

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

THIS SECOND AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Heat and Soul, Inc., hereinafter called "Contractor";

**W I T N E S S E I 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, the parties entered into an Agreement on September 14, 2021, for the term of July 1, 2021 through June 30, 2023, for an amount not to exceed \$2,188,060 for consumer-run peer-support services and health and wellness services; and

WHEREAS, the agreement was amended on June 10, 2022, to increase the maximum amount by \$91,533 for an amount not to exceed \$2,279,593

WHEREAS, the parties wish to amend the Agreement to increase the maximum amount by \$1,593,792 for a total amount not to exceed \$3,873,385.

**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 in this Agreement and in Exhibit A2, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B2. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed THREE MILLION EIGHT HUNDRED SEVENTY-THREE THOUSAND THREE HUNDRED EIGHTY-FIVE DOLLARS (\$3,873,385). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

2. Section 4. Term of the agreement is amended to read as follows:

Subject to compliance with all terms and conditions, the term of this Agreement

shall be from July 1, 2021 through June 30, 2024.

2. Exhibit A1 is hereby deleted and replaced with Exhibit A2 attached hereto.
3. Exhibit B1 is hereby deleted and replaced with Exhibit B2 attached hereto.
4. Exhibit C is hereby deleted and replaced with Exhibit C2 attached hereto.
5. Attachment V is hereby deleted and replaced with Attachment V2.
6. All other terms and conditions of the agreement dated September 14, 2021, 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.

DocuSigned by:  
  
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Contractor's Signature

Date: 02/27/2023  
\_\_\_\_\_

EXHIBIT A2 – SERVICES  
HEART & SOUL, INC.  
FY 2021 – 2024

In consideration of the payments set forth in Exhibit B2, 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 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, which shall include: outreach through meetings, online media and traditional news distribution, and other means as appropriate to potential members and the community at large to generate member interest and referrals. Contractor will identify new BHRS consumer participants and will further develop and maintain a consumer participant mailing list.
    - a. Contractor will mirror the cultural composition of the community by documenting targeted outreach efforts to underserved ethnic communities such as African American, Latino, Chinese, and Filipino.
    - b. Community outreach and recruitment efforts shall focus on reaching underserved, culturally diverse communities in terms of race and ethnicity, gender, sexual orientation and class.
  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, East Palo Alto or 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 services that are culturally and linguistically appropriate for the diverse cultural communities of the County.
  7. Provide services a minimum of four (4) days per week, including at least one weekend day.
  8. 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. At least forty-eight (48) 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 between the dates of service of 7/1/2021- 12/31/2022 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. Between the dates of service of 7/1/2021- 12/31/2022, 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. Between the dates of service of 7/1/2021- 12/31/2022, Heart and Soul, Inc. will be given specific on-site work assignments to be provided by Total Wellness Supervisors and Nurses.
3. Health and Wellness Groups and Activities
  - a. Contractor will provide additional Health and Wellness activities, education and one (1) support group per month, per site, at the following sites, or a virtual group:
    - i. Heart and Soul Self Help Center “The Source”;
    - ii. Industrial Hotel;
    - iii. North County BHRS;
    - iv. Coastsides; and
    - v. Friends of Hope.



- 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 (between the dates of service of 7/1/2021- 12/31/2022) and the Director of Consumer and Family Affairs.
- e. Attendance must be recorded and distributed to the Total Wellness Unit Chief (between the dates of service of 7/1/2021- 12/31/2022) and the Director of Consumer and Family Affairs.
- f. The schedules of these wellness classes shall complement the existing Total Wellness groups between dates of service of 7/1/2021- 12/31/2022, 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 (between the dates of service of 7/1/2021- 12/31/2022) 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. Participation in the State-wide self-help movement.
- 4. Detailed description of monthly activities.
- 5. Submit an annual outreach plan identifying new consumer participants.

6. Monthly reporting and invoicing shall be sent to:

Behavioral Health and Recovery Services  
Attn: Director of Consumer and Family Affairs.  
1950 Alameda de las Pulgas, Suite 155  
San Mateo, CA 94403  
or by email to: [jwilches@smcgov.org](mailto:jwilches@smcgov.org)

7. Submit monthly Seeing Through Stigma presentation reports to Office of Diversity and Equity (ODE).

G. Helping Our Peers Emerge (HOPE)

Heart and Soul shall develop and maintain the Helping Our Peers Emerge (HOPE) program. This program will assist BHRS adult clients with transition into the community from acute inpatient settings, locked facilities including Mental Health Rehabilitation Center (MHRC), jail or state hospital. The program will also support clients residing in community placements with stabilizing and maintaining placements. Peer Mentors and Family Partners will provide emotional support, access to 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. Engagement and support will begin while the individual is in acute, locked psychiatric facility or their current community placement and provided weekly until such time that the HOPE Program and BHRS 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 acute in-patient or locked setting. The support could range from 4-6 months, based on participants needs. 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, or support with maintaining in a lower less restrictive level of care in the community. Contractor will work closely with the BHRS HOPE Clinical Liaison to receive referrals. Contractor will consult with BHRS HOPE Liaison about the work of Peer and Family support, and plan and execute discharge from the HOPE program.

