AMENDMENT TO AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PUENTE DE LA COSTA SUR

THIS AMENDMENT TO THE AGREEMENT, entered into this _____ day of _____, 20_____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and PUENTE DE LA COSTA SUR, 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, the parties entered into an Agreement on September 17, 2019 for Project Success services for the term July 1, 2019 through June 30, 2021 and Mindfulness-Based Substance Use Treatment services for the term July 1, 2019 through December 31, 2019, in the amount of $610,709; and

WHEREAS, on December 10, 2019, the Chief of San Mateo County Health approved an amendment to the Agreement to extend the term of Mindfulness-Based Substance Use Treatment services through June 30, 2020 and increase the amount by $10,927 to $621,635; and

WHEREAS, the parties wish to amend the Agreement to add trauma-informed co-occurring prevention services for youth, extending the term through June 30, 2021, and increasing the amount by $30,000 to an amount not to exceed $651,635.

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 "A2," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B2." 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 SIX HUNDRED FIFTY-ONE THOUSAND SIX HUNDRED THIRTY-FIVE DOLLARS ($651,635).

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. All other terms and conditions of the agreement dated September 17, 2019, between the County and Contractor shall remain in full force and effect.

*** SIGNATURE PAGE TO FOLLOW ***

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

PUENTE DE LA COSTA SUR

Rita Mauura
Contractor's Signature

Date: 7/27/2020

EXHIBIT A2 – SERVICES
PUENTE DE LA COSTA SUR
FY 2019 – 2021

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. Project SUCCESS

Project SUCCESS (Schools Using Coordinated Community Efforts to Strengthen Students), is a research-based program that builds on the findings of other successful prevention programs by using interventions that are effective in reducing risk factors and enhancing protective measures.

1. Project SUCCESS is considered a SAMHSA model program that prevents and reduces substance use and abuse, and associated behavioral issues among high risk, multi-problem youth ages nine to eighteen (9-18). It works by placing highly trained professionals (Project SUCCESS counselors) in the schools to provide a full range of prevention and early intervention services.

2. The San Mateo County Health System has adopted the Search Institute's 40 Developmental Assets as the framework to use when addressing the needs of young people in the community. This strengths-based model works with youth, their families, schools and community to promote the forty (40) internal and external assets needed to build positive self-esteem, the ability to solve problems and build healthy social relationships. Research has shown that youth with high levels of assets over thirty (30) are more likely to succeed academically, maintain good health, and contribute to their community. They are also less likely to engage in risky behaviors such as fighting in school, truancy, and gang membership.

   Contractor shall incorporate the forty (40) Developmental Assets into program treatment goals, individual goals and family goals. This strengths-based model works with youth, their families, school and community to promote the forty (40) internal and external assets needed to build positive self-esteem, the ability to solve problems and build healthy social relationships.

3. Mental Health Services Act (MHSA) programs for children and youth will also reflect the following core values:

a. Services and supports are individualized, built on strengths, and meet the needs of youth and families across the life domains to promote success, safety, and permanency in home, school, and the community.

b. The process is culturally competent, building on the unique values, preferences, and strengths of youth, families, and their communities.

c. Family is defined to mean relatives, caregivers, peers, friends, and significant others as determined by the individual client.

4. The ethnic/linguistic populations that are emphasized for program services are those that have experienced the greatest disparities in access and services utilization in San Mateo's Behavioral Health and Recovery Services' (BHRS) system. Services should be linguistically and culturally competent and provided, to a substantial degree, by staff from the same ethnic groups as enrollees. To successfully address the targeted populations, the program must incorporate culturally competent elements such as:

   a. A culturally competent service provider or system acknowledges diversity and recognizes its value, is knowledgeable about cultural differences and can provide high quality services adapted to meet unique cultural needs.

   b. Outreach and engagement strategies are designed to reach diverse communities of at-risk Asian/Pacific Islander, Latino and African American children to be engaged in services.

   c. Successful services engage and empower children and their families, maximizing the benefits derived from use of culturally appropriate strategies and supports and thus reduce under-utilization of services that puts the youth at-risk of placement in more restrictive settings, including incarceration. Focusing on consumer-generated goals that are culturally relevant empowers youth and their families to engage in services and maintain that engagement.

   d. Culturally competent services are sensitive to the client's cultural identity, available in the client's primary language and use the natural supports provided by the client's culture and community.

   e. Goal setting and planning processes are culturally sensitive and build on the youth's and family's cultural community

resources and context. Individual, culturally focused community supports are identified and integrated into planning. Service plans reflect and respect the healers and their healing traditions of each youth and family.

f. Culturally diverse and culturally informed staff incorporate culturally relevant strategies, including the use of families and extended families to provide natural supports. The use of these culturally relevant strategies also builds youth and family commitment to treatment.

g. Team members are trained in culturally competent practices. Services are delivered by bilingual, culturally competent staff.

