

# **AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND STARVISTA**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and STARVISTA, hereinafter called "Contractor."

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of performing the professional services hereinafter described for the Health System;

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

## **1. Exhibits and Attachments**

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

- Exhibit A-1, A-2, A-3, A-4—Services
- Exhibit B-1, B-2, B-3, B-4—Payments and Rates
- Attachment C—Election of Third Party Billing Process
- Attachment D—Payor Financial Form
- Attachment E—Fingerprint Certification
- Attachment I—§504 Compliance

## **Services to be performed by Contractor**

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

## **2. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement 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 FOUR MILLION ONE HUNDRED FORTY THOUSAND FIVE HUNDRED SIXTY-NINE DOLLARS (\$4,140,569). In the event that

the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

### **3. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2015 through June 30, 2016.

### **4. Termination; Availability of Funds**

This Agreement may be terminated by Contractor or by the Chief of the Health System or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. 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 prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the 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.

### **5. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract 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 contract materials if permitted by law.

### **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**

#### **a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

## **8. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it 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 without penalty or advance notice.

## **9. Insurance**

### **a. General Requirements**

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.

**b. 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, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- |  |             |
|--|-------------|
| <input checked="" type="checkbox"/> Comprehensive General Liability... | \$1,000,000 |
| (Applies to all agreements)  |             |
| <input type="checkbox"/> Motor Vehicle Liability Insurance...          | \$1,000,000 |
| (To be checked if motor vehicle used in performing services)           |             |
| <input checked="" type="checkbox"/> Professional Liability.....        | \$1,000,000 |
| (To be checked if Contractor is a licensed professional)               |             |

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 disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

## **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 individual with a disability 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 any services 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.
- ☐ Contractor complies with Chapter 2.84 by 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 nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**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. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 10, above. Such duty shall include reporting of the filing 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 or adjudication of allegations covered by this subsection 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 a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject 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 being considered for 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 offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

## **12. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 2, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.



### **13. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement 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 by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable 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 representative, 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 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; Venue**

The validity of this Agreement and of its terms, 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 or conflict 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: Paul Sorbo  
Address: 225 37<sup>th</sup> Ave, San Mateo, CA 94403  
Telephone: (650) 573-3926  
Facsimile: (650) 341-7389  
Email: PSorbo@smcgov.org

In the case of Contractor, to:

Name/Title: Sara Larios  
Address: 610 Elm St, San Carlos, CA 94070  
Telephone: (650) 591-9623 x112  
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.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

COUNTY OF SAN MATEO

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


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

ATTEST:

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

STARVISTA

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

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

*(April 1, 2015 CCC issued contract template version)*

EXHIBIT A-1 SERVICES  
BHRS MENTAL HEALTH  
STARVISTA  
FY 2015 - 2016

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.

1. 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.
2. 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.
3. Treatment programs include the following:
  - a. Family Treatment
  - b. Attention Deficit Hyperactivity Disorder (ADHD)

- c. Anger Management
  - d. 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)
4. Services shall include the following:
- a. Assessment Services
  - b. Treatment Services:
    - i. Brief individual, family, and group therapy
    - ii. Collateral services, including contact with family and other service providers
    - iii. Psychological Screening/Testing Services
5. 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' Program

1. Medication Support Services

- a. Contractor shall provide Medication Support Services by a licensed psychiatrist for each client pre-authorized for Medication Support Services by the Deputy Director or designee and to the extent medically necessary.
- b. Medication Support Services include:
  - i. Prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals, necessary to alleviate the symptoms of mental illness;
  - ii. Evaluation of the need for medication, prescribing and/or dispensing;
  - iii. Evaluation of clinical effectiveness and side effects of medication;
  - iv. Obtaining informed consent for medication(s); and
  - v. Medication education (including discussing risks, benefits and alternatives with the consumer or significant support persons).
- c. The monthly invoice for Medication Support Services must be supported by clinical documentation to be considered for payment. Medication Support Services are reimbursed by minutes of service.



- d. Medication Support Services are not reimbursable on days when Crisis Residential Treatment Services, Inpatient Services, or Psychiatric Health Facility Services are reimbursed, except for the day of admission to those services.

## 2. Mental Health Services

- a. Contractor shall provide Mental Health Services for each client pre-authorized for Mental Health Services by the BHRS Deputy Director or designee, and to the extent medically necessary.
- b. The monthly invoice for Mental Health Services must be supported by clinical documentation to be considered for payment. Mental Health Services are reimbursed by minutes of service.
- c. Mental Health Services include:
  - i. Individual Therapy: Individual Therapy are those therapeutic interventions consistent with the client's goals that focus primarily on symptom reduction as a means to improve functional impairments. Individual Therapy is usually delivered to an individual but may include family or significant support persons when the individual is present, but the focus of work is on the client and not on the family system.
  - ii. Group Therapy: Group Therapy are those therapeutic interventions for more than one client that focuses primarily on symptom reduction as a means to improve functional impairments. It may include group family therapy when families of two or more clients are present, and the client is not present.
  - iii. Collateral Services: Collateral Services consists of contact with one or more family members and/or significant support persons (when the client is not present) which may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the client's condition and involving them in service planning and implementation of service plan(s).

- iv. Family Therapy: Family Therapy consists of contact with the client and one or more family members and/or significant support persons. Services shall focus on the care and management of the client's mental health conditions within the family system.
- v. Rehabilitation Services: Rehabilitative Services may include any or all of the following: Assistance in improving, restoring or maintaining a client's functional skills, daily living skills, social skills, leisure skills, grooming and personal hygiene skills, medication compliance, and access to support resources.
- vi. Plan Development: Plan Development may consist of the following:
  - a) When staff develop Client Plans (as such term is described in Paragraph I.A.7 of this Exhibit A), approve Client Plans, and/or monitor a client's progress. Such activities may take place with the client to develop a Client Plan or discuss the overall or program goals, with a client or family member and/or significant support persons to obtain signatures on the Client Plan, and, if needed, have the Client Plan reviewed and signed by a licensed/waivered/registered clinician.
  - b) When staff meet to discuss the client's clinical response to the Client Plan or to consider alternative interventions.
  - c) When staff communicates with other professionals to elicit and evaluate their impressions (e.g. probation officer, teachers, social workers) of the client's clinical progress toward achieving their Client Plan goals, their response to interventions, or improving or maintaining client's functioning.
- vii. Assessment: consists of the initial assessment required by to assess a client for mental health treatment:
  - a) Additional assessments approved by Program Director as needed to maintain appropriate mental health treatment.

