

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

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Heart and Soul, Inc., hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement on September 17, 2019, to provide consumer-run peer-support and self-help services and wellness services for the term July 1, 2019 through June 30, 2021, and Helping Our Peers Emerge (HOPE) Program for the term July 1, 2019 through December 31, 2020, in an amount not to exceed \$2,786,251; and

WHEREAS, on June 25, 2020, the Chief of San Mateo County Health approved an amendment to the Agreement to add peer-led supports for Help@Hand Pilot to provide the technology needed to engage clients, increasing the amount by \$25,000 to an amount not to exceed \$2,811,251, with no change to the agreement term; and

WHEREAS, the parties wish to amend to extend the term of the agreement for the HOPE Program through June 30, 2021 and add technology supports for clients and family members, increasing the amount by \$189,689 to an amount not to exceed \$3,000,940.

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 THREE MILLION NINE HUNDRED FORTY DOLLARS (\$3,000,940).

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

HEART AND SOUL, INC.



Digitally signed by
Cardum Harmon
Date: 2020.11.30
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Contractor's Signature

Date: 11/30/20 _____

EXHIBIT A2 – SERVICES
HEART AND SOUL, INC.
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. 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 Coastsides, 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 thirty-two (32) presentations shall be made during the term of this Agreement. Presentations shall be an average of ninety (90) minutes in length.
2. Contractor shall seek new venues and opportunities to make presentations during the term of this Agreement. Outreach efforts shall be made to, but not limited to, faith-based organizations, service clubs and local advocacy organizations. The presentations shall be made in all regions of San Mateo County.
3. Contractor shall submit a monthly report of presentations that includes the date of the presentation, venue, and individuals who provided the presentation.
4. Contractor shall check-in on a quarterly basis with Stigma Free San Mateo lead person to coordinate efforts on anti-stigma work.

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

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

1. Training
 - a. Heart and Soul, Inc. will ensure that staff are trained to provide Total Wellness groups. Training will include tobacco education, healthy eating, and physical exercise.
 - b. The Heart and Soul, Inc. wellness coach will participate in regular monthly consultation meetings.

2. Wellness Services at BHRS Sites

- a. Contractor will hire, ensure training, and supervise Heart and Soul, Inc. employees (Wellness Coaches) who will work at BHRS service sites in collaboration with the Total Wellness Program (TWP).
- b. Contractor will provide eight (8) hours of staffing per week. Specific times and dates will be arranged through mutual agreement.
- c. Assignments for the Wellness Coach may include: wellness calls, reminder calls, individual or group WRAP support, Health and Wellness group activity set up and clean up, assistance with food fairs and education forums, walking groups, cooking classes, and other social or education groups and activities.
- d. Heart and Soul, Inc. will be given specific on-site work assignments to be provided by TW Supervisors and Nurses.

3. Health and Wellness Groups and Activities

- a. Contractor will provide additional Health and Wellness activities, education and two (2) support groups per month, per site, at the following sites:
 - i. Heart and Soul Self Help Center "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 and the Director of Consumer and Family Affairs.

- e. Attendance must be recorded and distributed to the Total Wellness Unit Chief and the Director of Consumer and Family Affairs.
- f. The schedules of these wellness classes shall complement the existing Total Wellness groups in order for clients to get the most benefit by offering the two programs. Heart and Soul will coordinate with the Total Wellness Unit Chief for any schedule changes occurring at the sites where both programs provide wellness services.

F. Monthly Reporting

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

- 1. Development of culturally appropriate self-help activities in the Coastsides 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: Claudia Saggese
1950 Alameda de las Pulgas, Suite 155
San Mateo, CA 94403
or by email to: csaggese@smcgov.org

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

G. Helping Our Peers Emerge

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

1. HOPE Program Services

a. Target Population

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

b. Policies and Procedures

Contractor will 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 in HOPE, the individual demonstrates measurable progress towards his/her recovery goals and has not been admitted to Psychiatric Emergency Services or an inpatient psychiatric unit, the Contractor may begin to substitute up to half of the required weekly in person meetings per month with telephone support contacts.

