



**COUNTY OF SAN MATEO**  
**Inter-Departmental Correspondence**  
**Health System**



**DATE:** August 25, 2011  
**BOARD MEETING DATE:** September 27, 2011  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors

**FROM:** Jean S. Fraser, Chief, Health System  
Steve Kaplan, Director, Behavioral Health and Recovery Services *SK*  
ST Mayer, Director, Health Policy and Planning  
Brian Zamora, Director, Family Health Services

**SUBJECT:** Agreement with StarVista (formerly known as Youth and Family Enrichment Services)

**RECOMMENDATION:**

Adopt a Resolution:

- A) Waiving the Request for Proposal process and authorizing the President of the Board to execute an Agreement with StarVista (formerly known as Youth and Family Enrichment Services) for mental health services, alcohol and other drug treatment services, support for the Youth Development Initiative, and community worker services, for the term July 1, 2011 through June 30, 2012, for a maximum obligation of \$3,636,229; and
- B) Authorizing the Chief of the Health System or designee 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.

**BACKGROUND:**

For several years Behavioral Health and Recovery Services (BHRS) has contracted with StarVista (formerly known as Youth and Family Enrichment Services) for services authorized by the Mental Health Plan (MHP), Girls' Juvenile Court services, child abuse treatment services and the Early Childhood Community Team (ECCT), alcohol and drug treatment and prevention services to youth and adults. StarVista also provides community worker services through Family Health Services (FHS), and support of the Youth Development Initiative (YDI) through Health Policy and Planning (HPP). In April 2008 FHS issued a Request for Proposals (RFP) for community worker services. In Spring 2009 BHRS issued an RFP for child abuse treatment. StarVista was selected in both RFP processes.

**DISCUSSION:**

The scope of services to be provided includes continuity of services offered by the MHP, child abuse services, ECCT, community worker services and YDI support and increases

YDI capacity. It also adds the Women's Enrichment Center clinic that will provide trauma informed co-occurring services for clients dealing with Mental Health and Substance Abuse conditions.

HPP requests a waiver of the RFP requirements for YDI services. The continuity of YDI services is critical to ensure the Youth Commission continues as an integral part of service delivery for the County. BHRS requested a waiver of the RFP requirement for outpatient mental health services and will continue to accept "any qualified provider" who requests to contract with the County as a means to encourage competition for public contracts. FHS requests a waiver of the RFP requirement to continue community worker services in order to get all community worker contracts on the same RFP cycle. AOD requests a waiver of the RFP requirement to continue alcohol and drug treatment services. This Agreement was on the Continuing Resolution.

The Agreement and Resolution have been reviewed and approved by County Counsel. The Contractor's insurance has been reviewed and approved by Risk Management. The Contractor has assured compliance with the County's Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination, equal benefits.

The Agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by providing services that promote wellness and recovery. It is anticipated that 77% of clients who receive services through this Agreement will be maintained at a current or lower level of care.

<b>Performance Measure:</b>		
<b>Measure</b>	<b>FY 2010-11 Estimate</b>	<b>FY 2011-12 Projected</b>
Percent of clients maintained at a current or lower level of care	77%	77%

**FISCAL IMPACT:**

The term of the Agreement is July 1, 2011 through June 30, 2012, and the maximum obligation is \$3,636,229. The Mental Health Services maximum is \$725,747; of which \$120,979 is from Medi-Cal FFP, \$53,687 is from Healthy Families/Healthy Kids, \$22,660 is from local schools, \$98,739 is from State Early Periodic Screening, Diagnosis and Treatment (EPSDT) funds, \$99,236 is from Realignment, \$293,126 is from Mental Health Services Act funds, and \$37,320 is Net County Cost (NCC). The maximum for AOD is \$2,225,673, which is funded as follows: Cal EMA Grant \$414,440, CDC Grant \$233,906, DCP Grant \$70,762, Ryan White program \$83,070, NNA funding \$ 147,086, MHSA funding \$134,289, CalWORKs allocation \$181,541, FFP revenue \$292,430, Prop 172 funding \$77,943 and \$590,206 Net County Cost. The HPP maximum obligation for YDI services is \$146,441 which is all NCC. The maximum obligation for Family Health Services is \$538,368, of which \$156,463 is from First Five grant funds, \$269,184 is from Medi-Cal Targeted Case Management, and \$112,721 is NCC, which includes in-kind support for the First Five grant. These revenues and expenditures have been included in the Health System FY 2011-12 Recommended Budget for each division.

RESOLUTION NO. \_\_\_\_\_

BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA

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**RESOLUTION: A) WAIVING THE REQUEST FOR PROPOSAL PROCESS AND AUTHORIZING THE PRESIDENT OF THE BOARD TO EXECUTE AN AGREEMENT WITH STARVISTA (FORMERLY KNOWN AS YOUTH AND FAMILY ENRICHMENT SERVICES) FOR MENTAL HEALTH SERVICES, ALCOHOL AND OTHER DRUG TREATMENT SERVICES, SUPPORT FOR THE YOUTH DEVELOPMENT INITIATIVE, AND COMMUNITY WORKER SERVICES, FOR THE TERM JULY 1, 2011 THROUGH JUNE 30, 2012, FOR A MAXIMUM OBLIGATION OF \$3,636,229; AND B) AUTHORIZING THE CHIEF OF THE HEALTH SYSTEM OR DESIGNEE 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.**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, Ordinance Code Section 2.83.170 authorizes the Board of Supervisors to waive the Request for Proposals process in any situation where the Board of Supervisors determines that the best interest of the County could be served without the necessity of proposals; and

**WHEREAS**, this Board has been asked to waive the Request for Proposals processes to select a provider of youth development initiative services, outpatient mental health services, community worker services and drug treatment and preventions services; and

**WHEREAS**, this Board has determined that it is in the best interest of the County to waive the Request for Proposals processes; and

**WHEREAS**, there has been presented to this Board of Supervisors for its consideration and acceptance an Agreement, reference to which is hereby made for further particulars, whereby StarVista (formerly known as Youth and Family Enrichment Services) will provide mental health services for Behavioral Health and Recovery Services, provide Alcohol and Drug Treatment services for Alcohol and Other Drug Services, support for the Youth Development Initiative for Health Policy and Planning, and community worker services for Family Health Services for the period of July 1, 2011 through June 30, 2012, for a total obligation of \$3,636,229; and

**WHEREAS**, this Board has examined and approved the Agreement as to form and content and desires to enter into the Agreement.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the County requirement for the Request for Proposals processes to select a provider of youth development services, mental health services and community worker services for said Agreement is hereby waived.

**BE IT FURTHER RESOLVED** that the President of this Board of Supervisors be and is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

**BE IT FURTHER RESOLVED** that 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 of services is/are within the current or revised fiscal provisions.

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND  
STARVISTA  
(formerly known as Youth and Family Enrichment Services)**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ ,  
20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called  
"County," and StarVista (formerly known as Youth and Family Enrichment Services),  
hereinafter called "Contractor";

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

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing community workers, youth commissioners, and mental health services

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

**1. Exhibits and Attachments**

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

Exhibit A—Services  
Exhibit B—Payments and rates  
Exhibit C—Contractor's FY 2011-2012 Budget  
Attachment C—Election of Third Party Billing Process  
Attachment D—Payor Financial Form  
Attachment I—504 Compliance  
Attachment J—Finger Printing Certification

**2. Services to be performed by Contractor**

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

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed THREE MILLION SIX HUNDRED THIRTY-SIX THOUSAND TWO HUNDRED TWENTY-NINE DOLLARS (\$3,636,229).