### 3. Case Management

- a. The monthly invoice for Case Management must be supported by clinical documentation to be considered for payment. Mental Health Services are reimbursed by minutes of service.

- b. Case Management Services are activities that are provided by Contractor's staff to access medical, educational, social, prevocational, vocational, rehabilitative, or other needed services for eligible clients. Services may include the following:
  - i. Linkage and Coordination - the identification and pursuit of resources including, but not limited to, the following:
    - a) Inter- and intra-agency communication, coordination, and referral, including reports to CPS;
    - b) Monitoring service delivery to ensure an individual's access to service and the service delivery system; and
    - c) Linkage, brokerage services focused on transportation, housing, or finances.
  - 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:
    - a) Locating and securing an appropriate living environment,
    - b) Locating and securing funding,
    - c) Pre-placement visit(s),
    - d) Negotiation of housing or placement contracts,
    - e) Placement and placement follow-up, and
    - f) Accessing services necessary to secure placement

C. 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.

D. 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.

E. 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.

F. 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.

f.

## II ADMINISTRATIVE REQUIREMENTS

### A. ALL PROGRAMS

#### 1. Survey Administration

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

#### 2. Cultural Competency

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

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

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

#### 3. Ineligible Employees

##### a. Licensed Professional

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

b. All Employees

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

B. MENTAL HEALTH REQUIREMENTS

1. Developmental Assets

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

2. Licensing Reports

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

3. Medi-Cal Certification

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

4. Advance Directives

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

5. Beneficiary Rights

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

6. Physician Incentive Plans

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

7. Availability and Accessibility of Service



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

8. Compliance Plan and Code of Conduct

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

9. Beneficiary Brochure and Provider Lists

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

10. Record Retention

Paragraph 13 of the Agreement and Paragraph I.B.12.d. of Exhibit B-1 notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18<sup>th</sup>) birthday, or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

11. Fingerprinting Certification

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

### III. GOALS AND OBJECTIVES

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

#### A. ALL PROGRAMS

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

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

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

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

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

#### B. MENTAL HEALTH SERVICES

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

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

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

Data shall be collected by Contractor

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

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

2. Girls' Program

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

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

Data shall be collected by Contractor.

3. Early Childhood Community Team

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

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

4. Early Childhood Mental Health Consultation (ECMHC)

Goal 1: Consultants will enhance providers understanding of the child and family, and 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-2 – SERVICES  
ALCOHOL AND OTHER DRUG SERVICES  
STARVISTA  
FY 2015 – 2016

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

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

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

In providing its services and operations, Contractor shall maintain compliance with requirements listed in the Alcohol and Other Drug (AOD) Provider Handbook including additions and revisions, incorporated by reference herein. Reimbursement is contingent upon client eligibility, compliance with referral and authorization procedures, and documentation requirements as outlined in the AOD Provider Handbook located at: <http://smchealth.org/bhrs/aod/handbook>.

A. Substance Use Disorder Treatment Services

Contractor shall provide substance use disorder (SUD) treatment and recovery services, with structure and supervision, to further a participant's ability to improve his/her level of functioning. Any program providing services to San Mateo County residents shall be certified and/or licensed by Department of Health Care Services (DHCS) Licensing and Certification Division.

1. Non-Drug Medi-Cal Treatment SUD Service Description

a. Outpatient Treatment

Outpatient services consist of intake, assessment, recovery or treatment planning, psycho-education, process and support groups, individual counseling, case management, continuing care plans, aftercare, and ancillary services. Contractor is required to provide a minimum of two (2) group counseling sessions per thirty (30) day period. Individual counseling shall be provided, at a minimum of thirty (30) minutes bi-weekly per client, or one (1) hour per month.

Adolescent Services



Outpatient treatment services for adolescents shall comply with the Youth Treatment Guidelines set forth by the DHCS located at:

[http://www.dhcs.ca.gov/individuals/Documents/Youth\\_Treatment\\_Guidelines.pdf](http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf)

b. Intensive Outpatient Treatment

An outpatient AOD service that is provided to clients at least three (3) hours per day and at least three (3) days per week, for a minimum of nine (9) direct service hours per week.

c. Ancillary Therapy Services

Ancillary therapy services do not directly refer to substance abuse treatment. Services shall include the following:

- i. Ancillary therapy, including individual, group, and/or conjoint family counseling/therapy.
- ii. The ancillary therapy services shall be provided by Licensed Marriage Family Therapist (LMFT), Licensed Clinical Social Worker (LCSW), Psychologist, or other Licensed Professional of the Healing Arts (LPHA). Any counseling services provided by non-licensed staff shall be under the supervision of a licensed professional and meet the guidelines required by state licensing.
- iii. Contractor shall provide monthly updates regarding the participants' participation to the Case Manager and/or Treatment Team with appropriate signed consents.

d. Urinalysis Testing

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

Contractor shall provide monthly updates regarding the clients' participation to the Case Manager and/or Realignment, Unified Reentry or Drug Court Team, as requested and with appropriate client consent.

2. Drug MediCal Treatment SUD Service Description

Contractor shall maintain continuous availability and access to covered services and facilities. Staffing structure shall ensure personnel are available to provide the covered services. Contractor

shall establish partnerships for the provision of referral to treatment services when capacity is not available.

Drug MediCal (DMC) rates are contingent upon legislative action and approval of the annual State Budget. All claims must be documented in accordance with DMC rules, guidelines, timelines, and provided by staff that are lawfully authorized to provide, prescribe and/or order these services within the scope of their practice or licensure. Covered services, provided through DMC certified and enrolled programs, shall be provided to beneficiaries without regard to the beneficiaries' county of residence.

DMC certified substance abuse clinics shall be limited to the following modalities of treatment services as described in Title 22, California Code of Regulations (CCR), Title 22, Sections 51341.1, 51490.1, 51516.1 and the standards applicable to substance abuse treatment reimbursable through DMC. In the event of a conflict between the definition of services or requirements contained in this Section of the Contract, and the provisions in Title 22 shall prevail if they are more stringent.

