

**Valley Mountain Regional Center  
OPS Independent Contractor Contract**

This OPS Independent Contractor Contract ("Contract") is entered into this 15th day of October 2021, in the City of Stockton, County of San Joaquin, State of California, by and between Valley Mountain Regional Center, Inc. ("Center") and University of New Hampshire, Institute on Disability ("Contractor"). Each party to this Contract shall be referred to individually as "Party" and collectively as "Parties." This Contract shall be effective on and after the date in which both Parties sign it ("Effective Date").

**RECITALS**

- A. WHEREAS, pursuant to Section 4648 of the California Welfare and Institutions Code, Center is authorized to, pursuant to vendorization or a contract, purchase services or supports for its Consumers from any individual or agency which Center determines will best accomplish all or any part of its Consumers' program plans.
- B. WHEREAS, Contractor has agreed to provide **Consultation and Technical Assistance , (START Clinical Team)**
- C. WHEREAS, Center and Contractor desire to define the terms and conditions pursuant to which Contractor will provide services; (remote and in-person) Remote Consultation Objective: Conduct consultation and technical assistance meetings via video conference on a regular basis. These meetings will include review of TA and/or training agenda, access to START tools, and consultation on regional specific topics, meetings with local and other stakeholders. On Site Consultation Objective: CSS Project Director will conduct on-site consultation and training in each year of the project to focus on implementation and training on the START Model. CSS Project Facilitation staff will conduct regular visits for each year of the project. These visits are to provide targeted training and support the development of the community-based infrastructure including materials, planning, preparation, and implementation of the program. In the event of travel restrictions, on-site consultation may be provided virtually. This will include work with local entities and providers as needed.
- D. NOW, THEREFORE, for valuable consideration, including the promises and payments described herein, the Parties agree as follows:

**AGREEMENT**

- 1. **Truth of Recitals and Representations.** The Parties hereby acknowledge the truth of the Recitals set forth above and agree that the facts recited are conclusively presumed to be true as between the Parties and their successors in interest pursuant to Section 622 of the California Evidence Code. Contractor further affirms that all fiscal and other documentation submitted to Center in conjunction with the negotiation and preparation of this Contract is complete and accurate to the best of Contractor's knowledge, supported by records and source documents, prepared in accordance with all instructions provided by Center, and subject to review pursuant to any audit by Center, DDS and/or the State of California.
- 2. **Definitions.** This definitions set forth in Title 17 of the California Code of Regulations shall apply to this Contract. The following terms, some of which are taken there from, are specifically utilized in this Contract.
  - A. "Consumer" means an individual who has been determined by Center to meet the eligibility criteria of Section 4512(a) of the California Welfare and Institutions Code and

Sections 54000, 54001 and 54010 of Title 17 of the California Code of Regulations, and for whom Center has accepted responsibility.

B. “DDS” means the State of California Department of Developmental Services.

3. **Purpose of Contract.** The purpose of this Contract is to outline the obligations and duties of Contractor in providing **Consultation and Technical Assistance, (START Clinical Team)** services for Center and the means and process by which Contractor shall be compensated for said services. A description of the obligations and **Consultation and Technical Assistance, (START Clinical Team)** services Contractor shall provide pursuant to this Contract is attached hereto and incorporated herein as Exhibit A.

4. **Term of Contract.** This Contract shall commence on the 15<sup>th</sup> day of October 2021 and shall terminate at midnight on the 30<sup>th</sup> day of September 2024 unless renewed by the Parties or terminated earlier. Any services performed subsequent to termination of this Contract shall not be construed as a renewal of this Contract.

A. **Renewal of Contract.** Unless terminated pursuant to Section 4(b) hereof, the Parties may, in Center’s discretion, meet no later than the 15<sup>th</sup> of September 2024 to discuss the possibility of renewing this Contract, and any requested modifications of the terms hereof, including, but not limited to, the rate paid by Center for Contractor’s **Consultation and Technical Assistance, (START Clinical Team)** services. Any renewal of this Contract shall be in writing and signed by the Parties. No oral representation by the Parties, or their representatives shall be effective to renew this Contract.