1. HOPE Program Services
  - a. Target Population

Contractor shall provide adult peer support 140 unduplicated adults residing in or discharging from facilities within San Mateo County and the Greater Bay Area who are at elevated risk for re-admission to an inpatient setting, or higher level of care. Contractor will provide pre and post-discharge from inpatient, locked settings (MHRC, jail, and state hospital), crisis residential programs and provide the same level of support for adults residing in community level placements (board and cares, social rehabilitation programs, or adults living independently or residing with family members).

b. Policies and Procedures

Contractor will maintain updated 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 (by month 2 for persons in the program for 4 months), 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 an acute inpatient, locked setting, jail, or while residing in the community. Peer partners will continue their engagement for up to six (6) months following discharge. If a referral is received for an individual currently residing in a community setting, duration of services will not exceed 6 months. 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 including providing peer led virtual groups.
- 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.
- l) Contractor will provide technology assistance to individuals in using cell phones, chrome pads, and/or computers to support them in accessing virtual groups, and other support services.

- 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 HOPE Clinical Liaison 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 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

Contractor will work with the BHRS HOPE Clinical Liaison to evaluate/determine successful completion of service, if the client will no longer benefit from continued service, or if there are circumstances that warrant an extension of the service beyond six months. HOPE will request a discharge or extension to the BHRS HOPE Clinical Liaison/Manager for

review and approval. HOPE will include discharge and extension information and reason for discharge or extension 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. Contractor will Reports are to include:

- i. Client name/family name
- ii. Monthly utilization – services delivered
- iii. Current monthly caseload
- iv. Number of new referrals per month
- v. Number of discharges per month
- vi. Progress on client/family goals and objectives
- vii. Referral and use of employment services, self-care practices, and other recovery markers
- viii. 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 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
- ix. Mileage reimbursement (if applicable, and must follow County rate per mile)
- x. 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 BHRS HOPE Clinical Liaison and BHRS HOPE Contract Monitor.
- vii. Meeting the contract metrics
- viii. Management of a program evaluation
- ix. Necessary quality improvement

- k. For questions or concerns regarding HOPE Program Services contact Talisha Racy, Clinical Services Manager II at (650) 573-3615 or via email at [tracy@smcgov.org](mailto:tracy@smcgov.org).

#### H. Peer-led Supports for Help@Hand Pilot Project

The Help@Hand project (formerly known as Tech Suite project) is a Mental Health Service Act (MHSA) Innovation project exploring offering online support apps with features such as 24/7 peer chat, wellness activities, and/or other relevant and timely mental wellness services free to behavioral health clients and peers.

The goal of the Peer-led Supports component of the Help@Hand Pilot Project is to provide the technology (devices, Wi-Fi service) needed to engage clients in Help@Hand activities and develop Help@Hand Ambassadors that will support clients and peers in the use of selected applications or “apps”.

Services to be provided through June 30, 2022 include, but are not limited to:

1. Technology Devices: Contractor shall maintain at minimum twenty (20) technology devices (i.e. smart phones, tablets) for Contractor agency members that do not have and/or cannot afford devices and/or Wi-Fi service at home to support over-the-phone and or virtual engagement in health, wellness and recovery activities.

- a. Contractor will utilize the Works for Government, Public Sector Plan if procuring additional subsidized technology devices (cell phones and tablets) for Help@Hand program participants during the contract term. Included within the Plan is:
  - i. No contract or expense for the device;
  - ii. Free replacement of lost, stolen or damaged devices;
  - iii. Unlimited anytime minutes and no minute overages;
  - iv. Unlimited direct connect and group connect;
  - v. Caller ID and voice mail;
  - vi. Voice roaming;
  - vii. Unlimited internet browsing and email;
  - viii. Data roaming;
  - ix. Hotspot (10GB);
  - x. Unlimited domestic messaging;
  - xi. Premium data plan (reducing/mitigating barrier of no Wi-Fi access);
  - xii. Security: Contractor shall utilize the Sprint Secure Mobile AI from Zimperium which provides:
    - a) Continual protection, even when device is offline, offering advanced threat detection based on advanced analytics and Artificial Intelligence;
    - b) Immediate risk assessments and threat alerts that can be mitigated through the Mobile Device Management (MDM) Portal. This license is per device per month and can be pushed to the device via MDM;
    - c) A management hub for device management and security. Devices can be immediately locked down remotely if lost or stolen or if data has been compromised. Through MDM, App downloads/ installation and management can be “pushed out” and pre-scheduled to device users remotely. Additional cost-generating activity such as in-app purchases, or additional services can be set to require approval through MDM, thus mitigating additional service plan costs;
    - d) Service holds at any time on a device without penalty. During hold periods, the device does not incur monthly data plan charges. Service can be restarted at any time.



