

## **AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND ONE EAST PALO ALTO**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and One East Palo Alto, hereinafter called "Contractor."

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of professional services.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit C—Contractor's Budget
- Attachment E—Fingerprinting Certification
- Attachment H—HIPAA Business Associate Requirements
- Attachment I—§ 504 Compliance

**2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed FOUR HUNDRED SEVENTY-EIGHT THOUSAND ONE HUNDRED SIXTY-ONE DOLLARS (\$478,161). In the event that the

County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2017 through June 30, 2018.

**5. Termination**

This Agreement may be terminated by Contractor or by the Chief of the Health System or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

**6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

**7. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**8. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights

provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

#### **9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

#### **10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

|                                          |             |
|------------------------------------------|-------------|
| (a) Comprehensive General Liability...   | \$1,000,000 |
| (b) Motor Vehicle Liability Insurance... | \$1,000,000 |
| (c) Professional Liability.....          | \$1,000,000 |

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

#### **11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

## **12. Non-Discrimination and Other Requirements**

### **a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

### **b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

### **c. Section 504 of the Rehabilitation Act of 1973**

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

### **d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

### **e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

#### **h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

#### **13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

#### **14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Jei Africa, Ph.D./Health Equity Initiatives Manager  
Address: 310 Harbor Blvd., Building E, Belmont, CA 94002  
Telephone: (659) 573-2714  
Facsimile: (650) 802-6440  
Email: [jafrica@smcgov.org](mailto:jafrica@smcgov.org)

In the case of Contractor, to:

Name/Title: Dr. Faye McNair-Knox/Executive Director  
Address: 903 Weeks Street, East Palo Alto, CA 94303  
Telephone: (650) 391-9617  
Facsimile: (650) 745-1167  
Email: [mcnair@1epa.org](mailto:mcnair@1epa.org)

#### **18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

#### **19. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

\* \* \*

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

COUNTY OF SAN MATEO

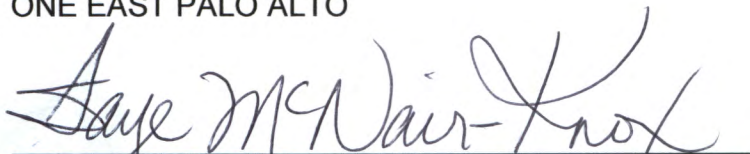
By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

ONE EAST PALO ALTO

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

Date: 7/18/17

EXHIBIT A – SERVICES  
ONE EAST PALO ALTO  
FY 2017 – 2018

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

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Multi-Cultural Center Services

1. Contractor shall provide Multi-Cultural Center (MCC) services at the Barbara A. Mouton Multicultural Wellness Center, 901 Weeks Street, East Palo Alto, CA 94303.

- a. MCC Personnel

The MCC will be staffed by 1.5 full-time equivalent (FTE) community workers and .75 FTE administrative assistant. The staff shall reflect the multi-cultural and multi-lingual population of East Palo Alto (EPA). One staff member will identify as a consumer of mental health services and one staff member will identify as family of a person diagnosed with mental illness. The staff will support the daily operations of the MCC and address health and safety issues if they arise.

- b. Staff Training

MCC staff will participate in training offered and by Behavioral Health and Recovery Services (BHRS) staff in the following areas:

- i. Wellness Recovery Action Planning (WRAP)
    - ii Triage
    - iii. Mental Health First Aid training
    - iv. Trauma informed care training
    - v. Other topics identified by Contractor and BHRS

2. Advisory Committee

- a. Contractor will establish and utilize an Advisory Committee (with a diverse representation) that allows for community input into the development and subsequent on-going operation of the MCC including recommendations for service enhancement. This committee will also act as an advocacy group for consumers and family members in the center and

be a venue for dialogue and discussion about creating community within the MCC.

- b. Contractor will provide monthly written progress reports about the activities of the Advisory Committee.
- c. Contractor will designate a representative to attend the monthly East Palo Alto Behavioral Health Advisory Group (EPABHAG) meetings and act as a liaison to the group.

### 3. Services

#### a. Multicultural Environment

The contractor will maintain a safe and supportive environment for mentally ill adults and their families who are multiracial, multicultural and multigenerational. The MCC environment shall be inviting to African Americans, Latinos and Pacific Islanders as well as the Lesbian, Gay, Bisexual and Transgender (LGBT) community. The facility shall be decorated with multi-cultural themes reflecting diversity. The MCC will provide information in Spanish, Tongan and other languages as requested.

#### b. Multicultural Events

The MCC will intentionally celebrate diversity by providing multicultural events that bring the diverse members of the MCC together.

#### c. MCC Program Services

MCC staff will provide the following activities, services and trainings in the EPA Community, but not be limited to:

- i. monthly culturally responsive peer support groups;
- ii. ongoing information and referral to social and community services;
- iii. wellness recovery action planning groups that will include five (5) to seven (7) participants per group, for a ten (10) week series, providing two (2) to three (3) series annually;
- iv. ongoing informational and educational sessions about non-traditional approaches to mental health (i.e. acupuncture, meditation, mindfulness practices);
- v. folk medicine and cultural healing;

- vi. informal recreational activities such as table tennis, billiards, and foosball;
- vii. quarterly cultural specific community meals;
- viii. monthly health, exercise and nutrition;
- ix. quarterly fine arts in culture;
- x. monthly social activities;
- xi. quarterly member meetings.