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

- a) Shadow client, offer support and encouragement to appointments/meetings;
- b) Role model – share success strategies and experiences, relapse prevention strategies;
- c) Referrals to community resources such as housing, food, support groups and benefits support;
- d) Advocacy;
- e) Provide WRAP groups or individual WRAP development for individuals and family members; and/or
- f) Assist client/family with identifying goals and objectives;

- g) Provide or arrange for transportation;
 - h) Interface with clinical team members;
 - i) Peer recovery coaching;
 - j) Skill building, teaching; and
 - k) Provide encouragement for activities that support social inclusion and connections in the community.
- ii. Contractor shall provide support to family members of those persons served by the program. This support shall be provided by Family Partners trained to support family members, based upon need and consent. Support shall be provided to family members at the pre-discharge and discharge phase of the hospitalized family member and shall continue for up to six (6) months following discharge.
- d. Referral Process
- i. Contractor shall work closely with the BHRS 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 will work with Whole Person Care to identify and plan trainings that will offer training to non-HOPE Peer Mentors and Family Partners as well. Training shall include, but not be limited to, the following topics:

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

f. Successful Completion

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 consistent with the Whole Person Care Pilot. Contractor will work with BHRS to develop a reporting form. Reports are to include:

- i. Client name/family name
- ii. Monthly utilization – services delivered
- iii. 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 and Whole Person Care to determine what aspects of the HOPE program should be evaluated, what evaluation tools will be needed, and how often the evaluation should take place.

i. Fiscal Agent

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

- i. Approval process for invoices
- ii. Timely reimbursement (within 30 days)
- iii. Identify and communicate to partners the items that can be reimbursed and what cannot be reimbursed

- iv. Fiscal management reporting to BHRS
- v. Set annual budget
- 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, County contract manager, Supervising Mental Health Clinician of the CCT and Whole Person Care Social Work Supervisor
- vii. Meeting the contract metrics
- viii. Management of a program evaluation
- ix. Necessary quality improvement

H. Peer-led Supports for Help@Hand Pilot

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. Help@Hand is intended to provide complimentary support that offers a bridge to care, helps identify early warning signs of behavioral health needs, offers timely support if needed, requires less effort, and removes some barriers a consumer or family may face when seeking conventional behavioral health or wellbeing services.

The goal of the Peer-led Supports component of the Help@Hand Pilot is to provide the technology needed to engage clients in Help@Hand activities and develop Help@Hand Ambassadors that will support clients and peers in the use of Help@Hand applications or "apps" who may struggle connecting with traditional in-person supports or may need additional supports outside of conventional behavioral health services to engage, promote and support client and peers' connection, wellness and recovery.

Services to be provided as part of Peer-led Supports include, but are not limited to:

1. Procurement of at minimum twenty (20) technology devices (i.e. smart phones, Chromebooks, 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 Series 65 Unlimited Plan ("the Plan") to procure subsidized technology devices (cell phones, Chromebooks and tablets) for Help@Hand program participants. 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);
 - b. Security: Contractor shall utilize the Sprint Secure Mobile AI from Zimperium which provides:
 - i) Continual protection, even when device is offline, offering advanced threat detection based on advanced analytics and Artificial Intelligence;
 - ii) 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;
 - iii) 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;
- iv) 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.
- c. 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. 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. Contractors will support the development of Help@Hand Ambassadors. The Ambassadors will:
- a. Promote the use of Help@Hand apps, as selected by the Help@Hand Advisory Committee, with Contractor agency members.
 - b. Utilize the Mobile Device Management (MDM) Portal, to “push out” downloads/ installation and management of Help@Hand apps to Contractor device users remotely.
 - c. Encourage participation in the Help@Hand Advisory Committee for any Contractor agency member(s) that may be interested in a future role as a Help@Hand Ambassador.

