120.00 Per Day

# 1. Drug Court and 11550 Funded Services

## a. Outpatient Treatment Services

- i. One (1) hour individual and/or group counseling session provided for CDCI/DCP funded outpatient alcohol and drug treatment and recovery services.
- ii. Day Treatment Services per individual for each visit day provided for CDCI/DCP funded alcohol and drug day treatment and recovery services.
- iii. Aftercare Treatment Services per individual for each one (1) hour group counseling session provided for CDCI/DCP funded aftercare alcohol and drug treatment and recovery services.

## b. Drug Testing

The rate will not exceed the actual cost of the drug screen, plus an administrative fee as specified in the Contractor's approved Drug Testing Plan.

2. Drug Court, 11550, Ryan White, and Achieve 180 Maximum

Drug Court, Cal-EMA, Ryan White, and Achieve 180 covered services shall not exceed an aggregated amount of THREE HUNDRED FIFTY-TWO THOUSAND SIX HUNDRED NINETY-EIGHT DOLLARS (\$352,698).

3. Criminal Justice Realignment (CJR)

a. CJR Clients with MCE Coverage

For all CJR clients who are also MCE beneficiaries, payment for services shall be through the MCE benefit. Designated CJR funding shall provide the required local match to draw down FFP funding. Reimbursement for services will be on a fee for service basis.

Rates for CJR clients with MCE coverage are described in paragraph I.C.1 of this Exhibit B-2-1.

b. CJR Clients without MCE Coverage

For individuals referred by the CJR who are non-MCE beneficiaries, reimbursement for services shall be on a fee for services. These services shall be reimbursed in full through designated CJR funds.

Rates for clients who are not eligible for MCE coverage are established in paragraph I.D. of this Exhibit B-2-1.

c. CJR Maximum

For the term July 1, 2012 through June 30, 2013 the County's total fiscal obligation for CJR services, including both the County match and the FFP for MCE services, and CJR funding for non-MCE covered services shall not exceed an aggregated amount of TWO HUNDRED SEVENTY-EIGHT THOUSAND EIGHT HUNDRED SEVENTY-SEVEN DOLLARS (\$278,877).

For the term July 1, 2013 through December 31, 2013 the County's total fiscal obligation for CJR services, including both the County match and the FFP for MCE services, and CJR funding for non-MCE covered services shall not exceed an aggregated amount of ONE HUNDRED THIRTY-NINE THOUSAND FOUR HUNDRED THIRTY-EIGHT DOLLARS (\$139,438).

The maximum payment for alcohol and drug treatment services and criminal justice realignment shall not exceed an aggregate amount of ONE MILLION TWO HUNDRED TWENTY-EIGHT THOUSAND SIXTEEN DOLLARS (\$1,228,016).

**E. Non-Reimbursable Services**

In accordance with the AOD Provider Handbook, DUI/DEJ services are a non-reimbursable service. DUI/DEJ administrative fees must be approved by the County Health System Chief.

**1. First Offender Programs**

Contractor shall remit monthly to the County Alcohol and Other Drug Services Administrator a eight percent (8%) administrative fee for 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. Deferred Entry of Judgment**

Contractor shall remit monthly to the County Alcohol and Other Drug Services Administrator 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 checks, and collections for drug testing for the DEJ program.

**F. In any event, the maximum amount County shall be obligated to pay for services rendered under Exhibit A-2-1 of this Agreement shall not exceed THREE MILLION THREE HUNDRED SIXTY-THREE THOUSAND TWO HUNDRED FIFTY-EIGHT DOLLARS (\$3,363,258) for the term of the Agreement.**

**G. Required Fiscal Documentation**

- 1. Contractor's annual budget, and line item narrative justification covering all contracted services under this Agreement is subject to review and approval by the San Mateo County AOD program liaison for each fiscal year.**
- 2. Contractor will comply with all fiscal and reporting requirements for funded services as specified in the AOD Provider Handbook.**



#### **H. Monthly Invoice and Reports**

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 – AOD Program Analyst  
400 Harbor Blvd., Bldg. E  
Belmont, CA 94002

The Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

In the event this Agreement is terminated prior to December 31, 2013, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.

- I. Modifications to the allocations in Paragraph A of this Exhibit B-2-1 may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
- J. 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.

County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations

for specific services may be reduced at the discretion of the Chief of the Health System or designee.