- b. In instances where Wi-Fi access is a barrier for a peer to participate in the Help@Hand program, the Contractor will provide assistance in helping the peer secure Wi-Fi service.
- 2. Help@Hand Advisory Committee: Contractor will participate in the Help@Hand Advisory Committee convened and facilitated by the BHRS Office of Diversity and Equity.
  - a. Ensure at minimum one (1) representative from the Contractor agency participates in the monthly meetings. Help@Hand Advisory Committee members:
    - i. Provide input and feedback related to the design and customization of the Help@Hand apps, e.g. making the online images and language culturally appropriate, having relevant Personal Wellness Avatar interventions offered to consumers on an ongoing basis.
    - ii. Recommend additional features for the Help@Hand apps to prioritize for the target communities, e.g. for youth in crisis, the capacity to identify and show on a local map, safe places for youth to go when in need;
    - iii. Provide input on implementation, user experience and support services; and
    - iv. Provide input and review evaluation activities.
- 3. Help@Hand Pilot Activities: Contractor will support and engage “Help@Hand Ambassadors” to support pilot project activities.
  - a. Contractor will provide any preparation and support needed, including but not limited to providing stipends, for any Contractor agency member(s) that may be interested in the role of a Help@Hand Ambassador.
  - b. Help@Hand Ambassadors are individuals with lived experience that will:
    - i. Promote the use of Help@Hand apps with Contractor agency members.
    - ii. Utilize the Mobile Device Management (MDM) Portal, to “push out” downloads/installation and management of Help@Hand apps to Contractor device users remotely.

- iii. Support pilot (testing) activities of at minimum one (1) app, as identified by the Help@Hand Advisory Committee. Pilot activities may include, but not limited to:
  - a) Recruiting Contractor agency members to participate in the pilot
  - b) Providing information and onboarding supports to pilot participants
  - c) Providing basic app and device supports to pilot participants
  - d) Reviewing survey and focus group tools
- iv. Help@Hand Ambassadors(s) may participate in the Digital Literacy Training for Peers, which provides technical support to equip peer and family partners that are distributing devices to clients.
- v. At least one Help@Hand Ambassador will facilitate Tech Hours for the Contractor agency members that may need basic device supports; downloading apps, setting up e-mail and basic use of telehealth and Zoom.

#### 4. Evaluation and Reporting

- a. Contractor will participate in evaluation activities conducted by an external evaluator procured by BHRS. Data sources to support the evaluation may include:
  - i. Participant Survey: The County may gather quantitative data through surveys directly through the Help@Hand app(s) that invite clients/consumers to rate their wellness and recovery.
  - ii. Focus Groups and Interviews: The County may gather qualitative data through a process of interviews and focus groups about participant experience using the app(s); their perspective on the extent to which they engaged in the apps; whether it supported their wellness and recovery and access to both in-person and online services; and to understand the level of engagement with the app(s).
  - iii. Usage Data: anonymous user data will be gathered by selected apps about who is engaging in the Help@Hand apps and their level of usage to understand how the technology is engaging target participants.

- b. Contractor may be requested to provide annual narrative reporting on implementation success and challenges including Help@Hand participant stories and with appropriate consent, pictures and/or quotes.

## I. Technology Supports for Clients

Mental Health Service Act (MHSA) and the Coronavirus Aid, Relief, and Economic Security (CARES) Act funds will be used to fund the data plan costs for technology supports (tablet and/or phone devices previously purchased) for clients and family members of clients that would benefit from telehealth and/or other behavioral health services, but do not have the resources to purchase the technology they need.

BHRS selected a federally-subsidized program, T-Mobile For Government, that offers a low-cost data plan (internet service) along with free refurbished phones/tablets. Given the limited resources, this benefit should be prioritized for clients and families most in need and who are unable to take advantage of other low-cost and/or income-based technology supports.

### 1. Services

- a. Through CARES Act funding, BHRS purchased and delivered twenty (20) tablets with a one-year data plan subscription for the Contractor to support client participation in services. Additionally, Contractor received SEVEN THOUSAND THREE HUNDRED NINETY-FIVE DOLLARS (\$7,395) MHSA one-time funding to purchase up to twenty-five (25) additional devices with a one-year data plan subscription and/or device accessories (earbuds, styluses, screen protectors, etc.) to support use of the devices by members. The primary use of the device(s) is to facilitate client participation in behavioral health treatment and recovery services.
  - i. Contractor will distribute the devices and accessories in accordance with the guidance set forth in this agreement. and continue to monitor the use of the devices to ensure clients are engaging in services provided by the contractor.
  - ii. If a client disengages in contractor services, contractor will contact the T-Mobile rep to request the data plan be shut down to avoid incurring monthly data plan costs.