Effective January 1, 2015, group size requirements under the DMC program have changed. All group counseling services shall be conducted with no less than two (2) and no more than twelve (12) clients at the same time, only one (1) of whom needs to be a Medi-Cal beneficiary.

a. Outpatient Drug Free Treatment

Outpatient service shall be directed at stabilizing and rehabilitating beneficiaries with a SUD diagnoses. Services include individual counseling and group counseling. Each beneficiary shall receive at a minimum of two (2) group counseling sessions per month unless medically indicated otherwise.

i. Individual counseling is limited to intake, crisis intervention, collateral services and discharge planning, for a minimum of fifty (50) minutes in duration.

b. Intensive Outpatient Treatment

Outpatient counseling and rehabilitation services shall be provided at least three (3) hours per day, three (3) days per week to beneficiaries with a SUD diagnoses.

3. Other Program Specifications

- a. Criminal Justice Program  
SUD treatment shall be provided to eligible offenders based on treatment need with available funding resources. A full continuum of SUD treatment services are available to Criminal Justice Realignment (CJR) clients based on assessed treatment need.
  - i. Realignment  
Contractor shall provide authorized services to individuals meeting the CJR eligibility criteria as determined by AB 109 and AB 117, and referred by the CJR program.
  - ii. Unified Reentry  
Contractor shall provide authorized services to individuals meeting the Unified Reentry eligibility criteria as determined by the Service Connect Team.
  - iii. Drug Court.  
Contractor shall provide authorized services to individuals meeting the Drug Court eligibility criteria as determined by the Drug Court Team.

4. Treatment Planning and Documentation

Documentation of client services and treatment progress shall be maintained in the client record. Providers shall adhere to documentation requirements for services provided as described in the AOD Provider Handbook. Records shall be maintained in accordance with requirements listed in Exhibit A-2 III.F.5. of this agreement.

B. Non-Reimbursable Services

- 1. Driving Under The Influence  
In accordance with the AOD Provider Handbook, Contractor will provide the Driving Under the Influence (DUI) program services to clients who have been referred by the Department of Motor Vehicles, Probation, and the Superior Courts.
- 2. Deferred Entry of Judgment  
In accordance with the AOD Provider Handbook, Contractor will provide the Deferred Entry of Judgment (DEJ) to clients who have been referred by the Probation Department.

II. PRIORITY POPULATIONS

- A. Through the Substance Abuse Prevention and Treatment (SAPT) Block Grant, BHRS is required to serve priority population clients. Contractor

shall establish partnerships for the provision of referral to interim or treatment services when capacity is not available, as described in the AOD Provider Handbook. Contractor shall give priority admission to the following populations:

1. Pregnant females who use drugs by injection;
  2. Pregnant females who use substances;
  3. Other persons who use drugs by injection;
  4. As Funding is Available – all other clients with a SUD, regardless of gender or route of use, without insurance or for whom coverage is terminated for short periods of time;
- B. San Mateo County residents who are referred by San Mateo County BHRS;
- C. Referrals from other San Mateo County BHRS providers and Shelter referrals within San Mateo County.
- D. Medically necessary care for Medi-Cal beneficiaries.

### III. ADMINISTRATIVE REQUIREMENTS

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Provider Handbook, including additions and revisions, which is incorporated by reference herein.

- A. SUD Services under the Affordable Care Act
1. To maximize revenues and increase access to SUD treatment services, Contractor shall make every reasonable effort including the establishment of systems for eligibility determination, billing and collection, to secure payment in accordance with BHRS AOD Policy 14-04, including:
    - a. Screen all potential clients for health coverage;
    - b. DMC certified providers shall verify health coverage for all individuals seeking services. Coverage may be verified on the <https://www.medi-cal.ca.gov/Eligibility/Login.asp>.
    - c. Collect reimbursement costs for services provided to persons entitled to insurance benefits, by a State compensated program, other public assistance program for medical expenses, grant program, private health insurance, or any other benefited program. Secure from clients or

patients payment for services in accordance with their ability to pay.

- d. Contractor will obtain prior authorization from the BHRS Call Center, for clients with private health insurance.

2. Uninsured Residents seeking SUD Services

- a. Contractor may provide and bill County for Negotiated Rate Contract (NRC) funds to provide needed SUD services to low income residents who are uninsured using an approved sliding scale fee. Contractor shall make a good faith effort to facilitate client enrollment into health coverage, if client meets eligibility criteria for coverage.
- b. Once health coverage is obtained by the client, Contractor shall:
  - i. Medi-Cal Beneficiaries: provide and bill DMC for client services provided to Medi-Cal beneficiaries or transition client to DMC certified provider within thirty (30) days of coverage; or
  - ii. Other Health Care Beneficiaries: provide and bill Other Health Care (OHC) provider for service, or transition client to OHC provider within thirty (30) days of coverage.

3. Medicare beneficiaries seeking SUD Service

Contractor may bill NRC or County to provide medically necessary SUD services for Medicare beneficiaries using an approved sliding fee scale. Contractor shall submit a good faith bill for any services using the process described below if beneficiary also has OHC.

4. Medi-Cal Beneficiaries Seeking SUD Services

- a. Contractor shall bill DMC for services provided to Medi-Cal beneficiaries, if providing a service covered by DMC.
- b. If client has OHC in addition to Medi-Cal, Contractor must follow the process established under DHCS ADP Bulletin 11-01  
[http://www.dhcs.ca.gov/services/MH/MHSUD/Documents/ADP\\_Bulletins/ADP\\_11-01.pdf](http://www.dhcs.ca.gov/services/MH/MHSUD/Documents/ADP_Bulletins/ADP_11-01.pdf) including future DHCS process updates for DMC claims for clients with OHC.

- c. Contractor may provide services to Medi-Cal beneficiaries and bill County or NRC for services when the following certification and program requirements have been met:
  - i. Contractor has submitted DMC application for this service and facility, and certification is pending DHCS approval. The client cannot be referred to a DMC certified program and facility that is conveniently located for the client.
  - ii. Contractor provides a medically necessary SUD service to a beneficiary which is not covered under the Centers for Medicare and Medicaid Services (CMS) California State Plan for Drug Medi-Cal services.

#### 5. Drug Medi-Cal Certification

Contractor shall become a DMC certified provider with DHCS. If the following conditions are met, Contractor may use County or NRC funding to provide services to Medi-Cal beneficiaries until DMC certification is obtained.