- i. Help@Hand Ambassador(s) are individuals with lived experience that will provide the peer support services focused on encouraging peers to use the Help@Hand selected apps. At the time of this agreement, the Help@Hand Ambassador phase was still in draft. Once a final version has been approved, the agreement will be amended to include this phase, which we anticipate by January 1, 2021.
 - d. Facilitate any preparation and support needed, including but not limited to providing stipends, to potential Help@Hand ambassador(s) to participate in the Help@Hand Advisory Committee.
- 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: Evaluation data will be gathered about who is engaging in the Help@Hand apps and their level of engagement to understand how the technology is engaging target participants.
 - c. 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

Through the Mental Health Service Act (MHSA) and the Coronavirus Aid, Relief, and Economic Security (CARES) Act, BHRS has secured funding to provide technology supports (devices and data plans) 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 twenty (20) tablets for Contractor to support client participation in services. T-Mobile will mail the tablets directly to Contractor; Contractor will distribute the tablets in accordance with the guidance set forth in this agreement.
- b. For MHSA One-Time funding, Contractor will contact the T-Mobile For Government representative directly to procure additional devices and data plans needed for clients. MHSA One-Time funding can be used to purchase phones and tablets; and/or purchase headphones, screen protectors, device covers, and/or other device accessories as needed to support client participation in services. See Attachment T – Frequently Asked Questions (FAQ) for contact information and other information about the T-Mobile For Government program.
- c. Contractor will develop a screening or process to allocate 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.
- d. Contractor will develop a 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 is required to submit monthly Tracking Logs, see Attachment V - Technology Supports – Monthly Reporting Form. Contractor shall report the following:
 - ii. Client(s) name receiving tablet for participation in services.

- 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 submit the monthly Tracking Logs, 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.
 - ii. Client(s) name and device (phone/tablet) and/or accessories received.
 - iii. 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.

II. ADMINISTRATIVE REQUIREMENTS

A. Quality Management and Compliance

1. Quality Management Program and Quality Improvement Plan

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

2. Referring Individuals to 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) Mental Health Providers shall document in accordance with the BHRS Documentation Manual located online at: <http://www.smchealth.org/sites/default/files/docs/BHRS/BHRSDocManual.pdf>.

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

5. Audits

Behavioral Health and Recovery Services QM will conduct regular chart audits of Contractors. Contractor is required to provide either

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

6. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

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

b. Beneficiary/Patient's Rights

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

c. Advance Directives

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

7. Licensing Reports

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

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

a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and

procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty-four (24) hours.

- b. Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- c. Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:
 - 1) Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;
 - 2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and
 - 3) Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

d. Confidentiality Training

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

9. Critical Incident Reporting

Contractor is required to submit Critical Incident reports as described in Attachment N, 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.

11. Compliance Plan and Code of Conduct

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

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

12. Fingerprint Compliance

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

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

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

13. 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) and Russian. If Contractor is unable to provide

services in those languages, Contractor is expected to contact Access Call Center or their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact HEIM.

4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31st, copies of Contractor's health-related materials in English and as translated.
5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager and HEIM at ode@smcgov.org to plan for appropriate technical assistance.

III. GOALS AND OBJECTIVES

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

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, 2020.

Objective 2: Contractor shall present 100%, or a minimum of 32 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: Contractor shall reduce re-admission rate to a higher level of care by 5% from pre-HOPE program admission.

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

Objective 4: Contractor shall increase support provided to family members of adult persons with serious mental illness by 5% from the prior year.

*** END OF EXHIBIT A2 ***

EXHIBIT B2 – PAYMENTS AND RATES
HEART AND SOUL, INC.
FY 2019 – 2021

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 agreement shall not exceed THREE MILLION NINE HUNDRED FORTY DOLLARS (\$3,000,940).

