

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND HEART AND SOUL, INC.**

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and HEART AND SOUL, INC., 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, on October 17, 2017 the parties entered into an agreement with Heart and Soul, Inc. for consumer-run peer-support services, and health and wellness services for the term July 1, 2017 through June 30, 2019, in an amount not to exceed \$907,502; and

WHEREAS, on November 9, 2017 the Chief of San Mateo County Health approved an amendment to the agreement with Heart and Soul, Inc. for summit preparation, increasing the amount of the agreement by \$4,999 to \$912,501, with no change to the term of the agreement; and

WHEREAS, on December 12, 2017 the Chief of San Mateo County Health approved a separate agreement with Heart and Soul, Inc. for start-up costs for the Helping Our Peers Emerge (HOPE) program, in the amount of \$100,000 for the term January 1, 2018 through February 28, 2018; and

WHEREAS, on March 27, 2018, our Board approved the agreement merging two agreements into one, adding services and extending the term of the HOPE program through June 30, 2019, and increasing the amount of the agreement by \$1,201,141 to \$2,213,642.

WHEREAS, on December 20, 2018, the Chief of San Mateo County Health approved an amendment to the agreement, increasing the amount of the agreement by \$18,165 to a new maximum of \$2,231,807, with no change to the term of the agreement.

WHEREAS, the parties wish to amend the agreement for HOPE program operating expenses, increasing the amount of the agreement by \$46,888 to a new maximum of \$2,278,695, with no change to the term of the agreement.

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

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

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A4," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B4." 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 TWO MILLION TWO HUNDRED SEVENTY-EIGHT THOUSAND SIX HUNDRED NINETY-FIVE DOLLARS (\$2,278,695).

3. Exhibit A3 is hereby deleted and replaced with Exhibit A4 attached hereto.
4. Exhibit B3 is hereby deleted and replaced with Exhibit B4 attached hereto.
5. All other terms and conditions of the agreement dated October 17, 2017, between the County and Contractor shall remain in full force and effect.

\*\*\* SIGNATURE PAGE FOLLOWS \*\*\*

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

HEART AND SOUL, INC.



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

Date: 5/23/19

EXHIBIT A4 – SERVICES  
HEART AND SOUL, INC.  
FY 2017 – 2019

In consideration of the payments set forth in Exhibit B4, Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Peer-Support /Self-Help Services

Contractor shall provide consumer peer support and self-help services for consumers of Mental Health Services in San Mateo County. Contractor shall operate as a 501(c)(3) mental health consumer run organization (CRO).

1. Outcomes

- a. Maintain an independent local 501(c)(3) mental health CRO with a multi-cultural Board of Directors that reflects the diverse population of San Mateo County.
- b. Create organizational culture, structure and environment that will foster the development and promote the mission of the CRO to provide quality peer-support programs and services. This includes the establishment of a strong free standing peer support center.
- c. The CRO will hire and maintain staff that are fluent in at least the one (1) of the San Mateo County threshold languages, Chinese, Spanish, Tagalog and Russian.
- d. Maintain a connection to the State-wide self-help movement.

B. Peer-Support/Consumer-Run Services

Services shall be provided as described below in a manner consistent with the terms and conditions of this Agreement.

1. CRO Executive Director shall work collaboratively with the Behavioral Health and Recovery Services (BHRS) Director of Consumer and Family Affairs.
2. Activities shall be provided to San Mateo County consumers, at no charge to them, throughout San Mateo County. Activities shall include the following:

a. Special Events

Offer at least four (4) special events/outings, including a minimum of two (2) weekend activities open to consumers throughout San Mateo County. Such activities will include but not be limited to: picnics in the park, recreational activities (i.e. table tennis, billiards, badminton, group walks), bowling at a bowling alley, going to a movie at a movie theatre, exposure to the arts, and social gatherings.

b. Community Education

Provide three (3) community education activities with other community organizations for the purpose of educating community groups about mental health and recovery (i.e. recovery fair, and recovery picnic). Other community organizations shall include service providers, social and community development organizations, including the faith community.

c. Peer Support and Self Help Groups and Activities

A minimum of six (6) skill groups and/or educational groups weekly that include a weekly substance abuse support group. Educational trainings and support groups shall include but not be limited to recovery-based skill groups, WRAP groups, Dual Recovery Anonymous groups and Total Wellness curriculum.

