

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND STARVISTA

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

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of Child and Adolescent Hotline Prevention Program (CAHPP) with an active 24/7 Hotline to provide easy access to services for childhood and adolescent issues, ages 0 – 18 years

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

1. Exhibits and Attachments

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

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit B1- FY 2015-17 Budgets- Hotline
- Exhibit B2- FY 2015-17 Budgets- Lucky Kids Club
- Exhibit C- Fingerprinting Form
- Exhibit D- Child Abuse Reporting Requirement
- Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, B1 and B2, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B, B1 and B2. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **ONE MILLION TWO HUNDRED THIRTY THOUSAND NINETY TWO HUNDRED DOLLARS (\$1,230,092)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 1, 2015 through June 30, 2017**.

5. Termination; Availability of Funds

This Agreement may be terminated by Contractor or by the Director of the Human Services Agency or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

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

8. Hold Harmless

a. General Hold Harmless

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

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

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

b. **Intellectual Property Indemnification**

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

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

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

9. Assignability and Subcontracting

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

10. **Payment of Permits/Licenses** Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

11. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

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

☒ Comprehensive General Liability...	\$1,000,000
☒ Motor Vehicle Liability Insurance...	\$1,000,000
☒ Professional Liability.....	\$1,000,000

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

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

12. Compliance With Laws

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

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

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

13. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- ☒ Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- ☐ Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or Section 12, above. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

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

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

14. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies

that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

15. Retention of Records; Right to Monitor and Audit

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

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

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

16. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

17. Controlling Law; Venue

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

18. Notices

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

In the case of County, to:

Name/Title: Loc Nguyen, DrPH, MSW,
Director, Children and Family Services
Address: 1 Davis Drive, Belmont, CA 94002
Telephone: 650.802.3390
Facsimile: 650.598-9785
Email: lnguyen@smcgov.org

In the case of Contractor, to:

Name/Title: Dr. Sarah Larios Mitchell, Chief Executive Officer
Address: 610 Elm Street, Suite 212 San Carlos, CA 94070,
Telephone: 650.591.9623
Facsimile: 650.591.9750
Email: smitchell@stavista.org

19. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

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

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

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

STARVISTA

Dr. Sara Larios Mitchell, Chief Executive Officer



Contractor's Signature

Date: 5/19/15

CAHPP- Scope of Services

In consideration of the payments set forth in Exhibit B, B1 and B2, Contractor shall provide the following services:

A. Description of Services:

I. Extensive outreach that will emphasize the program concept of identifying children, youth and early adolescents presenting with concerning behavioral issues, and include the CAHPP goals and objectives of offering a brief screen and identification of concerning behaviors, together with the phone/text/email contact information throughout:

- San Mateo County Elementary, Middle School systems and San Mateo County Office of Education,
- San Mateo County teaching organizations
- Parenting Organizations including Parenting Project and PTAs
- SMC Human Services Agency
- SMC Probation Department
- SMC Health Department with a focus on pediatricians and children's healthcare
- SMC Behavioral Health and Recovery Services
- SMC BHRS Alcohol and other Drug Services
- Pediatricians and children's healthcare
- Youth Mental Health First Aid
- Family Resource Center Programs
- School, Police and Community Collaborative-East Palo Alto
- County Office of Education (COE) Coordinator/Liaisons

II. A dedicated CAHPP Hotline, 650-567-KIDS, has been assigned, and phone, text and email coverage will be available 24/7, 365 days per year. A phone/text/email to the CAHPP Hotline will result in:

- Mental Health Clinician's direct contact with the referral source within 24 – 48 hours, Mental Health Clinician's screen of presenting issue(s), and a referral to service providers if appropriate and warranted,
- Mental Health Clinician's direct contact with the child, youth/adolescent and family, for a screen and evaluation with direct referral
 - ❖ -to service providers if appropriate and warranted,
 - ❖ for brief therapeutic sessions with Mental Health Clinicians followed by a referral to service providers if appropriate and warranted,
 - ❖ to a CAHPP Child Aide for primary intervention program designed for low-moderate at-risk children.
- Weekly follow-up tracking
 - ❖ utilization of referrals,
 - ❖ engagement with referrals,
 - ❖ outcomes attributable to services provided by referrals.