- K. 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, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any
- 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. Claims/Invoice 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. 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 \_\_\_\_\_"

EXHIBIT B-3-1  
HEALTH POLICY AND PLANNING (Org #55521)  
STARVISTA  
FY 2012-2014

In consideration of the services provided by Contractor in Exhibit A-3-1, County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3 ("Payment") of the agreement, County shall pay Contractor in the manner described below:

A. 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 on page 1 of this Agreement. Furthermore, of the total contract obligation, County shall not pay or be obligated to pay more than SIX MILLION EIGHT HUNDRED SEVENTY-THREE THOUSAND NINE HUNDRED FIFTY-FOUR DOLLARS (\$6,873,954).

B. YOUTH COMMISSION, ADULT ALLY DEVELOPMENT, SAN MATEO COUNTY YOUTH EVENT, AND EVALUATION

Contractor shall receive a maximum of TWO HUNDRED NINETYFIVE THOUSAND EIGHT HUNDRED EIGHTY-TWO DOLLARS (\$295,882) for services provided July 1, 2012 - June 30, 2014. Invoices shall be monthly, for actual expenses incurred. Contractor will be reimbursed for net cost of providing the herein described programs as outlined in Paragraph I.B. of Exhibit A-3-1.

**EXHIBIT B-4-1  
FAMILY HEALTH SERVICES DIVISION (Org #62810)  
STARVISTA  
FY 2012 - 2014**

In consideration of the services provided by Contractor in Exhibit A-4-1, County shall pay Contractor based on the following fee schedule:

**I. PAYMENTS**

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3 ("Payment") of the agreement, County shall pay Contractor in the manner described below:

- A. 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 on page 1 of this Agreement. Furthermore, of the total contract obligation, County shall not pay or be obligated to pay more than SIX MILLION EIGHT HUNDRED SEVENTY-THREE THOUSAND NINE HUNDRED FIFTY-FOUR DOLLARS (\$6,873,954).
- B. Total funding for services outlined in Exhibit A-4-1 shall not exceed ONE MILLION TWO HUNDRED ELEVEN THOUSAND THREE HUNDRED TWENTY EIGHT DOLLARS (\$1,211,328) for the term July 1, 2012 to June 30, 2014.
  1. Total funding for Targeted Case Management Services outlined in Exhibit A-4-1 section II.1.b shall not exceed ONE MILLION FORTY ONE THOUSAND SEVEN HUNDRED FORTY TWO DOLLARS (\$1,041,742) for the term July 1, 2012 to June 30, 2014.
  2. Total funding for Indirect Services outlined in Exhibit A-4-1 section II.1.c shall not exceed ONE HUNDRED SIXTY NINE THOUSAND FIVE HUNDRED EIGHTY SIX DOLLARS (\$169,586) for the term July 1, 2012 to June 30, 2014.
  3. Unless otherwise authorized by the Chief of the Health System or her authorized representative, the rate of payment by County to Contractor shall be one-twenty-fourth (1/24) of the amount specified in Exhibit B-4-1, or FIFTY THOUSAND FOUR HUNDRED SEVENTY TWO DOLLARS (\$50,472), payable at the end of each month beginning July 31, 2012. Payments shall be divided into two parts.
    - a. Part one shall be for Targeted Case Management (TCM) Services, representing one-twenty-fourth (1/24) of the amount specified in Exhibit B-4-1 paragraph 1, or FORTY THREE THOUSAND FOUR HUNDRED SIX DOLLARS (\$43,406).

- b. Part two shall be for Indirect Services, representing one-twenty-fourth (1/24) of the amount specified in Exhibit B-4-1 paragraph 2, or SEVEN THOUSAND SIXTY SIX DOLLARS (\$7,066).
- 4. Contractor shall submit all invoices for TCM Services and for Indirect Services for the nine community workers by the 15<sup>th</sup> of the month for services delivered in the previous month utilizing the invoice form provided by the County. The original of the invoice should be mailed to Accounting Department/Family Health Services, San Mateo County Health System, 2000 Alameda de las Pulgas, Suite 200, San Mateo, CA 94403. Upon County's receipt of Contractor's invoice, County will make good faith efforts to process the invoice in a timely manner.
- 5. Funding for services defined in Exhibit A-4-1 paragraph 2 is paid for with funding from Federal Financial Participation (FFP) Targeted Case Management (TCM) sources, which are claimed through the use of Certified Public Expenditure as defined by section 42 of the Code of Federal of Federal Regulations. Contractor may not use any of the funds received for these services to meet local matching obligations to claim FFP for any federal program.

**Attachment C**  
**Election of Third Party Billing Process**

San Mateo County Behavioral Health and Recovery Services is 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 San Mateo County Mental Health Services (SMCMHS) with a copy of the Explanation of Benefits provided by that insurance plan before billing SMCMHS for the remainder.