A schedule of program activities and an unduplicated count of participants on a monthly basis will be submitted to the BHRS contract monitor or designee.

d. Advocacy and Consumer Voice

Contractor shall be involved in the development and ongoing education of community advocates and meeting participants, and participate in County meetings. This shall include the enrollment of San Mateo County consumers in statewide consumer movement organizations (if available). Contractor shall also be involved in state and county-wide issues regarding mental health regulations and the Mental Health Services Act.

C. Contractor shall continue development of the CRO. Such development shall be guided by the CRO Board of Directors, Management and

participating mental health consumers. Ongoing development shall include the following:

1. Contractor shall maintain an annual outreach plan identifying new BHRS consumer participants and will further develop and maintain a consumer participant mailing list.
2. Maintain a strong stand alone self-help center that is centrally located in the County.
3. Develop/maintain culturally appropriate self-help services for San Mateo County Coastside and South County BHRS consumers, with an emphasis on the Spanish speaking communities
4. Annual Board training of new and current CRO Board of Directors.
5. Contractor shall hire and maintain staff that are fluent in at least the San Mateo County threshold languages, Chinese, Spanish and Tagalog.
6. Provide four (4) advanced directives trainings annually, including one (1) Spanish-speaking training. Such trainings shall be done in association with Mental Health Association of Alameda County.
7. Provide services that are culturally and linguistically appropriate for the diverse cultural communities of the County.
8. Provide services a minimum of four (4) days per week, including at least one weekend day.
9. Contractor shall encourage consumers to enroll at the College of San Mateo and other consumer leadership development opportunities.

D. Seeing Through Stigma

1. Contractor shall make community presentations designed to positively change the perception of mental illness. Presentations shall be made in San Mateo County in a variety of venues, as opportunities become available. Most presentations shall be made to providers of public and/or health services organizations, and to student groups. Examples of such venues may include: Rotary Clubs; middle school, high school and college students; medical, dental, nursing and psychology students; and law enforcement. Presentations shall be made by groups of three (3) to five (5) presenters, to receive reimbursement from the County, all of whom shall have individual histories of mental illness or who are family

members of persons with mental illness. No more than thirty-two (32) presentations shall be made during the term of this Agreement. Presentations shall be an average of ninety (90) minutes in length.

2. Contractor shall seek new venues and opportunities to make presentations during the term of this Agreement. Outreach efforts shall be made to, but not limited to, faith-based organizations, service clubs and local advocacy organizations. The presentations shall be made in all regions of San Mateo County.
3. Contractor shall submit a monthly report of presentations that includes the date of the presentation, venue, and individuals who provided the presentation.
4. Contractor shall check-in on a quarterly basis with Stigma Free San Mateo lead person to coordinate efforts on anti-stigma work.

E. Health And Wellness Groups/ Support/Activities In Collaboration With Total Wellness

Services shall be provided under the direction and supervision of the Executive Director of Heart and Soul, Inc. The Executive Director will meet quarterly with the Total Wellness Unit Chief to ensure communication and coordination of services. A Total Wellness staff may be included as a panel member in the final interview of new hires of wellness coaches for the Total Wellness Program.

1. Training
  - a. Heart and Soul, Inc. will ensure that staff are trained to provide Total Wellness groups. Training will include tobacco education, healthy eating, and physical exercise.
  - b. The Heart and Soul, Inc. wellness coach will participate in regular monthly consultation meetings.
2. Wellness Services at BHRS Sites
  - a. Contractor will hire, ensure training, and supervise Heart and Soul, Inc. employees (Wellness Coaches) who will work at BHRS service sites in collaboration with the Total Wellness Program (TWP).
  - b. Contractor will provide eight (8) hours of staffing per week. Specific times and dates will be arranged through mutual agreement.

- c. Assignments for the Wellness Coach may include: wellness calls, reminder calls, individual or group WRAP support, Health and Wellness group activity set up and clean up, assistance with food fairs and education forums, walking groups, cooking classes, and other social or education groups and activities.
- d. Heart and Soul, Inc. will be given specific on-site work assignments to be provided by TW Supervisors and Nurses.