Hours of Service:

- For FY 2015-16, 50% of allocated funds will be used to support the Hotline managed by the licensed Program Manager, and 3 licensed or license eligible Mental Health Clinicians (1 acting in a Coordinator role as well) for an annual total of 7,852 staff available hours.
- For FY 2015-16 50% of allocated funds will be used to support the StarVista Lucky Kids Club program. This program is being expanded to add two more child aides. It is staffed by 8 full time, expertly trained Child Aides (six of whom are bilingual) for an annual total of 1,288 staff available hours.
- Supervision, agency/administrative support and collaboration, extensive training for all staff, computer access, hotline access, office space, office supplies, screening materials, curriculum, and the development of a data system collecting all of the facts relevant to the performance measure will be provided.

B. Reporting Requirements:

StarVista will submit a quarterly report by the 10th day following each quarter, reflecting the performances measures outlined above as follows to **Natasha Bourbonnais, Program Manager, 1 Davis Drive, 2nd Floor, Belmont, CA 94002:**

FY 2015-16

October 10, 2015
January 10, 2016
March 10, 2016
July 10, 2016

FY 2016-17

October 10, 2016
January 10, 2017
March 10, 2017
July 10, 2017

C. Monitoring Requirements for Contract:

San Mateo County Board of Supervisors approved Measure A funds to support a “Healthy and Safe Community”, by funding prevention and early intervention services for youth at risk of abuse, trauma, and mental illness. The San Mateo County Board of Supervisors have established a number of performance measures to track outcomes. The following is a list of the performance measures applicable to StarVista’s CAHPP, and StarVista’s CAHPP will develop a data system that will track the above performance measures by gathering the italicized data:

- Knowledge about and recognition of mental health problems by school personnel and student peers
 - ❖ Number and Identification of source of the Hotline calls, texts, emails received by CAHPP (teachers, parents, doctors, case managers, peers, etc.)
 - ❖ Response time for hotline calls/texts/emails
 - ❖ Identification of specific Referral so Number of follow-up calls/texts/emails to determine efficacy of referral and engagement in services
- Percentage of school personnel referring students with emotional issue
 - ❖ Number and Identification of source of the Hotline calls, texts, emails received by CAHPP (teachers, parents, doctors, case managers, peers, etc.)
 - ❖ Identification of specific Referrals
 - ❖ Follow-up for engagement in services

- Percent of students exhibiting positive student behaviors and
- Number of youth successfully completing treatment
 - ❖ Percent of students exhibiting an increase in positive behaviors as evaluated by referral source and another outside measure (teacher, parent, family member, etc.)
 - ❖ For children working with CAHPP child aides, StarVista CAHPP program will collect participant data information and improvement will be tracked through
 - ✓ the Walker Survey (WSI), a 19 item behavior rating scale,
 - ✓ the Walker-McConnell Scale (WMS), a 43 item scale,
 - ✓ number of students who complete program.
- Percent of students that receive timely outpatient behavioral health services
 - ❖ Number of referrals to outpatient behavioral health services
 - ❖ Follow-up on engagement in outpatient behavioral health services
- Percent of school districts that are being supported in meeting the behavioral health needs of students
 - ❖ Number of schools and school districts participating in Lucky Kids Club
- To measure improved client outcomes after calling the hotline, we will develop a questionnaire including the following questions:
 - ❖ On a scale of 1-5, how has this call reduced your stress, 1 being very little and 5 being greatly?
 - ❖ If the caller has simply asked about resources,, the question will be: How much did this call improve your awareness of resources, 1 being very little and 5 being greatly

	Performance Measures			
Measure	FY 2013-2014 Actual (January 2014- June 2014)	FY 2014-2015 Mid Year Actual	FY 2015-2016* Forecast	FY 2016-2017 Forecast
Number of hotline contacts	202	295	600	750
Number of hotline follow-ups	785	664	1400	1600
Number and percent of referrals given	111/55%	144 / 57%	390 / 65%	525/70%
Number and percent of services received of total referred	21/18%	21 / 15%	98 / 25%	158/30%
Percent of students exhibiting increased positive student behaviors after participating in the Lucky Kids Club	67%	79%	70%	75%
Percent of improved client outcomes after the hotline call (reduced stress and increased awareness of resources)	--	--	In development	In development