B. **Early Termination of Contract by Center.** Center may terminate this Contract prior to the date set forth in this Section 4 should Center, DDS or the State of California determine that Contractor has failed to comply with any provision of this Contract, and/or failed to comply with the purchase of services authorization, and/or failed to comply with any applicable federal, state or local law or regulation governing the provision of services to persons with developmental disabilities. Should Center, DDS or the State of California determine that termination of this Contract is appropriate, Center shall provide Contractor with a notice of termination describing the reason for termination (“Notice of Termination”). This Contract shall be deemed terminated thirty (30) days following delivery of the Notice of Termination (“Termination Date”). A Notice of Termination shall be deemed delivered on the date that it is either mailed via certified mail or personally delivered to Contractor. Upon delivery of a Notice of Termination, Contractor shall not conduct any further activities under this Contract. Center’s obligation to pay Contractor pursuant to this Contract shall cease immediately upon the Termination Date. Thus, any expenses incurred by Contractor following the Termination Date will not be reimbursed pursuant to this Contract. If Contractor performed **Consultation and Technical Assistance, (START Clinical Team)** services prior to the Termination Date that are reimbursable pursuant to the terms of this Contract, Contractor shall deliver a final claim form within ten (10) business days of the Termination Date. Center shall reimburse Contractor for those services that were legitimately incurred prior to the Termination Date. In the event of early termination, Center and Contractor shall comply with all applicable federal, state or local laws and regulations, including, but not limited to, Sections 4502, 4646, 4648, 4710 and 4741 of the California Welfare and Institutions Code.

C. **Early Termination of Contract by Contractor.** Should Contractor determine that termination of this Contract is appropriate, Contractor shall provide Center with a notice of termination describing the reason for termination (“Notice of Termination”). This Contract shall be deemed terminated thirty (30) days following delivery of the Notice of

Termination ("Termination Date"). A Notice of Termination shall be deemed delivered on the date that it is either mailed via certified mail or personally delivered to Center. Upon delivery of a Notice of Termination, Contractor shall not conduct any further activities under this Contract, and Center's obligation to pay Contractor shall immediately cease. If Contractor performed **Consultation and Technical Assistance, (START Clinical Team)** services prior to the Termination Date that are reimbursable pursuant to the terms of this Contract, Contractor shall deliver a final claim form within ten (10) business days of the Termination Date. Center shall reimburse Contractor for those services that were legitimately incurred prior to the Termination Date. In the event of early termination, Center and Contractor shall comply with all applicable federal, state or local laws and regulations, including, but not limited to, Sections 4502, 4646, 4648, 4710 and 4741 of the California Welfare and Institutions Code.

5. **Payment for Services.** The Parties fully understand and agree to that payment under this Contract is dependent upon available federal and/or state funding and shall only be made according to the following terms:
- A. **Rate of Payment.** (See +exhibit B)
  - B. **Payment in Arrears.** Center shall pay Contractor in arrears for services provided in the previous calendar month.
  - C. **Invoice.** Contractor shall bill Center, on a monthly basis, for services provided in the previous month by submitting to Center an invoice, describing the services provided and the rate of payment, on or before the tenth (10<sup>th</sup>) day of each month. Contractor shall attest that the information identified on the invoice is accurate to the best of Contractor's knowledge, supported by records and source documentation, prepared in accordance with all applicable instructions, and subject to audit.
  - D. **Payment by Center.** Center shall pay Contractor within thirty (30) days following receipt of Contractor's invoice according to the information provided on the invoice. Notwithstanding the foregoing, Center shall have no obligation to pay Contractor if Center disputes any item submitted by Contractor in conjunction with an invoice.
  - E. **Limitations on Payment.** Center shall only compensate Contractor in accordance with the funding allocated by DDS. In the event that Center's contract with DDS does not permit funding at the level indicated in this Contract, the Parties shall work together in good faith to amend this Contract so as to comply with said contract. In the event that Center's contract with DDS does not appropriate any funds for the **Consultation and Technical Assistance , (START Clinical Team)** services referenced in this Contract, this Contract shall be null and void and of no further force and effect. In this event, Center shall have no obligation to pay any funds whatsoever to Contractor, or to furnish any other consideration under this Contract and Contractor shall not be obligated to perform pursuant to this Contract.
6. **Record Retention Obligation.** Contractor shall retain all financial, accounting, administrative and Consumer-related information and records related to this Contract, the **Consultation and Technical Assistance, (START Clinical Team)** Services provided by Contractor, and the billing or invoicing by Contractor in accordance with Sections 50604(d) and (e) of Title 17 of the California Code of Regulations ("Record Retention Requirement") for a period of no less than five (5) years following the date of the final payment for the State fiscal year in which **Consultation and Technical Assistance, (START Clinical Team)** services were rendered by Contractor, provided however, that if an audit is in process or an appeal of an audit is pending at the end of said

timeframe, Contractor's records shall be retained until all audit exceptions have been resolved ("Record Retention Period"). Contractor shall retain all such records in a separate and distinct location from any of Contractor's records for non-Center Consumers.