The contractor will provide some services directly and some services in collaboration with other community-based organizations (CBOs).

Program services shall be designed to meet the needs of both consumers and family members. The design model shall include the following:

- i. time periods and programming at the MCC devoted exclusively to consumers;
- ii. time periods and programming at the MCC devoted exclusively to family members monthly; and
- iii. time periods and programming devoted to both groups. As requested, program services shall be provided respecting the privacy and boundaries of the consumer member in relationship to family member(s).

d. Admission and Discharge Process

The MCC will operate as a drop-in center and the individuals who attend the MCC will be members. Members will not be required to complete an intake to be admitted to the Center, but will be required to register. There will be no discharge procedure. Contractor shall have the discretion to restrict member participation based upon appropriateness of member behavior.

In addition, consumers will primarily be referred from BHRS Adult and Older Adult Mental Health Services. The MCC will have a registration procedure for each member. The Registration Form shall include the following:

- i. Member name
- ii. Family member(s) name(s) address and phone number for each name, emergency contact information for each name
- iii. Referral source (agency, staff name and phone number if available)
- iv. Race and/or ethnicity

v. Preferred language(s) spoken

Each member will be assigned a unique membership number. This number will be used to track service delivery only. Member registration information and membership numbers will not be used in the BHRS system.

The mental health consumer will be the primary MCC member. Family members of mental health consumers will also be served at the MCC, however services are expected to be primarily for consumers of mental health services. Interventions and crisis services, including family interventions, will not be provided through the MCC. Family members will be offered support through groups and networking with other consumer family members.

e. Projected Capacity and Length of Membership

The MCC shall have the capacity to serve a minimum of twenty (20) unduplicated people at a time and an anticipated maximum of thirty (30) unduplicated people.

There is no prescribed length of membership. MCC consumer members and their family members are eligible for on-going membership.

4. Service Delivery Tracking and Reporting

- a. MCC members and their family members will sign in and out for each visit. The sign in/out sheet will include name, time in and time out. Contractor shall collect member attendance data for all scheduled MCC activities.
- b. Contractor is required to collect and track service delivery and utilization data. Contractor is required to submit monthly reports not exceeding sixty (60) pages to the Director of Consumer and Family Affairs. The reports will summarize and describe the following:
  - i. number of unduplicated client (UDC) members served per month;
  - ii. total MCC visits per month;
  - iii. subject and duration of all groups offered per month;
  - iv. number of attendees at each group;
  - v. subject and duration of all events offered per month;
  - vi. number of attendees at each event;

- vii. number of attendees at each workshop;
- viii. copies of evaluation, evaluation summary of events and handouts of activities;
- ix. minutes and agenda of the Advisory Committee;
- x. a year-end report of lessons learned on effective practices and strategies on working with diverse clients within the MCC.

## B. Outreach and Engagement Services

### 1. East Palo Alto Behavioral Health Advisory Group

- a. Sustain and strengthen support of the EPABHAG. The purpose of EPABHAG is to increase community engagement in order to improve access to and delivery of mental health services. EPABHAG's mission statement is as follows:

*The East Palo Alto Behavioral Health Advisory Group is committed to ensuring a healthier East Palo Alto community by bridging the mental health divide through advocacy, systems change, resident engagement and expansion of local resources leading to increased resident awareness of and access to culturally and linguistically competent professional services.*

- b. Provide technical and consultative assistance to BHRS staff in initiatives to increase community education activities and integration of mental health services with other community organizations. Other community organizations shall include service providers, social and community development organizations, including the faith community.

### 2. Services

Sustain and strengthen the EPABHAG. Group activities will include, but not be limited to:

- a. Community Outreach and Access (marketing and publicity, including translation). Conduct phone, email and in-person contacts with actual and prospective EPABHAG members/participants to encourage their attendance at and involvement in at least seven (7) EPABHAG regular monthly meetings, at least nine (9) joint EPABHAG/BHRS regular monthly meetings, at least two (2) special EPABHAG-led project and/or event planning sessions, and at least one (1) EPABHAG representation in County-wide BHRS and/or

Mental Health Substance Abuse Recovery Commission functions.

- b. Identify, recruit, select and finalize EPABHAG membership. Conduct recruitment activities needed to increase EPABHAG members by at least five (5) new EPA residents and stakeholders annually.
- c. Define EPABHAG roles and establish a work plan in collaboration with BHRS. Sustain and strengthen one (1) comprehensive work plan that specifies tasks to be completed during the contract year, that addresses at least one (1) of the following work focus areas: follow up on the annual awareness night via meeting, workshop or event; bring mental health awareness to a new venue such as schools; explore establishing a drop-in center for transition age youth (TAY); strengthen connections to the faith-based community; create a community input system using suggestion boxes placed in various locations; outreach to and create a place for disconnected individuals who don't want to be identified.
- d. Convene and coordinate EPABHAG meetings. Conduct meeting management and documentation tasks for at least seven (7) EPABHAG regular monthly meetings, at least nine (9) joint EPABHAG/BHRS regular monthly meetings, at least two (2) special EPABHAG-led project and/or event planning sessions, and at least one (1) EPABHAG representation in County-wide BHRS and/or Mental Health Substance Abuse Recovery Commission functions.
  - i. Meeting management (planning / scheduling / agenda-setting, hospitality and materials preparation, including translation). Conduct meeting management tasks for at least seven (7) EPABHAG regular monthly meetings and at least nine (9) joint EPABHAG/BHRS regular monthly meetings with BHRS participants, as well as preparation for at least two (2) special EPABHAG-led project and/or event planning sessions and at least one (1) EPABHAG representation in County-wide BHRS and/or Mental Health Substance Abuse Recovery Commission functions.
  - ii. Pre-and post-meeting documentation and reporting activities. Create and reproduce agenda and notes for at least seven (7) EPABHAG regular monthly meetings and at least nine (9) joint EPABHAG/BHRS

regular monthly meetings; create planning, work plan and progress update documents for at least two (2) special EPABHAG-led project and/or event planning sessions.