5. Service Model

a. Project SUCCESS is in SAMHSA's National Registry of Evidence-Based Practices. Information on the program can be located at the following web address: www.nrepp.samhsa.gov/prografulldetails.asp?PROGRAM ID=199.

b. Project SUCCESS counselors use the following intervention strategies: information dissemination, normative and prevention education, problem identification and referral, community-based process and environmental approaches. In addition, resistance and social competency skills, such as communication, decision making, stress and anger management, problem solving, and resisting peer pressure are taught.

The counselors primarily work with adolescents individually and in small groups; conduct large group prevention/education discussions and programs; train and consult on prevention issues with school staff; coordinate with the school; refer students and families needing substance abuse treatment or mental health services in the community and provide follow-up. The following four program components are utilized in Project SUCCESS:

i. The Prevention Education Series – An Alcohol, Tobacco and Other Drug prevention program conducted by the Project SUCCESS Counselor with small groups of students.

ii. Individual and Group Counseling – Project SUCCESS counselors conduct time-limited group counseling at school for students following participation in the

Prevention Education Series; individual assessments and individual sessions are provided as needed. There are seven different counseling groups for students to participate in.

iii. Parent Programs – Project SUCCESS includes parents as collaborative partners in prevention through parent education programs.

iv. Referral - Students and parents who require treatment, more intensive counseling, or other services are referred to appropriate agencies or practitioners in the community by their Project SUCCESS counselors.

6. The program will operate under policies and procedures that ensure:

a. Collaboration with all systems of care staff involved with the children and families (e.g., Behavioral Health and Recovery Services, Health Insurance, Child Welfare, Juvenile Justice, and/or Education).

b. There is support for parents when they have their own mental health or substance abuse needs. The program will facilitate access to services, interfacing with adult Mental Health (MH) or AOD services when family members meet MH and/or AOD criteria or referring them to primary care or community resources.

B. Trauma-informed Co-Occurring Prevention Interventions for Youth

For the term July 1, 2019 through June 30, 2020, BHRS piloted an alternate curriculum to Seeking Safety: The Mindfulness-Based Substance Abuse Treatment (MBSAT) 12-session curriculum; to allow for focus groups with youth and providers, and an analysis of outcomes. All Seeking Safety providers, including StarVista, were invited and agreed to participate in the pilot curriculum.

The MBSAT curriculum integrates best practices from the fields of mindfulness, psychotherapy, and substance use reliance treatment as applied to working with adolescents. The program was created to provide mental health professionals; teachers and other facilitators who provide group-based substance abuse treatment, a methodology of connecting with adolescents on an authentic level, while also fostering a greater self-awareness and greater regulatory capacity over unhealthy behaviors (e.g. substance use, violence etc.) MBSAT is a manualized intervention that provides guidance on mindfulness meditation, informal mindfulness activities, and substance use education and relapse-prevention strategies over the course of twelve (12) sessions. The MBSAT curriculum is flexible

in regard to the number of groups, duration of the group and content that is prioritized for a group, and it can be conducted in an individual/group format with diverse populations. Contractors shall work with the BHRS team and the MBSAT consultant to implement appropriate adaptations as needed.

1. MBSAT provides services for youth, in a non-traditional behavioral health setting. Services will include population and group-based interventions to at-risk youth ages fifteen (15) to twenty-five (25).

2. The key principals of MBSAT are:

    a. Increase emotional awareness, improve insight into substance use, learn about the consequences of substance use and decrease impulsive behaviors.

    b. Integrated treatment working on the cyclical relationship between trauma and substance use reliance.

    c. Initial sessions include improving self-awareness, increase knowledge of drugs and impact on the individual, formal meditation, physical effects of drugs and pros and cons of drug use through a mix of psycho education, role play and interaction.

    d. The curriculum integrates the individual with social and environmental influences on their drug use and how they in turn influence those systems. Additionally, within that context intergenerational trauma is also discussed.

3. Services will be provided to all at-risk youth (ages 15-25) being served in community-based sites other than contractor sites; and specifically target Asian/Pacific Islander, Latino and African American youth who experience or have experienced trauma.