The total fiscal obligation for Alcohol and Other Drug Services (AOD) under this Agreement shall not exceed TWO MILLION TWO HUNDRED TWENTY-FIVE THOUSAND SIX HUNDRED SEVENTY-THREE DOLLARS (\$2,225,673).

The County's total fiscal obligation under this Agreement shall include (a) a fixed amount and (b) a variable amount, which shall be a portion of an aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement.

The County's total fiscal obligation for the fixed amount shall not exceed ONE MILLION HUNDRED THIRTY-ONE THOUSAND SIXTY-FIVE DOLLARS (\$1,131,065).

The County's total fiscal obligation for MCE/Short Doyle Medi-Cal Match and Federal Financial Participation shall not exceed TWO HUNDRED NINETY THOUSAND FOUR HUNDRED THIRTY DOLLARS (\$292,430).

The County's total fiscal obligation for the aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement shall not exceed EIGHT HUNDRED TWO THOUSAND ONE HUNDRED SEVENTY-EIGHT DOLLARS (\$802,178).

The Contractor acknowledges that the County has agreed to pay a "variable amount" to all contractors who provide fee for service alcohol and drug treatment and drug testing services authorized individually or collectively by a County Resolution, which shall be the Contractor's share of an aggregate amount allocated between all contractors who provide the same or similar services as those described in this Agreement.

Therefore, the funds available to pay each individual contractor are dependent upon the amount or volume of services provided by the other contractors, as authorized by County.

The aggregate amount to be allocated between all contractors who provide the same or similar services as those described in this Agreement shall include and shall be limited to the following amounts:

For FY 2011-12:

1. TWO HUNDRED THIRTY-THREE THOUSAND NINE HUNDRED SIX DOLLARS (\$233,906) for Comprehensive Drug Court Implementation funded alcohol and drug treatment services as described in Exhibit A
2. SEVENTY THOUSAND SEVEN HUNDRED SIXTY-TWO DOLLARS (\$70,762) for Drug Court Partnership funded alcohol and drug treatment services as described in Exhibit A.
3. EIGHTY-THREE THOUSAND SEVENTY DOLLARS (\$83,070) for Ryan White Foundation funded alcohol and drug treatment services as described in Exhibit A.
3. FOUR HUNDRED FOURTEEN THOUSAND FOUR HUNDRED FORTY DOLLARS (\$414,440) for Cal EMA funded alcohol and drug treatment services as described in Exhibit A.

**4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2011 through June 30, 2012.

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

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement

**5. Availability of Funds**

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

**6. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

**7. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (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 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, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this 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 herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**8. Assignability and Subcontracting**

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

**9. Insurance**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply

with such provisions before commencing the performance of the work of this Agreement.

- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

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

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees 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, the County of San Mateo 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 pursuant to this Agreement.

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

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, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated there under, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

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

**11. Non-Discrimination and Other Requirements**

- A. Section 504 applies only to Contractor who are providing services to members of the public. Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.
- B. General non-discrimination. No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. 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 of San Mateo upon request.
- D. Violation of Non-discrimination provisions. Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
  - i) termination of this Agreement;

- ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- iii) liquidated damages of \$2,500 per violation;
- iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

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

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. Compliance with Equal Benefits Ordinance. With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

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

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

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

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



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

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, 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, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

**14. Merger Clause**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto 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 this body of the 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 this 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 shall be in writing and signed by the parties.

**15. Controlling Law and Venue**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

**16. Notices**

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

In the case of County, to:

San Mateo County Health System  
225 37<sup>th</sup> Ave  
San Mateo, CA 94403-4324

In the case of Contractor, to:  
Michael Garb  
StarVista  
610 Elm Street, Ste. 212  
San Carlos, CA 94070

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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

COUNTY OF SAN MATEO

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

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

ATTEST:

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

StarVista

Michael Garb  
Contractor's Signature

Date: 8/23/11

Long Form Agreement/Non Business Associate v 8/19/08

EXHIBIT "A-1"  
BHRS MENTAL HEALTH  
STARVISTA  
FY 2011 - 2012

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

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

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

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

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

B. Girls' Juvenile Court Program

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

C. Child and Family Treatment Collaborative

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

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

- 1) Edgewood shall act as lead agency and provide a clinic director, intake and assessment manager, case managers, psychiatrist, quality assurance and data coordinator, administrative assistant, mental health clinicians, and client transportation services.
  - 2) Contractor shall provide mental health clinicians, and provide consulting to Collaborative clinicians for any questions on Juvenile Court reporting and/or testimony.
- c. Collaboration between Contractor, San Mateo County Children and Family Services Division (Child Welfare), San Mateo County BHRS, and San Mateo County Juvenile Court.
- 1) Contractor, in conjunction with the Collaborative, shall participate in Program-related collaboration with San Mateo County Children and Family Services Division (Child Welfare) ("Children and Family Services"), BHRS, and San Mateo County Juvenile Court ("Juvenile Court").
  - 2) Children and Family Services will inform Contractor as to which Children and Family Services social worker (the "Social Worker") is assigned to cases that are referred to Contractor.
  - 3) In the event a Social Worker is reassigned, both the reassigned Social Worker and the new Social Worker will immediately inform Contractor of the new assignments. If a particular Child/Youth (as "Children/Youths" is defined in Paragraph I.A.3.d.1). of this Exhibit A) is determined to be at-risk for abuse, neglect or molestation (as such risk is described in Paragraph I.A.3.h.. of this Exhibit A), then Children and Family Services agrees that such risk shall be noted in the Social Worker transfer summary.
- d. Program Services
- 1) Contractor shall provide approximately one hundred fifty-eight thousand four hundred forty-three (155,100) minutes of Program services to children or youth who:
    - a) are or have been abused, molested and/or neglected;
    - b) are ages six (6) through seventeen (17); and
    - c) have been referred to the Program by Children and Family Services.Such children or youth shall be referred to herein as "Children/Youths" or "Child/Youth".
  - 2) Contractor shall also provide Program services to the families of such Children/Youths (the "Family" or "Families") regarding the effects of such abuse, molestation and/or neglect on the Children/Youths.

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

- a) Mental Health Services

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

- i. Initial assessment services. This includes clinical analysis of the history and current status of the client/enrollee's mental, emotional or behavioral condition.
- ii. Annual assessment: This consists solely of the annual assessment required by County to reassess a client for eligibility for mental health treatment.
- iii. Individual Therapy: Individual Therapy includes those therapeutic interventions consistent with the client's goals that focus primarily on symptom reduction as a means to improve functional impairments. Individual Therapy is usually delivered to an individual but may include family therapy when the individual is present.
- iv. Group Therapy: Group Therapy includes those therapeutic interventions for more than one client that focuses primarily on symptom reduction as a means to improve functional impairments. It may include group family therapy (when families of two or more clients are present).
- v. Collateral Services: Collateral Services consists of contact with one or more significant support persons in the life of the client which may include consultation and training to assist in better utilization of services and understanding mental illness. Collateral services include, but are not limited to, helping significant support persons to understand and accept the client's condition and involving them in service planning and implementation of service plan(s). Family counseling or therapy which is provided on behalf of the client is considered collateral.
- vi. Family Therapy: Family Therapy consists of contact with the client and one or more family members and/or significant support persons. Services shall focus on the care and management of the client's mental health conditions within the family system.