3. Health and Wellness Groups and Activities

- a. Contractor will provide additional Health and Wellness activities, education and two (2) support groups per month, per site, at the following sites:
  - i. Heart and Soul Self Help Center.
  - ii. Industrial Hotel with the coordination of Telecare,
  - iii. North County BHRS,
  - iv. Contractor and CSA Manager's will secure locations in South County and Coastside, and
  - v. Health and Wellness activities will be provided to the South and Coastside participants as is culturally appropriate.
- b. Each group or activity will follow a practice based model of WRAP or Health Education, or be guided by established health education practice.
- c. Groups will be facilitated by Heart and Soul, Inc. staff, who are trained as a WRAP facilitator and/ or has received training in providing Health and Wellness groups.
- d. Identified wellness sites and a schedule of these groups must be distributed monthly to the Total Wellness Unit Chief and the Director of Consumer and Family Affairs.
- e. Attendance must be recorded and distributed to the Total Wellness Unit Chief and the Director of Consumer and Family Affairs.
- f. The schedules of these wellness classes shall complement the existing Total Wellness groups in order for clients to get the most benefit by offering the two programs. Heart and Soul will coordinate with the Total Wellness Unit Chief for any



schedule changes occurring at the sites where both programs provide wellness services.

F. Monthly Reporting

Contractor shall collect and report monthly progress of Peer-Support services. Contractor will submit monthly reports to the Director of Consumer and Family Affairs, pending approval of payment. Reporting shall include the following:

1. Development of culturally appropriate self-help activities in the Coastside and South County communities of San Mateo County.
2. Development of State threshold language requirements.
3. Detailed calendar of Advanced Directive trainings.
4. Participation in the State-wide self-help movement.
5. Detailed description of monthly activities.
6. Submit an annual outreach plan identifying new consumer participants.
7. Monthly reporting and invoicing shall be sent to:  
  
Behavioral Health and Recovery Services  
Attn: Suzanne Aubry  
1950 Alameda de las Pulgas, Suite 155  
San Mateo, CA 94403  
or by email to: [saubry@smcgov.org](mailto:saubry@smcgov.org)
8. Submit monthly Seeing Through Stigma presentation reports to Office of Diversity and Equity (ODE).

G. Peer and Family Action Summit

Contractor will support in the planning and organizing of Lived Experience 2.0 "Peer and Family Action Summit" scheduled to take place on October 26, 2017. The Summit will bring together consumer and family members, peers working in the system, and allied behavioral health services providers to help define the role that the consumer and family members will play in the County's design and delivery of services over the next 5 years, as well as define its vision of recovery and wellness. Contractor shall participate in planning committee meetings, participate in sub-committee meetings,

attend event planning tasks & outreach, and provide support the day of the Summit

H. Helping Our Peers Emerge

Heart and Soul shall develop and maintain the Helping Our Peers Emerge (HOPE) program. This program will assist BHRS adult clients transition from locked psychiatric hospital settings into the community. Peer Mentors and Family Partners will provide emotional support, educational services, and community resources as described in section 2.c. to adults and their family members to ease the transition back into community settings. Support will begin while the individual is in the inpatient setting and will be provided weekly until such time that the HOPE Program and Collaborative Care Team (CCT) determine that less frequent visits are warranted. Support will continue for up to six (6) months following discharge with the goal of assisting the individual and their family to maintain stability in the community thereby preventing avoidable re-admission to an in-patient setting. The program will ensure that proper consent is obtained in order to maintain appropriate confidentiality when providing support to family members. Family Partners will provide direct support to the family with the goal of assisting the family to support the client through the transition from the hospital to a community setting. This program is part of the Whole Person Care pilot. Contractor will work closely with the CCT to receive referrals, consult with the Supervising Clinician on clinical issues and/or issues outside of the scope of peer and family support, provide education to the clinical team about the work of Peer and Family support, and plan and execute discharge from the HOPE program.

1. HOPE Program Start-Up

HOPE program start-up costs include but are not limited to the following:

- a. Lease office space by January 30, 2018;
- b. Develop job descriptions for all program personnel by January 30, 2018;
- c. Develop policies and procedures to include program operations, employment practices and standards consistent with requirements outlined in this exhibit by February 15, 2018;
- d. Procure and set up essential infrastructure by February 15, 2018 to include but not limited to:
  - i. Office furniture

- ii. Office supplies
  - iii. Office utilities
  - iv. Computer equipment and software
  - v. Informational technology including phones, internet and evaluation technology;
- e. Recruit and hire ten (10) new staff positions by February 28, 2018; and
  - f. Begin staff training and development by February 28, 2018
2. HOPE Program Services
- a. Target Population
 

Contractor shall provide adult peer support to individuals pre-discharge and post-discharge from inpatient settings in San Mateo County and the Greater Bay Area who are at elevated risk for readmission to an inpatient setting. Contractor shall provide support to family members of the adult individual.
  - b. Policies and Procedures
 