Rates and Payments

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

1. County shall pay Contractor monthly for actual cost, incurred as shown in the Exhibit B1 and B2 (Contractor's Budget) upon receipt of itemized invoices. Cost will not exceed **SIX HUNDRED EIGHT THOUSAND NINE HUNDRED FIFTY SIX DOLLARS, (\$608,956) FOR FY 2015-16 and SIX HUNDRED TWENTY ONE THOUSAND ONE HUNDRED THIRTY SIX DOLLARS (\$621,136) for FY 2016-17**. Payments will be made within thirty (30) working days upon receipt of Contractor's invoice.
2. County may withhold all or part of the Contractor's total payment if the Human Services Agency Director or his/her designee determines reasonably that Contractor has not satisfactorily performed the services described in Exhibit A.
3. In no event shall the total exceed **ONE MILLION TWO HUNDRED THIRTY THOUSAND NINETY TWO HUNDRED DOLLARS, (\$1,230,092)** for the term of the Agreement.
4. Invoices shall be sent to:

San Mateo County Human Services Agency
Natasha Bourbonnais Program Manager
1 Davis Drive, 2nd floor
Belmont, CA 94002
5. All payments under this agreement must directly support services specified in this the agreement. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
6. Provision of services is subject to availability of County, Federal or State Funds and acceptable program performance. In the event that the County does not receive the adequate funding from the County, Federal or State, the contract may be re-negotiated and/or rescinded.
8. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without the thirty (30) day waiting period, upon County's written notice with justification to Contractor.

StarVista
Youth Focused 24 Hour Hot Line
Budge FY2015-16

Fiscal Year 2015-2016- Hotline

Exhibit B1

Revenue

Measure A	304,478
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Personnel

Program Director	39,866
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Clinical Director	3,023
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Hotline mental health clinician/ Coordinator	50,304
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Hotline mental health clinician Bilingual	47,621
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Hotline mental health clinician	46,112
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Supervision	11,334
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Subtotal salary	198,260
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Benefits	45,600
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Total salary and benefits	243,860
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Operating

Rent	10,900
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Office Supplies	1,800
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Postage	121
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Mileage	3,000
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Training	1,000
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Cell Phones, Database and Landline Telephone	1,200
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Materials/Printing	600
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Subtotal operating	18,621
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Indirect	41,997
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Total Costs	304,478
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StarVista
Youth Focused 24 Hour Hot Line
Budget FY 2016-17

Exhibit B1

Fiscal Year 2016-2017

Revenue

Measure A	310,568
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Personnel (3% COLA for 3 Clinicians)

Program Director	39,865
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Clinical Director	3,023
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Hotline mental health clinician/ Coordinator	51,813
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Hotline mental health clinician Bilingual	49,046
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Hotline mental health clinician	47,495
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Supervision	11,335
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Subtotal salary	202,577
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Benefits	46,593
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Total salary and benefits	249,170
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Operating

Rent	10,900
------	--------

Office Supplies	1,800
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Postage	121
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Mileage	3,000
---------	-------

Training	1,000
----------	-------

Cell Phones, Database and Landline Telephone	1,200
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Materials/Printing	540
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Subtotal operating	18,561
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Indirect	42,837
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Total Costs	310,568
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0

StarVista
School based - Lucky Kids Club
Budget FY 2015-16

Fiscal Year 2015-2016 Lucky Kids Club

Exhibit B2

Revenue

Measure A	304,478
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Expenses

Personnel

Program Manager	19,933
-----------------	--------

Department Director	4,535
---------------------	-------

1 Lead Child Aid 40 hrs * \$14.50	21,430
-----------------------------------	--------

6 Child Aides bilingual 40 hrs * \$14.22	126,094
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1 Child Aide 40 hrs * \$13.50	19,952
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Subtotal Salary	191,944
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Benefits	44,147
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Total salaries and benefits	236,091
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Operating

Office and Program Supplies	4,000
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Telephone/Internet/Database	3,400
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Printing/Stationary	1,000
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Postage	200
---------	-----

Mileage Reimbursement	4,000
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Food Costs for Meetings	1,000
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Rent	10,500
------	--------

