

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND STARVISTA

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

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

1. Exhibits and Attachments

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

Exhibits A-1, A-3, A-4—Services
Exhibits B-1, B-3, B-4—Payments and rates
Attachment C—Election of Third Party Billing Process
Attachment D—Payor Financial Form
Attachment E—Finger Printing Certification
Attachment I—504 Compliance

2. Services to be performed by Contractor

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

3. Payments

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.
County reserves the right to withhold payment if County determines that the *quantity*
or quality of the work performed is unacceptable. In no event shall County's total
fiscal obligation under this Agreement exceed ONE MILLION NINE HUNDRED
THIRTY-FOUR THOUSAND THREE HUNDRED TWENTY-ONE DOLLARS
(\$1,934,321).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2014, through June 30, 2015.

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 County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

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

6. Relationship of Parties

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

7. Hold Harmless

7.1 General Hold Harmless. Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Contractor or its employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

7.2 Intellectual Property Indemnification.

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets ("IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non infringing but remain functionally equivalent.

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

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

8. Assignability and Subcontracting

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

9. Insurance

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Workers' Compensation and Employer's Liability Insurance.** Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, (a) that it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) that it will comply with such provisions before commencing the performance of work under this Agreement.
- (2) **Liability Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or by an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amount specified below.

Such insurance shall include:

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

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

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

10. Compliance With Laws

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

Further, Contractor certifies that Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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

11. Non-Discrimination and Other Requirements

- A. *General non-discrimination.* No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.
- B. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.
- C. *Section 504 of the Rehabilitation Act of 1973.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.
- D. *Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:
- ☒ Contractor complies with Chapter 2.84 by:
 - ☒ offering the same benefits to its employees with spouses and its employees with domestic partners.
 - ☐ offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
 - ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
 - ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

- E. *Discrimination Against Individuals with Disabilities.* The Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.
- F. *History of Discrimination.* Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:
- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
 - ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.
- G. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:
- i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation; and/or
 - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this Section and/or to set off all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such

notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

12. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that a contractor shall have and adhere to a written policy providing that its employees, to the extent they live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code."

13. Retention of Records, Right to Monitor and Audit

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

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

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

14. Merger Clause & Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated herein by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in

any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

15. Controlling Law and Venue

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

16. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: San Mateo County
Address: 225 37th Avenue, San Mateo, CA 94403
Telephone: 650-573-3926
Facsimile: 650-573-2841
Email: Psorbo@smcgov.org

In the case of Contractor, to:

Name/Title: Sara Larios Mitchell, PhD., MACP, CEO
Address: 610 Elm St, San Carlos, CA 94070
Telephone: 650-591-9623 x 112
Facsimile: 650-591-3768
Email: smitchell@star-vista.org

17. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may

revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☐ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☒ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

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: 7/31/14

EXHIBIT A-1 SERVICES
BHRS MENTAL HEALTH
STARVISTA
FY 2014 - 2015

In consideration of the payments set forth in Exhibit "B-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, 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 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), 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.C.4.a) and b) 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, 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 (1st) 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.

G. Early Childhood Mental Health Consultation (ECMHC)

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

StarVista ECMHC Consultants will partner with Pre To Three clinicians to offer support within the classroom, working with the teachers, clinicians and parents, with the goal of enhancing the providers understanding of the child and family, and developing effective and responsive ways to support and intervene with the child in a group care setting. Consultants are able to work with center-based and family childcare programs serving children birth through age 5.

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

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 (3rd) 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.

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/part1bull1.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 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 (18th) 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.

5. Early Childhood Mental Health Consultation (ECMHC)

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

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

Data shall be collected by Contractor.

EXHIBIT A-3
PUBLIC HEALTH POLICY AND PLANNING
STARVISTA
FY 2014-15

I. PROGRAM SERVICES

A. Youth Development Initiative

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 Institutes 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 maintain the adolescent needs and legislative committees as part of its working structure in order to advance adolescent health priorities each year. The committees will select priorities based on the 2014 Adolescent Report findings and list of recommendations. StarVista will work with the Health System to support the Youth Commission in developing a strategy for advocating for the prioritized policy recommendations, identify allies within local agencies and community based organizations to advance their agenda.