B. Peer Support/Self Help Services

Contractor shall be reimbursed up to a total of EIGHT HUNDRED NINETY-NINE THOUSAND NINE HUNDRED FORTY-TWO DOLLARS (\$899,942) 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, 2019 through June 30, 2020, 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-SIX THOUSAND SEVEN HUNDRED SIXTY-TWO DOLLARS (\$36,762), not to exceed FOUR HUNDRED FORTY-ONE THOUSAND ONE HUNDRED FORTY-EIGHT DOLLARS (\$441,148). Final cost settlement is included in paragraph O of this Exhibit B2.
2. For the term July 1, 2020 through June 30, 2021, 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-EIGHT THOUSAND TWO HUNDRED THIRTY-THREE DOLLARS (\$38,233), not to exceed FOUR HUNDRED FIFTY-EIGHT THOUSAND SEVEN HUNDRED NINETY-FOUR DOLLARS

(\$458,794). Final cost settlement is included in paragraph O of this Exhibit B2.

3. Contractor will submit a monthly invoice for payment. The invoice will include supporting documentation following completion of services, and shall be billed according to the guidelines specified in the contract.

C. Seeing Through Stigma

Contractor shall be reimbursed up to a total of NINETY-SEVEN THOUSAND FIVE HUNDRED THIRTY DOLLARS (\$97,530) 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, 2019 through June 30, 2020, Contractor shall be paid one-twelfth (1/12th) of the maximum amount per month or THREE THOUSAND NINE HUNDRED EIGHTY-FOUR DOLLARS (\$3,984), not to exceed FORTY-SEVEN THOUSAND EIGHT HUNDRED NINE DOLLARS (\$47,809). Final cost settlement is included in paragraph O of this Exhibit B2.
2. For the term July 1, 2020 through June 30, 2021, Contractor shall be paid one-twelfth (1/12th) of the maximum amount per month or FOUR THOUSAND ONE HUNDRED FORTY-THREE DOLLARS (\$4,143), not to exceed FORTY-NINE THOUSAND SEVEN HUNDRED TWENTY-ONE DOLLARS (\$49,721). Final cost settlement is included in paragraph O of this Exhibit B2.
3. Contractor will submit a monthly invoice for payment. The invoice will include supporting documentation following completion of services, and shall be billed according to the guidelines specified in the contract.

E. Health and Wellness Services

County shall be obligated to pay a maximum of FORTY-TWO THOUSAND TWO HUNDRED EIGHTY-THREE DOLLARS (\$42,283) for Health and Wellness Services as described in Paragraph E of Exhibit A2, for the term of the Agreement.

1. FY 2019 – 2020
 - a. Contractor will be paid SEVEN THOUSAND NINE HUNDRED SEVENTY-SIX DOLLARS (\$7,976) for Wellness Coach(es). Contractor shall be reimbursed at a rate of SEVENTEEN

DOLLARS AND THIRTY-NINE CENTS (\$17.39) per hour, as well as a ten percent (10%) administrative fee.

- b. The total obligation for Wellness Groups/Activities is TWELVE THOUSAND SEVEN HUNDRED FIFTY-ONE DOLLARS (\$12,751). Contractor shall be paid at a rate of ONE HUNDRED FIFTEEN DOLLARS AND NINETY-TWO CENTS (\$115.92) per group. NOTE: A group shall to be comprised of **three (3)** or more participants. Contractor shall submit a monthly invoice to include a summary of charges for the month of service.

2. FY 2020 – 2021

- a. Contractor will be paid EIGHT THOUSAND TWO HUNDRED NINETY-FIVE DOLLARS (\$8,295) for Wellness Coach(es). Contractor shall be reimbursed at a rate of EIGHTEEN DOLLARS AND NINE CENTS (\$18.09) per hour, as well as a ten percent (10%) administrative fee.
- b. The total obligation for Wellness Groups/Activities is THIRTEEN THOUSAND TWO HUNDRED SIXTY-ONE DOLLARS (\$13,261). Contractor shall be paid at a rate of ONE HUNDRED TWENTY DOLLARS AND FIFTY-SIX CENTS (\$120.56) per group. NOTE: A group shall to 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.