- b. Contractor will continue to utilize the developed screening or process when reallocating any of the devices to clients and families most in need and who are unable to take advantage of other low-cost and/or income-based technology services.
- c. Contractor will continue to utilize the developed user agreement for clients to support safety and accountability while using the devices. See Attachment U – Sample Device User Agreement and Waiver.

## 2. Reporting Activities

- a. As a condition of accepting the CARES Act funded tablets, Contractor will continue submit monthly Tracking Logs for active device users, see Attachment V - Technology Supports – Monthly Reporting Form. Contractor shall report the following:
  - i. Client(s) name using MHSA-funded devices for participation in services.
  - ii. Any devices that are no longer in use or if a client has disengaged in services.
    - (1) Contractor will contact their T-Mobile rep to request the data plan be shut down to avoid incurring monthly data plan costs.
  - iii. Number of devices used to support client services on-site (for example, a shared tablet at residential facility to facilitate group sessions, field services, etc.); including the following information:
    - (1) location/site;
    - (2) service provided using the device(s); and
    - (3) number of clients served.
- b. For MHSA One-Time funding, Contractor will continue to submit the monthly Tracking Logs through the remainder of the one-year data plan subscription, see Attachment V - Technology Supports – Monthly Reporting Form along with invoices for reimbursement:
  - i. Total number of phones and total number of tablets ordered.
  - ii. Detail other device accessories purchased to support client participation in services.
  - iii. Client(s) name and device (phone/tablet) and/or accessories received.
  - iv. Number of devices used to support client services on-site (for example, a shared tablet at residential facility

or lobby, to facilitate group sessions, field services, etc.); including the following information:

- (1) location/site;
- (2) service provided using the device(s); and
- (3) number of clients served.

## J. Health Order Compliance

### 1. Health Order Compliance Requirements

Contractor shall comply with all current health orders issued by the State Department of Health and the County Health Officer until such orders are lifted or deemed no longer necessary for health reasons by the State Department of Health and/or the San Mateo County Health Officer. Current health orders can be found at: <https://covid19.ca.gov/> and at <https://covid19.ca.gov/safer-economy/> for statewide information and at: <https://www.smchealth.org/health-officer-updates/orders-health-officer-quarantine-isolation> for County information.

At a minimum, Contractor will ensure the following:

- a. All clients, staff and volunteers are required to wear face coverings, exceptions can be made for the children served as allowed under state and County health guidelines.
- b. Contractor will create and implement protocols for personal protective equipment (PPE) use, handwashing, isolation for clients who test positive for COVID-19, and visitor protocols (if allowed under the current health order and in compliance with health order requirements (mass testing, which can be met by participating in the BHRS Surveillance Program)).
- c. The requirements and protocols mentioned in items a and b above, as well as all the identified strategies related to the pandemic, should be organized into a basic COVID-19 Plan. The plan should identify what impacts and hazards the pandemic poses for your organization, your response to mitigate these impacts and hazards, thresholds that balance workforce location between telework to in office to face to face services for clients, for example. This simple, living document, should reflect what is important to your organization and how you will manage during the pandemic.

### 2. Service Delivery During Health Order Restrictions

Contractor will create and implement alternate options for service delivery; such as using the telephone and/or online sessions via a virtual platform (such as Zoom, Teams, etc.), in the event that services cannot be performed face-to-face. The virtual platform selected by the Contractor must have security protocols that ensure health information and the identity of clients is protected.

In the event that the Contractor cannot transition from face-to-face services to a virtual format, or other contracted work cannot be performed, Contractor will notify the BHRS Program Manager to develop alternatives to providing deliverables and/or cancelation of services if a solution cannot be reached. In the event that services are canceled or cannot be performed, funding shall be reduced commiserate with the reduction of services.

## II. ADMINISTRATIVE REQUIREMENTS

### A. Disaster and Emergency Response Plans

CONTRACTOR will develop and maintain a Disaster and Emergency Response Plan (“Emergency Plan”) that includes all of the elements set forth in this Section, as well as any additional elements reasonably requested by the County. The Emergency Plan will also include site-Specific emergency response plan(s) for each of the sites at which CONTRACTOR provides services pursuant to this Agreement (“Site Plans”). The Emergency Plan and associated Site Plans will address CONTRACTOR preparations to effectively respond in the immediate aftermath of a national, state or local disaster or emergency (“Emergency Response”) and plans for the ongoing continuation of Services under the Agreement during and after a disaster or emergency (“Continuity of Operations”).