- e. Promote increased EPA resident participation in County-wide mental health functions and decision-making processes. Conduct at least one (1) letter campaign and one (1) email campaign with actual and prospective EPABHAG members and partner organizations. Conduct recruitment activities needed to increase EPABHAG members by at least five (5) new EPA residents and stakeholders annually.
  - f. Whenever financial resources are made available through contract funds, manage remuneration mechanism for Group participants. Create one (1) consumer and other stakeholder remuneration mechanism with specified purposes in consultation with San Mateo County BHRS; do consumer and other stakeholder remuneration request intake and processing as needed; distribute consumer and other stakeholder remuneration payments as appropriate.
3. Promote and facilitate EPA resident input into development of Mental Health Services Act (MHSA) funded services and other Mental Health program initiatives. Conduct phone, email and in-person contacts with at least ten (10) new actual and prospective EPABHAG members and other stakeholders to secure commitments to participate in a number of activities. Activities will include, but not be limited to:
- a. Coordinate EPA resident feedback for smaller, culture-specific RFPs, as requested. Gather input from at least five (5) actual and prospective EPABHAG members and other stakeholders to inform BHRS of smaller, culture-specific MHSA RFPs as requested.
  - b. Provide consultation regarding the operation of The Barbara A. Mouton Multicultural Wellness Center. Attend at least six (6) meetings of the advisory group for the East Palo Alto Multicultural Wellness Center; provide resident input to at least two (2) Wellness Center discussions and decision-making processes or as requested.
4. Promote and facilitate increased community and agency participation involvement in the EPABHAG by inviting stakeholders to be partners and join monthly meetings.

5. Sustain and strengthen education materials for and conduct outreach to residents regarding mental health education and awareness. Create education materials for at least two (2) special EPABHAG-led projects and/or event planning sessions. Activities may include, but not be limited to the following:
  - a. Marketing. Create at least five thousand (5,000) flyers and ten (10) large signs for at least two (2) special EPABHAG-led projects and/or events.
  - b. Publicity. Conduct mass mailing and email campaigns for at least two (2) special EPABHAG-led projects and/or events.
  - c. Facilitation. Contract with consultants to facilitate discussion and/or training for at least two (2) special EPABHAG-led projects and/or events.
  - d. Translation. Arrange multilingual translation of written materials and simultaneous translation of verbal presentations for at least two (2) special EPABHAG-led projects and/or events.
  - e. Hospitality and facilities expenses. Arrange catering, facilities and equipment usage for at least two (2) special EPABHAG-led projects and/or events.

C. Community Outreach and Engagement Program

The Outreach Program is the result of outreach and planning discussions that occurred to identify the issues and barriers that prevent community members in the EPA region from obtaining behavioral health treatment, to make recommendations and provide steps to address such issues and barriers.

Contractor shall provide outreach and linkage services that support beneficiaries to gain access to Medi-Cal, other public health services, behavioral health, and other services that will improve their wellbeing and health outcomes.

These services shall be provided in a manner prescribed by the laws of California and in accordance with the applicable laws, titles, rules and regulations, including quality improvement requirements of the Short Doyle/Medi-Cal Program. All payments under this Agreement must directly support services specified in this Agreement.

## 1. Outreach Program

- a. Contractor shall provide community outreach and engagement services ("Outreach Program"), increasing access and improving linkage to behavioral health services for underserved residents of the EPA region. These services shall be provided by the East Palo Alto Partnership for Mental Health Outreach (EPAPMHO), namely: Free At Last, El Concilio of San Mateo, The Multicultural Counseling and Education Services of the Bay Area (MCESBA) and OEPA. EPAPMHO operations shall be guided by and subject to a Memorandum of Understanding between all partnership members.
- b. EPAPMHO's target population shall be at-risk youth, transition aged youth (TAY) and adult individuals who are Latino, African American and Pacific Islander, including LGBT. Outreach services shall identify individuals from the above cultural groups who are currently un-served or underserved and who require a range of behavioral health services. Outreach services shall be provided with cultural and linguistic competency appropriate for the above named populations.
- c. All activities shall be provided in compliance with Medi-Cal Administrative Claiming requirements and conform to the Medi-Cal Administrative claiming codes.
- d. Contractor shall provide fiscal and management oversight of the Outreach Program. OEPA shall subcontract with other EPAPMHO partners for the provision of these services.

## 2. Outreach Program Services Description

The scope of work and services identified by EPAPMHO and BHRS are based upon ongoing conversations and dialogue of the ongoing needs of EPA residents.