7. **Audits by Center.** Throughout the Term of this Contract, and during the Record Retention Period, all of Contractor's financial and administrative-related records relating to this Contract, the **Consultation and Technical Assistance, (START Clinical Team)** services provided by Contractor, and the billing or invoicing by Contractor are subject to examination and/or audit by Center, DDS and the State of California, and the designees of the same. Contractor shall permit Center's representative(s) to access, and review said records at any time during Contractor's normal business hours upon twenty-four (24) hours' notice. Should the results of any audit by the Center, DDS, the State of California, or the designees of the same, result in a finding that any or all of the payments made by Center to Contractor were in error or were otherwise improper or disallowed based upon the terms of this Contract, Center's contract with DDS, or as a result of any applicable federal, state or local law or regulation, Contractor shall comply with the provisions of Title 17 of the California Code of Regulations relating to repayment and appeal of audit findings and/or recommendations. Should Contractor elect to appeal any audit findings and/or recommendations, Contractor shall utilize and be bound by Sections 50700 et seq. of Title 17 of the California Code of Regulations. Contractor shall accept financial liability for any audit findings and/or recommendations disclosed by an audit and promptly repay amounts owed unless the audit findings are appealed, and liquidation is stayed pursuant to Section 50705 of Title 17 of the California Code of Regulations.
8. **Notices.** Any and all notices or other correspondence required to be sent to the Parties shall be deemed delivered when personally delivered or mailed via certified mail, return receipt requested, as follows:  

Center:	Director of Community Services Valley Mountain Regional Center P.O. Box 692290 Stockton, CA 95269-2290
Contractor:	Linda B. Bimbo UNH, Institute on Disability 57 Regional Drive, Unit 8 Concord, NH 03301
9. **Compliance with Law.** Contractor agrees to comply with all applicable federal, state, or local laws and regulations, in providing **Consultation and Technical Assistance** services, expressly including, but not limited to, Titles 17 and 22 of the California Code of Regulations and the California Welfare and Institutions Code. Contractor expressly acknowledges the applicability of Titles 17 and 22 of the California Code of Regulations and affirms that it and its employees have read and agree to abide by the same. Nothing in this Contract shall be construed as excusing compliance with existing or future laws or regulations.
10. **Consumer Privacy & Confidentiality.** The Parties shall abide by all applicable federal, state and local laws and regulations concerning privacy and confidentiality of Consumer records, including, but not limited to, Section 4514 of the California Welfare and Institutions Code. The Parties further acknowledge, understand and agree to adhere to their responsibilities as "business associates" under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and regulations promulgated thereunder, including, but not limited to, the Standards for Privacy of Individually Identifiable Health Information at Section 45 of the Code of Federal Regulations, Parts

160 and 164 ("Privacy Regulations"). Accordingly, the Parties shall use Consumer health information only as needed to complete their responsibilities under this Contract and shall not use or disclose Consumer health information for any other purpose. Further, the Parties shall implement and maintain adequate administrative, technical and physical safeguards to prevent improper use or disclosure of such Consumer health information.