CONTRACTOR shall submit the Emergency Plan to the County within ninety (90) days after the beginning of the Term of the Agreement and no later than September 30<sup>th</sup>. The Emergency Plan will follow the template provided in Attachment T: Sample Template for Disaster and Emergency Response Plan as a guide when developing the plan, adding any categories or items as needed for the Contractor’s unique situation. The submitted Emergency Plan will be subject to the reasonable approval of the County. CONTRACTOR shall respond reasonably promptly to any comments or requests for revisions that the County provides to CONTRACTOR regarding the Emergency Plan. CONTRACTOR will update the Emergency Plan and associated Site Plans as circumstances warrant and shall provide County with copies of such updated plans. CONTRACTOR shall train employees

on the Emergency Plan and the Emergency Plan will include a description of how employees will be trained.

The Emergency Plan will indicate, in as much detail as reasonably possible, the categories of additional staff, supplies, and services that CONTRACTOR projects would be necessary for effective Emergency Response and Continuity of Operations and the costs that the CONTRACTOR projects it would incur for such additional staff, supplies and services. CONTRACTOR shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with, and following direction provided by, the County's Medical Health Operational Area Coordinator (MHOAC). In the event that the CONTRACTOR is required to implement the Emergency Plan during the term of the Agreement, the parties will confer in good faith regarding the additional staff, supplies and services needed to ensure Emergency Response and/or Continuity of Operations owing to the particular nature of the emergency, as well as whether the circumstances warrant additional compensation by the County for additional staff, supplies and services needed for such Emergency Response and/or Continuity of Operations.

CONTRACTOR shall reasonably cooperate with the County in complying with processes and requirements that may be imposed by State and Federal agencies (including, but not limited to the California Governor's Office of Emergency Services and the Federal Emergency Management Agency) in connection with reimbursement for emergency/disaster related expenditures.

In a declared national, state or local disaster or emergency, CONTRACTOR and its employees will be expected to perform services as set forth in the Agreement, including in the area of Emergency Response and Continuity of Operations, as set forth in the Emergency Plan and each Site Plan. CONTRACTOR shall ensure that all of its employees are notified, in writing, that they will be expected to perform services consistent with the Emergency Plan and each Site Plan.

**B. 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 Mental Health Support

Contractor will have written procedures for referring individuals to County Behavioral Health Services when necessary.

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) Short-Doyle MediCal Mental Health Providers shall document in accordance with the BHRS Mental Health & AOD Documentation Manual located online at: <https://www.smchealth.org/sites/main/files/file-attachments/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 # 19-08, which can be found online at: <https://www.smchealth.org/bhrs-policies/credentialing-and-re-credentialing-providers-19-08>. 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 BHRIS Quality Management via email at: [HS\\_BHRIS\\_QM@smcgov.org](mailto:HS_BHRIS_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 BHRIS 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 BHRIS 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 BHRIS clients. Contractor may utilize BHRIS 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 the 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:

1. Adhere to CCR 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

2. Obtain an exemption from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as a part of their employment with the contractor.

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

### 13. 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.

### C. 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 Office of Diversity & Equity (ODE) at 650- 573-2714 or [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 Office of Diversity & Equity (ODE) by September 1st 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 a Health Equity Initiative (HEI), including but not limited to the Diversity & Equity Council (DEC), for the term of the Agreement. Participation in an HEI/DEC 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 HEI/DEC, and other cultural competence efforts within BHRS, contact ODE or visit <https://www.smchealth.org/health-equity-initiatives>.
  3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If Contractor is unable to provide services in those languages, Contractor is expected to contact their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact ODE.
  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 ODE 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 ODE ([ode@smcgov.org](mailto:ode@smcgov.org)) to plan for appropriate technical assistance.

### III. GOALS AND OBJECTIVES

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

#### Self-Help Services

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

Objective 1: 85% (or 340 unduplicated number) of clients participating in the program will receive peer-support services.

#### Seeing Through Stigma Services

Goal: Contractor will complete community presentations by June 30, 2024.

Objective 2: Contractor shall present 100%, or a minimum of 48 presentations annually, to 400 unduplicated attendees.

#### HOPE Services

Goal: Increase the ability of program participants to remain in the least restrictive level of care.

Objective 3: 75% of Hope participants will not admit to a higher acute, or locked level of care while enrolled in the program.

Goal: Increase engagement of family members in the HOPE program.

Objective 4: 100% of all participants enrolled in the HOPE program will be offered family partner services.

Objective 5: Contractor will provide family partner services to at least 25% of participants family.

\*\*\* END OF EXHIBIT A2 \*\*\*



EXHIBIT B2 – PAYMENTS AND RATES  
HEART & SOUL, INC.  
FY 2021 – 2024

In consideration of the services provided by Contractor in Exhibit A2, 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 contract shall not exceed THREE MILLION EIGHT HUNDRED SEVENTY-THREE THOUSAND THREE HUNDRED EIGHTY-FIVE DOLLARS (\$3,873,385).