- vii. Rehabilitation Services: Rehabilitative Services may include any or all of the following: Assistance in improving, restoring or maintaining a client's functional skills, daily living skills, social skills, leisure skills, grooming and personal hygiene skills, medication compliance, and access to support resources.
- viii. Plan Development: Plan Development may consist of the following:
  - (1) When staff develop Client Plans (as such term is described in Paragraph I.A.3.i. of this Exhibit A), approve Client Plans, and/or monitor a client's progress. Such activities may take place with the client to develop a Client Plan or discuss the overall or program goals, with a client or family member and/or significant support persons to obtain signatures on the Client Plan, and, if needed, have the Client Plan reviewed and signed by a licensed/waivered/registered clinician.
  - (2) When staff meet to discuss the client's clinical response to the Client Plan or to consider alternative interventions.
  - (3) When staff communicate with other professionals to elicit and evaluate their impressions (e.g. probation officer, teachers, social workers) of the client's clinical progress toward achieving their Client Plan goals, their response to interventions, or improving or maintaining client's functioning.
- b) Crisis Intervention
  - i. Contractor shall provide Crisis Intervention ("Crisis Intervention"). Crisis Intervention is a service, lasting less than twenty-four (24) hours, to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit.
  - ii. Contractor shall provide Crisis Intervention if medically necessary.
- c) Case Management

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

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

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



- 3) Contractor shall assist children/youth to utilize Collaborative transportation services to and from Program clinic service locations for Children/Youths and Families who are unable to: transport themselves, to utilize public transportation, or to be transported by a Children and Family Services transportation officer.
  - 4) Contractor shall also provide in-home Program services on an as-needed basis.
- g. Referrals, Service Timelines and Discharge Process
- 1) All referrals to the Program shall be made directly by Children and Family Services ("Referral" or "Referrals") to the Collaborative. Referrals may be made either directly to Contractor for assessment and services, or may be made to Edgewood for assessment. Edgewood may assign referrals to Contractor for services following the completion of the assessment.
  - 2) For all Referrals that are not court ordered, Children and Family Services shall obtain a signed consent for release of protected health information from the Child/Youth's legal guardian for the release of information from the Contractor to Children and Family Services.
  - 3) For clients referred to Contractor for assessment and services, Contractor shall provide Program services according to the following timeline:
    - a) Contractor will contact the Family within two (2) working days of receipt of the Referral (the "Initial Contact").
    - b) The Family's first (1<sup>st</sup>) appointment (for the assessment) shall take place with Contractor within five (5) working days of the Initial Contact (the "First Appointment").
    - c) Within ten (10) days of the First Appointment, Contractor shall complete the assessment of the Family and Child/Youth and shall mail a copy of such assessment to the Social Worker.
    - d) Within ten (10) days of the completion of the assessment, Contractor shall begin the assigned treatment, and shall provide the Social Worker with the name and phone number of Contractor's therapist assigned to the Child/Youth and Family.
  - 4) For clients referred to Contractor for services following the completion of the assessment by Edgewood, Contractor shall provide Program services according to the following timeline:

- a) Within ten (10) days of the completion of the assessment, Contractor shall begin the assigned treatment, and shall provide the Social Worker with the name and phone number of Contractor's therapist assigned to the Child/Youth and Family.
  - 5) Contractor shall notify the Social Worker within one (1) day after a Family and/or Child/Youth has one (1) unexcused missed appointment or two (2) consecutive excused missed appointments.
  - 6) Discharge plans will be completed collaboratively between the Child/Youth, the Family, Contractor, and the Social Worker.
  - 7) When the Social Worker determines that a case can be closed, he/she will notify the Contractor therapist prior to the closing date.
  - 8) Services may be continued following the closing of a case by Children and Family Services if medical necessity warrants continued treatment. These cases will be reviewed by County Clinical Services Manager and appropriate transition plans shall be developed.
- h. Risk Assessment
- 1) If at anytime during the course of treatment, Contractor determines that a Child/Youth is at risk for abuse, neglect or molestation due to:
    - a) a potential abuser having access to such Child/Youth;
    - b) the possibility of unsupervised visits between a potential abuser and such Child/Youth;
    - c) the possibility of reunification of a potential abuser and such Child/Youth; or
    - d) other circumstances deemed to put such Child/Youth at-risk;
 then Contractor shall:
    - i. immediately notify by telephone the Social Worker and the Social Worker's supervisor of such risk determination; and
    - ii. within one (1) working day of such notification, fax to the Social Worker a completed risk assessment report;
  - e) the above notwithstanding, in all cases Contractor shall follow HSA's protocol for handling such Child/Youth at-risk.
  - 2) Upon proper notification by Contractor to the Social Worker and the Social Worker's supervisor as to a particular risk for such Child/Youth, Children and Family Services reserves the right to make the final determination as to the disposition of such Child/Youth.
- i. Client Treatment Plans

Client treatment plans will:

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

j. Staffing

Contractor shall ensure that all Program services:

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

D. Crisis Hotline and Clinical Support Services

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

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

E. Early Childhood Community Team

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

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

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

### 3. Service Model

#### a. 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

#### b. 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.

#### c. Services should be linguistically and culturally competent and provided to a substantial degree by staff from the same ethnic groups as enrollees.

- d. 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.
- e. Offer groups for families with young children, using the Touchpoints Program. The Touchpoints groups would include fathers as well as mothers and other caregivers.
- f. 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.
- g. 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.
- h. 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.
- i. 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.
- j. 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.

- k. 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.

## 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/part1bull1.asp>

**B. MENTAL HEALTH REQUIREMENTS**

1. **Developmental Assets**  
Contractor shall incorporate the Forty-One (41) Developmental Assets into program treatment goals, individual goals and family goals.
2. **Licensing Reports**  
Contractor shall submit a copy of any licensing report issued by a licensing agency to BHRS Children and Youth Services Deputy Director within 10 business days of Contractor's receipt of any such licensing report.
3. **Medi-Cal Certification**  
Contractor shall maintain certification through San Mateo County to provide Short-Doyle Medi-Cal reimbursable services.
4. **Advance Directives**  
Contractor will comply with County policies and procedures relating to advance directives.
5. **Beneficiary Rights**  
Contractor will comply with County policies and procedures relating to beneficiary's rights and responsibilities.
6. **Physician Incentive Plans**  
Contractor shall obtain approval from County prior to implementing a Physician Incentive Plan as described by Title 42, CFR, Section 438.6(h). The County will submit the Physician Incentive Plan to the State for approval. The State shall approve the Contractor's request for a Physician Incentive Plan only if the proposed Physician Plan complies with all applicable federal and state regulations.
7. **Availability and Accessibility of Service**

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

8. Compliance Plan and Code of Conduct

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

9. Beneficiary Brochure and Provider Lists

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

10. Record Retention

Paragraph 13 of the Agreement and Paragraph I.B.11.d. of Exhibit B notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18<sup>th</sup>) birthday, or b) for a period of seven (7) years beyond the date of discharge, whichever is later.

11. Fingerprinting Certification

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

### III. GOALS AND OBJECTIVES

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

#### A. ALL PROGRAMS

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

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

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

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

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

#### B. MENTAL HEALTH SERVICES

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

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

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

Data shall be collected by Contractor

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

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

2. Girls' Juvenile Court Program

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

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

Data shall be collected by Contractor.

3. Child and Family Treatment Collaborative

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

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

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

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

Data shall be collected by Contractor.

4. Early Childhood Community Team

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

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

EXHIBIT "A-2"  
BHRS ALCOHOL & OTHER DRUGS  
STARVISTA  
FY 2011-2012

In consideration of the payments set forth in Exhibit "B-2", Contractor shall provide the following alcohol and drug treatment services at a mutually agreed upon location in San Mateo County. All payments under this Agreement must directly support services specified in this Exhibit A.

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Fixed Rate Services

A description of the following services is outlined in the AOD Policy and Procedure Handbook located at: <http://www.aodsystems.com/SMC/Index.htm>.