- a. Increase equity and access by providing the following services:
  - i. Provide services that include appropriate emergency services and resources, as well as linkages to appropriate community members;
  - ii. Continue short-term case conferencing and problem resolution to help engage those in need of behavioral health services;

- iii. Continue to develop accessible resources for family members in need of support including but not limited to behavioral health services;
  - iv. Continue to strengthen efforts for community linkage and advocacy to help those in need, to receive behavioral health services;
  - v. Explore and build new collaborations and partnerships with other service providers in EPA as appropriate including other BHRS contracted agencies;
  - vi. Continue to provide educational linkages – offer EPA residents numerous opportunities to learn about behavioral health services and resources. Services shall include, but not be limited to: educational forums to community members (such as Mental Health First Aid, Anti-Stigma forums, Parenting Classes);
  - vii. Explore the ability to provide long-term case management to EPA residents in need of additional support (for example, housing, employment, etc.) while receiving behavioral health services;
  - viii. Explore the establishment of a multi-site location where young people can go who are experiencing violence;
  - ix. Continue to provide resources and services to engage homeless and transitional housing clients and those with co-occurring substance abuse and behavioral health issues.
- b. Create culturally competent, ethnically diverse community response teams by:
- i. Expand local capacity to utilize local, bicultural and bilingual peers, family members, Community-Based Organizations (CBO), and consumers as providers of services;
  - ii. Providing timely access to needed help including times of crisis;
  - iii. Offer outreach services to engage at-risk youth, TAY and adults who are culturally un-served or underserved; particularly Latino, African American, Pacific Islander, LGBT, and their families in the EPA region.
- c. Outreach and Engagement Activities will include but not be limited to:

- i. outreach (informing Medi-Cal eligibles or potential Medi-Cal eligibles about Medi-Cal/Short-Doyle Medi-Cal services;
- ii. assisting at-risk Medi-Cal or potential Medi-Cal eligibles to understand the need for mental health services covered by Medi-Cal;
- iii. actively encourage reluctant and difficult Medi-Cal eligible or potential Medi-Cal eligible to accept needed mental health and health services;
- iv. provide training related to Medi-Cal outreach; inform outreach populations about the need for and availability of Medi-Cal and non-MediCal mental health services;
- v. telephone, walk-in or drop-in services for referring persons to Medi-Cal and non-MediCal health programs;
- vi. provide training related to Medi-Cal and non-Medi-Cal health programs, outreach and case management for non-open cases (gathering information about an individual's health and mental health needs);
- vii. assist individuals to access Medi-Cal covered physical health and mental health services by providing referrals, follow-up and arranging transportation for healthcare.

d. Referral Process

EPAPMHO will continue to work with other appropriate providers such as the East Palo Alto Community Counseling Center (EPACCC) and Ravenswood Family Health Center, providing an effective referral process to ensure efficient services for those in need of services. In addition, EPAPMHO partners will maintain ongoing communication with EPACCC for clinic referrals.

e. Outreach Workers

The Outreach Workers will be representative of the target populations. Staff must be bilingual and/or bicultural, as well as respected and trusted by the community. Responsibilities of the Outreach staff shall include, but are not limited to the following:

- i. Culturally appropriate outreach and engagement skills;
- ii. Familiarity with BHRS resources (i.e. hotline, crisis line, classes, groups);

- iii. Ability to increase existing outreach efforts to incorporate linkage to the BHRS Division when appropriate;
- iv. Refer and assist potential clients who are eligible through Medi-Cal, ACE, etc. to receive linkages and services through the County;
- v. Give culturally and linguistically responsive presentations and distribute information about how to access services;
- vi. Personally assist potential clients in taking steps to connect with behavioral health services through referral and warm handoff to BHRS staff;
- vii. Be a member of EPA clinic "team" and participate in the ongoing change process to make services more accessible; and
- viii. Attend and participate in the monthly partnership meeting or check-ins as agreed upon by the BHRS EPACCC. Contractor shall also participate with staff in outreach activities and in mental health trainings. As requested by County, all Outreach Workers participating in such clinic staff meetings shall sign and comply with an Oath of Confidentiality, as provided by County.

Outreach Staff are expected to:

- i. Participate in monthly meetings or check-ins with the EPACCC or BHRS staff;
- ii. Attend trainings sponsored by BHRS and other partner agencies, staff, and participate in outreach activities;
- iii. Increase familiarity with behavioral health resources and develop community-based resources;
- iv. Provide presentations on behavioral health related issues specifically to African American, Latino and Pacific Islanders including the LGBT community;
- v. Personally assist potential clients in taking steps to connect with behavioral health services;
- vi. Be a member of EPA Clinic "team" and regularly attend monthly meetings;
- vii. Participate in ongoing change process to make services more accessible;
- viii. Participate with EPACCC staff in outreach activities and behavioral health trainings (i.e. Wellness and Recovery, Cultural Competence).

f. Staffing Structure

- i. OEPA will provide the following staff for the Outreach Program:
  - 1) OEPA staff
  - 2) Executive Director
  - 3) Community Organizers (2)
- ii. ECSMC will provide the following staff for the Outreach Program:
  - 1) Associate Agency Director, supervisor of agency team
  - 2) Program Manager of Emergency Services Partnership
  - 3) Caseworkers (2)
- iii. FAL will provide the following staff for the Outreach Program:
  - 1) Chief Operating Officer
  - 2) Outreach Workers (6)
- iv. MCESBA will provide the following staff for the Outreach Program:
  - 1) Outreach Coordinator
  - 2) Outreach Workers (3)
- g. Additional subcontractors may provide services under this contract with the approval of Director of BHRS or designee.