4. Services will be provided to five (2) cohorts of youth (8-12 group session) in community settings during the term of this Agreement.

5. Contractor shall collaborate with all systems of care staff involved with the youth and family (e.g. Behavioral Health and Recovery Services, Health Insurance, Child Welfare, Juvenile Justice, and/or Education) including the primary care physician of youth participating.

6. Contractor shall facilitate access for parents in need of mental health or substance abuse support to services, interface with adult mental health or alcohol and other drug services when family members meet

mental health and /or alcohol and other drug criteria or refer them to primary care or community resources.

7. Staff shall be trained in the MBSAT model and deliver services with fidelity, consistent with the model.

8. Contractor will support evaluation activities as follows:

   a. Administer pre and post- tests with clients to assess improvement in the following:
      i. Emotional Regulation Questionnaire
      ii. Development Asset Profile
      iii. Client satisfaction

   b. BHRS will conduct focus groups to engage parents and/or youth participants in feedback regarding the MBSAT curriculum and key interviews with staff/facilitators involved in the delivery of MBSAT.

9. Monthly Reporting

   Contractor shall administer/utilize any and all survey instruments as directed by BHRS, including but not limited to the following outcomes and satisfaction measurement instruments. Contractor shall measure outcomes by choosing one of the following: a survey instrument as agreed upon by BHRS, satisfaction survey for students, staff and/or parents, focus groups for students, staff and/or parents.

C. Trauma-informed Co-occurring Services for Youth

For the term July 1, 2020 through June 30, 2021, Contractor shall provide Trauma-informed Co-occurring Services for Youth. This approach emerged from BHRS and contract providers implementing and piloting prevention and early intervention evidence-based curriculum for youth. The intent of these services is to address trauma and co-occurring substance use issues with youth via culturally relevant evidence-based and/or promising practice programs.

1. Service Approach

   a. *Trauma-informed.* All six key principles of a trauma-informed approach shall be incorporated when serving youth with mental illness and/or co-occurring substance use challenges and their families; safety, trustworthiness and transparency,

peer support, collaboration, empowerment and cultural, historical and gender issues.

b. *Cultural responsiveness.* Culturally responsive services are sensitive to the diverse cultural identity, are delivered by bilingual/bicultural staff and/or are available in the primary language of clients and use the natural supports provided by the client's culture and community. Outreach and engagement strategies shall be designed to reach diverse communities.

c. *Community Resilience.* As literature continues to grow, we are able to draw the connections between the social determinants of health (SDOH), such as lack of affordable safe housing, quality medical care and education, to preventing and protecting youth from Adverse Childhood Experiences (ACEs). ACEs are imperative to address because they are associated with a variety of health impacts including depression, post-traumatic stress disorder, anxiety, attempted suicide, substance use, academic achievement and high-risk sexual behaviors. A community resilience approach that addresses youth needs at multiple levels (SDOH, ACEs) can improve youth behavioral health outcomes and foster collaboration across child health, public health and community-based supports.

2. Staffing

a. Executive Director: Contractor will assign 1.2% time of existing staff to provide vision and direction.

b. Program Director: Contractor will assign 0.5% of existing staff to provide programmatic oversight.

c. Clinical Director: Contractor will assign 7% time of existing staff to manage the grant, provide supervision and participate in aspects of the project.

d. Associate Social Workers (2): Contractor will assign 5.4% of time of existing staff to facilitate the MBSAT groups.

e. Data Entry Associate: Contractor will assign 5.8% of time of existing staff to collect and enter data into the system.

f. Staff coverage: Contractors will ensure that each MBSAT group has a ratio of at least 1 facilitator for every 8 youth – 1:4

when staffing allows – and efforts will be made to have a secondary facilitator for each group.

i. Should the primary and secondary facilitator be unable to facilitate, the program manager will provide coverage.
ii. Contractor will also encourage other youth programs within the agency to train their clinicians in MBSAT and use this program, should they need to assist with group services.

g. Staff supervision: Contractor will ensure that staff supervision occur on a weekly basis and as needed. The Clinical Director will meet with the clinicians on staff on a weekly basis.

h. Staff training: Contractor will ensure that program staff complete 20 hours of training per year including the
i. 6-hour MBSAT training;
ii. 3-hour Trauma 101 training;
iii. Contractor will provide inhouse trainings on topics of HIPAA, Cultural Humility, Sexual Orientation and Gender Identity (SOGI), Trauma-Informed Care, as well as additional topics such as Question Persuade Refer (QPR), and group facilitation.
iv. Contractor will seek opportunities to become trainers in all required courses to build internal capacity in each agency to deliver all future trainings.