1. Recruit, train, and provide oversight for twenty-five (25) Youth Commission members to serve up to four one year terms. Specific effort will be made to recruit Youth Commission members who can serve more than one year and represent the geographic, ethnic, cultural, racial and socio-economic diversity of San Mateo County Youth. Local school staff will be engaged to identify and nominate qualified students from underrepresented groups to participate in the Youth Commission.
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 the summer prior to the school year and will be published broadly throughout the community. These public meetings will operate under the Robert's Rules of Order and bound by the Brown Act.
3. Youth Commissioners may choose to sit on 1) a board commission/ ad-hoc committee or, 2) an initiative oversight committee and/or, 3) a policy project group. The overall goal of the Youth Commission will be to place eighteen to twenty five (18-25) Youth Commission members on a board commission, ad-hoc committee or initiative oversight committee. This number may vary depending on the interests of the individual Youth Commissioners. If, the number is significantly less

EXHIBIT A-3
PUBLIC HEALTH POLICY AND PLANNING
STARVISTA
FY 2014-15

than eighteen (18), the Health System and StarVista will revisit the board/commission strategy.

4. All Youth Commissioners will be required to sit on one of the five (5) subcommittees. The committees are: Immigrant Youth, Legislative, Teen Stress and Happiness, Environmental Protection and Adolescent Needs. 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, San Mateo County Health System and other entities.
5. Health System staff will provide a training to all Youth Commissioners on the topic of public health policy and advocacy.
6. Adults involved in commissions, boards, councils, and/or initiatives with Youth Commission members will serve as mentors and work in partnership with the Youth Commissioners. 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. Special efforts will be made to support the leadership of youth commissioners from disadvantaged backgrounds in order to ensure their full participation in the commission and their ability to maximize the learning and development from the commission.
7. 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.
8. 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. The Youth Event will be held in a location accessible by public transit and at a time that is convenient for young people to attend. StarVista and other youth commission allies will pay particular attention to recruitment of youth from disadvantaged backgrounds to the event, and ensure youth leaders from such backgrounds play leadership

EXHIBIT A-3
PUBLIC HEALTH POLICY AND PLANNING
STARVISTA
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roles within the event. This will help participants see youth from disadvantaged backgrounds as role models.

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

1. Adult allies (mentors) to the Youth Commissioners 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. Efforts will be made to pair youth from disadvantaged backgrounds with strong adult allies with similar backgrounds in order to best support their development.
2. Staff will provide individual 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).

D. Evaluation

Contractor will work with HPP staff to develop and conduct an evaluation of the Youth Commission incorporating the measurable goals and objectives. 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 plan.

E. Reporting

1. The Youth Commission Program Coordinator and Health System staff will meet monthly in-person or by phone regarding progress made on executing the contract deliverables and to identify opportunities for the Health System to support and engage the Youth Commissions work.
2. The Youth Commission Program Coordinator will submit quarterly reports (3-5 pages) on or before the following dates: October 10, 2014, January 9, 2015, April 10, 2015 & July 10, 2015. Report templates will be provided by Health System staff.

EXHIBIT A-4
FAMILY HEALTH SERVICES
STARVISTA
FY 2014 - 2015

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.
- j. Contractor shall ensure all community workers receive biannual Health Insurance Portability and Accountability Act (HIPAA) training and will provide annual reports to the County of community worker compliance.

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 (3rd) 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"
BHRS – MENTAL HEALTH
STAR VISTA
FY 2014-2015

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

I. PAYMENTS

In full consideration of the services provided by Contractor 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 ONE MILLION NINE HUNDRED THIRTY FOUR THOUSAND THREE HUNDRED TWENTY-ONE DOLLARS (\$1,934,321).

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 TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000) for services provided under Exhibit A-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.

