

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

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

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement for professional services on September 30, 2014 for a maximum obligation of \$1,934,321; and

WHEREAS, the parties wish to amend the Agreement to increase the maximum obligation by \$810,000 to a new maximum obligation of \$2,744,321 and extend the term of the agreement for Early Childhood Community Team Services to June 30, 2016, and all other services will remain in effect through June 30, 2015.

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

1. Section 3. Payments of the agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A-1-1," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B-1-1." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement \$2,744,321.

2. Exhibit A1 is hereby deleted and replaced with Exhibit A-1-1 attached hereto.
3. Exhibit B1 is hereby deleted and replaced with Exhibit B-1-1 attached hereto.
4. All other terms and conditions of the agreement dated September 30, 2014, between the County and Contractor shall remain in full force and effect.

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: 5/27/15

EXHIBIT A-1-1 SERVICES
BHRS MENTAL HEALTH
STARVISTA
FY 2014 - 2016

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

I. PROGRAM SERVICES

DESCRIPTION OF SERVICES

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

A. Mental Health Services (Authorized by the Mental Health Plan (MHP) (July 1, 2014 – June 30, 2015)

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:

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- 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 (July 1, 2014 – June 30, 2015)
- 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 (July 1, 2014 – June 30, 2015)
- a. San Mateo Child and Family Treatment Collaborative
Contractor, Edgewood Center for Children and Families ("Edgewood"), and the Department of Psychiatry at the University of California, San Francisco ("UCSF"), shall work together as the San Mateo Child and Family Treatment Collaborative (the "Collaborative") in the provision of Child and Family Treatment Collaborative Program services ("Program").

b. Collaborative Roles and Responsibilities

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

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

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

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

d. Program Services

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

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

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

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- 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 (July 1, 2014 – June 30, 2015)

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 (July 1, 2014 – June 30, 2015)

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. Additional Staffing for Measure A Funds (July 1, 2015 – June 30, 2016)

Daly City/South San Francisco

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

Coastside/South Coast

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

Redwood City (North Fair Oaks)

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

c. Direct Services

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

- i. Case Management Services (Community Outreach Worker)
 - 1) Home visits as needed
 - 2) Linkage and coordination to services

- 3) Liaison between client and service professionals
- 4) Monitoring of service delivery
- 5) Inter-Intra agency communication
- ii. Clinician Services
 - 1) Assessment
 - 2) Individual Therapy
 - 3) Group Therapy
 - 4) Collateral
 - 5) Family Therapy
 - 6) Phone Consultation
- d. Indirect Services

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

 - 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.
- e. Services should be linguistically and culturally competent and provided to a substantial degree by staff from the same ethnic groups as enrollees.
- f. The community outreach role includes networking within the community and community based services to identify young families with children between birth and three and connect them with necessary supports.
- g. Offer groups for families with young children, using the Touchpoints Program. The Touchpoints groups would include fathers as well as mothers and other caregivers.
- h. The team(s) will be connected to the countywide Fatherhood Collaborative expanding resources in support of fathers and other types of parenting curricula used with diverse populations.

- i. The licensed clinician will provide brief, focused services to families that are identified with a need by the community outreach worker, the early childhood mental health consultant or partners in the network of community services such as primary care providers. The clinician will screen for postpartum depression, facilitate appropriate service plans with primary care and/or mental health services, and provide individual and family therapy as indicated.
- j. The team will also work to improve the coordination among countywide agencies and local community based services in the selected community, building a local collaborative, to improve coordination.
- k. The community team will be using a combination of models, including models for mental health consultation in 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.
- l. The program will operate under policies and procedures that ensure:
 - i. Collaboration with all systems of care staff involved with the child/youth and family (e.g., Mental Health, Health Insurance, Child Welfare, Juvenile Justice, and/or Education).
 - ii. Coordination with client's primary care physician.
 - iii. There is support for parents when they have their own mental health or substance abuse needs. The program will facilitate access to services, interfacing with adult MH or AOD services when family members meet MH and/or AOD criteria or referring them to primary care or community resources.
- m. Program Services by Community Worker may consist of Case Management and Indirect Services. These services are described as follows:
 - i Case Management

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

ii Indirect Services

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

4. Population to be served

- a. The team will serve clients referred by BHRS and who are 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.

6. Measure A - Outcome Objectives (July 1, 2015 – June 30, 2016)

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

- a. 350 children aged 0-5 whose caregivers receive early childhood mental health consultation will receive improved community-based childcare, promoting enhanced well-being and functioning.

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- b. 90% of the 25 childcare providers receiving ECMH consultation services will report increased competency in their roles, enhanced skills in working with children and promoting their social emotional development, and improved abilities in identifying at-risk children to receive clinical interventions.
 - c. 80% of the 40 at-risk children referred to the ECMH Consultant for individual observation, family conferencing, and supportive services will demonstrate improved functioning and ability to participate successfully in the childcare setting.
 - d. 80% of the 20 families with children identified for ECMH case consultation will report improved understanding of their child's behavior and a strengthened relationship with the child.
 - e. A minimum of 85% of the children at risk for expulsion from their childcare sites will be retained.
 - f. 80% of the 15-20 children and families receiving CPP and/or other clinical services from the ECMH Clinician will demonstrate improved social emotional functioning and improvement in the parent-child relationship.
 - g. The network of local services for children 0-5 will report stronger understanding of the system of care and increased awareness of available resources as a result of quarterly meetings convened by ECCT Team. 50 families with children aged 0-3 will receive home visits and/or group services from either a Community Worker, or a Mental Health Clinician, or both. 90% of 50 families attending groups will report increased understanding of child development issues, and how to seek support when needed.
- F. Co-Chair of the Diversity and Equity Council (July 1, 2014 – June 30, 2015)
- 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) (July 1, 2014 – June 30, 2015)

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-1-1 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.