3. Target population

The Contractor will target youth and transitional age youth (TAY) ages 15-25 who are at greatest risk for adverse childhood experiences and generational trauma. This program will target youth in the communities of Pescadero, La Honda, Loma Mar and San Gregorio who are largely marginalized, low-income, Latinos, agricultural workers of children of agricultural workers, and immigrants from Mexico and Central America.

a. Recruitment

Contractor will conduct recruitment of individuals through their partnership with the La Honda-Pescadero Unified School District (LHPUSD). Students will be referred by teachers, administrators as well as self-referral. Students ages 15-18 will be recruited through this partnership, and youth 18-25 who are out of school will be recruited via other Puente programs and BHRS.

4. Services

The services provided will consist of three required components; Group-Based Intervention; Community Engagement; and Social Determinants of Health (SDOH) Screening and Referrals.

a. Group-Based Intervention – Mindfulness-Based Substance Abuse Treatment (MBSAT)
   i. Contractor will utilize the MBSAT curriculum, which integrates best practices from the fields of mindfulness, psychotherapy, and substance use reliance treatment as applied to working with adolescents. MBSAT is a manualized intervention that provides guidance on mindfulness meditation, informal mindfulness activities, and substance use education and relapse-prevention strategies over the course of 12 sessions. The goals are to increase emotional awareness, improve insight into substance use, learn about the consequences of substance use and decrease impulsive behaviors.
   ii. Contractor will ensure that staff delivering the MBSAT curriculum have completed appropriate training/certification required to deliver the services.
   iii. Contractor will develop a process for selection of facilitator staff that will deliver the curriculum and a training plan that addresses training maintenance in the case of staff turnover. Key qualities of facilitators of mindfulness-based interventions includes authenticity in terms of self-awareness, commitment to daily mindfulness practices and genuine interest in participants to develop positive rapport and relationships. Clinical licensure or license-eligible (e.g. ACSW, AMFT) is preferred but not required.
   iv. Contractor will facilitate six (2) cohorts of group-based interventions per year, which will consist of at least eight (8) sessions and up to twelve (12) sessions per cohort. One additional (1) session will be conducted in collaboration with BHRS to present on youth community engagement opportunities.
   v. Sixteen (16) youth per year, an average of eight (8) youth per cohort, will complete at least eight (8) MBSAT sessions. Contractor shall recruit more than 8 youth per cohort to account for attrition.

vi. Provide stipends, refreshments and/or incentives as needed to encourage participation. Refreshments should follow healthy food guidelines, limiting salt, saturated and trans fats and added sugars.
vii. Cohorts will be conducted in the La Honda-Pescadero Unified School District (LHPUSD) at Pescadero High School.

b. Community Engagement
i. Contractor will provide four (4) foundational trauma-informed 101 training for adults and other members of the community that interact with the youth participants (parents, teachers, probation officers, service providers, community, etc.) to create trauma-informed supports for youth.
ii. Childcare, refreshments and/or incentives will be provided as needed to encourage participation.
iii. Referrals/resources will be provided to adult participants as appropriate.
iv. Contractor will work in collaboration with BHRS staff to connect and support warm handoff of interested cohort youth to leadership engagement opportunities provided through the Office of Diversity and Equity (ODE) Health Ambassador Program for Youth and Alcohol and Other Drug (AOD) youth prevention programs.

c. SDOH Screening and Referrals
i. Contractor will screen youth participants at intake for social determinants of health impacts to support appropriate referrals and identifying community-based social service resources and social needs and/or gaps.
ii. A screening tool will be developed by BHRS in collaboration with the Contractor.
iii. Linkages/referrals, including warm hand-offs to appropriate agencies will be provided to address youth' social needs.
iv. Linkages/referrals to BHRS will be provided for individuals who may need more extensive mental health and/or substance use treatment.

5. Reporting and Evaluation

The program will be evaluated for implementation according to contract terms, to ensure the program is achieving desired impact, satisfaction of services from clients, families, and/or communities,

responsiveness to target populations, and success, challenges and areas of improvement. Contractor will support the following tracking, reporting and evaluation activities:

Tracking Logs:

a. Cohort implementation – Contractor will track cohort characteristics including, but not limited to:
   i. total number of sessions conducted per cohort,
   ii. number of participants enrolled in cohort,
   iii. number completing all sessions and overall attendance rate

b. Community engagement services – Contractors will track the following:
   i. adults engaged in foundational trauma-informed 101 training,
   ii. demographics of adult participants
   iii. number of youths successfully linked to youth engagement activities (participated in capacity building activities).

c. SDOH Screening and Referrals – Contractors will track referrals made to behavioral health, social service needs, including medical.