Contractor will develop policies and procedures to include at a minimum:

    - i. Target Population Criteria
      - a) Health Plan Member
      - b) MediCal recipient
      - c) Age range 18+
    - ii. Consent form
    - iii. Referral process
    - iv. Service Management
    - v. Crisis Response
    - vi. Reporting
    - vii. Field Work best practices
    - viii. Safety
    - ix. HIPPA Confidentiality
    - x. Peer mentor and Family Partner orientation
    - xi. Training type and frequency
    - xii. Pre-discharge phase
    - xiii. Discharge process
  - c. Support Services

Contractor will work in collaboration with other clinical and non-clinical care providers to ensure that the individual has proper supports prior to discharge from the HOPE program.

i. Peer Support and Family Support

Contractor shall provide a minimum of one (1) in person meeting per week, with the individual or family. If, after three (3) months in HOPE, the individual demonstrates measurable progress towards his/her recovery goals and has not been admitted to Psychiatric Emergency Services or an inpatient psychiatric unit, the Contractor may begin to substitute up to half of the required weekly in person meetings per month with telephone support contacts.

Contractor shall provide peer and family support services through the use of one's own lived experience to create a trusting, empowering relationship based on mutuality and power sharing in order to assist the client and/or family member to achieve their wellness goals. Peer Mentors and Family Partners will engage with referred clients, and when appropriate their family members, during the pre-discharge and discharge phase while the individual is in the inpatient setting and will continue for up to six (6) months following discharge. Services shall include:

- a) Shadow client, offer support and encouragement to appointments/meetings;
- b) Role model – share success strategies and experiences, relapse prevention strategies;
- c) Referrals to community resources such as housing, food, support groups and benefits support;
- d) Advocacy;
- e) Provide WRAP groups or individual WRAP development for individuals and family members; and/or
- f) Assist client/family with identifying goals and objectives;
- g) Provide or arrange for transportation;
- h) Interface with clinical team members;
- i) Peer recovery coaching;
- j) Skill building, teaching; and
- k) Provide encouragement for activities that support social inclusion and connections in the community.

- ii. Contractor shall provide support to family members of those persons served by the program. This support shall be provided by Family Partners trained to support family members, based upon need and consent. Support shall be provided to family members at the pre-discharge and discharge phase of the hospitalized family member and shall continue for up to six (6) months following discharge.
- d. Referral Process
- i. Contractor shall work closely with the BHRS CCT supervising clinician to receive referrals, coordinate care and plan for discharge from the program.
  - ii. Contractor shall provide, or refer to another partner to provide, employment services including pre-vocational assessment, vocational training, placement and job coaching services for clients enrolled in the HOPE program with the goal of assisting clients to become employed. Additionally, the HOPE program shall offer job support and individual coaching to the employed Peer Mentors and Family Partners.

e. Training

Contractor will ensure that all staff providing services will be properly trained in Peer and Family support to include at a minimum Intentional Peer Support training and will work with Whole Person Care to identify and plan trainings that will offer training to non-HOPE Peer Mentors and Family Partners as well. Training shall include, but not be limited to, the following topics:

- i. Foundations of Peer Support
- ii. Mentoring: Shared Learning and Relationship Building
- iii. Activation and Self-Management
- iv. Advocacy
- v. Professional and Ethical Responsibilities
- vi. Linkage to services
- vii. Collaboration

f. Successful Completion

Peer mentor will work with CCT supervising clinician to evaluate/determine successful completion of service or if the client will no longer benefit from continued service. HOPE will include discharge information and reason for discharge on the

monthly invoice report as well as maintain this documentation in the client record.

g. Reporting

Contractor shall provide documentation of client and family services provided as well as utilization data consistent with the Whole Person Care Pilot. Contractor will work with BHRS to develop a reporting form. Reports are to include:

- i. Client name/family name
- ii. Monthly utilization – services delivered
- iii. Progress on client/family goals and objectives
- iv. Referral and use of employment services
- v. WRAP plan completion

h. Program Evaluation

Contractor will develop a process to evaluate the HOPE program and to ensure the quality of service delivery. Contractor will work with BHRS and Whole Person Care to determine what aspects of the HOPE program should be evaluated, what evaluation tools will be needed, and how often the evaluation should take place.

i. Fiscal Agent

Contractor will develop fiscal agent process and procedures that will include, but not be limited to, the following:

- i. Approval process for invoices
- ii. Timely reimbursement (within 30 days)
- iii. Identify and communicate to partners the items that can be reimbursed and what cannot be reimbursed
- iv. Fiscal management reporting to BHRS
- v. Set annual budget
- vi. Mileage reimbursement (if applicable, and must follow County rate per mile)
- vii. Invoice submission process by other agencies

j. Management Responsibility

Heart and Soul shall be the lead agency and shall be responsible for program quality and outcomes. Heart and Soul shall maintain legal contracts with the other entities to ensure proper use of the funds and proper management of the services. Oversight shall include but not be limited to:

- i. Service utilization

- ii. Contract management with each entity
- iii. Quality control of staffing
- iv. Quality control of services provided
- v. Budget accountability through invoicing and reporting mechanisms
- vi. Interface with County contract manager, Supervising Social Worker of CCT and Whole Person Care
- vii. Meeting the contract metrics
- viii. Management of a program evaluation
- ix. Necessary quality improvement

## II. ADMINISTRATIVE REQUIREMENTS

### A. Quality Management and Compliance

#### 1. Quality Management Program and Quality Improvement Plan

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

#### 2. Referring Individuals to Psychiatrist

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

#### 3. Record Retention

Paragraph 14 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of ten (10) years, except the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until ten (10) years beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards.

Contractor may maintain records for a longer period of time if required by other regulations or licenses.

4. Documentation of Services

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

System of Care (SOC) Mental Health Providers shall document in accordance with the BHRS Documentation Manual located online at: <http://www.smchealth.org/sites/default/files/docs/BHRS/BHRSDocManual.pdf>.

SOC contractor will utilize either documentation forms located on <http://smchealth.org/SOCMHContractors> or contractor's own forms that have been pre-approved.

5. Audits

Behavioral Health and Recovery Services QM will conduct regular chart audits of Contractors. Contractor is required to provide either the original or copies of charts, including all documentation upon request. The Department of Health Care Services and other regulatory agencies conduct regular audits of the clinical services provided by BHRS and Contractors requiring submission of charts as requested. Contractor is required to provide all necessary documentation for external audits and reviews within the stated timeline.

6. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys



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

b. Beneficiary/Patient's Rights

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

c. Advance Directives

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

7. Licensing Reports

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

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

a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty-four (24) hours.

b. Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.

c. Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:

- 1) Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;
- 2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and
- 3) Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

d. Confidentiality Training

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

9. Critical Incident Reporting

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

The incident reports are confidential however discussion may occur with the Contractor regarding future prevention efforts to reduce the likelihood of recurrence. Contractor is required to participate in all activities related to the resolution of critical incidents.

10. Ineligible Employees

Behavioral Health and Recovery Services (BHRS) requires that contractors comply with Federal requirements as outlined in 42 CFR

(438.608) Managed Care Regulations. Contractors must identify the eligibility of employees, interns, or volunteers prior to hiring and on a monthly basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting Form, Policy#93-11) should a current employee, intern, or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns, and volunteers by following procedures included in BHRS Policy # 04-01, which can be found online at: <http://www.smchealth.org/bhrs-policies/compliance-policy-funded-services-provided-contracted-organizational-providers-04-01>. BHRS Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRS Quality Management if an employee's license is not current or is not in good standing and must submit a plan to correct to address the matter.

- a. Credentialing Check – Initial  
During the initial contract process, BHRS will send a packet of contract documents that are to be completed by the Contractor and returned to BHRS. Attachment A – Agency/Group Credentialing Information will be included in the contract packet. Contractor must complete Attachment A and return it along with all other contract forms.
- b. Credentialing Check – Monthly  
  
Contractor will complete Attachment A – Agency/Group Credentialing Information each month and submit the completed form to BHRS Quality Management via email at: [HS\\_BHRS\\_QM@smcgov.org](mailto:HS_BHRS_QM@smcgov.org) or via a secure electronic format.

11. Compliance Plan and Code of Conduct

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

Contractor is required to conduct, complete and maintain record of annual compliance training by all staff serving or accessing PHI of

BHRS clients. Contractor may utilize BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

12. Fingerprint Compliance

Contractor certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom Contractor's employees, trainees, and/or its subcontractors, assignees, or volunteers have contact. Contractor shall have a screening process in place to ensure that employees who have positive fingerprints shall:

- a. Adhere to CFR Title 9 Section 13060 (Code of Conduct) when providing services to individuals with whom they have contact as a part of their employment with the Contractor; or
- b. Obtain a waiver from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as part of their employment with the Contractor.