Training	1,000
----------	-------

Recruitment	390
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Health Screen/-Employees/Fingerprinting	900
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Subtotal operating	26,390
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Indirect	41,997
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Total Costs	304,478
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(0)

StarVista
School based - Lucky Kids Club
Budget FY 2016-17

Fiscal Year 2016-2017 Lucky Kids Club

Exhibit B2

Revenue

Measure A	310,568
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Expenses

Personnel (3% COLA for Child Aides)

Program Manager	19,932
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Department Director	4,535
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1 Lead Child Aid 40 hrs * \$14.50	22,080
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6 Child Aides bilingual 40 hrs * \$14.22	129,819
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1 Child Aide 40 hrs * \$13.50	20,558
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Subtotal Salary	196,924
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Benefits	45,293
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Total salaries and benefits	241,838
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Operating

Office and Program Supplies	4,000
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Telephone/Internet/Database	2,587
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Printing/Stationary	1,000
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Postage	200
---------	-----

Mileage Reimbursement	4,000
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Food Costs for Meetings	1,000
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Rent	10,500
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Training	1,000
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Recruitment	406
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Health Screen/-Employees/Fingerprinting	1,200
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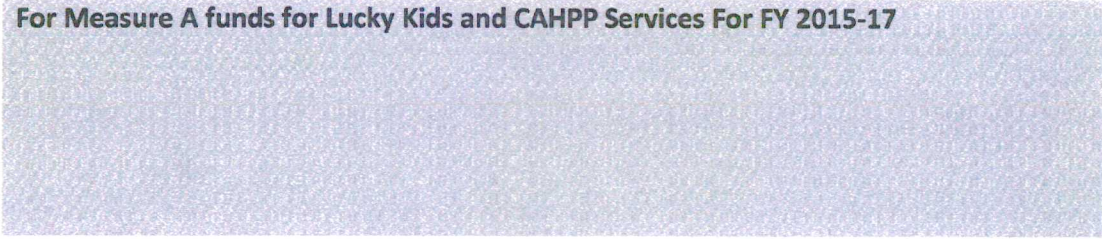
Subtotal operating	25,893
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Indirect	42,837
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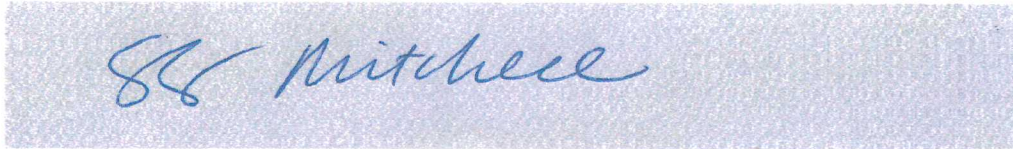
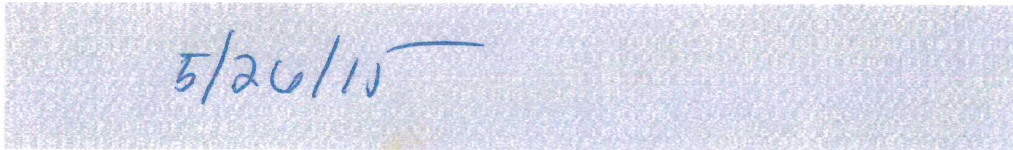
Total Costs	310,568
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0

County of San Mateo - Fingerprinting Certification Form

DATE: 5/22/2015**AGREEMENT WITH:** StarVista**FOR:** For Measure A funds for Lucky Kids and CAHPP Services For FY 2015-17


Contractor agrees 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 contractors employees, assignees and subcontractors or volunteers have contact.

NAME: Sara Larios Mitchell, Ph.D., MACP**TITLE:** Chief Executive Officer**SIGNATURE:** **DATE:** 

Child Abuse Prevention and Reporting

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, Cal Pen Code 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the county to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

- A. A requirement that all employees, consultants, or agents performing services under this contract who are required by the Penal Code to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
- B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under the Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) 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, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.

ATTACHMENT I

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

The undersigned (hereinafter called "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.

Name of 504 Person:

Lillian Doherty

Name of Contractor(s):

StarVista

Street Address or P.O. Box:

610 Elm Street, Suite 212

City, State, Zip Code:

San Carlos, CA 94070

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

Signature:

Lillian Doherty

Title of Authorized Official:

HR Mgr.