- a. DMC Certification Application: Contractor has submitted the DMC certification application to DHCS prior to July 1, 2015, and is awaiting notification from DHCS of certification. Once Contractor obtains DMC certification, all Medi-Cal beneficiary services shall be billed to the DMC program for reimbursement.
- b. Once DMC certified and eligible, program and client requirements are:
  - i. The beneficiary has a medically necessary need for service, and the
    - 1) medically necessary service is not covered by DMC.
    - 2) contractor provides services to meet a unique client need which cannot be met by a DMC provider, such as language, or accessibility.
- c. Contractor ineligibility for DMC certification shall only be considered for one of the following reasons:
  - i. Zoning restrictions, and/or
  - ii. IMD exclusion, and/or
  - iii. Services are not a contracted benefit with CMS.

#### B. OHC Beneficiaries Seeking SUD Services

Services that are covered through an OHC will not be reimbursed through the County. Contractor shall bill the OHC for which the client is a beneficiary. If the Contractor is not a member of the provider network for an OHC, Contractor shall then refer client to the OHC network. More about information regarding OHC covered and non-covered services can be found in the AOD Provider Handbook.

1. Contractor may provide the services and bill County or NRC sources, for individuals with OHC if the following conditions have been met:
  - a. Obtain authorization for services in advance from the BHRS Call Center
  - b. Contractor must follow established BHRS policies and procedures to receive County or NRC payment for services provided to OHC beneficiaries.

C. System-Wide Improvements

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

1. Community Service Areas
  - a. BHRS has designed a service delivery system to improve quality and access of services to clients. These services are divided in to six (6) geographic Community Service Areas.
  - b. Contractor will participate in activities to improve the partnership and service delivery within the CSA location. Contractor shall report on participation in CSA activities and accomplishments through the quarterly narrative.

2. Standards of Care

In providing its services and operations, Contractor shall maintain full compliance with SOC requirements (as referenced in the Provider Handbook), and continue to evaluate compliance and the quality of each standard.

3. Complex Clients and Co-occurring Disorders

- a. Contractor shall participate in co-occurring disorders (COD) Change Agent activities to incorporate the changes necessary to maintain and enhance COD capability.
- b. Contractor shall establish a COD work plan to assess and address the needs of complex clients. This COD work plan may be a part of the Contractor's quality improvement program, Standards of Care plan, or it may be a separate process.
- c. Contractor shall report quarterly to the assigned BHRS AOD Analyst on the progress and outcomes of the COD work plan.
- d. Contractors receiving Mental Health Services Act funding to treat clients with COD shall comply with additional reporting requirements as outlined in the AOD Provider Handbook.

D. Qualified Service Organization

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

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

E. AVATAR Electronic Health Record

1. Contractor shall enter client data into Avatar for services provided that includes: date of service, service type, service units and service duration.
2. Contractor shall maintain compliance with all documentation, reporting, billing and all other data requirements as required in the BHRS and AOD Provider Handbook, including additions and revisions.



3. Contractor shall enter client wait list data into Avatar. This information will be used to determine unmet treatment needs and wait times to enter treatment.
4. Contractor will participate in Avatar trainings and Avatar User Group (AUG) meetings to ensure data quality and integrity, and to provide input into system improvements to enhance the system.

F. Quality Management and Compliance

1. Quality Management Program and Quality Improvement Plan

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

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

2. Client Feedback

Contractor will solicit feedback from service recipients on an annual basis, at minimum. Client feedback process may include, but is not

limited to: focus groups and client satisfaction surveys. Consideration of client feedback will be incorporated into future QI plans.

3. Referring Individuals to Psychiatrist

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

4. Medication Support Services

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

- a. Medications are logged in, verified, counted and added to inventory sheets.
- b. All medications obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.
- c. Medications intended for external use only are stored separately from medications intended for internal use; food and blood samples are stored in separate refrigerators.
- d. All medications are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.
- e. Medications are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.
- f. Medications are disposed of after the expiration date and recorded.
- g. Injectable multi-dose vials are dated and initialed when opened.

- h. A medications log is maintained to ensure that expired, contaminated, deteriorated and abandoned medications are disposed in a manner consistent with state and federal laws.
- i. “Stock” medications that are not prescribed by the client’s physician may not be used (for example, Tylenol).

5. Record Retention

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

6. Documentation of Services

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

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

7. Audits

Behavioral Health and Recovery Services QM will conduct regular chart audits of Contractors. Contractor is required to provide either the original or copies of charts, including all documentation upon

request. The Department of Health Care Services and other regulatory agencies conduct regular audits of the clinical services provided by BHRS and Contractors requiring submission of charts as requested. Contractor is required to provide all necessary documentation for external audits and reviews within the stated timeline.

8. Client Rights and Satisfaction Surveys

a. Clients Rights

Contractor will comply with County policies and procedures relating to beneficiary/patient's rights and responsibilities as referenced in the agreement Section 10. Compliance with laws; payment of Permits/Licenses.

b. Administering Satisfaction Surveys

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

c. Beneficiary/Patient's Rights

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

d. Advance Directives

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

9. Beneficiary Brochure and Provider Lists

Contractor must provide Medi-Cal beneficiaries new to BHRS with a beneficiary brochure at the time of their first mental health service from the Contractor. Contractors are required to be aware of and make available to BHRS Medi-Cal clients all mandatory postings listed at this website <http://www.smchealth.org/bhrs/providers/mandpost>.

10. Certification and Licensing

A program providing SUD treatment services to San Mateo County residents must be certified and/or licensed by DHCS Licensing and

Certification Division. Contractor shall maintain all applicable certifications through San Mateo County and/or DHCS to provide any of the following reimbursable services: Substance Abuse and Treatment Services, and Drug Medi-Cal.

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

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

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

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

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

d. Confidentiality Training

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

12. Site Certification

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

13. Critical Incident Reporting

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

The incident reports are confidential however discussion may occur with the Contractor regarding future prevention efforts to reduce the

likelihood of recurrence. Contractor is required to participate in all activities related to the resolution of critical incidents.

14. Ineligible Employees

BHRS requires that Contractors identify the eligibility status to bill for Medi-Cal services of ALL employees, interns or volunteers prior to hiring and on an annual basis thereafter. These records should be maintained in the employee files. This process is meant to ensure that any person involved with delivering services to clients of BHRS or involved in Medi-Cal billing or oversight are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below.