B. Peer Support/Self Help Services

Contractor shall be reimbursed up to a total of ONE MILLION FOUR HUNDRED FORTY-SIX THOUSAND TWENTY-EIGHT DOLLARS (\$1,446,028) for Peer Support/Self Help Services as described in Paragraph A of Exhibit A2, for the term of this agreement.

1. For the term July 1, 2021 through June 30, 2022, 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-NINE THOUSAND THREE HUNDRED SEVENTY-NINE DOLLARS AND EIGHTY-TWO CENTS (\$39,379.82), not to exceed FOUR HUNDRED SEVENTY-TWO THOUSAND FIVE HUNDRED FIFTY-EIGHT DOLLARS (\$472,558). Final cost settlement is included in paragraph O of this Exhibit B2.
2. For the term July 1, 2022 through June 30, 2023, the rate of an advanced monthly payment by County to Contractor shall be one-twelfth (1/12th) of the maximum amount per month or FORTY

THOUSAND FIVE HUNDRED SIXTY-ONE DOLLARS AND TWENTY-ONE CENTS (\$40,561.21), not to exceed FOUR HUNDRED EIGHTY-SIX THOUSAND SEVEN HUNDRED THIRTY-FIVE DOLLARS (\$486,735). Final cost settlement is included in paragraph O of this Exhibit B2.

3. For the term July 1, 2023 through June 30, 2024, the rate of an advanced monthly payment by County to Contractor shall be one-twelfth (1/12th) of the maximum amount per month or FORTY THOUSAND FIVE HUNDRED SIXTY-ONE DOLLARS AND TWENTY-ONE CENTS (\$40,561.21), not to exceed FOUR HUNDRED EIGHTY-SIX THOUSAND SEVEN HUNDRED THIRTY-FIVE DOLLARS (\$486,735). Final cost settlement is included in paragraph O of this Exhibit B2.
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 ONE HUNDRED THREE THOUSAND NINE HUNDRED SIXTY-THREE DOLLARS (\$103,963) for Seeing Through Stigma Presentations as described in Paragraph D of Exhibit A2, for the term of this Agreement.

1. For the term July 1, 2021 through June 30, 2022, Contractor shall be paid one-twelfth (1/12th) of the maximum amount per month or FOUR THOUSAND TWO HUNDRED SIXTY-SEVEN DOLLARS AND SEVENTY-TWO CENTS (\$4,267.72), not to exceed FIFTY-ONE THOUSAND TWO HUNDRED THIRTEEN DOLLARS (\$51,213). Final cost settlement is included in paragraph O of this Exhibit B2.
2. For the term July 1, 2022 through June 30, 2023, Contractor shall be paid one-twelfth (1/12th) of the maximum amount per month or FOUR THOUSAND THREE HUNDRED NINETY-FIVE DOLLARS AND EIGHTY-THREE CENTS (\$4,395.83), not to exceed FIFTY-TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$52,750). Final cost settlement is included in paragraph O of this Exhibit B2.
3. For the term July 1, 2023 through June 30, 2024, Contractor shall be paid one-twelfth (1/12th) of the maximum amount per month or FOUR THOUSAND THREE HUNDRED NINETY-FIVE DOLLARS

AND EIGHTY-THREE CENTS (\$4,395.83), not to exceed FIFTY-TWO THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$52,750). Final cost settlement is included in paragraph O of this Exhibit B2.

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.

D. Health and Wellness Services

County shall be obligated to pay a maximum of THIRTY-TWO THOUSAND FOUR HUNDRED THIRTY-THREE DOLLARS (\$48,890) for Health and Wellness Services as described in Paragraph E of Exhibit A2, for the term of the Agreement.

1. FY 2021 – 2022 (July 1, 2021 – June 30, 2022)
  - a. Contractor will be paid EIGHT THOUSAND FIVE HUNDRED TWENTY-FIVE DOLLARS (\$8,525) for Wellness Coach(es). Contractor shall be reimbursed at a rate of EIGHTEEN DOLLARS AND SIXTY-THREE CENTS (\$18.63) per hour, as well as a ten percent (10%) administrative fee.
  - b. The total obligation for Wellness Groups/Activities is SEVEN THOUSAND FOUR HUNDRED FIFTY-ONE DOLLARS (\$7,451). Contractor shall host five (5) groups per month, at a rate of ONE HUNDRED TWENTY-FOUR DOLLARS AND EIGHTEEN CENTS (\$124.18) per group. NOTE: A group shall be comprised of **five (5)** or more participants. Contractor shall submit a monthly invoice to include a summary of charges for the month of service.
2. FY 2022 – 2023 (July 1, 2022 – June 30, 2023)
  - a. Contractor will be paid EIGHT THOUSAND SEVEN HUNDRED EIGHTY-TWO DOLLARS (\$8,782) for Wellness Coach(es). Contractor shall be reimbursed at a rate of NINETEEN DOLLARS AND NINETEEN CENTS (\$19.19) per hour, as well as a ten percent (10%) administrative fee.
  - b. The total obligation for Wellness Groups/Activities is SEVEN THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS (\$7,675). Contractor shall host five (5) groups per month, at a rate of ONE HUNDRED TWENTY-SEVEN DOLLARS AND

NINETY-ONE CENTS (\$127.91) per group. NOTE: A group shall be comprised of **five (5)** or more participants. Contractor shall submit a monthly invoice to include a summary of charges for the month of service.