Evaluation

a. Contractor will work with BHRS to develop a pre- and post-cohort survey to assess, internal strengths and external supports across several contexts of youths' lives: personal, peers, family, school, and community. Other information that will be collected include, but not limited to:
   i. SDOH screening results and linkages made.
   ii. Demographics of youth participants.
   iii. Youth success stories.
   iv. Satisfaction surveys with youth and trauma-informed 101 training participants to measure satisfaction with service provision.

b. Contractor will participate and support the facilitation of any additional evaluation activities as determined by BHRS (e.g. focus groups and/or key interviews).

Reporting Activities

a. Contractors will submit all Tracking Logs as described above monthly to the BHRS program manager.

b. Contractors will participate in regular monitoring check-ins with the BHRS program manager to identify challenges and areas of improvement and highlight successes, and annual reporting narratives capturing these factors.

c. Evaluation data collected including youth demographics, SDOH screening and referral outcomes will be data entered into an online survey portal(s) provided by BHRS.

d. Contractor will submit a year-end report due by the fifteenth (15th) of August and submitted to the BHRS program manager and the MHSA Manager.

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. 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.

3. 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.

4. 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.

5. 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.

6. Beneficiary Brochure and Provider Lists

Contractor must provide Medi-Cal beneficiaries new to BHRS with a beneficiary brochure at the time of their first mental health service from the Contractor. Contractors are required to be aware of and make available to BHRS Medi-Cal clients all mandatory postings listed at this website http://www.smchealth.org/bhrs/providers/mandpost.

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 F – Agency/Group Credentialing Information will be included in the contract packet. Contractor must complete Attachment F and return it along with all other contract forms.

b. Credentialing Check – Monthly
Contractor will complete Attachment F – Agency/Group Credentialing Information each month and submit the completed form to BHRS Quality Management via email at: 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 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:

a. 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

b. 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.

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.

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). 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 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:

A. Project SUCCESS

Goal: Increase coping skills by students who complete their participation in Project SUCCESS groups, as reflected in an increase in their internal assets (a composite measure of five

critical coping skills) from prior to participation to after participation.

Objective 1: Seventy-five percent (75%) of students who complete their participation in Project SUCCESS groups will increase their coping skills as reflected in an increase in their internal assets (a composite measure of five critical coping skills) from prior to participation in Project SUCCESS to after participation.

Objective 2: Fifty (50) student in grades 5-12 will participate in and will complete the eight (8) week Project SUCCESS groups with at least forty-five (45) completing both the pre and post Development Asset Profile.

Objective 3: One hundred fifty (150) students and family members will participate healthy dating, parent education, Zumba, individual counseling or other prevention services that either serve as a gateway to Project SUCCESS or extension of that work. Satisfaction measures will indicate that over eighty percent (80%) of participants would recommend the program in which they participated.

B. Trauma-informed Co-occurring Services for Youth

Goal: Increase emotional awareness, improve insight into substance use, learn about the consequences of substance use and decrease impulsive behaviors.

Objective: Increase emotional regulation in eighty (80%) of TAY participants that have completed the program.

*** END OF EXHIBIT A2 ***

EXHIBIT B2 – PAYMENTS AND RATES
PUENTE DE LA COSTA SUR
FY 2019 – 2021

In consideration of the services provided by Contractor described in Exhibit A2 and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

I. PAYMENTS

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 SIX HUNDRED FIFTY-ONE THOUSAND SIX HUNDRED THIRTY-FIVE DOLLARS ($651,635).

B. Project SUCCESS

Contractor shall be paid a total of FIVE HUNDRED NINETY-NINE THOUSAND SEVEN HUNDRED EIGHTY-THREE DOLLARS ($599,783) for Project SUCCESS services as described in Paragraph A of Exhibit A2, of this Agreement.

1. For the term July 1, 2019 through June 30, 2020, the total obligation is TWO HUNDRED NINETY-FOUR THOUSAND ELEVEN DOLLARS ($294,011). Contractor will be paid one-twelfth (1/12th) of the maximum amount per month or TWENTY-FOUR THOUSAND FIVE HUNDRED ONE DOLLARS ($24,501).