We \_\_\_\_\_ (agency name) elect option one.

\_\_\_\_\_  
Signature of authorized agent

\_\_\_\_\_  
Name of authorized agent

\_\_\_\_\_  
Telephone number

Option Two

Our agency will provide information to San Mateo County Mental Health Services (SMCMHS) so that SMCMHS 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 SMCMHS Billing Office with the completed "assignment" that indicates the client's permission for SMCMHS to bill their insurance.

We StarVista (agency name) elect option two.

Sara Larios Mitchell  
Signature of authorized agent

Sara Larios Mitchell  
Name of authorized agent

650-591-9623  
Telephone number

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

Doreen Avery, Business Systems Manager  
Mental Health Services  
225 37<sup>th</sup> Avenue  
San Mateo, CA 94403  
(650) 573-2284

## Attachment D - Payor Financial Form

<b>AGENCY NAME:</b>		
Client's Last Name/MH ID # (if known)	First Name M.I.	Alias or other names Used
Client Date of Birth	Undocumented? <input type="checkbox"/> Yes <input type="checkbox"/> No If no, Social Security Number (Required)	26.5 (AB3632) <input type="checkbox"/> Yes <input type="checkbox"/> No IEP (SELPA) start date _____
Does Client have Medi-Cal? <input type="checkbox"/> Yes <input type="checkbox"/> No Share of Cost? <input type="checkbox"/> Yes <input type="checkbox"/> No Client's Medi-Cal Number (BIC Number)? _____ Please attach copy of MEDS Screen If client is Full scope Meal, skip the remaining sections of this form and fax to MIS/Billing Unit – 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, give date: _____ <input type="checkbox"/> No 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 (effective 1/1/06) What is the Client's Medicare Number? _____		
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.		

## FINANCIAL ASSESSMENT – Annual UMDAP (Uniform Method of Determining Ability to Pay)

<b>Gross Monthly Income (include all in the Household)</b> A. Self .....\$ _____ B. Parents/Spouse/Domestic Partner .....\$ _____ C. Other .....\$ _____ Number of Persons Dependent on Income _____	<b>Allowable Expenses</b> A. Court Ordered Monthly Obligation \$ _____ B. Monthly Child Care Payments (Only if Necessary for Employment) \$ _____ C. Monthly Dependent Support Payments \$ _____ D. Monthly Medical Expense Payments \$ _____ E. Monthly Mandated Deductions for Retirement Plan (Do not include Social Security).....\$ _____ F. Housing Cost (Mortgage/Rent) \$ _____
<b>Asset Amount (List all liquid assets)</b> A. Savings.....\$ _____ B. Checking.....\$ _____ C. Stocks.....\$ _____	

3<sup>rd</sup> Party HEALTH INSURANCE INFORMATION

<b>Health Plan or Insurance Company (Not employer)</b> Name of Company _____ Street Address _____ City _____ State _____ Zip _____ Insurance Co. phone number _____	Policy Number _____ Group Number _____ Name of Insured Person _____ Relationship to Client _____ Social Security Number of Insured Person _____ (if other than client)
Does this Client have Healthy Families Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No If Yes, complete San Mateo County Mental Health SED form.	Does this Client have Healthy Kids Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No Does this Client have HealthWorx Insurance? <input type="checkbox"/> Yes <input type="checkbox"/> No

## CLIENT AUTHORIZATION –This section is not required for Full scope Medi-Cal Clients

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 pay the lesser amount. It is my responsibility to agree to provide verification of income, assets and expenses. If I do not, 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-Cal and/or my insurance plan, including any services provided under 26.5. I authorize payment of healthcare benefits to San Mateo County Mental Health.

\_\_\_\_\_  
Signature of Client or Authorized Person      Date      Reason if client is unable to sign

Client Refused to Sign Authorization: ☐ (Please check if applicable)      Date \_\_\_\_\_ Reason \_\_\_\_\_

Name of Interviewer \_\_\_\_\_ Phone Number \_\_\_\_\_ Best Time to Contact \_\_\_\_\_

**FAX COMPLETED COPY TO: MIS/BILLING UNIT (650)-573-2110**

ENTERED BY

San Mateo County Mental Health Services Use Only

CLIENT ACCOUNT #

DATA ENTRY DATE

**MEDI-CAL AND HEALTHY FAMILIES/HEALTHY KIDS/HEALTH WORKS ELIGIBILITY**

Below are instructions for accessing the State's MEDS (Medi-Cal Eligibility Determination System) to determine eligibility and clearing share of cost through the internet. If you do not have access to the internet, please call Bernadette Ortiz (phone: 650-573-2712) or Analiza Salise (phone: 650-573-2442) to verify eligibility.