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

B. Fee For Service

In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Handbook including additions and revisions, incorporated by reference herein. Reimbursement is contingent upon client eligibility and compliance with referral and authorization procedures as outlined in the AOD Policy and Procedure Handbook.

1. Comprehensive Drug Court Implementations (CDCI) Grant, Drug Court Partnership (DCP) Grant, and Cal-EMA Grant funded Services
  - a. Outpatient Treatment Services
  - b. Day Treatment
  - c. Drug Testing
2. Achieve 180  
Outpatient  
Intensive outpatient
3. Medicaid Coverage Expansion (MCE) Health Coverage  
Effective July 1, 2011, Behavioral Health & Recovery Services (BHRS) will, at its discretion, reimburse Contractor for services provided to Medicaid Coverage Expansion (MCE) beneficiaries. MCE is a fee-for-service health coverage that has the potential to expand fee-for-service billing and revenue.

Substance use treatment modalities provided under the MCE program include:

- a. Outpatient Services
- b. Intensive Outpatient Services

Detailed descriptions of specific treatment services for the modalities listed above are outlined in the AOD Policy and Procedure Handbook, which is included by reference herein.

## C. DESCRIPTION OF UNIQUE PROGRAM SERVICES

### 1. ARCHWAY

Archway provides outpatient substance abuse treatment and recovery services to clients who are participating in Proposition 36 and are referred by the Probation or Parole Departments, and to clients mandated to complete one of the following: Wet & Reckless, First Offender Program, Anger Management, Deferred Entry of Judgment, or Domestic Non-Violence Program. Services are available to clients in English and Spanish. Archway's outpatient program is a minimum of 12 weeks. Clients attend weekly group and individual sessions, and are required to complete a minimum of six community support meetings.

### 2. FIRST CHANCE OUTPATIENT SERVICES

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

### 3. INSIGHTS

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

### 4. GIRLS PROGRAM

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

counseling sessions.

5. **CAMP GLENWOOD**

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

6. **WOMEN'S ENRICHMENT CENTER (WEC)**

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

7. **FIRST CHANCE SOBERING STATION**

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

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

8. **NON-REIMBURSABLE SERVICES**

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

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

b. **Deferred Entry of Judgment (DEJ)**

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



9. WEC CO-OCCURRING MENTAL HEALTH SERVICES

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

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

a. Description of Services

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

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

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

II. PRIORITY POPULATIONS

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

- A. Populations required by Substance Abuse Prevention and Treatment (SAPT) Block Grant;
- B. AOD treatment and recovery priority populations as outlined in Strategic Directions 2010.
- C. San Mateo County residents who are referred by County Behavioral Health and Recovery Services (BHRS);
- D. Referrals from other San Mateo County AOD providers, including the Methadone Clinic, Palm Avenue Detox, and First Chance Sobering Station referrals;
- E. Shelter referrals within San Mateo County;
- F. Clients with MCE health insurance coverage

III. ADMINISTRATIVE REQUIREMENTS

Contractor will maintain compliance with requirements of the AOD Policy and Procedure Handbook including additions and revisions, by reference herein. The Handbook is located at <http://www.aodsystems.com/SMC/Index.htm>.

A. ALL PROGRAMS

Contractor shall comply with requirements as referenced in section II.A. of Exhibit A-1 of this Agreement.

B. Alcohol and Other Drug Services

1. System-Wide Improvements

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

a. Standards of Care

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

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

- i. Contractor will develop and implement the activities and achieve the objectives described in the approved San Mateo county Alcohol and Other Drug (AOD) Standards of Care (SOC) implementation work plan.
- ii. In providing its services and operations, Contractor will maintain compliance with requirements of the AOD Policy and Procedure Handbook, including additions and revision, which is incorporated by reference herein.
- iii. Contractor will report quarterly on SOC implementation progress to the assigned AOD Analyst.

b. Continuous Quality Improvement

To enhance the quality and efficiency of services, Contractor will have an established Continuous Quality Improvement (CQI) program. CQI program must include a QI committee made up of staff from all levels that guide the development and implementation of the QI Plan. Contractor has established a mechanism whereby contractors will identify processes and practices at the organizational level which create inefficiencies and/or present barriers to client engagement, enrollment and retention in treatment.

- i. Contractor will develop and implement a Quality Improvement plan with an emphasis on continuous quality improvement.
- ii. 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.
    - iii. Contractor will implement a process to share client feedback with the Quality Improvement committee. Consideration of client feedback will be incorporated into future QI plans.
    - iv. Contractor shall report quarterly to the assigned AOD Analyst on QI plan implementation, progress and client feedback results.
    - v. Contractors receiving MHSA funding to treat clients with COD shall comply with additional reporting requirements as outlined in the online AOD Policy and Procedure Handbook.
  - c. Co-occurring Disorders  
Contractor will work to improve treatment outcomes for complex clients by providing the following:
    - i. Contractor will participate as a Change Agent and will delegate participation in monthly activities to effect the changes necessary to maintain and enhance Co-occurring Disorders (COD) capability.
    - ii. Contractor shall establish a COD work plan that continues to assess and address the needs of complex clients. This COD work plan may be a part of the Contractor's Quality Improvement program, Standards of Care Work Plan, or it may be a separate process.
    - iii. Contractor shall report quarterly to the assigned AOD Analyst on the progress and outcomes of the COD work plan.
    - iv. Contractors receiving Mental Health Services Act (MHSA) funding to treat clients with COD shall comply with additional reporting requirements as outlined in the online AOD Policy and Procedure Handbook.
  - d. AVATAR Electronic Health Record  
BHRS is transitioning to an electronic health record. Contractor will work collaboratively with BHRS in the design and implementation of the new system by:
    - i. Contractor will participate in the development, training, implementation and utilization of the required AVATAR system.
    - ii. Contractor will maintain compliance with all documentation, reporting, billing and all other data requirements as required in the Alcohol and Other Drug (AOD) Policy and Procedure Handbook, including additions and revision, which is incorporated by reference herein.
    - iii. Contractor will continue to use the DAISY data system for all reporting requirements until further notice is given by the AOD administrator.
2. Building Capacity
- The County seeks to build capacity and increase access to treatment services for San Mateo County residents. Contractor will work with BHRS to

maximize the revenues and increase access to care in the following ways:

a. Medicaid Coverage Expansion (MCE)

Contractor will work in partnership with BHRS to provide substance use disorder treatment services to beneficiaries of MCE. All services will be delivered in compliance with BHRS policies and procedures found in the AOD Policy and Procedure Handbook and the BHRS Documentation Manual located at:  
<http://www.aodsystems.com/SMC/Index.htm>; and  
<http://www.co.sanmateo.ca.us/Attachments/health/pdfs/bhrs/ContractAgencies/BHRSDocManual.pdf>.

b. Other Revenue Enhancement

Contractor will work in conjunction with AOD to assess whether contracted agency is ready to expand services to Drug Medi-Cal, Minor Consent Medi-Cal, or other new revenues opportunities.

3. MCE Program Requirements

- a. Contractor shall screen all incoming clients for health coverage, including MCE eligibility and current MCE enrollment. MCE client eligibility shall be verified prior to service provision;
- b. Contractor shall facilitate enrollment into MCE, ACE, Medi-Cal and other health coverage programs for clients who are likely eligible for public benefits but not enrolled;
- c. Contractor shall not charge clients with MCE eligibility for substance use treatment services;
- d. Contractor shall request and obtain modality and service authorizations and reauthorizations for MCE enrolled clients from BHRS;
- e. Contractor shall document and provide authorized services to MCE clients in compliance with BHRS documentation guidelines;
- f. Contractor shall track and report on services and submit invoices for client MCE services provided following required policies and procedures;
- g. Contractor shall correct and resubmit disallowed claims;
- h. Contractor shall ensure that personnel delivering direct services to clients will have the appropriate professional license and/or certification as outlined in the AOD Policy and Procedure manual.