### 3. Outreach Services

Outreach services will focus on at risk youth, TAY, and adult individuals from African American, Latino and Pacific Islander communities, including those from the LGBT community.

- a. ECSMC shall provide the following outreach services for the term of the agreement:
  - i. Expand existing social service information, referrals and education to include access to behavioral health information and education.
  - ii. Leverage agency-led core emergency services operations to disseminate behavioral health

- information and education and identify and refer clients in need especially in EPA and Menlo Park.
- iii. Incorporate linguistically and culturally appropriate behavioral health outreach and education strategies within service delivery.
  - iv. Collaborate with local networks to extend outreach and behavioral health information and education, including participants.
  - v. Deliver services at Ravenswood Family Health/Community Resource Center (17988-B Bay Road, EPA), Monday through Friday. Evenings and weekends would be based on community events. Services are provided year round.
  - vi. Provide behavioral health information and education services to one hundred thirty (130) unduplicated ECSMC clients.
  - vii. Refer forty-two (42) unduplicated ECSMC clients to either EPACCC or any BHRS System of Care (BHRS SOC) provider. (BHRS SOC means any provider that BHRS contracts with. For example, Free At Last, Ravenswood Family Health Services, etc.)
- b. FAL shall provide the following outreach services for the term of the agreement:
- i. Identify and assess client need for behavioral health referral in all client settings.
  - ii. Refer forty-two (42) unduplicated TAY and adult FAL clients to EPACCC or any BHRS SOC (for example ECSMC and Ravenswood) provider.
  - iii. Provide behavioral health information and education services to one hundred forty-two (142) TAY and unduplicated adult FAL clients.
- c. MCESBA shall provide the following outreach services for the term of the agreement:
- i. Use cultural specific methods to provide outreach to adults and families of the Pacific Islander Social, Athletic Club, Kava Club as well as to the Senior Community.
  - ii. Provide behavioral health education services to ninety-four (94) unduplicated Pacific Islander clients.
  - iii. Refer forty-one (41) unduplicated Pacific Islander clients to either EPACCC or any BHRS SOC provider (for example, FAL or Ravenswood Family Health Center).

- iv. Hire three (3) outreach workers to fulfill the following activities:
  - v. Incorporate mental health referral and education services into outlets previously served by LIP's Aftercare / Navigating program component, specifically Juvenile Hall;
  - vi. Identify high risk youth and transition age youth in need of a behavioral health referral through the SMC Probation Department referrals of incarcerated youth and onsite contacts at Juvenile Hall with referred youth;
  - vii. Identify students in need of behavioral health referrals through relationships with school district personnel (Sequoia Union High School District's Child Welfare Department; Ravenswood City School District's student services; East Palo Alto Academy High School);
  - viii. Identify youth of the Mid-Peninsula Athletic Association in need of a behavioral health referral and their families;
  - ix. Identify twenty-five (25) hard to engage at-risk youth, Transition Aged Youth and families in need of behavioral health referrals, and refer them to EPACCC or any BHRS SOC provider (for example RFHC or StarVista);
  - x. Hard to engage at-risk youth, Transition Aged Youth and families; and
  - xi. Provide behavioral health information and education services to ninety-four (94) unduplicated clients.
- d. Additional subcontractors may provide services under this contract with the written approval of the BHRS Director or designee.

#### 4. Staff Training

EPAPMHO partners shall assure that staff receive ten (10) behavioral health trainings including a mandatory two (2) hour Medi-Cal Administrative (MAA) claims coding training in the beginning of the fiscal year.

- a. EPAPMHO partners outreach workers shall participate in a total of ten (10) hours of training related to outreach services as well as cultural competence provided through this agreement. EPAPMHO partners are encouraged to attend County/BHRS sponsored trainings offered annually, but may

also be from identified topic experts not part of BHRS. Training from non-County experts are encouraged for EPAPMHO partners.

- b. Training topics should include one or more of the following topics:
  - i. Confidentiality and HIPAA compliance
  - ii. Wellness and Recovery
  - iii. Cultural Competence and Cultural Humility
  - iv. Working effectively with different communities such as LGBT, African Americans, Latinos, and Pacific Islanders on issues related to behavioral health.

D. Mental Health First Aid

- 1. Mental Health First Aid (MHFA) is a public education program that teaches people how to help persons experiencing mental illness and/or substance use disorders, connect to an appropriate level of care. MHFA is a highly interactive program offered to small groups and teaches the following:
  - a. The prevalence of mental illness in the United States and their emotional and economic cost.
  - b. The potential warning signs and risk factors for depression, anxiety disorders, trauma, psychotic disorders, eating disorders, and substance abuse.
  - c. A 5-step action plan to help an individual in crisis, connect to professional care.
  - d. Resources available to help someone with a mental health problem.
- 2. Service Description
  - a. OEPA will sponsor at least five (5) Adult MHFA trainings in EPA. Four (4) trainings will be offered in English utilizing an 8-hour curriculum format, and one (1) training will be offered in Spanish utilizing a 12-hour curriculum format. Each training will recruit and enroll at least twenty (20) unduplicated participants that have not previously enrolled in the Adult MHFA class; for a total of one hundred (100) participants graduating the MHFA class.