A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

13. Staff Termination

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

14. Minimum Staffing Requirements

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

B. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at [ode@smcgov.org](mailto:ode@smcgov.org).

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

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

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

Participation in the CCC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more information about the CCC, and other cultural competence efforts within BHRS, contact HEIM.

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

### III. GOALS AND OBJECTIVES

Contractor shall ensure that the following outcome objective is pursued throughout the term of this Agreement:

Goal: Increase the number of client's receiving peer-support services.

Objective 1: Contractor shall increase number of clients receiving peer-support services ten percent (10%) from the prior year.

Objective 2: Contractor shall reduce re-admission rate to a higher a level of care by 5% from prior year.

Objective 3: Contractor shall increase support provided to family members of adult persons with serious mental illness by 5% from the prior year.

\*\*\* END OF EXHIBIT A4 \*\*\*

EXHIBIT B4 – PAYMENTS AND RATES  
HEART AND SOUL, INC.  
FY 2017 – 2019

In consideration of the services provided by Contractor in Exhibit A4, County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

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

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount County shall be obligated to pay for all services rendered under this agreement shall not exceed TWO MILLION TWO HUNDRED SEVENTY-EIGHT THOUSAND SIX HUNDRED NINETY-FIVE DOLLARS (\$2,278,695).

B. Peer Support/Self Help Services

Contractor shall be reimbursed up to a total of SEVEN HUNDRED NINETY-THREE THOUSAND EIGHT HUNDRED SIXTY-SEVEN DOLLARS (\$793,867) for Peer Support/Self Help Services as described in Paragraph A of Exhibit A4, for the term of this agreement.

1. For the term July 1, 2017 through June 30, 2018, the rate of an advanced monthly payment by County to Contractor shall be one twelfth (1/12th) of the maximum amount per month or THIRTY-TWO THOUSAND THREE HUNDRED TWENTY-ONE DOLLARS (\$32,321). Final cost settlement is included in paragraph O of this Exhibit B4.
2. For the term July 1, 2018 through November 30, 2018, the rate of an advanced monthly payment by County to Contractor shall be one fifth (1/5th) of the maximum amount per month or THIRTY-TWO THOUSAND THREE HUNDRED TWENTY-ONE DOLLARS (\$32,321). Final cost settlement is included in paragraph O of this Exhibit B4.

3. For the term December 1, 2018 through June 30, 2019, the rate of an advanced monthly payment by County to Contractor shall be one seventh (1/7th) of the maximum amount per month or THIRTY-FOUR THOUSAND NINE HUNDRED SIXTEEN DOLLARS (\$34,916). Final cost settlement is included in paragraph O of this Exhibit B4.
4. Contractor will submit a monthly invoice for payment. The invoice will include supporting documentation following completion of services, and shall be billed according to the guidelines specified in the contract.

C. Seeing Through Stigma

Contractor shall be reimbursed up to a total of NINETY-ONE THOUSAND NINE HUNDRED FORTY DOLLARS (\$91,940) for Seeing Through Stigma Presentations as described in Paragraph D of Exhibit A4, for the term of this Agreement.

1. For the term July 1, 2017 through June 30, 2018, Contractor shall be paid one-twelfth (1/12th) of the maximum amount per month or THREE THOUSAND EIGHT HUNDRED THIRTY-ONE DOLLARS (\$3,831). Final cost settlement is included in paragraph O of this Exhibit B4.
2. For the term July 1, 2018 through June 30, 2019, Contractor shall be paid one-twelfth (1/12th) of the maximum amount per month or THREE THOUSAND EIGHT HUNDRED THIRTY-ONE DOLLARS (\$3,831). Final cost settlement is included in paragraph O of this Exhibit B4
3. Contractor will submit a monthly invoice for payment. The invoice will include supporting documentation following completion of services, and shall be billed according to the guidelines specified in the contract.

D. Health and Wellness Services

County shall be obligated to pay a maximum of THIRTY-NINE THOUSAND EIGHT HUNDRED SIXTY DOLLARS (\$39,860) for Health and Wellness Services as described in Paragraph E of Exhibit A4, for the term of the Agreement.