11. **Compliance with Center Policy.** Contractor agrees to comply with all Center policies and procedures as they pertain to Contractor's provision of **Consultation and Technical Assistance, (START Clinical Team)** services, the administration of payments to Contractor, contracts, financial matters, record keeping and retention. All such policies and procedures are available for review by Contractor at Center's office.
12. **Non-Discrimination.**
  - A. **Provision of Services.** Contractor shall not discriminate in the provision of services on the basis of race, color, creed, national origin, religion, sex, age, or condition of physical or mental disability. Contractor shall comply with Title VII of the Civil Rights Act of 1964 (42 U.S.C. §2000d), rules and regulations promulgated pursuant thereto, and all federal, state and local laws and regulations governing discrimination.
  - B. **Employment.** Contractor shall not discriminate against any employee or applicant for employment and will take action to ensure that employees and applicants are treated without regard to their race, color, creed, national origin, religion, sex, age, or condition of physical or mental disability.
13. **Contractor's Affirmation.** Contractor affirms that all fiscal and **Consultation and Technical Assistance, (START Clinical Team)** services related documentations that has been provided to Center, and that will be provided to Center in the future is, and will be complete, accurate, supported by records and source documentation, prepared in accordance with Center's instruction, and available for inspection and audit by Center and DDS. Contractor affirms its understanding that payments made by Center to Contractor pursuant to this Contract will come from federal and/or state funds, and any falsification or concealment of a material fact may be prosecuted under federal and/or state laws.
14. **Indemnification.** Contractor agrees to indemnify, defend and hold harmless the Center, DDS and the State of California, its officers, agents and employees, from and against any and all claims loss, expense, damage, injury, liability and cause of action, of any nature whatsoever (collectively, "Claims"), that in any way accrues or results to Contractor, Center and/or any of their employees, agents, attorneys, successors, assigns, subcontractors, materialmen, laborers or any other person, firm or entity that may be injured or damaged by any act, omission or negligence of Contractor and/or any of its employees, officers, directors, or agents in the performance of this Contract. This indemnification provision extends to include any and all costs or expenses, including, but not limited to attorney's fees, incurred by Center, DDS, and the State of California as the result of any such Claims, and shall survive termination of this Contract. Contractor's obligation to indemnify, defend and hold harmless as described herein shall apply regardless of fault or negligence (whether active or passive), on its part.
15. **No Agency Relationship.** Nothing in this Contract shall be construed to create any type of agency relationship between Center and Contractor. Contractor, its employees, agents, attorneys, successors, assigns, subcontractors, materialmen, laborers and any other person acting on Contractor's behalf shall act in an independent capacity and not as officers, employees or agents of Center, DDS or the State of California. Contractor, and its staff, shall not hold themselves out

as, nor claim to be, an officer, employee or agent of Center, DDS or the State of California as a result of this Contract, and shall not make any application, claim or demand for any right or privilege applicable to any officer, employee or agent of Center, DDS or the State of California, including, but not limited to, unemployment insurance, disability insurance, worker's compensation insurance, or retirement benefits.

16. **No Assignments.** This Contract and the rights, duties and obligations described herein shall not be assigned. Notwithstanding the foregoing, Contractor shall be permitted to factor or assign its accounts receivable from Center, if, and only if, such factoring or assignment is required in order to obtain equipment financing, and if, and only if, such factoring or assignment is not otherwise prohibited by law.
17. **No Subcontracts.** The **Consultation and Technical Assistance, (START Clinical Team)** services provided by Contractor shall not be subcontracted to any other person or entity, except pursuant to prior written consent of Center.
18. **Time of the Essence.** Time is of the essence in relation to each and every provision of this Contract.
19. **Materiality of Each Provision.** Each and every provision, term and condition of this Contract is considered material to this Contract.
20. **Breach or Default by Contractor.** In the event of Contractor's breach or default under this Contract, Center shall be permitted to either give Contractor notice of the breach or default and a reasonable opportunity to remedy the same or terminate this Contract pursuant to Section 4(b) hereof. Contractor shall not be deemed in default of any of the provisions of this Contract in the event that Contractor's failure to perform is the result of an earthquake, flood or other act of God, fire, riot insurrection, commandeering of material, equipment or facilities, strike, labor dispute or work stoppage, or similar cause beyond Contractor's control and which renders performance impossible. If Contractor suffers any strike, walk-out or work stoppage by its employees, and as a result of such condition, is unable to continue to provide services required herein for a period of fifteen (15) days, Center shall be entitled to procure the services that Contractor is unable to provide and Contractor shall not be compensated for any such substituted service. In such case, Center may, in its sole discretion, terminate this Contract and obtain a replacement for the **Consultation and Technical Assistance, (START Clinical Team)** services.
21. **Integration.** This Contract contains the entire agreement between the Parties, and replaces any prior representations, agreements or understandings, oral or written, that may have existed between the Parties. The Parties agree that any modification or supplementation of this Contract shall be in writing, signed by the Parties' respective representatives, and must refer specifically to this Contract and the provision(s) modified or supplemented. No other modifications or supplements will be valid. The execution of any modification or supplementation of this Contract shall comply with the requirements of all applicable laws and regulations.
22. **Governing Law.** This Contract, and any other documents to which it refers shall in all respects be interpreted, enforced and governed by the laws of the State of California and the United States of America. This Contract is specifically subject to restrictions, limitations and conditions enacted by the California Legislature, contained in the Annual Budget Act, and/or any contract between Center and DDS, and this Contract shall be modified by the Parties to the extent necessary to ensure compliance with the same.
23. **Mutual Drafting.** This Contract shall be construed as a whole according to its fair meaning, and not strictly for or against any of the Parties. The Parties acknowledge that this Contract documents