- b. The focus of the Adult MHFA classes is to reach out to diverse residents in EPA. All MHFA trainings will be offered to members of the EPABHAG and the EPAPMHO who have not previously taken the training. They will also be open to any interested stakeholder in EPA.
- c. The Adult MHFA classes will be co-facilitated by two (2) certified instructors for the 8-hour training offered in English or the 12-hour training offered in Spanish. Each instructor will be responsible for outreach and recruitment, planning, coordinating, teaching and completing all required reports to BHRS.

### 3. Reporting

- a. Contractor will report to BHRS complete and accurate documentation from the MHFA classes including but not limited to the following:
  - i. completed applications and a summary of demographic information of participants;
  - ii. Attendance sheets; and
  - iii. pre and post-test evaluations and evaluation summaries for each series.
- b. Contractor shall collect and report service delivery and utilization data. Contractor will submit quarterly reports and a final year-end report to BHRS that includes the following MHFA data:
  - i. completed applications and summary of demographic information of participants;
  - ii. Attendance sheets; and
  - iii. pre and post-test evaluations and evaluation summaries for each series.

### E. Measure K Crisis Response

The Behavioral Health Advisory Group Ambassador Team (BHAGAT) is a school-based mental health crisis response team implemented by a partnership comprising the EPABHAG convened by OEPA, Ravenswood City School District (RCSD), the East Palo Alto Police Department (EPAPD) and San Mateo County Office of Education (SMCOE). The project's overall goal is to provide culturally competent crisis response to RCSD middle school students at Ronald McNair Academy (RMA), who have experienced trauma, as a result of violent crime in the East Palo Alto community, so as to meet their needs as victims and enhance their recovery.

1. Service Goals

- a. Continue to improve communication about incidents of crime and violence to residents, RCSD personnel and EPAPD officers.
- b. Increase EPA residents' awareness of parallel processes affecting victims of crime and violence such as law enforcement response and investigation procedures, and the criminal justice process.
- c. Maintain an effective support system for victims of and others impacted by violent crimes.
- d. Build an EPA community with stronger interconnections and collaborations for maintaining peace.
- e. Decrease in Positive Intervention System disciplinary referrals by ten percent (10%) per year and increase student attendance by ten percent (10%) per year.

2. Services

Continue to improve communication and dissemination of information among EPAPD officers, RCSD personnel and a group of trained EPABHAG parents and community members coordinated by OEPA to address crime and violence crises as they occur.

- a. Train thirty-three (33) unduplicated individuals in Youth Mental Health First Aid (school personnel, parents and community residents & BHAGAT staff and partners).
- b. Train thirty-three (33) unduplicated individuals in Adult Mental Health First Aid (school personnel, parents and community residents) in addition to the one hundred (100) being trained by Contractor in Section I.D. Participants from this AMHFA should be different from the OEPA sponsored classes.
- c. Create an on-campus support structure that allows trained community members to serve as ambassadors at school sites, to bridge relationships among the schools, police officers and affected students and their families.

- i. sixty-one (61) hours of completed consultations involving BHAGAT staff and pilot school leaders and teachers (principal and academic dean).
- ii. Pre/post assessment of two hundred fifty-five (255) fifth (5th) through eighth (8th) grade students in School Environment attitudes and experiences using the California Healthy Kids Survey.
- iii. Twenty (20) completed cases of crime/violence-related crisis intervention services delivered to students.
- iv. Outreach to and short-term intervention support for fourteen (14) families of children referred for BHAGAT services
- v. Completed parent consent forms and procedures for twenty (20) students who receive crisis intervention.

Implement longer-term follow up school-based support for students affected by violence crises and their families, including education about trauma reactions to violence in the aftermath of incidents of crime.

- i. Outreach to and long-term intervention support for twenty (20) families of Ronald McNair Academy students.
- ii. Provide three (3) parent meetings about BHAGAT services and supports.
- iii. Provide ten (10) referrals to BHRS system of care and related resources.
- iv. Provide three (3) school assemblies per year dealing with the effects of trauma and violence.
- v. Complete one thousand seven hundred sixty-four (1,764) BHAGAT project staff on-campus office hours per fiscal year.

#### F. Translation Services

Contractor shall provide translation/interpretation services to the residents of EPA as needed. Documentation of these services will be provided appropriately in the monthly report.

## II. ADMINISTRATIVE REQUIREMENTS

### A. Quality Management and Compliance

#### 1. Referring Individuals to Psychiatrist

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

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. 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.

4. Administering Satisfaction Surveys

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

5. 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.

6. 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>.

7. 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.

8. Ineligible Employees

BHRS requires that Contractors identify the eligibility status of ALL employees, interns or volunteers prior to hiring and on an annual basis thereafter. These records should be maintained in the employee files. This process is meant to ensure that any person involved with 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 and faxing to 650-525-1762) should a current employee, intern or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns and volunteers by using the following websites:

a. Office of Inspector General

Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this Agreement. Any employee(s) of Contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County of San Mateo clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the

provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: <http://exclusions.oig.hhs.gov/>.

9. 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>.

10. Fingerprint Compliance

At County's sole discretion, Contractor certifies that its employees and/or its subcontractors, assignees, and volunteers who, during the course of performing services under this Agreement, have contact with children or any person under his or her care will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children or individuals with whom Contractor's employees and/or its subcontractors, assignees, or volunteers have contact. If said employees and/or subcontractors, assignees, and volunteers have such a criminal history, they shall not have contact with children or others who receive services through this Agreement. Fingerprint information received from the Department of Justice (DOJ) shall be retained or disposed of pursuant to DOJ directive. A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

11. 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 650-573-2714 or [jafrica@smcgov.org](mailto:jafrica@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 30<sup>th</sup> 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 ([jafrica@smcgov.org](mailto:jafrica@smcgov.org)) to plan for appropriate technical assistance.