1. FY 2017 – 2018



- a. Contractor will be paid SEVEN THOUSAND SIX HUNDRED SIXTY-NINE DOLLARS (\$7,669) for Wellness Coach(es). Contractor shall be reimbursed at a rate of SIXTEEN DOLLARS AND SEVENTY-TWO CENTS (\$16.72) per hour, as well as a ten percent (10%) administrative fee.
- b. The total obligation for Wellness Groups/Activities is TWELVE THOUSAND TWO HUNDRED SIXTY-ONE DOLLARS (\$12,261). Contractor shall be paid at a rate of ONE HUNDRED ELEVEN DOLLARS AND FORTY-SIX CENTS (\$111.46) per group. Contractor shall submit a monthly invoice to include a summary of charges for the month of service.

2. FY 2018 – 2019

- a. Contractor will be paid SEVEN THOUSAND SIX HUNDRED SIXTY-NINE DOLLARS (\$7,669) for Wellness Coach(es). Contractor shall be reimbursed at a rate of SIXTEEN DOLLARS AND SEVENTY-TWO CENTS (\$16.72) per hour, as well as a ten percent (10%) administrative fee.
- b. The total obligation for Wellness Groups/Activities is TWELVE THOUSAND TWO HUNDRED SIXTY-ONE DOLLARS (\$12,261). Contractor shall be paid at a rate of ONE HUNDRED ELEVEN DOLLARS AND FORTY-SIX CENTS (\$111.46) per group. Contractor shall submit a monthly invoice to include a summary of charges for the month of service.

E. Peer and Family Action Summit

FY 2017 – 2018

The maximum amount that County shall be obligated to pay for Summit planning and organizing shall not exceed FOUR THOUSAND NINE HUNDRED NINETY-NINE DOLLARS (\$4,999). Contractor shall submit itemized invoices for reimbursement and is subject to approval by the BHRS Manager.

F. Helping Our Peers Emerge

Subject to the availability of State Whole Person Care Grant funding for services as described in Section I.H. of Exhibit A4, Contractor shall receive a maximum of ONE MILLION THREE HUNDRED FORTY-EIGHT

THOUSAND TWENTY-NINE DOLLARS (\$1,348,029) for the Helping Our Peers Emerge program. This amount shall include the following:

1. FY 2017 – 2018
  - a. For the term January 1, 2018 through February 28, 2018, Contractor shall be reimbursed up to ONE HUNDRED THOUSAND DOLLARS (\$100,000) for start-up costs. Contractor shall submit monthly invoices for reimbursement of start-up costs in arrears. Invoices shall include an itemized list of expenses and are subject to approval by the BHRS Program Manager.
  - b. For the term March 1, 2018 through June 30, 2018, Contractor shall be paid one-fourth (1/4th) of the maximum amount per month or EIGHTY-NINE THOUSAND FIVE HUNDRED NINETY-ONE DOLLARS AND SEVENTY-FIVE CENTS (\$89,591.75) for a maximum of THREE HUNDRED FIFTY-EIGHT THOUSAND THREE HUNDRED SIXTY-SEVEN DOLLARS (\$358,367) for services provided. Invoices shall include an itemized list of expenses, listed categorically according to Exhibit D4 – Contractor’s Budget, and are subject to approval by the BHRS Program Manager.
2. FY 2018 – 2019
  - a. For the term July 1, 2018 through March 31, 2019, Contractor shall be paid one-ninth (1/9th) of the maximum amount per month or SEVENTY THOUSAND TWO HUNDRED THIRTY-ONE DOLLARS AND SIXTEEN CENTS (\$70,231.16) for a maximum of SIX HUNDRED THIRTY-TWO THOUSAND EIGHTY-ONE DOLLARS (\$632,081) for services provided. Invoices shall include an itemized list of expenses, listed categorically according to Exhibit D4 – Contractor’s Budget, and are subject to approval by the BHRS Program Manager.
  - b. For the term April 1, 2019 through June 30, 2019, Contractor shall be paid one-third (1/3<sup>rd</sup>) of the maximum amount per month or EIGHTY-FIVE THOUSAND EIGHT HUNDRED SIXTY DOLLARS AND FORTY-EIGHT CENTS (\$85,860.48) for a maximum of TWO HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED EIGHTY-ONE DOLLARS (\$257,581) for services provided. Invoices shall include an itemized list of expenses, listed categorically according to Exhibit D4 – Contractor’s Budget, and are subject to approval by the BHRS Program Manager.