The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting form, Policy #93-11 and faxing to 650-525-1762) should a current employee, intern or volunteer be identified as ineligible to bill Medi-Cal services. Contractors are required to screen for ineligible employees, interns and volunteers by using the following websites:

a. Office of Inspector General

Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this Agreement. Any employee(s) of Contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County of San Mateo 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: <http://exclusions.oig.hhs.gov/>.

b. California Department of Health Care Services

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

be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: <http://files.medi-cal.ca.gov/pubsdoco/SandILanding.asp>. Once there, scroll down to the bottom of the page and click on Medi-Cal Suspended and Ineligible Provider List (Excel format). The list is in Alphabetical order. Search by the individual's last name.

15. Compliance Plan and Code of Conduct

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

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

16. Fingerprint Compliance

At County's sole discretion, Contractor certifies that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing services under this Agreement, have contact with children or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children or individuals with whom Contractor's employees and/or its subcontractors, assignees, or volunteers have contact. If said employees and/or subcontractors, assignees, and volunteers have such a criminal history, they shall not have contact with children or others who receive services through this Agreement. Fingerprint information received from the Department of Justice (DOJ) shall be retained or disposed of pursuant to DOJ directive. A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

17. Credentialing



Contractor is responsible for implementing a process to verify, at time of employment, and ongoing, (at the clinician's license or registration renewal time) the credentials of its clinical staff at <https://www.breeze.ca.gov/datamart/loginCADCA.do> Contractor will obtain a waiver when needed from BHRS Quality Management. All clinical personnel must comply with HIPAA regulations to obtain a National Provider Identifier (NPI) number. The license and NPI information shall be reported to the County through the completion of a County provided credentialing form located at <http://www.smchealth.org/AvatarAccess> and submitted to BHRS. Contractor is requirement to track expiration dates and verify all licenses and credentials are current and in good standing at all times. Contractor is required to keep proof of verification of credentials for each staff person. BHRS Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRS Quality Management if an employee's license is not current or is not in good standing and must submit plan to correct to address the matter.

18. Staff Termination

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

19. Minimum Staffing Requirements

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

G. Cultural Competency

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

(HEIM) at 650-573-2714 or [jafrica@smcgov.org](mailto:jafrica@smcgov.org).

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

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

- a. Implementation of policies and practices that are related to promoting diversity and cultural competence, such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance.
  - b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
  - c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation in health records to improve service provision and help in planning and implementing CLAS standards.
  - d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner.)
  - e. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.
2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council (CCC) for the term of the Agreement. Participation in the CCC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS Office of Diversity and Equity (ODE) by March 31<sup>st</sup>, a list of staff who have

participated in these efforts. For more information about the CCC, and other cultural competence efforts within BHRS, contact HEIM.

3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If Contractor is unable to provide services in those languages, Contractor is expected to contact Access Call Center or their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact HEIM.
4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31<sup>st</sup>, copies of Contractor's health-related materials in English and as translated.
5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager and HEIM ([jafrica@smcgov.org](mailto:jafrica@smcgov.org)) to plan for appropriate technical assistance.

#### H. Surety Bond

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

#### I. 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.

#### J. Availability and Accessibility of Service

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

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

#### IV. GOALS AND OBJECTIVES

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

GOAL: Increase the percentage of program participants with a successful treatment discharge.

OBJECTIVE: Contractor shall increase the percentage of successful treatment discharges from 85% to 86%. Successful treatment discharge occurs when a program participant completes his/her treatment/recovery plan or is transferred for continued treatment.

End of Exhibit A-2.

EXHIBIT A-3  
Public Health Policy and Planning  
STARVISTA  
FY 2015-16

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 2015-16

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  
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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 9, 2015, January 8, 2016, April 8, 2016 & July 15, 2016. Report templates will be provided by Health System staff.

EXHIBIT A-4  
FAMILY HEALTH SERVICES  
STARVISTA  
FY 2015 - 2016

In consideration of the payments set forth in Exhibit "B-4", 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 (3<sup>rd</sup>) quarter of the contract year, and upon request, Contractor shall submit to County the cultural composition and linguistic fluencies of Contractor's staff.
- c. Fingerprinting

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

### IV. GOALS AND OBJECTIVES

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

EXHIBIT "B-1"  
BHRS – MENTAL HEALTH  
STAR VISTA  
FY 2015-2016

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 FOUR MILLION ONE HUNDRED FORTY THOUSAND FIVE HUNDRED SIXTY-NINE DOLLARS (\$4,140,569).

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. of this Agreement.

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

<b>Service Type</b>	<b>2015-16</b>
Assessment, per case	\$124.00
Code <b>90791</b>	

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

<b>Service Type</b>	<b>2015-16</b>
Individual Therapy, per session Code <b>90834</b>	\$88.00
Group Therapy, per person, per session Code <b>90853</b>	\$29.00
Family Therapy, per hour; includes all members Code <b>90847</b>	\$90.00
Collateral, per session Code <b>90887</b>	\$59.00
Clinical Consultation, telephone/15 minutes Code <b>99442</b>	\$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.

<b>Service Type</b>	<b>2015-16</b>
Expanded Screening/Assessment Services, per assessment Code <b>A8125</b>	\$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.

<b>Service Type</b>	<b>2015-16</b>
Psychological Testing, per evaluation Code <b>T9561</b>	\$450.88

## 2. Girls' Program

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of ONE HUNDRED EIGHTY-NINE THOUSAND FORTY-FIVE DOLLARS (\$189,045) for services provided under Exhibit A-1, Paragraph I.B. of this Agreement.

- a. Medication Support Services described in Paragraph I.B.1. of Exhibit A-1, County shall pay Contractor at the rate of FIVE DOLLARS AND ELEVEN CENTS (\$5.11) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph IV.18. of this Exhibit B-1.
- b. Mental Health Services described in Paragraph I.B.2. of Exhibit A-1, County shall pay Contractor at the rate of TWO DOLLARS AND SEVENTY-SEVEN CENTS (\$2.77) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph IV.18. of this Exhibit B-1.
- c. Case Management described in Paragraph I.B.3. of Exhibit A-1, County shall pay Contractor at the rate of TWO DOLLARS AND FOURTEEN CENTS (\$2.14) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph IV.18. of this Exhibit B-1.
- d. Crisis Intervention Service described in Paragraph I.B.4. of Exhibit A-1, County shall pay Contractor at the rate of FOUR DOLLARS AND TWELVE CENTS (\$4.12) per minute. County shall pay such rate less any third-party payments as set forth in Paragraph IV.18. of this Exhibit B-1.
- e. Payment shall be made on a monthly basis upon County's receipt of the following:
  - i. All required documentation adhering to Medi-Cal guidelines,
  - ii. Documentation for each minute of service, and
  - iii. Documentation relating to each appropriate authorization.
- f. Medication Support Services are not reimbursable on days when Crisis Residential Treatment Services, Inpatient Services, or Psychiatric Health Facility Services are reimbursed, except for the day of admission to those services.