Service Type	2014-15
Assessment, per case	\$124.00
Code 90791	

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.

Service Type	2014-15
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	2014-15
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	2014-15
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 FIFTY THREE THOUSAND ONE HUNDRED SEVENTY DOLLARS (\$53,170) for services provided under Exhibit A-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 \$464.38

- 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:

Service Type	2014-15
Assessment, per case	\$127.72
Psych Testing Package	\$464.40
Individual Therapy, per session	\$90.64
Group therapy, per person, per session	\$29.87
Family Therapy per hour, all members	\$92.70
Clinical Consultation, tel. per 15 mins	\$12.36

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 TWO HUNDRED EIGHTY THOUSAND ONE HUNDRED SIXTY DOLLARS (\$280,160) for services provided under Exhibit A-1, Paragraph I.A.3. of this Agreement.

- a. **Mental Health Services**
For services as described in Paragraph I.C.d. a) of Exhibit A-1 County shall pay Contractor at a rate of ONE DOLLAR AND EIGHTY-NINE CENTS (\$1.89) per minute 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.C.d. b) of Exhibit A-1 County shall pay Contractor at a rate of FOUR DOLLARS (\$4.00) per minute 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.C.d. c) of Exhibit A-1 County shall pay Contractor at a rate of TWO DOLLARS AND EIGHT CENTS (\$2.08) per minute 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.D. of Exhibit A-1 County shall pay up to a maximum of ONE HUNDRED NINE THOUSAND TWO HUNDRED SEVENTY-THREE DOLLARS (\$109,273). Payments shall be made for actual costs, and shall be subject to the terms of Paragraph I.B.11. of this Exhibit B-1. Payment shall be monthly following invoice by Contractor in the amount of NINE THOUSAND ONE HUNDRED SIX DOLLARS (\$9,106).

5. Early Childhood Community Team

Contractor shall receive a maximum of THREE HUNDRED SEVENTY EIGHT THOUSAND FORTY-THREE DOLLARS (\$378,043) for the implementation of the "Early Childhood Community Team and the 4.33 FTE positions described in A-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-ONE THOUSAND FIVE HUNDRED FOUR DOLLARS (\$31,504)

6. Co-Chair of the Diversity and Equity Council

Contractor shall be paid a maximum obligation of TEN THOUSAND THREE HUNDRED DOLLARS (\$10,300) for services described in Exhibit A-1 Section I. Paragraph F of the Agreement.

7. Early Childhood Mental Health Consultation (ECMHC)

For the provision of Program services as described in Paragraph I.G of Exhibit A-1, county shall pay Contractor at a rate of ONE HUNDRED DOLLARS (\$100) per hour of service, not to exceed eight hundred sixteen (816) hours. In no event shall County pay or be obligated to pay Contractor more than the sum of EIGHTY ONE THOUSAND SIX HUNDRED DOLLARS (\$81,600) for these services.

8. In any event, the maximum amount County shall be obligated to pay for mental health services rendered under Exhibit A-1, of this Agreement shall not exceed ONE MILLION ONE HUNDRED SIXTY-TWO THOUSAND FIVE HUNDRED FORTY-SIX DOLLARS (\$1,162,546) for the contract term.

9. Monthly Reporting

a. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10th) 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.

10. 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.

11. 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). 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.

12. 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.

13. Claims Certification and Program Integrity

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

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

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

Executed at _____ California, on _____, 20__

Signed _____ Title _____

Agency _____"

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

14. 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.

15. 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.

16. 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.

17. 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.
18. 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.
19. 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-3
HEALTH POLICY AND PLANNING (Org #55521)
STARVISTA
FY 2014-2015

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

I. PAYMENTS

In full consideration of the services provided by Contractor 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 ONE MILLION NINE HUNDRED THIRTY FOUR THOUSAND THREE HUNDRED TWENTY-ONE DOLLARS (\$1,934,321).
- B. YOUTH COMMISSION, ADULT ALLY DEVELOPMENT, SAN MATEO COUNTY YOUTH EVENT, AND EVALUATION

Contractor shall receive a maximum of ONE HUNDRED FOURTY SEVEN THOUSAND NINE HUNDRED AND FORTY ONE DOLLARS (\$147,941) for services provided July 1, 2014 - June 30, 2015. Invoices shall be monthly, for actual expenses incurred. Contractor will be reimbursed for net cost of providing the herein described programs as outlined in Exhibit A. Any additional expenses will be incurred by the subject unless otherwise agreed upon in advance by the Contractor in writing.