F. Helping Our Peers Emerge

Subject to the availability of State Whole Person Care Grant funding for services as described in Section I.H. of Exhibit A2, Contractor shall receive a maximum of ONE MILLION NINE HUNDRED TWENTY-EIGHT THOUSAND SEVEN HUNDRED EIGHTY-NINE DOLLARS (\$1,928,789) for the Helping Our Peers Emerge program. This amount shall include the following:

1. FY 2019 – 2020

Contractor shall be paid one-twelfth (1/12th) of the maximum amount per month or NINETY-FIVE THOUSAND FIVE HUNDRED NINETY-SIX DOLLARS (\$95,596) for a maximum of ONE MILLION ONE HUNDRED FORTY-SEVEN THOUSAND ONE HUNDRED FIFTY-FOUR DOLLARS (\$1,147,154), for the term July 1, 2019 through June 30, 2020. Invoices shall include an itemized list of expenses,

listed categorically according to Exhibit D2 – Contractor's Budget, and are subject to approval by the BHRS Program Manager.

2. FY 2020 – 2021

- a. For the term July 1, 2020 through December 31, 2020, Contractor shall be paid one-sixth (1/6th) of the maximum amount per month or NINETY-NINE THOUSAND EIGHT HUNDRED NINETY DOLLARS (\$99,890) for a maximum of FIVE HUNDRED NINETY-NINE THOUSAND THREE HUNDRED FORTY-ONE DOLLARS (\$599,341). Invoices shall include an itemized list of expenses, listed categorically according to Exhibit D2 – Contractor's Budget, and are subject to approval by the BHRS Program Manager.
- b. For the term January 1, 2021 through June 30, 2021, Contractor shall be paid one-sixth (1/6th) of the maximum amount per month or THIRTY THOUSAND THREE HUNDRED EIGHTY-TWO DOLLARS (\$30,382) for a maximum of ONE HUNDRED EIGHTY-TWO THOUSAND TWO HUNDRED NINETY-FOUR DOLLARS (\$182,294). Invoices shall include an itemized list of expenses, listed categorically according to Exhibit D2 – Contractor's Budget, and are subject to approval by the BHRS Program Manager

H. Peer-led Supports for Help@Hand Pilot

Beginning May 1, 2020 through December 31, 2020, Contractor shall be paid a maximum amount of TWENTY-FIVE THOUSAND DOLLARS (\$25,000) for the Help@Hand Pilot services. Contractor shall be reimbursed the full cost of providing services described in Section C. of 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:

	May – June 2020	July – Dec 2020	Total Amount
Administrative Oversight			
• Program Coordination	\$1,350	\$5,400	\$6,750
• Peer Ambassadors	\$990	\$5,940	\$6,930
Direct Expenditures			
• Devices, Software, Data Plans and Security and	\$3,944	\$4,602	\$8,546

Mobile Device Management add on's			
Operating Expenditures			
• Technology (IT) Support	\$1,275	\$1,499	\$2,774
TOTAL	\$7,559	\$17,441	\$25,000

I. Technology Supports for Clients

Contractor shall be paid a maximum obligation of SEVEN THOUSAND THREE HUNDRED NINETY-FIVE DOLLARS (\$7,395) for Technology Supports for Clients as described in Exhibit A2 Section F. of this Agreement.

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.
2. Contractor shall be paid a total of SEVEN THOUSAND THREE HUNDRED NINETY-FIVE DOLLARS (\$7,395), MHSA One-Time funding for technology supports for clients (phones, tablets, and/or device accessories). Contractor shall submit the corresponding Attachment V Reporting Form. Contractor's reporting shall include monthly tracking logs as described in Exhibit A2 – Reporting Activities, along with their monthly invoice for reimbursement.

J. 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.

K. Contractor's annual FY 2019-21 budget is attached and incorporated into this Agreement as Exhibit D2.

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, 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.
- 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 (10th) 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 (10th) 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:

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

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

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

- S. 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.