### 3. 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 TWELVE THOUSAND FIVE HUNDRED FIFTY-ONE DOLLARS (\$112,551). 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 THREE HUNDRED SEVENTY-NINE DOLLARS (\$9,379).

### 4. Early Childhood Community Team

Contractor shall receive a maximum of THREE HUNDRED EIGHTY-NINE THOUSAND THREE HUNDRED EIGHTY-FOUR DOLLARS (\$389,384) for the "Early Childhood Community Team" and the 4.33 FTE positions described in A-1, D, 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-TWO THOUSAND FOUR HUNDRED FORTY-NINE DOLLARS (\$32,449)

5. Co-Chair of the Diversity and Equity Council

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

6. 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 (840) hours. In no event shall County pay or be obligated to pay Contractor more than the sum of EIGHTY-FOUR THOUSAND FORTY-EIGHT DOLLARS (\$84,048) for these services.

7. 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 THIRTY-FIVE THOUSAND TWENTY-EIGHT DOLLARS (\$1,035,028) for the contract term.

8. Monthly Reporting

a. Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10<sup>th</sup>) working day of each month for the prior month. The invoice shall include a summary of services and changes for the month of service. In addition contractor shall provide back-up to the invoice. Such back-up shall be in the form of:

- i. County provided service reporting form(s) ("Service Reporting Form(s)") completed by Contractor according to the instructions accompanying the Service Reporting Form(s), or
- ii. County approved form(s) which provide detailed description of services provided including but not limited to: client name, mental health ID#, service date, type of service provided (Ex: TBS, Intensive Day Treatment, etc.), and duration of service (hour/minute format).



- b. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary.

9. Beneficiary Billing

Contractor shall not submit a claim to, demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract except to collect other health insurance coverage, share of cost and co-payments. The Contractor shall not hold beneficiaries liable for debts in the event that the County becomes insolvent, for costs of covered services for which the State does not pay the County, for costs of covered services for which the State or the

County does not pay the Contractor, for costs of covered services provided under this or other contracts, referral or other arrangement rather than from the County, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary with an emergency psychiatric condition.

10. County May Withhold Payment

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

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

12. Claims Certification and Program Integrity

- a. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.

- b. Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A-1 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.

13. Cost Report

- a Contractor shall submit to County a year-end cost report no later than ninety (90) days after the expiration date of this Agreement. This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted along with the Cost Report.
- b If the annual Cost Report provided to County reveals that total payments to Contractor exceed the total allowable costs for all of the services rendered by Contractor to eligible clients during the reporting period, a single payment in the amount of the difference shall be made to County by Contractor, unless otherwise authorized by the Director of Health or her designee.

14. Where discrepancies between costs and charges are found on the Cost Report to County, Contractor shall make a single payment to County when the total charges exceed the total actual costs for all of the services rendered to eligible patients during the reporting period. Likewise, a single payment shall be made to Contractor by County when the total actual costs exceed the total charges made for all of the services rendered to eligible patients during the reporting period and shall not exceed the total amount in paragraph 3 of this Agreement.

15. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to the Contractor under this Agreement or any other agreement.
16. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may either be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
17. 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.
18. Election of Third Party Billing Process

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

- a. Option One
  - i. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through this Agreement. With every invoice submitted by Contractor to County, Contractor shall provide to County copies of the Explanation of Benefits or other remittance advice for every third-party payment and/or denial of such third-party payments for each such invoice. The County may withhold payment to Contractor for any and all services for which this required proof of third-party payments and/or denials of such payments is not provided. County may deduct from its payments to Contractor the amount of any such third-party payment. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County

inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement.

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

b. Option Two

- i. Contractor shall provide information to County so that County may bill applicable other third-parties before billing Medi-Cal for services provided by Contractor through this Agreement. The County may withhold payment to Contractor for any and all services pending notification or receipt of such third-party payments or denials of such payments. County may deduct - party payment. To the extent that County inadvertently makes from its payments to Contractor the amount of any such third payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement.
- ii. Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due with the first invoice of the Agreement for services provided to say clients.

EXHIBIT B-2 – PAYMENTS AND RATES  
ALCOHOL AND OTHER DRUG SERVICES  
STARVISTA  
FY 2015 – 2016

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

I. PAYMENTS

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

A. Maximum Obligation

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

In any event, the combined maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed FOUR MILLION ONE HUNDRED FORTY THOUSAND FIVE HUNDRED SIXTY-NINE DOLLARS (\$4,140,569).

The maximum amount that County shall be obligated to pay for AOD services rendered under Exhibit A-2 of this Agreement shall not exceed TWO MILLION THREE HUNDRED FIFTEEN THOUSAND FIFTY-ONE DOLLARS (\$2,315,051).

B. Substance Use Disorder Treatment Services

1. Fixed Rate Payments

The maximum amount County shall be obligated to pay for Fixed Rate Payments shall not exceed SEVEN HUNDRED THOUSAND SIX HUNDRED EIGHTY-FOUR DOLLARS (\$700,684).

- a. For the term July 1, 2015 through June 30, 2016, Contractor shall be paid one-twelfth (1/12th) or THIRTY-FIVE THOUSAND ONE HUNDRED NINETY-FIVE DOLLARS

(\$35,195) per month. Rates are referenced in Schedule A – Fixed Rate Table.

- b. Contractor shall be reimbursed for the actual costs expended by Contractor for each type of service delivered, up to the Net Contract Amount for that type of service, unless otherwise limited by other provisions in this Exhibit B-2. There will be no reimbursement for any costs that are disallowed or denied by the County audit process or through the California DHCS audit process.
- c. If the County makes advance payments to Contractor for services, Contractor shall submit an invoice of actual expenses incurred for those services at the end of each quarter. If Contractor has expended at least ninety percent (90%) or more of the quarterly cost budgeted in this Exhibit B-2, County will make full payment on the next monthly claim submitted by Contractor. If Contractor has not expended at least ninety percent (90%) of the quarterly budgeted cost, County will reduce the Contractor's next claim by the actual expenditures short of the ninety percent (90%) proration of the budget specified in Schedule A – Fixed Rate Payments. If in subsequent quarters of the fiscal year, Contractor expends total year-to-date costs in excess of ninety percent (90%) of year-to-date budget, County will restore previously subtracted amounts on the next monthly claim.