2. For the term July 1, 2020 through June 30, 2021, the total obligation is THREE HUNDRED FIVE THOUSAND SEVEN HUNDRED SEVENTY-ONE DOLLARS ($305,771). Contractor will be paid one-twelfth (1/12th) of the maximum amount per month or TWENTY-FIVE THOUSAND FOUR HUNDRED EIGHTY-ONE DOLLARS ($25,481).

C. Trauma-informed Co-occurring Prevention Interventions for Youth

For the term July 1, 2019 through June 30, 2020, Contractor shall be paid a total of TWENTY-ONE THOUSAND EIGHT HUNDRED FIFTY-TWO

DOLLARS ($21,852) for Trauma-informed Co-occurring Prevention Interventions for Youth services as described in Paragraph B of Exhibit A1. Contractor will be paid one-twelfth (1/12th) of the maximum amount per month or ONE THOUSAND EIGHT HUNDRED TWENTY-ONE DOLLARS ($1,821).

D. Trauma-informed Co-occurring Services for Youth

For the term July 1, 2020 through June 30, 2021, Contractor shall be paid a total of THIRTY-THOUSAND DOLLARS ($30,000) for Trauma-informed Co-occurring Services for Youth as described in Paragraph C of Exhibit A2.

1. Contractor shall submit monthly invoices for reimbursement, which will include an itemized list of services provided as per the attached budget, and subject to approval by the BHRS Manager.

2. Payments shall be made for actual costs and shall be paid monthly following receipt of invoice by Contractor.

E. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.

F. 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.

G. 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.

H. 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.

I. In the event this Agreement is terminated prior to June 30, 2021, 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.

J. 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.

K. Monthly Invoice and Payment

1. Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize direct and indirect services (if applicable) for which claim is made.

   a. Direct Services/Claims

      Completed Service Reporting Forms or an electronic services file will accompany the invoice and provide back-up detail for the invoiced services. The Service Reporting Forms will be provided by County, or be in a County approved format, and will be completed by Contractor according to the instructions accompanying the Service Reporting Forms. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary. The electronic services file shall be in the County approved Avatar record format.

   b. Indirect Services/Claims

      Indirect services (services that are not claimable on the Service Reporting Form or electronically) shall be claimed on the invoice and shall be billed according to the guidelines specified in the contract.

2. Payment by County to Contractor shall be monthly. Claims that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims that are received 180 days or more after the date of service are considered to be late claims. 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. Claims may be sent to:

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

L. 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.

M. 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.

N. 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.

O. 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 ***

EXHIBIT C - TRAUMA INFORMED BUDGET

Puente de la Costa Sur: Cost Analysis and Budget for Primary Services				
San Mateo County Behavioral Health & Recovery Services Budget Worksheet				
A. Expenditures				
1. Personnel Expenditures *add additional rows as necessary*				
a. Employee Salary - list all employees	Salary	% of Time	Yr. 1	Yr. 2
Executive Director	118,000	1.2%	1,418	1,418
Program Director	90,000	0.5%	433	433
Clinical Director	131,000	7.0%	9,132	9,132
Associate Social Worker I	66,000	5.4%	3,554	3,554
Associate Social Worker II	51,000	5.4%	2,746	2,746
Data Entry Associate	40,000	5.8%	2,308	2,308
b. Subtotal of all salaries	496,000		19,591	19,591
Employee Benefits				
i. Part-time benefits				
ii. Full-time benefits			4,109.13	4,109.13
iii. Subtotal of benefits			4,109.13	4,109.13
d. Subtotal of Personnel Expenditures			23,700.00	23,700.00
2. Operating Expenditures *add additional rows as necessary*			Yr. 1	Yr. 2
Telephone expenses (Direct)			250.00	250.00
Program Supplies			750.00	750.00
Equipment & maintenance			500.00	500.00
Snacks/Food for participants			1,500.00	1,500.00
Stipends			2,000.00	2,000.00
Day Care for participants			500.00	500.00
Staff development (training, conferences, meetings)			500.00	500.00
Mileage			300.00	300.00
Indirect expenses (bookeeping, janitorial, rent, utilities) (~10%)				
e. Subtotal of Operating Expenses			6,300.00	6,300.00
B. Revenues - if applicable			Yr. 1	Yr. 2
1. Grants				
2. Donations				
3. Other Revenue				
Total Revenue				
C. Start-Up Costs (describe in budget narrative)			Yr. 1	Yr. 2
1.				
2.				
3.				
Subtotal One-Time Start-Up Costs				
D. Total Proposed Operational Budget			30,000.00	30,000.00