### III. REPORTING/GOALS AND OBJECTIVES

#### A. Multi-Cultural Center Services

##### 1. MCC Reporting

Contractor shall collect and report service delivery and utilization data. Contractor will submit monthly reports to BHRS with the following data:

- a. Number of unduplicated client (UDC) members served per month;

- b. Number of UDC family members served per month;
- c. Total MCC visits per month;
- d. Subject and duration of all groups offered per month;
- e. Number of attendees at each group;
- f. Subject and duration of all events offered per month;
- g. Number of attendees at each event;
- h. Subject and duration of all workshops offered per month;
- i. Number of attendees at each workshop;
- j. Copies of evaluation, evaluation summary of events and handouts of activities;
- k. Minutes and agenda of the Advisory Committee;
- l. Year-end report of lessons learned on effective practices and strategies on working with diverse clients within the MCC.

2. Performance Objective

- a. Contractor shall refer a minimum of ninety (90) unduplicated clients for mental health services.

Data to be collected by Contractor and provided to BHRS

- b. Ninety percent (90%) of clients receiving MCC services shall be satisfied with services.

Data shall be collected by County with assistance from Contractor.

B. Community Outreach and Engagement Program Services Deliverables

1. Reporting – Outreach Forms

Contractor shall provide the County with completed monthly outreach forms for scanning into BHRS database.

In addition, the contractor will list:

- a. ethnicity, gender, language and sexual orientation of people contacted and who participated in the activities;
- b. count of engaged EPA participants who identify as lived experience as a client or family member.

2. Reporting – Referral List

In addition to the outreach forms, contractor shall provide monthly list of referrals that contains the following: (Contractor will specify

how many are unduplicated as well as whether these activities are under the EPAPMHO or EPABHAG category).

- a. Demographic information, number of and types of unduplicated referrals within BHRS SOC (for example, EPACCC, Ravenswood Family Health Services, Ron Robinson, etc.) per EPAPMHO partner.

### 3. Additional Reporting

- a. List of educational presentations by outreach staff to include dates, topics, attendance sheets and handout copies.
- b. List of EPAPMHO outreach staff attendance to EPACCC meetings including dates.
- c. List of staff training attended by EPAPMHO including dates as well as a copy of the presentation handouts.
- d. Year-end report of lessons learned on effective practices and strategies on working with diverse clients especially highlighting both success and barriers each partners experience when doing outreach.

### 4. Monthly Contract Monitoring Check-ins

EPAPMHO will arrange a monthly monitoring meeting with Program Manager to track progress of contract deliverables. These meetings will be documented and shall be reported to the EPABHAG meetings. These check-ins can be integrated in the monthly EPABHAG meetings.

### 5. Performance Objectives

The chart below reflects the minimum number of Outreach and referral activities to be provided by each member of the partnership.

| PARTNERS                                     | ECSMC             | MCESBA          | FAL               |
|----------------------------------------------|-------------------|-----------------|-------------------|
| Unduplicated Outreach                        | 130<br>(10/month) | 94<br>(7/month) | 142<br>(11/month) |
| Unduplicated Referrals to EPACCC or BHRS SOC | 42<br>(3/month)   | 41<br>(3/month) | 42<br>(3/month)   |

- a. EPAPMHO shall provide behavioral health information and education services to a minimum of four hundred twenty (420) unduplicated clients or thirty-five (35) per month.
- b. EPAPMHO shall refer a minimum of one hundred forty (140) unduplicated clients to BHRS or at least eleven (11) per month.
- c. EPAPMHO contractor shall provide a list of all clients referred to BHRS SOC (for example EPACCC and Ravenswood Family Health Center).
- d. Contractor will provide a detailed list of trainings attended by each outreach workers.
- e. Contractor will submit complete documentation for meetings and/or consultation including but not limited to: agendas and minutes of meetings, outreach materials, number of new participants per meeting.
- f. All data will be collected by Contractor and provided to BHRS monthly when submitting the monthly invoice for payment.

C. Measure K Crisis Response

- 1. Contractor shall collect and report service delivery and utilization data. Contractor will submit quarterly reports and a final year-end report to BHRS with the following data:
  - a. Youth Mental Health First Aid
    - i. Completed applications and summary of demographic information of participants;
    - ii. Attendance sheets; and
    - iii. Pre and posttests, evaluation and evaluation summaries for each series.
  - b. Crisis Intervention
    - i. Number of unduplicated clients (UDC) served per month, summary of demographic information of students, brief summaries of crisis intervention response and outcome delivered to students.
    - ii. Number of unduplicated families served per month, summary of demographic information of families served, brief summaries of support and outcome of outreach and short-term intervention