4. CalWORKS Program Requirements

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

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

a. Employment status

- b. Housing status
- c. Status of current alcohol and/or other drug use

EXHIBIT A - 3  
HEALTH POLICY AND PLANNING  
STARVISTA  
FY 2011 - 2012

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

I. PROGRAM SERVICES

A. Youth Development Initiative (YDI)

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

- a. Recruit, train, and provide oversight for at least fifteen to twenty (15-20) Youth Commission members to serve two-year terms on county commissions, boards, initiatives, and/or a group policy project. Specific effort will be made to recruit Youth Commission members who can represent the geographic, cultural, socio-economic, etc., diversity of San Mateo County youth.
- b. The Youth Commission will maintain the following standing subcommittee functions: Executive, Outreach/Publicity and Training. In addition group projects addressing specific issues raised by Commissioners and other San Mateo County youth through needs assessments (such as Alcohol Tobacco and Other Drugs (ATOD), Violence, Discrimination, Sex and Sexuality, and Mental Health) will be formed as needed.
- c. Youth Commissioners will be given the option to participate on one of two tracks; 1) Board & Commission Track: youth sit in on a County board, commission or initiative and complete an individual project; 2) Policy Project Track: youth work on a group policy project or projects impacting youth in San Mateo County.
  - 1) All Youth Commissioner attend monthly training and public meetings.
  - 2) Fishbowl forums will be conducted as needed to inform Youth Commission projects and provide insight on priorities and ideas that are important to youth in San Mateo County.
- D. 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 at the beginning of the school year and will be published broadly in the community. These public meetings will operate under Robert's Rules of Order and be bound by the Brown Act.

- E. During the Youth Commissioners monthly meetings members will work on their projects and be trained on leadership topics that can include but are not limited to:
    - 1) San Mateo County Government Organization.
    - 2) Youth Commission roles, responsibilities, and structure.
    - 3) Public Policy Strategies.
    - 4) Public speaking and facilitation.
    - 5) Outreach and publicity.
    - 6) Advocacy
    - 7) Positive Youth Development and the 41 Assets.
    - 8) Community Organizing.
  - F. Eight (8) to eleven (11) County boards, commissions, and/or initiatives will be staffed by Youth Commission representatives. The staff and the youth commission assistant of the Youth Commission will attend the board/commission meetings where youth are placed. Youth Commissioners will also provide a monthly update on the major developments of the board/commission meetings they attend during the Public Meeting.
  - G. Adults involved in commissions, boards, councils, and/or initiatives with Youth Commission members will serve as mentors and work in partnership with the Youth Commissioner. A goal will be to provide an adult mentor for each youth sitting on a County board commission or initiative as deemed appropriate by the youth and Adult Ally. Adult mentors will be strongly encouraged to attend the monthly meetings of the Youth Commission and project planning meetings as available.
  - H. 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.
  - I. 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. Adult Ally Development

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

- a. Adult allies (“mentors”) to the Youth Commission will receive specific training as needed, which will enable them to assist youth commissioners to maximize their impact in the community by way of their projects.
- b. Adult allies will receive a follow-up training as needed to support youth-adult partnerships and ensure successful roll-out of Youth Commission projects.
- c. Staff will provide individualized technical assistance to facilitate the relationship between youth commissioner and adult ally by checking-in frequently, assessing needs and engaging adult allies in training opportunities to enhance their mentoring role (such as dialogues, tailored problem solving or linkages to other adult allies).
- d. Staff will facilitate authentic youth engagement on County boards, commissions and initiatives to make the most of young people's participation by providing continued adult ally training or technical assistance to identified key players and interested members.

#### C. Evaluation

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

- a. Contractor will conduct an evaluation to determine the authenticity of youth-adult engagement on County boards, commissions and initiatives by measuring Youth Commissioners' meaningful engagement and strong relationship with an adult ally.
- b. Contractor will conduct an evaluation to determine the impact of the implementation of youth development initiatives and programs such as the Youth Commission on community and county system change and on the youth commissioner's development (i.e. where are they now, participation in community service, etc)

## II ADMINISTRATIVE REQUIREMENTS

### A. ALL PROGRAMS

- 1. 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. 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.

#### B. HEALTH PLANING AND POLICY

1. Contractor's monthly invoice for youth development initiative services;
2. A monthly report of all activities conducted in relation to youth development, adult ally development, and technical assistance to adult allies in San Mateo County, describing the groups served;
3. These reports must be submitted within ten (10) days after the end of each month.
4. An annual report at the end of the fiscal year with all evaluation survey results included.

### 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. HEALTH POLICY AND PLANNING

1. Youth Development Initiative

Goal 1: The Youth Commission shall promote systemic change that will contribute to promotion and adoption of the 41 Developmental Assets and other relevant Youth Development theory.

Objective 1: Each Youth Commissioner must work on one (1) project as a member of a specific commission, board, or initiative or the Youth Policy Track group.

Objective 2: Contractor will build connections with other youth advisory bodies (such as Redwood City 2020 Community Youth Development Initiative, Daly City Peninsula Partnership Committee, and others) to strengthen community-wide positive youth development.

- Goal 2: Contractor shall improve the external and internal assets of Youth Commission members.
- Objective 1: At least eighty-five (85%) of YDI members will report an improvement in the following external assets as a result of their participation in the program: community values youth, youth as resources, and adults as role models, as indicated by an exit interview and post-test evaluation at the end of the Youth Commission term.
- Objective 2: At least eighty-five (85%) of YDI members will report an improvement in the following internal assets as a result of their participation in the program: responsibility, sense of purpose and self esteem, as indicated by an exit interview at the end of the Youth Commission term.
- Objective 3: Youth Commissioners will receive training on a diverse array of topics (as described on Paragraph I.B.1.c. of Exhibit A) or will participate in experiential learning (e.g. attending legislative meetings in Sacramento).
- Goal 3: Participation in the program will encourage youth to continue their involvement in community service.
- Objective 1: A cohort of Youth Commission alumni will be identified. Of that cohort, eighty percent (80%) will report continued participation in community service one year after the Youth Commission term as indicated by a follow-up survey.

## 2. Adult Ally Development

- Goal 1: Adult allies will become more aware of issues facing youth and will apply this knowledge in decision-making processes on issues that affect youth and families.
- Objective 1: At least ninety percent (90%) of adult allies will report being more aware of issues facing youth at the end of the Youth Commission term as indicated by an exit interview completed at the end of the Youth Commission term.

- Objective 2: At least sixty-five percent (65%) of Adult Commissioners will report using their gained awareness in decision-making processes regarding issues that affect youth and families, as indicated by surveys or interviews conducted at the end of the Youth Commission term.
- Goal 2: The Adult Ally staff shall promote systemic change that will contribute to the promotion of positive youth development.
- Objective 1: At least seventy-five percent (75%) of adult allies will document at least one systemic change that facilitates greater partnership with young people (e.g. change in meeting structure and format, providing consistent opportunities for youth voice, engaging youth in decision-making processes).
- Objective 2: Adult allies will be offered the opportunity to receive at least one training in the following areas: Youth Development Principles (41 Developmental Assets), Genuine Youth Involvement, and How to Mentor Youth.
- Objective 3: Adult Ally and Youth Commissioner pairs will be encouraged and supported to conduct one (1) presentation on the mission and goals of the Youth Commission and an overview of Positive Youth Development to their appointed Board or Commission and/or another relevant topic.
- Goal 3: Adult Ally staff will engage, monitor and coach adult allies in effectively mentoring Youth Commissioners.
- Objective 1: Staff will engage Adult Allies in a minimum of four (4) check-ins to assess potential coaching and technical assistance opportunities.
- Objective 2: At least eighty-five percent (85%) of Adult Allies will report a satisfactory mentorship experience with a Youth Commissioner, as indicated by surveys completed at the end of the Youth Commission term.