EXHIBIT B-4
FAMILY HEALTH SERVICES DIVISION (Org #62810)
STARVISTA
FY 2014 - 2015

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

I. PAYMENTS

In full consideration of the services provided by Contractor 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 ONE MILLION NINE HUNDRED THIRTY FOUR THOUSAND THREE HUNDRED TWENTY-ONE DOLLARS (\$1,934,321).
- B. Total funding for services outlined in Exhibit A-4 shall not exceed SIX HUNDRED TWENTY-THREE THOUSAND EIGHT HUNDRED THIRTY-FOUR DOLLARS (\$623,834) for the term July 1, 2014 to June 30, 2015.
 - 1. Total funding for **Targeted Case Management** Services outlined in Exhibit A-4 section II.1.b shall not exceed FIVE HUNDRED THIRTY-SIX THOUSAND FOUR HUNDRED NINETY-SEVEN (\$536,497) for the term July 1, 2014 to June 30, 2015.
 - 2. Total funding for **Indirect Services** outlined in Exhibit A-4 section II.1.c shall not exceed EIGHTY-SEVEN THOUSAND THREE HUNDRED THIRTY-SEVEN DOLLARS (\$87,337) for the term July 1, 2014 to June 30, 2015.
 - 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-twelfth (1/12) of the amount specified in Exhibit B-4, or FIFTY-ONE THOUSAND NINE HUNDRED EIGHTY-SIX DOLLARS (\$51,986), payable at the end of each month beginning July 31, 2014. Payments shall be divided into two parts.
 - a. Part one shall be for Targeted Case Management (TCM) Services, representing one-twelfth (1/12) of the amount specified in Exhibit B-4 paragraph 1, or FORTY-FOUR THOUSAND SEVEN HUNDRED EIGHT DOLLARS (\$44,708).

- b. Part two shall be for Indirect Services, representing one-twelfth (1/12) of the amount specified in Exhibit B-4 paragraph 2, or SEVEN THOUSAND TWO HUNDRED SEVENTY-EIGHT DOLLARS (\$7,278).
- 4. Contractor shall submit all invoices for TCM Services and for Indirect Services for the nine community workers by the 15th 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 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

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

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

Option One

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

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

We StarVista (agency name) elect option two.

Sb Mitchell
Signature of authorized agent

Sara Laros Mitchell, CEO
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
Behavioral Health and Recovery Services
225 37th Avenue
San Mateo, CA 94403
(650) 573-2284

Payor Financial Form

AGENCY NAME:			
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 has Meal and no other 3 rd party coverage, 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)

To determine family's UMDAP liability, please list any other family members currently being seen by Mental Health:

Gross Monthly Income (include all in the Household) A. Self\$ _____ B. Parents/Spouse/Domestic Partner\$ _____ C. Other\$ _____ Number of Persons Dependent on Income _____ Asset Amount (List all liquid assets) A. Savings.....\$ _____ B. Checking.....\$ _____ C. Stocks.....\$ _____	Allowable Expenses 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) \$ _____
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3rd Party HEALTH INSURANCE INFORMATION

Health Plan or Insurance Company (Not employer) 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 and I 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 Medicare 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 _____
------------------	--	-----------------------

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 Larios Mitchell
Signature of Authorized Official

Sara Larios Mitchell
Name (please print)

Chief Executive Officer
Title (please print)

7/31/14
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.
- ☒ 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 St, 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.

SB Nutshell
Signature

Chief Executive Officer
Title of Authorized Official

7/31/14
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."