T. 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.

U. Cost Report

1. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the expiration date of this Agreement. This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts reviewed by a Certified Public Accountant and a copy of said review report shall be submitted along with the Cost Report.
2. If the annual Cost Report provided to County shows that total payment to Contractor exceed the total actual costs for all of the services rendered by Contractor to eligible patients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the Chief of San Mateo County Health or designee.
3. Where discrepancies between costs and charges are found on the Cost Report to County, Contractor shall make a single payment to County when the total charges exceed the total actual costs for all of the services rendered during the reporting period.

*** END OF EXHIBIT B2 ***



Attachment T
BHRS Contractors - Technology Supports for Clients

Frequently Asked Questions (FAQs)

Through the Mental Health Service Act (MHSA) and the Coronavirus Aid, Relief, and Economic Security (CARES) Act, BHRS has secured funding for BHRS Contractors to provide **technology supports (devices and data plans), for one year**, 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 needed.

With the support of Help@Hand¹ partners, BHRS selected a federally-subsidized program through T-Mobile that offers a low-cost data plan (internet service) along with free refurbished phones/tablets. Given the limited resources, we ask that you please prioritize this benefit for clients and families most in need and who are unable to take advantage of other low-cost and/or income-based services.

Q: Who is eligible for this funding?

A: BHRS Contractors that provide direct treatment and/or recovery-focused behavioral health services to clients who are struggling to stay connected to services due to cost of purchasing internet service and/or the devices needed to participate. BHRS Contractors were asked to complete a survey by September 11, 2020 to be considered for funding.

Q: Our agency was awarded funding, what's next?

A: BHRS will amend contracts of eligible providers to add the funding awarded. Contractors will then work directly with T-Mobile to purchase the internet service on free devices available. Contractors will also be responsible for distributing the devices to their clients.

The T-Mobile government representative is Marc Cox, Government Account Manager State & Local Government, Public Safety, Education. He will be your contact once your contract amendment is executed for this benefit. He can be reached by mobile at 408-590-4605 and/or email at marc.a.cox@t-mobile.com. *Please reach out to him directly and mention that you are under the San Mateo County Government Plan, this will ensure you receive the same government rates we have negotiated.*

Q: Can other technology accessories be purchased with the funding?

A: MHSA One-Time funding can be used to purchase data plans on the free T-Mobile phones and tablets and to purchase headphones, screen protectors, device covers, and/or other device accessories as needed to support client use of the devices to participate in services. CARES Act funding can only be used for purchasing the data plans on free T-Mobile tablets. The funding

¹ San Mateo County BHRS is one of 12 city/counties participating in Help@Hand, a California collaborative created to determine if and how technology fits within the behavioral health system of care; <https://helpathandca.org/>

amounts you were awarded under MHSA and CARES Act will be included in your contract amendment.

Q: What happens after the one-year of technology supports to clients?

A: The current funding was estimated based on one year of service only to support clients and families given the COVID-19 pandemic. After the one-year ends, contractors can take on the cost if they have funding available OR T-Mobile representative will work with clients/families to transfer the service to an individual account for a similar low-cost option if they would like to keep the device and have the means to do so.

Q: How did BHRS determine how much funding to allocate to each contractor?

A: Based on the number of requests and funding available, BHRS determined the allocation amount for each agency. Fifteen contracted agencies and BHRS programs were allocated funds. \$339,000 of MHSA One-Time funding is available to purchase data plans, headphones, screen protectors, device covers, and/or other device accessories as needed to support client participation in services. \$69,000 of CARES Act funding is available for purchasing the data plans on free T-Mobile tablets.

Q: How many devices (phones and/or tablets) will contractors be able to purchase?

This depends on the funding amount we are able to allocate to your agency and the types of devices and/or other accessories you decide to purchase for your clients. T-Mobile offers low-cost data plan options for refurbished Samsung and Apple phones and tablets; specific brand models offered by T-Mobile depend on availability and rates vary. The T-Mobile program does not include other accessories, but these can be purchased with MHSA funds through other sources (e.g. Amazon, etc.)

Q: What is included with the data plan?

A: Currently, the following is included with the cost of the data plans available.