EXHIBIT A-4  
FAMILY HEALTH SERVICES  
STARVISTA  
FY 2011 - 2012

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.

DESCRIPTION OF SERVICES

1. Community Workers

- a. Contractor shall provide eight (8) community workers, who shall be assigned to the Prenatal to Three Initiative. The community workers shall be employees of Contractor. There shall be no employer/employee relationship between the County and the community workers. Four (4) shall be assigned to the "Low-Mod" Team and four (4) to the Behavioral Health Team/AOD. If County determines that County does not want to use the services of a particular community worker, County may request Contractor to provide a different worker. County's obligation to compensate Contractor for such community worker's services shall be based on a 40-hour work week.
- b. Community workers shall be assigned to locations determined by County. Contractor shall provide a workstation at Contractor's facility with a phone. Each community worker shall have his/her own voice mailbox at the Contractor's agency. Community Workers shall comply with County and Health Department policies regarding appropriate work attire.
- c. Contractor shall provide staff supervision, including supervision regarding work performance and conduct on the job. 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.
- d. Contractor shall assure that the community workers meet minimum productivity requirements in terms of program duties and workload with input from County. "Low-Mod" community workers shall provide a minimum of twenty (20) billable encounters per week, with exceptions for participation in mental health groups, Touchpoint groups, Touchpoints

coordination, and parenting classes. With other activities, these community workers shall provide a minimum of fifteen (15) billable encounters per week. Community workers assigned to the Behavioral Health Team shall provide a minimum of fifteen (15) billable encounters per week, with exceptions for participation in other activities. With other activities, community workers on the Behavioral Health Team shall provide a minimum of ten (10) billable encounters per week. Contractor shall inform County in advance of community worker participation in non-Pre-3 activities. Meeting minimum billable encounter requirements shall be a priority over participation in non-Pre-3 activities.

- e. Contractor shall provide the community workers with an extensive orientation to the StarVista to help them become familiar with policies, procedures, and forms used by staff members.
- f. The community workers shall be fully functioning members of the Contractor's staff.
- g. 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. Contractor shall be responsible for training and expenses related to career development. County shall provide the case management forms and other forms needed and used by the community workers in relation to their job description.
- h. Contractor agrees to comply with the State Department of Health Services (DHS) regulations and policies regarding Medi-Cal Administrative Activities as outlined in the Contract between DHS and the Local Government Agency, namely County.
- i. Contractor shall provide monthly reports to County, including a brief narrative describing the community workers' activities as outlined in this Agreement, as well as a financial report showing budget to actual expenditures to date.
- j. Contractor shall meet with County a minimum of three times per fiscal year during the contract period.

## II ADMINISTRATIVE REQUIREMENTS

### A. ALL PROGRAMS

- 1. 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. 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.

## III GOALS AND OBJECTIVES

Goal 1: Clients will receive services in a timely manner.

Objective 1: Ninety percent (90%) of families will receive services within 2 weeks of referral.

Goal 2: 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 (org #61301)  
STARVISTA  
FY 2011-2012

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 THREE MILLION SIX HUNDRED THIRTY-SIX THOUSAND TWO HUNDRED TWENTY-NINE DOLLARS (\$3,636,229).

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 THOUSAND DOLLARS (\$200,000) for services provided under Exhibit A-1-1, Paragraph I.A.1. of this Agreement.

a. Assessment Services (non-MD)

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

<b>Service Type</b>	<b>2011-12</b>
Assessment, per case	\$124.00
<b>Code A8100</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>2011-12</b>
---------------------	----------------

Individual Therapy, per session	\$88.00
Code <b>90806</b>	
Group Therapy, per person, per session	\$29.00
Code <b>90853</b>	
Family Therapy, per hour; includes all members	\$90.00
Code <b>90847</b>	
Collateral, per session	\$59.00
Code <b>90887</b>	
Clinical Consultation, telephone/15 minutes	\$12.00
Code <b>X8522</b>	

- 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>2011-12</b>
Expanded Screening/Assessment Services, per assessment	\$135.00
Code <b>A8125</b>	

- 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>2011-12</b>
Psychological Testing, per evaluation	\$450.88
Code <b>T9561</b>	

## 2. Girls' Juvenile Court Program

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of FIFTY-ONE THOUSAND SIX HUNDRED TWENTY-ONE DOLLARS (\$51,621) for services provided under Exhibit A-1-1, Paragraph I.A.2. of this Agreement.

- a. Assessment Services (non-MD)

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

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

Psychological Assessment, per evaluation                      \$450.88

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

<b>Service Type</b>	<b>2011-12</b>
Assessment, per case	\$124.00
Psychological Testing Package	\$450.88
Individual Therapy, per session	\$ 88.00
Group Therapy, per person, per session	\$ 29.00
Family Therapy, per hour; includes all members	\$ 90.00
Clinical Consultation, telephone per 15 minutes	\$ 12.00

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

Notwithstanding the method of payment set forth herein, in no event shall County pay or be obligated to pay Contractor more than the sum of ONE HUNDRED EIGHTY-ONE THOUSAND DOLLARS (\$181,000) for services provided under Exhibit A-1, Paragraph I.A.3. of this Agreement.

- a. **Mental Health Services**  
For services as described in Paragraph I.A.3.d.4)a) of Exhibit A-1 County shall pay Contractor at a rate of ONE DOLLAR AND FORTY CENTS (\$1.40) per minute of service, for services that have been documented in the medical record maintained by Contractor to meet documentation requirements of the Medi-Cal program.
- b. **Crisis Intervention Services**

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

c. Case Management Services

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

4. Telephone Hot Line Services

For personnel costs as described in Paragraph I.A.4. of Exhibit A-1 County shall pay up to a maximum of ONE HUNDRED SIX THOUSAND NINETY DOLLARS (\$106,090). 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 EIGHT THOUSAND EIGHT HUNDRED FORTY DOLLARS AND THIRTY THREE CENTS (\$8,840.33).

5. Early Childhood Community Team

Contractor shall receive a maximum of ONE HUNDRED EIGHT-SEVEN THOUSAND THIRTY SIX DOLLARS (\$187,036) for the implementation of the "Early Childhood Community Team." This amount shall include the following:

Payment and Direct Service Rates

1. Contractor shall provide services as described in Exhibit A-1 Paragraph I E, to Medi-Cal eligible beneficiaries, clients who are covered by the Healthy Families Program or the Healthy Kids Program. Unless otherwise authorized by the Chief of the Health System or the Chief's designee, the payments shall be made according to the following rates:

- a. For Case Management and Direct Clinical Services described in Paragraph A.3.k.ii. of Exhibit A-1, County shall pay Contractor at the rate of TWO DOLLARS AND TWO CENTS (\$2.02) per minute and TWO DOLLARS AND SIXTY-ONE CENTS (\$2.61) per minute, respectively, not to exceed ONE HUNDRED THOUSAND ONE HUNDRED NINETY-SIX DOLLARS (\$100,196).

## 2. Indirect Services Rates

For Indirect Services described in Paragraph C.3.k.iii. of Exhibit A-1, County shall pay Contractor at the rate of ONE DOLLAR AND THREE CENTS (\$1.03) per minute, not to exceed EIGHT-SIX THOUSAND EIGHT HUNDRED FORTY DOLLARS (\$86,840).