a negotiated agreement, and it shall not be construed or interpreted in favor of either Party due to the fact that one of the Party's attorneys drafted this Contract.

24. **Severability.** If any provision of this Contract is deemed invalid or unenforceable, the unenforceability thereof shall not affect the remaining provisions of this Contract and the remaining provisions of this Contract shall remain in full force and effect.
25. **Paragraph Headings.** Paragraph headings used in this Contract are for convenience only, are not part of the Contract, and shall not affect any of the terms hereof.
26. **Resolution of Disputes.** Any and all disputes, controversies or claims arising out of or relating to this Contract shall be resolved pursuant to Title 17 of the California Code of Regulations. After exhausting the grievance procedures set forth in Title 17, remaining disputes, controversies or claims shall be settled by a mutually agreed upon arbitrator(s) in accordance with the rules of the American Arbitration Association, and any judgment resulting from the arbitration may be entered in any court having jurisdiction.
27. **Attorney's Fees and Costs.** In the event of a dispute between the parties wherein either Party brings an action in law or equity, or otherwise incur attorney's fees to enforce the terms of this Contract, the prevailing party thereto may recover reasonable attorney's fees and costs incurred in connection therewith.
28. **Exclusive Benefit.** This Contract, and each and every provision hereof, is for the exclusive benefit of the Parties hereof and not for the benefit of any third party.
29. **Counterparts.** This Contract may be executed in duplicate counterparts, each of which shall be deemed an original, but all of which shall together constitute one and the same instrument.
30. **Delivery by Facsimile or Electronic Mail.** Duly executed signatures to this Contract may be delivered by facsimile or electronic mail, and signature pages delivered by such method shall be deemed equivalent to and of the same force and effect as original signature pages.
31. **Successors and Assigns.** This Contract is binding on the successors and assigns of the Parties.
32. **Execution of Contract.** By signing this Contract, the Parties confirm that they have read this Contract, understand its contents, agree to its terms, have consulted with their respective attorneys, and are voluntarily entering into this Contract. The Parties warrant that the person signing on behalf of each Party is an authorized representative of that Party.

Accepted and agreed to:

Valley Mountain Regional Center



By: Brian L. Bennett  
Its: Director of Community Services

Contractor, University of New Hampshire

A handwritten signature in cursive script that reads "Louise Griffin".

Dated: 10/12/2021

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By: Louise Griffin  
Sr. Director, Research & SPA



## **EXHIBIT A**

### **Obligations and Description of Services**

This proposal outlines the work for the Center of START Services at the University of New Hampshire (UNH) Institute on Disability and related costs to provide consultation for the development of a START Clinical Team: a community-based tertiary care crisis intervention system for individuals with IDD and behavioral health needs.

#### **START Clinical Team Program Development**

This proposal:

- outlines a four-year term to develop START Services for a START Program to serve a designated area in the state of California.
- is a projected scope of hours required per year to achieve START Program Certification at the end of Year 4 of program operations. Hours of remote and on-site consultation and travel costs may be shifted between project years/project staff as needed due to programmatic needs. Remote and onsite hours may be shifted due to programmatic needs as well as local health and safety situations.
- Per California DDS directive, contract funds must be expended by March 2024, prior to the end of the 4-year contract term

The following outlines the steps to develop and implement a lifespan START Clinical Team and In-Home Therapeutic Coaching. This includes the establishment of specific service elements, protocols to access these services, measures of service effectiveness, and the establishment of linkages with stakeholders.

The START model is an evidence informed model that will train and certify identified individuals as Certified START Coordinators who will provide services and supports in the mental health aspects of IDD and includes the following: comprehensive clinical assessment, consultation, outreach, training, cross systems linkages and 24- hour mobile crisis response. START evidence informed methods will be used and include cross systems crisis prevention and intervention plans, linkage agreements, mental health/clinical assessment, outreach and therapeutic coaching, diagnosis and treatment planning, data collection and evaluation with the use of the START Information Reporting System (SIRS) database, report writing, and all needed materials to ensure fidelity to the START model.