- G. It is anticipated that revenue from the Whole Person Care Grant will 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.
- H. Contractor's annual FY 2017-19 budget is attached and incorporated into this Agreement as Exhibit D4.
- I. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.
- J. Modifications to the allocations in Paragraph A of this Exhibit B4 may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
- K. Not used.
- L. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
- M. In the event this Agreement is terminated prior to June 30, 2019, 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.
- N. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.
- O. Monthly Invoice and Payment

Contractor shall bill County on or before the tenth (10<sup>th</sup>) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize services for which invoice is made. Payment by County to Contractor shall be monthly. Invoices that are received after the tenth (10<sup>th</sup>) working day of the month are considered to be late submissions and may be subject to a delay in payment. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. All invoices shall

clearly reflect and in reasonable detail give information regarding the services, as described in Exhibit A.3, for which invoice is made. Invoices may be sent to:

County of San Mateo  
Behavioral Health and Recovery Services  
2000 Alameda de las Pulgas, Suite 280  
San Mateo, CA 94403

Contractor shall submit a monthly invoice that includes a list of costs for the prior month per budget category (personnel, admin, program, contracts, etc). If BHRS is paying in arrears, then the list would be for the prior month. If BHRS is paying at the beginning of the month, then it would be a two month delay. The invoice shall include an itemized list of expenses, and is subject to approval by the BHRS Manager.

Contractor shall submit an audited financial statement at the year end.

P. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.

Q. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

R. Cost Report

1. 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 reviewed by a Certified Public Accountant and a copy of said review report shall be submitted along with the Cost Report.

2. If the annual Cost Report provided to County shows that total payment to Contractor exceed the total actual costs for all of the services rendered by Contractor to eligible patients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the Chief of San Mateo County Health or designee.
3. 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 during the reporting period.

\*\*\* END OF EXHIBIT B4 \*\*\*

Heart & Soul HOPE Program BUDGET	July 1, 2018- June 30, 2019
<b>Program Direct Staff</b>	
Mentor	\$ 40,040.00
Mentor	\$ 40,040.00
Mentor	\$ 40,040.00
Mentor	\$ 40,040.00
Mentor	\$ 40,040.00
Mentor	\$ 40,040.00
Family Partner	\$ 40,040.00
Family Partner	\$ 40,040.00
Mentor Coordinator	\$ 52,000.00
Program Director	\$ 60,000.00
Supported Employment Coordinator	\$ 45,000.00
Fringe Benefits & Payroll Taxes/Expenses (22%)	\$ 118,353.33
<b>TOTAL PROGRAM DIRECT SERVICE</b>	<b>\$ 595,673.33</b>
<b>Program Admin &amp; Oversight:</b>	
Heart and Soul ensures internal communication protocol with subcontractors, regular meetings with SMMC and BHRS Departments and Offices for consistent communication and care coordination, adheres to Quality Management Plan, works with community agencies and stakeholders to support collaborative roles.	\$ 101,738.28
Insurance	\$ 3,600.00
<b>TOTAL PROGRAM ADMIN &amp; OVERSIGHT:</b>	<b>\$ 105,338.28</b>
<b>Professional Services Direct:</b>	
Financial services, Peer Software Acquisition, systems/software setup, database design, implementation, training, maintenance, program design and development, program support (Includes SageSurfer, HSRI, TSheets)	\$ 96,075.00
<b>TOTAL PROFESSIONAL SERVICES</b>	<b>\$ 96,075.00</b>
<b>Equipment &amp; Office Supplies</b>	
Office Supplies	\$ 6,600.00
<b>TOTAL EQUIPMENT &amp; OFFICE SUPPLIES</b>	<b>\$ 6,600.00</b>
<b>Program Supplies</b>	
Post-Discharge Peer Support (toiletries, transportation, vouchers, etc.)	\$ 12,000.00
Communications IT-website, internet, cell phones, landline	\$ 18,600.00
<b>TOTAL PROGRAM SUPPLIES</b>	<b>\$ 30,600.00</b>
<b>Operations</b>	
Ongoing Hiring & Recruitment	\$ 1,200.00
Leases/Mileage/Transportation (Mentors & Program staff)	\$ 23,400.00
Rent/Utilities	\$ 14,250.00
<b>TOTAL OPERATIONS</b>	<b>\$ 38,850.00</b>
<b>TOTAL</b>	<b>\$ 873,136.61</b>
Fiscal Sponsor Heart & Soul	\$ 16,524.97
<b>GRAND TOTAL FY 18-19</b>	<b>\$ 889,661.58</b>
<b>Contract FY17-18</b>	<b>\$ 458,367.00</b>
<b>Total Contract FY 17-19</b>	<b>\$ 1,348,028.58</b>