6. In any event, the maximum amount County shall be obligated to pay for services rendered under Exhibit A-1 Paragraph I.A., of this Agreement shall not exceed SEVEN HUNDRED TWENTY-FIVE THOUSAND SEVEN HUNDRED FORTY-SEVEN DOLLARS (\$725,747) for the contract term.

## 7. Monthly Reporting

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

## 8. 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.

9. County May Withhold Payment

Contractor shall provide all pertinent documentation required for federal Medi-Cal reimbursement (including initial and quarterly notices, assessment and service plans, and progress notes). Documentation shall be completed in compliance with the County Documentation Manual (as defined in Paragraph I.A of Exhibit A-1). The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of BHRS of the Health System.

10. In the event of a decrease in the State Maximum Allowance (SMA) for services provided pursuant to this Agreement, Contractor agrees to either accept rate(s) not to exceed the SMA or to discontinue provision of these services as of the effective date for the new rate(s). In the event that the SMA is less than the rate(s) established in this Agreement, it is agreed the rate(s) will be changed to the SMA. In no event shall the compensation rate(s) for services under this Agreement exceed the SMA.
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 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 Paragraph A1, 13 of Exhibit A-1 relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

## 12. 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.



13. 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.
14. 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.
15. 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.
16. 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"  
BHRS – ALCOHOL AND OTHER DRUG SERVICES  
STARVISTA  
FY 2011-2012

In full consideration of the services provided by Contractor, County shall pay Contractor as follows:

I. ALCOHOL AND DRUG TREATMENT AND RECOVERY SERVICES

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 THREE MILLION SIX HUNDRED THIRTY-SIX THOUSAND TWO HUNDRED TWENTY-NINE DOLLARS (\$3,636,229).

B. FIXED RATE PAYMENTS

In full consideration of the funded alcohol and drug treatment and recovery services provided to clients who lack the necessary resources to pay for all, or part of these services themselves, the County will pay Contractor the total contract amount in twelve (12) monthly payments in a manner as outlined in the chart below. Upon timely submission of reports as outlined in the Alcohol and Other Drug Services (AOD) Policy and Procedure Handbook, the County will pay Contractor's monthly payment within (thirty) 30 days.

Services	Funding Amount	Monthly Funding Amount	Rate	Units Of Service per FY	# clients to be served	Slots
NRC Insights Outpatient Treatment	\$147,086	\$12,257	\$45.50	3232	40	8
Insights County Funded OP	\$23,624	\$1,969	\$45.50	1075	11	3
Camp Glenwood	\$44,133	\$3,678	\$45.50	970	10	3
MHSA GIRLS Program	\$88,000	\$7,333	\$45.50	1934	6	2
MHSA GIRLS/COD	\$46,289	\$3,857	\$45.50	1017	4	1
Cal WORKS WEC	\$181,541	\$15,128	\$185.50	979	19	4
Sobering Station	\$278,349	N/A	\$37.43	7436		
2010 Adolescent Outpatient	\$29,613	\$2,468	\$37.43	791		
MCE OP Match	\$292,430	\$24,370				
<b>TOTAL</b>	<b>\$1,131,065</b>	<b>\$71,060</b>				

CalWORKS

In providing its services and operations, Contractor will maintain

compliance with requirements of the AOD Policy and Procedure Manual including additions and revisions, incorporated by reference herein. In full consideration of the CalWORKS services provided through the Women's Enrichment Center by Contractor, the maximum County shall pay Contractor for Day Treatment Services is \$181,541.

As of July 1, 2011, any reduction to the CalWORKS Mental Health Substance Abuse Allocation will result in a reduction in the Contractor's funding maximum by the amount of the CalWORKS reduction. Any such funding reduction shall first be taken from the county funding.

1. Reporting Requirements and Outcomes Data Collection for Clients Funded by CalWORKS  
Contractor shall collect the following information and report it on a monthly basis: the client's name, DOB, DAISY ID#, CalWORKs/CalWIN#, Medi-Cal/BIC# (if applicable), case worker name, admission date, discharge date, the number of visit days, staff hours including individuals and group visits, and the referring agency.
- 2 Contractor shall collect the following outcomes data on each client exiting treatment, and report it on a quarterly basis:
  - i. Employment status
  - ii. Housing status
  - iii. Status of current alcohol or other drug use.

The maximum fixed rate amount County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE MILLION ONE HUNDRED THIRTY-ONE THOUSAND SIXTY-FIVE DOLLARS (\$1,131,065). Contractor shall be paid in twelve monthly payments of SEVENTY-ONE THOUSAND SIXTY DOLLARS (\$71,060). In addition to the Sober Station amount of \$278,349 paid bi- annually in July and January.

C. MCE/SHORT DOYLE MEDI-CAL MATCH AND FEDERAL FINANCIAL PARTICIPATION (FFP)

1. MCE Rates  
MCE service reimbursement requires unmatched local or state funding to match federal funds. This funding has been identified as "MCE County Match" within this Agreement. Federal reimbursement is based on current published Federal Financial Participation (FFP) rates. Rates shall be established subsequent to the agreement and shall be communicated to Contractor through an administrative memorandum that will be an attachment to the agreement.
2. MCE Maximum  
MCE services described in Exhibit A, Section I.B.3 shall be funded

by County match (50%) and by the Federal Financial Participation (50%). The 50% County match is included in the fixed rate payments. The FFP maximum shall not exceed TWO HUNDRED NINETY-TWO THOUSAND FOUR HUNDRED THIRTY DOLLARS (\$292,430) for the period July 1, 2011 through June 30, 2012. The FFP shall be paid on a fee-for-service format based upon monthly invoices provided by the Contractor. FFP payments shall be 50% of the rates for MCE services. The maximum payment for MCE services, including both the County match and the FFP, shall not exceed FIVE HUNDRED EIGHTY-FOUR THOUSAND EIGHT HUNDRED SIXTY DOLLARS (\$584,860).

3. MCE Reporting and Reconciliation

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

1. Total units of service
2. Services delivered

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

Reports and invoices shall be sent to:

AOD Program Analyst  
400 Harbor Blvd, Building E  
Belmont, CA 94002

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

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

4. Billing

MCE services will be billed and reimbursed in accordance with the AOD Policy and Procedure Handbook and the BHRS Documentation Handbook. County funded MCE match is paid on a fixed rate basis and will be reconciled to the actual service billed on

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

5. MCE Disallowances

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

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

D. VARIABLE RATE /FEE FOR SERVICE

In full consideration of the fee for service funded alcohol and drug treatment services provided to individuals who lack the necessary resources to pay for all, or part of these services themselves and are referred by the County, the County shall pay for such services rendered under this Agreement. Payment shall not exceed the aggregate amounts stated in Section 3. Payments – Maximum Amount, in the main body of this Agreement.

**July 1, 2011 through June 30, 2012**

<b>Funding Source</b>	<b>Service</b>	<b>Unit Rate</b>
CDCI , DCP, and Cal-EMA Grant Funded Services*	Individual / Group Session	\$ 50.00 Per Staff Hour
	Day Treatment	\$120.00 Per Day
	Aftercare	\$ 40.00 Per Hour
	Drug Testing	\$ 30.00 Per Screen

Ryan White	Outpatient	\$ 50.00 Per SAH
	Day Treatment	\$ 120.00 Per Day
Achieve 180	Outpatient Tx	\$ 50.00 Per SAH
	Day Treatment	\$120.00 Per Day

1. CDCI , DCP, and Cal-EMA Grant Funded Services

Services shall be as follows:

a. Outpatient Treatment Services

- i. One (1) hour individual and/or group counseling session provided for CDCI/DCP/Cal-EMA funded outpatient alcohol and drug treatment and recovery services.
- ii. Day Treatment Services per individual for each visit day provided for CDCI/DCP/Cal-EMA funded alcohol and drug day treatment and recovery services.
- iii. Aftercare Treatment Services per individual for each one (1) hour group counseling session provided for CDCI/DCP/Cal-EMA funded aftercare alcohol and drug treatment and recovery services.
- iv. CalEMA funding term is July 1, 2011 through December 31, 2011.

b. Drug Testing

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

E. NON-REIMBURSABLE SERVICES

In accordance with the AOD Policy and Procedure Handbook, DUI/DEJ services are a non-reimbursable service. DUI/DEJ administrative fees must be approved by the County Health Services Agency Director.