Services include:

**Consultation and Technical Assistance:** remote and in-person.

**Remote Consultation Objective:** Conduct consultation and technical assistance meetings via videoconference on a regular basis. These meetings will include review of TA and/or training agenda, access to START tools, and consultation on regional specific topics, meetings with local and other stakeholders.

**On Site Consultation Objective:** CSS Project Director will conduct on-site consultation and training in each year of the project to focus on implementation and training on the START Model. CSS Project Facilitation staff will conduct regular visits for each year of the project. These visits are to provide targeted training and support the development of the community-based infrastructure including materials, planning, preparation, and implementation of the program. In the event of travel restrictions,

onsite consultation may be provided virtually. This will include work with local entities and providers as needed.

<b>Total Consultation (hours)</b>				
<b>Project Director</b>	<b>52</b>	<b>52</b>	<b>52</b>	<b>32</b>
<b>Project Facilitator</b>	<b>96</b>	<b>102</b>	<b>102</b>	<b>76</b>
<b>Project Facilitator</b>	<b>96</b>	<b>102</b>	<b>102</b>	<b>76</b>

### **START Coordinator Training and Certification**

Objective: Provide START Coordinator training and certification for up to 13 designated staff. Staff to be trained will include: 4 START coordinators, 1 Clinical Team Lead, 1 Clinical Director, 1 START Director, 1 Medical Director, 1 Resource Center Director, and 4 Therapeutic Coaches.

Each Coordinator is given access to the Coordinator Certification Course and Online Resource Area located in Moodlerooms, an online learning platform. Participation is expected in the 55-hour didactic webinar trainings found within the Coordinator Certification Course, apprenticeship, and review of materials via participation in a Coordinator Training Group.

Training Group involvement includes the following:

- Live online learning forum held once a week for 19 weeks.
- Held via Zoom videoconferencing for 1.5 hours for each session.
- Group members are partnered to promote collaborative learning.
- Each session covers 1-4 training modules within the curriculum and are designed to enhance learning of core concepts, tools, and approaches related to the most effective START coordination.
- Instructor will provide a forum via videoconference to discuss and process information covered in the training modules. Group can discuss difficult concepts and ask questions.
- Instructors from the Center for START services will facilitate the training group.

START Coordinator Certification occurs upon completion of didactic training and Coordinator Training Group, proven competence in several domains including development of a cross systems crisis plan, case presentation and a START comprehensive service evaluation, crisis contacts, and trainings. Participants will receive a certificate recognizing their status as a certified START Coordinator and will have continued access to the national online training series and practice groups.

### **START Information Reporting System (SIRS)**

Objective: Provide training and implementation of data collection and input into the national START database: SIRS. Purpose is to collect START services data via a web-based system to facilitate project decisions based on data. Activities include the development and execution of a Business Associate Agreement (BAA), development of state specific segment of the larger SIRS database, establish authorized users (with usernames and passwords), provision of web-based training for all START team users for data collection. Quarterly and annual reports will be provided in collaboration with the California Regional Center START Program Director.

## **California Regional Center START Annual Report Evaluation**

Objective: Conduct an analysis of project data, develop, and submit an annual report of California Regional Center START successes and challenges.

Participation includes:

- National Online Training Series
  - Access to the related fiscal year START National Online Training Series.
- Participation in START Practice Groups:
  - START Program Director's Practice group
  - Clinical Director's Practice group
  - Medical Director's Practice group
  - Team leader Practice group
  - Children's services Practice group
  - In-Home Therapeutic Coaching Team Leads Practice Group
  - Time-limited, Special Topic Practice Groups (when appropriate)
- Access to additional coaching and Office hours are included in trainings

## **Budget**

The budget inclusive of all Center for START Services contained within this scope of work is not-to-exceed \$835,020.