2. Drug Medi-Cal Rate Table

The maximum amount County shall be obligated to pay for Drug Medi-Cal shall not exceed TWO HUNDRED SEVENTY-ONE THOUSAND NINE HUNDRED TWENTY DOLLARS (\$271,920).

- a. For the term July 1, 2015 through June 30, 2016, Contractor shall be paid an advanced payment of one-twelfth (1/12th) or TWENTY-TWO THOUSAND SIX HUNDRED SIXTY DOLLARS (\$22,660) per month. Rates are referenced in Schedule A – DMC Advanced Payment Rate Table.

3. Fee for Service with Allocation

The maximum payment for fee for service with allocation services shall not exceed ONE HUNDRED FIFTEEN THOUSAND FIVE HUNDRED FORTY-ONE DOLLARS (\$115,541). Rates are

- a. Upon approval, service specific reimbursement rates for DMC FY 2015-16 shall be communicated to Contractor through an administrative memorandum that will serve as an amendment to the agreement.
- b. Rates, services and residency are subject to change upon approval of the counties implementation plan under the California Drug Medi-Cal Organized Delivery System (DMC-ODS) 1115 demonstration waiver.

4. Fee for Service with Aggregate

The maximum payment for alcohol and drug treatment services shall not exceed an aggregate amount of ONE MILLION TWO HUNDRED TWENTY-SIX THOUSAND NINE HUNDRED SIX DOLLARS (\$1,226,906). Rates are referenced in Schedule C – Fee for Service Aggregate Rate Table.

- a. For the term July 1, 2015 through June 30, 2016, Contractor shall be paid according to the rates that are referenced in Schedule C – Fee for Service Aggregate Rate Table.

C. Non-Reimbursable Services

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

1. First Offender Program  
Contractor shall remit monthly to the BHRS AOD Administrator a seven percent (7%) administrative fee for First Offender Programs (FOP) of the gross revenues received, less refunds to participants, amount of any participant checks returned for insufficient funds, fees charged to Contractor for returned checks, and State administrative fees for the FOP.
2. Multiple Offender Programs  
Contractor shall remit monthly to the BHRS AOD Administrator a seven percent (7%) administrative fee for MOP of the gross revenues received, less refunds to participants, amount of any participant checks returned for insufficient funds, fees charged to Contractor for returned checks, and State administrative fees for the DUI MOP.
3. Deferred Entry of Judgment



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

- D. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.
- E. Modifications to the allocations in Paragraph A of this Exhibit B-2 may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
- F. The Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.
- G. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
- H. In the event this Agreement is terminated prior to June 30, 2016, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.
- I. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.
- J. The contracting parties shall be subject to the examination and audit of the Department of Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).
- K. Monthly Invoice and Payment

Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. Payment by County to Contractor shall be monthly. Claims that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims

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

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

- L. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.
- M. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
- N. Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including assessment and service plans, and progress notes. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of San Mateo County BHRS.
- O. Inadequate Performance  
  
If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- P. Cost Report/Unspent Funds

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

Q. Election of Third Party Billing Process

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

1. Option One
  - a. Contractor shall bill all eligible third-party payors financially responsible for a beneficiary's health care services that Contractor provides through this Agreement. Within ten (10) days of the end of each month, Contractor shall provide to County copies of the Explanation of Benefits or other remittance advice for every third-party payment and/or denial of such third-party payments for services provided by Contractor during such month. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph P of this Exhibit B-2. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third-party payor, and to the extent that County inadvertently

makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement, through the Cost Report reconciliation.

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

## 2. Option Two

- a. Contractor shall provide information to County so that County may bill applicable other third-parties before billing Medi-Cal for services provided by Contractor through this Agreement. The amount of any such third-party payment shall be deducted from the total actual costs for all services rendered by Contractor as reflected on the Cost Report as defined in Paragraph P of this Exhibit B-2. County accepts no financial responsibility for services provided to beneficiaries where there is a responsible third party payor, and to the extent that County inadvertently makes payments to Contractor for such services rendered, County shall be entitled to recoup such reimbursement through the Cost Report reconciliation.
- b. Contractor shall provide a copy of the completed Payor Financial Form (Attachment D) and subsequent annual updates for all clients who receive services through this agreement. For clients who begin to receive services during the term of this Agreement, completed Payor Financial Forms shall be provided to the County with client registration forms. For clients who were receiving services prior to the start date of this Agreement and who continue to receive services through this Agreement, completed Payor Financial Forms are due within ten (10) days of the end of the first month of the Agreement.

## R. Beneficiary Billing

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

S. Claims Certification and Program Integrity

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

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

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

Executed at \_\_\_\_\_ California, on \_\_\_\_\_20\_\_\_\_

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

Agency \_\_\_\_\_”

\*\*\* END OF EXHIBIT B-2 \*\*\*

EXHIBIT B-3  
HEALTH POLICY AND PLANNING (Org #55521)  
STARVISTA  
FY 2015-2016

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 (\$4,140,569).

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, 2015 - June 30, 2016. 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 2015 - 2016

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 FOUR MILLION ONE HUNDRED FORTY THOUSAND FIVE HUNDRED SIXTY-NINE DOLLARS (\$4,140,569).
- B. Total funding for services outlined in Exhibit A-4 shall not exceed SIX HUNDRED FORTY TWO THOUSAND FIVE HUNDRED FORTY NINE DOLLARS (\$642,549) for the term July 1, 2015 to June 30, 2016.
  1. Total funding for **Targeted Case Management** Services outlined in Exhibit A-4 section II.1.b shall not exceed FIVE HUNDRED FIFTY TWO THOUSAND FIVE HUNDRED NINETY TWO DOLLARS (\$552,592) for the term July 1, 2015 to June 30, 2016.
  2. Total funding for **Indirect Services** outlined in Exhibit A-4 section II.1.c shall not exceed EIGHTY NINE THOUSAND NINE HUNDRED FIFTY SEVEN DOLLARS (\$89,957) for the term July 1, 2015 to June 30, 2016.
  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 THREE THOUSAND FIVE HUNDRED FORTY SIX DOLLARS (\$53,546), payable at the end of each month beginning July 31, 2015. 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 SIX THOUSAND FORTY NINE DOLLARS (\$46,049).