3. FY 2023 – 2024 (July 1, 2023 – June 30, 2024)

- a. Contractor will be paid EIGHT THOUSAND SEVEN HUNDRED EIGHTY-TWO DOLLARS (\$8,782) for Wellness Coach(es). Contractor shall be reimbursed at a rate of NINETEEN DOLLARS AND NINETEEN CENTS (\$19.19) per hour, as well as a ten percent (10%) administrative fee.
- b. The total obligation for Wellness Groups/Activities is SEVEN THOUSAND SIX HUNDRED SEVENTY-FIVE DOLLARS (\$7,675). Contractor shall host five (5) groups per month, at a rate of ONE HUNDRED TWENTY-SEVEN DOLLARS AND NINETY-ONE CENTS (\$127.91) per group. NOTE: A group shall be comprised of five (5) or more participants. Contractor shall submit a monthly invoice to include a summary of charges for the month of service.

E. Helping Our Peers Emerge (HOPE)

Subject to the availability of State Whole Person Care Grant and MHA funding for services as described in Section I.G. of Exhibit A2, Contractor shall receive a maximum of ONE MILLION ONE HUNDRED THIRTY-THREE THOUSAND NINE HUNDRED EIGHTY-FOUR DOLLARS (\$1,133,984) for the Helping Our Peers Emerge program. This amount shall include the following:

1. FY 2021 – 2022

Contractor shall be paid one-twelfth (1/12th) of the maximum amount per month or SIXTY-TWO THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS AND TWENTY-SIX CENTS (\$62,375.26) for a maximum of SEVEN HUNDRED FORTY-EIGHT THOUSAND FIVE HUNDRED FOUR DOLLARS (\$748,504), for the term July 1, 2021 through June 30, 2022. Invoices shall include an itemized list of expenses, listed categorically according to Exhibit C2 – Contractor’s Budget, and are subject to approval by the BHRS Program Manager.

2. FY 2022 – 2023

For the term July 1, 2022 through June 30, 2023, Contractor shall be paid one-twelfth (1/12th) of the maximum amount per month or SIXTY-FOUR THOUSAND TWO HUNDRED FORTY-SIX DOLLARS AND FIFTY-ONE CENTS (\$64,246.51) for a maximum of SEVEN HUNDRED SEVENTY THOUSAND NINE HUNDRED SIXTY DOLLARS (\$770,960). Invoices shall include an itemized list of expenses, listed categorically according to Exhibit C2 – Contractor’s Budget, and are subject to approval by the BHRS Program Manager.

3. FY 2023- 2024

For the term July 1, 2023 through June 30, 2024, Contractor shall be paid one-twelfth (1/12th) of the maximum amount per month or FIFTY-FOUR THOUSAND THREE HUNDRED SIXTY-FOUR DOLLARS AND SIXTEEN CENTS (\$54,364.16) for a maximum of SIX HUNDRED FIFTY-TWO THOUSAND THREE HUNDRED SEVENTY DOLLARS (\$652,370). Invoices shall include an itemized list of expenses, listed categorically according to Exhibit C2 – Contractor’s Budget, and are subject to approval by the BHRS Program Manager.

F. Peer-led Supports for Help@Hand Pilot Project

For the term July 1, 2021 through June 30, 2022, Contractor shall be paid a maximum amount of FORTY-NINE THOUSAND NINE HUNDRED TWENTY DOLLARS (\$49,920) for the Peer-led Supports of the Help@Hand Pilot Project. Contractor shall be reimbursed the full cost of providing services described in Exhibit A2. Contractor shall bill the County on the tenth (10th) workday of the month. Contractor’s invoice shall include the invoice from Sprint/T-Mobile and Contractor’s proof of payment, clearly itemizing expenditures and services delivered the previous month as per the following budget:

July 1, 2021 – June 30, 2022	Monthly Amount	Total Amount
<b>Administrative Oversight</b>		
• Program Coordination	\$1,000	\$12,000
• Peer Ambassadors	\$1,000	\$12,000
<b>Direct Expenditures</b>		
• Devices, Software, Data Plans (Sprint)*	\$760	\$9,120
• Devices, Software, Data Plans (T-Mobile)*	\$250	\$5,400
• Device Hardware, Software, Supplies for Peer Ambassador**	\$500	\$2,400
<b>Operating Expenditures</b>		

• Technology (IT) Support	\$500	\$9,000
<b>TOTAL</b>	<b>\$4,010</b>	<b>\$49,920</b>
*Includes Security and MDM add on's**laptop, supplies, equipment required to carry out job duties, to date we have been using equipment borrowed from other Clubhouse programs		

G. Technology Supports for Clients

1. Contractor shall submit the corresponding Attachment V Reporting Form for the technology support of tablets, funded by the CARES Act. Contractor's reporting shall include monthly tracking logs as described in Exhibit A2 – Reporting Activities.