C. MEASURE A REPORTING

1. Contractor will report results for performance measures and budget on a semi-annual basis, at fiscal mid-year and fiscal year-end. The data collected for the semi-annual reports shall include (but not be limited to) the following:
 - a. Number of clients served
 - b. Client demographics-including address or zip code
 - c. Narrative describing program outcomes and status of performance toward goals.
 - d. Any other information as directed by BHRS Program Manager.

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 "B-1-1"
BHRS – MENTAL HEALTH
STAR VISTA
FY 2014-2016

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

I. PAYMENTS

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

A. The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3 on page 1 of this Agreement. Furthermore, of the total contract obligation, County shall not pay or be obligated to pay more than TWO MILLION SEVEN HUNDRED FORTY-FOUR THOUSAND THREE HUNDRED TWENTY-ONE DOLLARS (\$2,744,321).

B. BEHAVIORAL HEALTH AND RECOVERY SERVICES

1. Mental Health Services (Authorized by the MHP) (July 1, 2014 – June 30, 2015)

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-1-1, 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 Code 90834	\$88.00
Group Therapy, per person, per session Code 90853	\$29.00
Family Therapy, per hour; includes all members Code 90847	\$90.00
Collateral, per session Code 90887	\$59.00
Clinical Consultation, telephone/15 minutes Code X8255	\$12.00

- 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 Code A8125	\$135.00

- 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 Code T9561	\$450.88

2. Girls' Juvenile Court Program (July 1, 2014 – June 30, 2015)

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-1-1, 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 (July 1, 2014 – June 30, 2015)**

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-1-1, Paragraph I.A.3. of this Agreement.

a. Mental Health Services

For services as described in Paragraph I.C.d. a) of Exhibit A-1-1 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-1-1 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-1-1 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 (July 1, 2014 – June 30, 2015)

For personnel costs as described in Paragraph I.D. of Exhibit A-1-1 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-1-1. 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

Payment for the period (July 1, 2014 – June 30, 2015)

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-1-1, E, 3a." 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)

Payment for the period (July 1, 2015 – June 30, 2016)

Contractor shall receive a maximum of SIX HUNDRED SIXTY THOUSAND DOLLARS (\$660,000) FTE positions described in A-1-1, E, 3b. Unless otherwise authorized by the Chief of the Health System or designee, the rate of monthly payment by the County to the Contractor shall be one-twelfth (1/12) of the maximum amount per month, or FIFTY-FIVE THOUSAND DOLLARS (\$55,000)

6. Co-Chair of the Diversity and Equity Council (July 1, 2014 – June 30, 2015)

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

7. Early Childhood Mental Health Consultation (ECMHC) (July 1, 2014 – June 30, 2015)

For the provision of Program services as described in Paragraph I.G of Exhibit A-1-1, 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. Other Services

Other FY 2015-16 services pending final contract amendment up to ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000) at a rate of up to \$50,000 per month.

9. In any event, the maximum amount County shall be obligated to pay for mental health services rendered under Exhibit A-1-1, of this Agreement shall not exceed ONE MILLION NINE HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED FORTY-SIX DOLLARS (\$1,972,546) for the contract term.
10. 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.

11. 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.

12. County May Withhold Payment

Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). Documentation shall be completed in compliance with the County Documentation Manual

(as defined in Paragraph I.A of Exhibit A-1-1). The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of BHRS of the Health System.

13. 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.

14. Claims Certification and Program Integrity

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

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

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

Executed at _____ California, on _____, 20__

Signed _____ Title _____

Agency _____

- c. The certification shall attest to the following for each beneficiary with services included in the claim:
- 1) An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
 - 2) The beneficiary was eligible to receive services described in Exhibit A-1-1 of this Agreement at the time the services were provided to the beneficiary.
 - 3) The services included in the claim were actually provided to the beneficiary.
 - 4) Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
 - 5) A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.
 - 6) For each beneficiary with specialty mental health services included in the claim, all requirements for Contractor payment authorization for specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
 - 7) Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
- d. Except as provided in II, B, 10 of Exhibit A-1-1 relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Care Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk

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

15. 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.
16. 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.
17. 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.
18. 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.

19. 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.
20. 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.

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

S. Mitchell

Signature of Authorized Official

Sara Larios Mitchell, Ph.D., MACP

Name (please print)

Chief Executive Officer

Title (please print)

5/27/15

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

Star Vista
Name of Contractor(s) - Type or Print

610 Elm Street, Suite 212
Street Address or P.O. Box

San Carlos, CA 94070
City, State, Zip Code

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

[Signature]
Signature

Chief Executive Officer
Title of Authorized Official

5/27/15
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."