Date:

5/20/15

*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."

County of San Mateo ~ Insurance Certification Questionnaire

Contractor Name: StarVista

Contractor Number: [Click here to enter text.](#)

Date this Form Was Completed: 5/8/2015

Name of Person Completing Form: Nalini Nath

1. Does the contractor carry \$1,000,000 or more in comprehensive general liability insurance? <i>(For Health System only, does the professional (MD, psychologist, nurse) work in a hospital setting where the facility will cover the general liability?)</i>	☒ YES	☐ NO*
2. Does the contractor travel by car to provide contract services?	☒ YES	☐ NO
a) If yes, does the contractor carry \$1,000,000 or more in motor vehicle liability insurance?	☒ YES	☐ NO*
3. Does the contractor have 2 or more employees?	☒ YES	☐ NO
a) If yes, does the contractor carry statutory limits (see handbook) for Workers' Compensation insurance?	☒ YES	☐ NO*
4. Is this a contract for professional services (state certification, architect, accountant, physician, etc.)?	☐ YES	☒ NO
a) If yes, does the contractor carry professional liability insurance?	☐ YES	☐ NO*
5. Did you make any changes to the Hold Harmless clause in the contract template?	☐ YES	☒ NO
a) If yes, did Risk Management and County Counsel approve changes to the contract template?	☐ YES	☐ NO*
6. Is San Mateo County named as the certificate holder / additional insured?	☒ YES	☐ NO*

If "No*" is checked in any of the red asterisk boxes (#1, #2a, #3a, #4a, #5a, or #6) – call Risk Management for further instructions...otherwise, this form is complete. Attach the completed form to the insurance certificate and keep both documents with the contract packet.

COMMENTS:

Section below is for Risk Management authorization – send to Risk Management **ONLY IF INSTRUCTED TO DO SO**

Risk Management has reviewed and approved modification or waiver of insurance requirements for this contract.

Risk Management Signature: [Click here to enter text.](#)

Date: [Click here to enter a date.](#)



CERTIFICATE OF LIABILITY INSURANCE

STARVIS-01

HBCT08

DATE (MM/DD/YYYY)

7/3/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0564249 Heffernan Insurance Brokers 1460B O'Brien Drive Menlo Park, CA 94025		CONTACT NAME: PHONE (A/C, No, Ext): 1 (650) 842-5200 FAX (A/C, No): 1 (650) 842-5201 E-MAIL ADDRESS:		
INSURED StarVista 610 Elm Street, #212 San Carlos, CA 94070		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A : Nonprofits Insurance Alliance of California		011845
		INSURER B : Care West Insurance Company		10520
		INSURER C :		
		INSURER D :		
		INSURER E :		
		INSURER F :		

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ GENERAL LIABILITY	X		201414280NPO	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 1,000,000
	☒ COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person) \$ 20,000
	☒ Sexual Misconduct						PERSONAL & ADV INJURY \$ 1,000,000
	☒ Included						GENERAL AGGREGATE \$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG \$ 2,000,000
	☐ POLICY ☐ PRO-JECT ☒ LOC						\$
A	☒ AUTOMOBILE LIABILITY			201414280NPO	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ ANY AUTO						BODILY INJURY (Per person) \$
	☐ ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
							\$
A	☒ UMBRELLA LIAB ☒ OCCUR			201414280UMBPO	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 5,000,000
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE \$ 5,000,000
	☐ DED ☒ RETENTION \$ 10,000						\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	Y/N	N/A	W11407001211	7/1/2014	7/1/2015	☒ WC STATU-TORY LIMITS ☐ OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)						E.L. EACH ACCIDENT \$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
							E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Director's & Officer			201414280DONPO	7/1/2014	7/1/2015	Limit 1,000,000
A	Professional Liab			201414280NPO	7/1/2014	7/1/2015	Agg:\$2M/Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: As Per Contract or Agreement on File with Insured.

Certificate Holder is named as Additional Insured with respect to services provided by the Named Insured.

CERTIFICATE HOLDER**CANCELLATION**

County of San Mateo* Human Services Agency
Children & Family Services
262 Harbor Blvd, Bldg A
Belmont, CA 94002

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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