Contractor shall submit the corresponding Attachment V Reporting Form for the technology supports of cell phones, devices and data plans funded by the MHSA. Contractor's reporting shall include monthly tracking logs as described in Exhibit A2 – Reporting Activities.

- H. 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 San Mateo County Health or designee.
- I. Within forty-five (45) days of expiration of the agreement, Contractor shall provide a final accounting of funds expended in the provision of the contracted services. This accounting report shall be submitted to the BHRS Program Manager.
- J. Contractor shall return any unspent monies with the submission of the final accounting of funds report.
- K. Contractor's annual FY 2021-24 budget is attached and incorporated into this Agreement as Exhibit C2.
- L. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.
- M. Modifications to the allocations in Paragraph A of this Exhibit B2 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.
- N. The Chief of San Mateo County Health or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term

and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

- O. 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.
- P. In the event this Agreement is terminated prior to June 30, 2024, 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 San Mateo County Health or designee.
- Q. 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.
- R. 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 A2, for which invoice is made. Invoices may be sent to [BHRS-Contracts-Unit@smcgov.org](mailto:BHRS-Contracts-Unit@smcgov.org) OR:

County of San Mateo  
Behavioral Health and Recovery Services  
Contract Unit  
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.

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

T. 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.

U. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

V. 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.

W. Invoice Certification and Program Integrity

Anytime Contractor submits an invoice to the County for reimbursement for services provided under Exhibit A2 of this Agreement, Contractor shall certify by signature that the invoice is true and accurate by stating the invoice is submitted under the penalty of perjury under the laws of the State of California.

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

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

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

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

Agency \_\_\_\_\_”

\*\*\* END OF EXHIBIT B2 \*\*\*

Attachment V2 - Technology Supports – Monthly Reporting

Form DEVICE TRACKING LOGS – CARES Act

Reporting Month: Choose an item.

Client(s) Name (client that received tablet during the reporting month):

1.	14.
2.	15.
3.	16.
4.	17.
5.	18.
6.	19.
7.	20.
8.	21.
9.	22.
10.	23.
11.	24.
12.	25.
13.	26.

Number of devices assigned to support client services on-site (during the reporting month): \_\_\_\_\_

*This section is for devices not given to clients to take home, but rather assigned to support client-related services such as, a shared tablet at residential facility or lobby, to facilitate group sessions, field services, etc.*

1.	Tablet used for (service provided):	Tablet primary location/site:	Number of clients served (during the reporting month):
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

**DEVICE TRACKING LOGS – MHSA One-Time Funding**

Reporting Month: Choose an item.

Total number of T-Mobile For Government phones ordered: \_\_\_\_\_

Total number of tablets ordered: \_\_\_\_\_

Other device accessories purchased to support client participation in services (headphones, screen protectors, device covers, and/or other device accessories)

Type of Accessory Purchased	Units Purchased	\$ Cost per Unit	Total \$Amount
1.			
2.			
3.			
4.			

Clients that received a device (during the reporting month):

Client(s) Name	Type of device received (tablet or phone) and/or accessories
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	

Number of devices assigned to support client services on-site (during the reporting month): \_\_\_\_\_

*This section is for devices not given to clients to take home, but rather assigned to support client-related services such as, a shared tablet at residential facility or lobby, to facilitate group sessions, field services, etc.*

	Tablet used for (service provided):	Tablet primary location/site:	Number of clients served (during the reporting month):
1.			
2.			
3.			
4.			
5.			
6.			

## DEVICE TRACKING LOGS – MHSA Funding

Reporting Month: Choose an item.

**Clients actively using a device** (during the reporting month), including any devices re-assigned (if any):

Client(s) Name	Type of device received (tablet or phone)
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	
16.	
17.	
18.	
19.	
20.	

**Devices assigned to support client services on-site** (during the reporting month)

*This section is for devices not given to clients to take home, but rather assigned to support client-related services such as, a shared tablet at residential facility or lobby, to facilitate group sessions, field services, etc.*

	Tablet used for (service provided):	Tablet primary location/site:	Number of clients served (during the reporting month):
1.			
2.			
3.			
4.			
5.			

**Devices no longer in use** (during the reporting month) if a client has disengaged in services and the devices were not returned nor reassigned to another client. *Please contact your T-Mobile rep immediately to request the data plan be shut down to avoid incurring monthly data plan costs.*

	Device phone number	SIM number (if available)	IMEI number (if available)
1.			
2.			
3.			
4.			