**EXHIBIT B**  
**Terms of Distribution**

Title 17 section 50609 Contract Fiscal Provisions Including COST STATEMENT

1. Rate of payment per unit of service [17 CCR 50609 (a)(3)(A)] is \$27,834.00 per month, not to exceed 30 months of billing and not-to-exceed \$835,020.00 in total reimbursement.
2. The definition of a unit of service [17 CCR 50609 (a)(3)(A)] per month, for maximum of 30 months.
3. Data and mathematical computation used to establish the rate of payment per unit of service. [17 CCR 50609 (a)(3) (A) - Negotiated
4. A detailed description of the method to be used in determining the units of service allowed for billing/invoicing in accordance with this exhibit. [17 CCR 50609 (a)(4)] – Negotiated
5. The service provider's fiscal and program related documentation relied upon as the basis for establishing the rate of payment. [17 CCR 50609 (b)(1)]
6. Both parties to the contract have come to a full understanding and agreement of a specified method used to accumulate data contained in the service provider's documentation. [17 CCR 50609 (b)(1)(A)]
7. The service provider attests that the method referred to in # 6 above was used/will be used to accumulate data contained in the service provider's documentation. [17 CCR 50609 (b)(1)(A)(1)]
8. The service provider attests that such fiscal and program related documentation is complete; accurate to the best of the service provider's knowledge; supported by records and source documentation; prepared in accordance with the instructions provided by the Department and subject to audit. [17 CCR 50609 (b)(1)(B) (1-5)]

**PROJECT BUDGET**

<b>START - CA</b>	<b>TOTAL</b>
Total Personnel and Fringe	\$638,544.00
Total Travel	\$ 54,560.00
SIRS Database	\$ 20,000.00
National Online Training Series	\$ 6,000.00
Practice Groups	\$ 7,000.00
Subtotal Direct Expenses	\$726,104.00
UNH Indirect	\$108,916.00
Grand Total:	\$835,020.00

**PROGRAM DEVELOPMENT SCHEDULE AND MILESTONES**

Program Year Year 1: Program Development	Center for START Services Progress Milestones Months 1-6: <ul style="list-style-type: none"> <li>• Provide ongoing technical support meetings to construct START Team</li> <li>• Provide START Team development tools, including job descriptions, policies and procedures, technical support/training on staffing structure, START methodology, START Program Manual, Community Launch, Guidance of linkage agreements</li> </ul>
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	<p>and Advisory Council development, referral review, initial document review, SIRS database training, START leadership training, support for implementation of 24 hour on call operation within first 90 days.</p> <ul style="list-style-type: none"> <li>• Oversee a launch workshop for community.</li> <li>• Clarify recruitment and referral process with stakeholders.</li> <li>• Establish ongoing consultation, training and visit schedule.</li> <li>• Begin National Online Training participation</li> </ul>
Year 2: Implementation	<p>Months 6-12:</p> <ul style="list-style-type: none"> <li>• Provider full program implementation begins</li> <li>• Continue to provide real time technical support and training toward fidelity to the model: tool usage, policy and procedures, network partnership development</li> <li>• Program engagement with CSS Practice groups</li> <li>• SIRS Data monitoring and analysis</li> <li>• START Coordinator Training</li> <li>• CSS ongoing START document review</li> <li>• Monitor referrals and intake process</li> </ul> <p>Active Program Implementation</p> <ul style="list-style-type: none"> <li>• START Coordinator Certification begins</li> <li>• Clinical Education Team presentations begin</li> <li>• Document review and instruction refinement</li> <li>• Train the trainers process</li> <li>• Continuous SIRS Data monitoring and analysis</li> <li>• National Online Training participation and community engagement</li> <li>• First Annual Report developed by CSS</li> </ul>
Year 3: Pre-Certification	<p>Preparation for Program Certification</p> <ul style="list-style-type: none"> <li>• Continuation of Year 2 activities</li> <li>• Mock program certification reviews</li> <li>• QA document reviews</li> <li>• Clinical Education Team reviews</li> <li>• Second Annual Report developed</li> </ul>

<p>Year 4: Certification</p>	<ul style="list-style-type: none"><li>• Continued SIRS data monitoring and analysis</li><li>• National Online Training participation and community engagement</li><li>• Certification application reviewed by CSS at the end of Year 3</li></ul> <p>START Program Certification</p> <ul style="list-style-type: none"><li>• Continuation of Year 3 activities</li><li>• Preliminary Certification review on site completed by mid-year</li><li>• Continuous SIRS Data monitoring and analysis (remote)</li><li>• National Online Training participation and community engagement</li><li>• Third annual report developed</li><li>• Program Certification by end of Year 4 (on site)</li></ul>
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