- Free refurbished device.
- Basic tech support provided by T-Mobile representatives.
- Unlimited Voice, Unlimited Messaging, Unlimited LTE Data, 11GB Mobile Hotspot, US/Canada/Mexico calls, Voicemail & Caller ID.
- Staging (pre-loading phones with selected applications “apps”), upon request.
- No other fees, no overages. Clients are unable to incur additional costs on the plan.
- There is no contract, no set-up fees, no shipping fees, no taxes, and no termination fees.
- Lost, stolen, damaged phones can be shut down/cancelled (no contract, no termination fees) and a new phone and service requested if needed.
- Screen protectors/cases are not included but, can be purchased separately. Amazon provides low cost options for a dual screen protector and case pack.

For an additional low-cost, there is the option to have an organizational mobile centralized control through a platform/portal (Mobile Device Management /MDM) that would allow your

agency to monitor usage, push out apps, shut down, cancel, add controls, etc. Please speak to the T-Mobile representative if you are interested in this service.

Q: Are there free or low-cost, income-based services available to clients if they are able to purchase their own data plans?

A: Yes, information on government subsidized programs for clients can be found here:
<https://www.freegovernmentcellphones.net/states/california-government-cell-phone-providers>.

Q: Why T-Mobile, are we able to work with other phone/internet providers?

A: This program is part of Western States Contracting Alliance and the National Association of State Procurement Officials (WSCA-NASPO), which offers purchasing benefits to authorized non-profits and governmental entities. All eligible entities can use the contract(s) that WSCA-NASPO has negotiated with mobile phone/internet providers to purchase discounted monthly services, simplifying the procurement process and eliminating the need to go out to RFP. BHRS selected T-Mobile based on the lower costs overall associated with the program including free activation, free replacements and available tech support to clients.

Additional Questions?

Please contact Doris Estremera, MHSA Manager at mhsa@smcgov.org if you have additional questions about this effort and/or the process to access funding for client technology supports.

[Agency LOGO]

ATTACHMENT U

SAMPLE

Device User Agreement and Waiver Form

Purpose

The purpose of this agreement is to support the safety and accountability of participants while using devices (phones or tablets) provided by [Agency] for participation in behavioral health treatment and recovery services.

Agreement

- The primary use of the device(s) must be to participate in behavioral health treatment and recovery.
- [Agency] reserves the right to end the data plan service on the device(s) and revoke the device(s) at any time; this could include not participating in any scheduled telehealth appointments or online recovery/support groups as agreed upon.
- Tablet(s) loaned by [Agency], for participation in a time-limited group session for example, must be returned to a staff member when requested.
- Device(s) must never be used when they could pose a security or safety risk.
- Device(s) must never be used while driving a vehicle, operating equipment, or in any situation where using the device may cause an accident.
- Device(s) must never be used for inappropriate activity including illegal or dangerous activities or for purposes of harassment.
- Device(s) must only be used by the individual (client or parent/caregivers of youth clients) to whom it is assigned to by [Agency].
- Improper use of the device(s) will result in loss of privileges for using the device.
- The data plan (internet) service on the device(s) is good for one-year from the date the device(s) is issued, as indicated below. After the one-year ends, unless otherwise communicated by [Agency], individuals can choose to transfer the low-cost data plan service to a personal, non-[Agency] account.
- Lost, stolen, or damaged device(s) must be reported immediately by calling [Agency contact].

By signing this form, you agree to the [Agency] policy governing phone and/or tablet devices provided by the [Agency].

Device Phone Number: _____ Device Received (circle one): Phone / Tablet

[Agency LOGO]

Device Issued to Participant:

Print Name of Client

Participant Signature

Date Issued

Print Name of Staff

Staff Signature

Date

☐ Copy given to client

Device Returned:

Print Name of Participant

Participant Signature

Date

Print Name of Staff

Staff Signature

Date

☐ Copy given to participant

Notes:

Attachment V - 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.			

Attachment V - Technology Supports – Monthly Reporting Form

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.			