- 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 FOUR HUNDRED NINETY SEVEN DOLLARS (\$7,497).
- 4. Contractor shall submit all invoices for TCM Services and for Indirect Services for the nine community workers by the 15<sup>th</sup> of the month for services delivered in the previous month utilizing the invoice form provided by the County. The original of the invoice should be mailed to Accounting Department/Family Health Services, San Mateo County Health System, 2000 Alameda de las Pulgas, Suite 235, 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.

Sara Larios Mitchell  
Signature of authorized agent

Sara Larios Mitchell  
Name of authorized agent

(650) 591-9623

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

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

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

**Attachment D: Payor Financial Form**

<b>AGENCY NAME:</b>		
<b>Client's Last Name/MH ID # (if known)</b>	<b>First Name M.I.</b>	<b>Alias or other names Used</b>
<b>Client Date of Birth</b>	<b>Undocumented?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If no, Social Security Number (Required)</b>	<b>26.5 (AB3632)</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>IEP (SELPA) start date</b> _____
<b>Does Client have Medi-Cal?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Share of Cost?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Client's Medi-Cal Number (BIC Number)?</b> _____ <b>Please attach copy of MEDS Screen</b> <b>If client has Mcal and no other 3<sup>rd</sup> party coverage , skip the remaining sections of this form and fax to MIS/Billing Unit – 573-2110</b> <b>Is Client Potentially Eligible for Medi-Cal Benefits?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Client Referred to Medi-Cal?</b> <input type="checkbox"/> Yes, give date: _____ <input type="checkbox"/> No <b>Is this a Court-ordered Placement?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>Does Client have Medicare?</b> <input type="checkbox"/> Yes <input type="checkbox"/> No <b>If yes, please check all that apply</b> <input type="checkbox"/> Part A <input type="checkbox"/> Part B <input type="checkbox"/> Part D (effective 1/1/06) <b>What is the Client's Medicare Number?</b> _____		
<b>Responsible Party's Information (Guarantor):</b>		
Name _____ Phone _____ Relationship to Client _____ <input type="checkbox"/> Self Address _____ City _____ State _____ Zip Code _____ <input type="checkbox"/> <b>Refused to provide Financial Information and will be charged full cost of service.</b>		

**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:**

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

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

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

<b>ENTERED BY</b>	<b>San Mateo County Behavioral Health and Recovery Services Use Only</b>	<b>CLIENT ACCOUNT #</b>
	<b>DATA ENTRY DATE</b>	

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/S Mitchell

Signature of Authorized Official

Sara Larios Mitchell

Name (please print)

Chief Executive Officer

Title (please print)

11/10/15

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

StarVista  
Name of Contractor(s) - Type or Print

610 Elm St  
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 Mitchell  
Signature

Chief Executive Officer  
Title of Authorized Official

11/10/15  
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."

*Add Funding*

SCHEDULE A  
STARVISTA  
FIXED RATE TABLE  
FY 2015 - 2016

Services	Funding Amount	Monthly Funding Amount	Rate	Units of Service	Clients to be served	Slots
NRC Adolescent O/P (Insights)	\$ 147,086	\$12,257	\$67	2,195	49	14
County Funded Adolescent O/P (Insights)	\$ 79,700	\$6,642	\$67	1,190	26	8
Boys Camp Glenwood	\$ 44,133	\$3,678	\$67	659		
County Funded O/P- Adult (First Chance & Archway)	\$ 74,460	\$6,205	\$67	1,111	28	8
County Funded Day Tx- Women's Day Tx	\$76,956	\$6,413	\$206	374	10	2
Sobering Station (First Chance)	\$ 278,349	-		N/A		
TOTAL	\$ 700,684	\$35,195				

DMC ADVANCED PAYMENT RATE TABLE

Services	Funding Amount	Monthly Advanced Payment	Rate	Anticipated		
				Units of Service	Clients to be served	Slots
DMC Intensive Outpatient Treatment	\$271,920	\$22,660	\$206	1,320	36	9
TOTAL	\$271,920	\$ 22,660				

*AOD Funding*

SCHEDULE B

STARVISTA

FEE FOR SERVICE WITH ALLOCATION RATE TABLE

JULY 1, 2015 - JUNE 30, 2016

Funding Source & Services	Allocated to Provider	Unit Rate
Drug Medi-Cal	\$20,000	
Outpatient Drug Free Group Counseling		Face- to- Face \$27.14 Visit (Per Person)
Outpatient Drug Free Individual Counseling		Face- to- Face \$66.93 Visit (Per Person)
CalWORKs	\$95,541	
Outpatient Group		\$67.00 Per Staff Hour
Outpatient Individual		\$67.00 Per Staff Hour
Intensive Outpatient		\$206.00 Per Visit Day
TOTAL	\$115,541	



*AOD Funding*

SCHEDULE C  
STARVISTA  
FEE FOR SERVICE AGGREGATE RATE TABLE  
FY 2015 - 2016

Funding Source & Services	Aggregate Maximum for all Providers	Unit Rate
Realignment & 11550 Drug Court	\$322,668	
Outpatient Individual/Group		\$50.00 per staff hour
Intensive Outpatient		\$120.00 per visit day
Aftercare Treatment		\$40.00 per staff hour
Drug Testing/Urine Analysis		\$30.00 per screening
Individual & Family Therapy		\$2.61 per minute
Unified Reentry	\$625,361	
Outpatient Individual/Group		\$50.00 per staff hour
Intensive Outpatient		\$120.00 per visit day
Aftercare Treatment		\$40.00 per staff hour
Drug Testing/Urine Analysis		\$30.00 per screening
Individual & Family Therapy		\$2.61 per minute
Criminal Justice Realignment	\$278,877	
Outpatient Individual/Group		\$50.00 per staff hour
Intensive Outpatient		\$120.00 per visit day
Aftercare Treatment		\$40.00 per staff hour
Drug Testing/Urine Analysis		\$30.00 per screening
Individual & Family Therapy		\$2.61 per minute
TOTAL	\$1,226,906	