**Instructions for Obtaining Medi-Cal Eligibility Using Internet**

- Double click on Internet Explorer
- Type in the address box: <https://www.medi-cal.ca.gov/eligibility>
- From the Login Center Transaction Services screen, enter  
    Userid: **usually 5 zeros followed by your provider number**
- Enter state assigned password – call Medi-Cal Provider Relations Phone Support @  
    1-800-541-5555
- Click on Submit or press enter
- From the Transaction Services screen, double click on Determine Patient's Eligibility
- From Perform Eligibility screen fill in the following fields:
  - Recipient ID – enter the client's Social Security # (without dashes)
  - Date of Birth – enter the client's DOB (mm/dd/yyyy)
  - Date of Card Issue – if unknown, enter today's date (mm/dd/yyyy)
  - Date of Service – enter the date on which the service is to be performed (mm/dd/yyyy)
  - Click on Submit or press enter

**Note:**

Click on Back - to return to Transaction Services screen

Clear – press this button to clear the fields in the form

Patient Recall – once any transaction has been performed on a client, pressing this button will fill in the common fields with all of the information from the last transaction. This is useful for using the same client on different transaction (such as an eligibility verification, then a Share of Cost) or for correcting data when a transaction has gone through with incorrect data.



### **Instructions for Clearing Medi-Cal Share of Cost Using Internet**

- Double click on Internet Explorer
- Type in the address box: <https://www.medi-cal.ca.gov/eligibility>
- From the Login Center Transaction Services screen, enter  
    **Userid: your provider number preceded by 5 zeros**
- Enter state assigned password - call Medi-Cal Provider Relations Phone Support @  
    1-800-541-5555
- Click on Submit or press enter
- From the Transaction Services screen, double click on Determine  
    Share of Cost
- From Perform SOC screen fill in the following fields:
  - Recipient ID – enter the client’s Social Security # (without dashes)
  - Date of Birth – enter the client’s DOB (mm/dd/yyyy)
  - Date of Card Issue – if unknown, and clearing service for the current month, enter today’s date. If you are clearing a retroactive service, you must have the BIC issue date. (mm/dd/yyyy)
  - Date of Service – enter service date for the “SOC Clearance.” (mm/dd/yyyy)
  - Procedure Code – enter the procedure code for which the SOC is being cleared. The procedure code is required. (90862, 90841, 90882, etc.)
  - Billed Amount – enter the amount in dollars and cents of the total bill for the procedure code. (ex. 100 dollars would be entered as 100.00). If you do not specify a decimal point, a decimal followed by two zeros will be added to the end of the amount entered.
  - Share of Cost Case Number – optional unless applying towards family member’s SOC case
  - Amount of Share of Cost – optional unless a SOC case number was entered
  - Click on Submit or press enter

**Note:**

Click on Back - to return to Transaction Services screen

Clear – press this button to clear the fields in the form

Patient Recall – once any transaction has been performed on a client, pressing this button will fill in the common fields with all of the information from the last transaction. This is useful for using the same client on different transaction (such as an eligibility verification, then a Share of Cost) or for correcting data when a transaction has gone through with incorrect data.

Select SOC Case – this item affects how the Patient Recall button (described above) functions. Simply select the circle above the SOC case number that you want the Patient Recall button to use when it fills out the form. Note that the SOC case numbers are only available if the previous transaction was an Eligibility transaction.

The “Last Used” choice contains the SOC Case number that was used if the previous transaction was a SOC transaction. This is also a default choice if none are selected.

ATTACHMENT E

**FINGERPRINTING CERTIFICATION**

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

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

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

StarVista  
Name of Contractor

Sara Mitchell  
Signature of Authorized Official

Sara Larie Mitchell  
Name (please print)

CEO  
Title (please print)

9/17/17  
Date

ATTACHMENT I

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

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

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

The Contractor(s): (Check a or b)

- ☐ a. Employs fewer than 15 persons. (or no employees)
- ☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Lillian Doherty

Name of 504 Person - Type or Print

StarVista

Name of Contractor(s) - Type or Print

610 Elm Street, Suite 212

Street Address or P.O. Box

San Carlos, CA 94070

City, State, Zip Code

I certify that the above information is complete and correct to the best of my knowledge.

SK Mitchell

Signature

CEO

Title of Authorized Official

6/17/13

Date

\*Exception: DHHS regulations state that:

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