1. First Offender Programs

Contractor shall remit monthly to the County Alcohol and Other Drug Services Administrator a eight percent (8%) administrative fee for FOP of the gross revenues received, less refunds to participants, amount of any participant checks returned for insufficient funds, fees charged to Contractor for returned checks, and State administrative fees for the FOP.

2. Deferred Entry of Judgment

Contractor shall remit monthly to the County Alcohol and Other Drug Services Administrator a five percent (5%) administrative fee of the gross revenues received, less refunds to participants, amount of any participant checks returned for insufficient funds, fees charged to Contractor for returned checks, and collections for drug testing for the DEJ program.

- F. In any event, the maximum amount County shall be obligated to pay for services rendered under Exhibit A-2 of this Agreement shall not exceed TWO MILLION TWO HUNDRED TWENTY-FIVE THOUSAND SIX HUNDRED SEVENTY THREE DOLLARS (\$2,225,673) for the contract

term.

G. REQUIRED FISCAL DOCUMENTATION

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

H. CONTRACT AMENDMENTS

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.

I. EARLY TERMINATION

In the event this Agreement is terminated prior to June 30, 2012, 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.

J. ANTICIPATED CHANGE IN REVENUE

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

K. CLAIMS/INVOICE CERTIFICATION AND PROGRAM INTEGRITY

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

The claim must include the following language and signature line at



the bottom of the form(s) and/or cover letter used to report the claim.

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

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

Signed \_\_\_\_\_ Title \_\_\_\_\_  
Agency \_\_\_\_\_"

EXHIBIT B-3  
HEALTH POLICY AND PLANNING (Org #55521)  
STARVISTA  
FY 2011 - 2012

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 THREE MILLION SIX HUNDRED THIRTY-SIX THOUSAND TWO HUNDRED TWENTY-NINE DOLLARS (\$3,636,229).

B. YOUTH DEVELOPMENT INITIATIVE AND ADULT ALLY DEVELOPMENT

Contractor shall receive a maximum of ONE HUNDRED FOURTY SIX THOUSAND FOUR HUNDRED FORTY ONE DOLLARS (\$146,441) for services provided July 1, 2011 - June 30, 2012. Invoices shall be monthly, for actual expenses incurred. Contractor will be reimbursed for net cost of providing the herein described programs as outlined in Paragraph I.B. of Exhibit A-3.

EXHIBIT B-4  
FAMILY HEALTH SERVICES DIVISION (Org #62810)  
STARVISTA  
FY 2011 - 2012

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 THREE MILLION SIX HUNDRED THIRTY-SIX THOUSAND TWO HUNDRED TWENTY-NINE DOLLARS (\$3,636,229).
- B. Total funding for services outlined in Exhibit A-4 shall not exceed FIVE HUNDRED THIRTY-EIGHT THOUSAND THREE HUNDRED SIXTY-EIGHT DOLLARS (\$538,368) for the term July 1, 2011 to June 30, 2012.
  1. 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, Paragraph 1, or FOURTY FOUR THOUSAND EIGHT HUNDRED SIXTY-FOUR DOLLARS (\$44,864), payable at the end of each month beginning July 31, 2011.
  2. Contractor shall submit all invoices for the eight community workers by the 15<sup>th</sup> of the month for services delivered in the previous month utilizing the invoice form provided by the County. The original of the invoice should be mailed to Accounting Department/Family Health Services, San Mateo County Health System, 2000 Alameda de las Pulgas, Suite 200, San Mateo, 94403. Upon County's receipt of Contractor's invoice, County will make good faith efforts to process the invoice in a timely manner.

**Exhibit C - Contractor's Budget**  
**STAR VISTA (formerly YOUTH AND FAMILY ENRICHMENT SERVICES)**  
**FY 2011-2012**

		AMOUNT
<b>REVENUES</b>		
BHRS Mental Health		
Mental Health Services	200,000.00	
Girls' Juvenile Court Program	51,621.00	
Child and Family Treatment Collaborative	181,000.00	
Telephone Hotline Services	106,090.00	
Early Childhood Community Team (ECCT)	187,036.00	
Total BHRS Mental Health		725,747.00
AOD - ALCOHOL AND OTHER DRUG SERVICES		
Flat Rate	1,131,065.00	
Fee For Service	292,430.00	
Aggregate Amount (Shared over All AOD Treatment Programs)	802,178.00	
Total AOD		2,225,673.00
Health Policy and Planning		
Youth Development Initiative and Adult Ally Development	146,441.00	146,441.00
Family Health Services Division		
Community Workers	538,368.00	538,368.00
<b>Total Revenues</b>		<b>3,636,229.00</b>
<b>EXPENSES</b>		
<b>Labor</b>		
Clinicians		
Taxes and Benefits		
Total Labor		2,908,983.20
<b>Non-labor</b>		
Supplies/Telephone/Postage/Printing		
Mileage		
Meeting Food Costs		
Rent		
Consultants/Trainings		
Employee costs		
Indirect		
Total Non-Labor		727,245.80
<b>Total Expenses</b>		<b>3,636,229.00</b>

*Note:*

*Labor expenses were estimated at 80% of total expenses and non-labor were 20%.*

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

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

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

Option One

Our agency will bill other insurance, and provide San Mateo County Mental Health Services (SMCMHS) with a copy of the Explanation of Benefits provided by that insurance plan before billing SMCMHS for the remainder.

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

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

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

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

Option Two

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

We StarVista (agency name) elect option two.

Michael Garb  
Signature of authorized agent

Michael Garb  
Name of authorized agent

650-591-9623  
Telephone number

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

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

## Attachment D - Payor Financial Form

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

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

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

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

<b>Health Plan or Insurance Company (Not employer)</b> Name of Company _____ Street Address _____ City _____ State _____ Zip _____ Insurance Co. phone number _____	Policy Number _____ Group Number _____ Name of Insured Person _____ Relationship to Client _____ Social Security Number of Insured Person _____ (if other than client)
<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 Medi-Care and/or my insurance plan, including any services provided under 26.5. I authorize payment of healthcare benefits to San Mateo County Mental Health.

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

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

Name of Interviewer      Phone Number      Best Time to Contact

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

ENTERED BY	San Mateo County Mental Health Services Use Only CLIENT ACCOUNT #	DATA ENTRY DATE
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**MEDI-CAL AND HEALTHY FAMILIES/HEALTHY KIDS/HEALTH WORKS ELIGIBILITY**

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

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

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

**Note:**

Click on Back - to return to Transaction Services screen

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

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

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

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

**Note:**

Click on Back - to return to Transaction Services screen

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

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

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

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



ATTACHMENT 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 Street, Suite 212

Street Address or P.O. Box

San Carlos, CA 94070

City, State, Zip Code

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

M. Gals

Signature

CEO

Title of Authorized Official

8/22/11

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."

ATTACHMENT J

**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

Michael Garb

Signature of Authorized Official

Michael Garb

Name (please print)

CEO

Title (please print)

8/22/11

Date