- iii. Total number of crisis response training and meetings per month with appropriate materials/handouts and information about participants
    - iv. Referrals to BHRS System of Care
  - c. School Support (Assemblies on Trauma and Violence and Parent Meetings)
    - i. Number of unduplicated participants, summary of appropriate demographic information about participants
    - ii. Appropriate materials/handouts and information about event
    - iii. Evaluation and evaluation summaries of events
  - d. BHAG Ambassador Team
    - i. Minutes and Agenda of meetings and list of attendees
  - e. Updates to performance outcome objectives data (identified on the next page)
  - f. Year-end report of lessons learned on effective practices on working with diverse clients within the Ravenswood School District
- 2. Performance Objectives

Outcomes shall include:

- a. Ten percent (10%) reduction in expulsion, suspension and truancy rates reported to CALPADS for the BHAGAT project pilot school by June 2017.
- b. Increase in knowledge of and ability to recognize signs of behavioral health issues among parents, school officials (staff) and student peers who complete YMHFA training, as determined by the pre and post test results.
- c. Increase in referrals of children/youth with behavioral/emotional issues to behavioral health providers
- d. Improved Positive Behavior Intervention System results of BHAGAT project pilot school students annually as measured by the following:
  - i. California Healthy Kids Survey (CHKS) modules assessing attitudes toward school environment –

- baseline scores established in FY 2015-16 scores and are administered bi-annually;
- ii. Fifteen percent (15%) reduction in School Attendance Review Board (SARB) attendance referrals by June 2017;
  - iii. Fifteen percent (15%) reduction in behavior referrals by June 2017;
- e. Improved parent and school personnel attitudes
- i. Fifteen percent (15%) increase in scores on California Healthy Kids Survey modules assessing parent attitudes toward school environment by June 2017;
- f. Improved communication among police, school personnel and community members
- i. Fifteen percent (15%) improvement in scores on a pre/post instrument developed to measure self-reported assessment of effectiveness of communication among BHAGAT partners by June 2017.

Data to be collected by Contractor and provided to BHRS on a quarterly basis.

\*\*\* END OF EXHIBIT A \*\*\*

EXHIBIT B – PAYMENTS AND RATES  
ONE EAST PALO ALTO  
FY 2017 – 2018

In consideration of the services provided by Contractor in Exhibit A, 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 FOUR HUNDRED SEVENTY-EIGHT THOUSAND ONE HUNDRED SIXTY-ONE DOLLARS (\$478,161).

B. Multi-Cultural Center Services

The maximum amount County shall be obligated to pay for Multi-Cultural Center services rendered under this Agreement shall not exceed ONE HUNDRED SIXTY-NINE THOUSAND NINE HUNDRED FIFTY DOLLARS (\$169,950).

Contractor shall submit monthly reports that will be included with the monthly invoice for payment. Such reporting shall be submitted to the Director of Consumer and Family Affairs, pending approval of payment.

1. Personnel and Operating Costs

Unless otherwise authorized by the Chief of the Health System or designee, the rate of monthly payment by the County to Contractor shall be one-twelfth (1/12th) of the maximum amount per month, or FOURTEEN THOUSAND ONE HUNDRED SIXTY-THREE DOLLARS (\$14,163) monthly.

C. Outreach and Engagement Services

The maximum amount County shall be obligated to pay for Outreach and Engagement services rendered under this Agreement shall not exceed ONE HUNDRED SEVENTY-EIGHT THOUSAND SIX HUNDRED SEVENTY-EIGHT DOLLARS (\$178,678).

If during the term of this Agreement any partner(s) of EPAPMHO should discontinue provision of services as described in Paragraph I. of Exhibit A. County retains the right to revise or prorate payments due to Contractor.

Contractor shall submit monthly reports that will be included with the monthly invoice for payment. Such reporting shall be submitted to the Manager of Equity and Diversity, pending approval of payment.

1. East Palo Alto Mental Health Community Advisory Group
  - a. Contractor shall receive a maximum of TWENTY-EIGHT THOUSAND SEVEN HUNDRED DOLLARS (\$28,700).
  - b. Contractor shall be compensated at a rate of ONE HUNDRED SIXTY-SEVEN DOLLARS AND NINETEEN CENTS (\$167.19) per hour for services provided by Contractor's Executive Director. Any and all costs related to services provided through Exhibit B Paragraph I. shall be included in these hourly rates. BHRS may provide additional separate funding for participants in the Group.
2. Community Outreach and Engagement Program
  - a. The maximum amount due to Contractor for personnel and operating costs shall not exceed ONE HUNDRED FORTY-NINE THOUSAND NINE HUNDRED SEVENTY-EIGHT DOLLARS (\$149,978).
  - b. Unless otherwise authorized by the Chief of the Health System or designee, the rate of monthly payment by the County to Contractor shall be one-twelfth (1/12th) of the maximum amount per month, or TWELVE THOUSAND FOUR HUNDRED NINETY-EIGHT DOLLARS (\$12,498).

D. Mental Health First Aid

Contractor will be paid a maximum of TEN THOUSAND DOLLARS (\$10,000) to provide Mental Health First Aide classes, in English and Spanish.

1. County shall pay Contractor TWO THOUSAND DOLLARS (\$2,000) per class, for a total of five (5) classes.
2. Contractor will submit to the County complete documentation after the completion of the class, along with the invoice.

E. Measure K Crisis Response

The maximum amount County shall be obligated to pay for Measure K Crisis Response services rendered under this Agreement shall not exceed ONE HUNDRED NINETEEN THOUSAND THIRTY-THREE DOLLARS (\$119,033).

1. Unless authorized by the Chief of the Health System or designee, the rate of monthly payment by the County to Contractor shall be one-twelfth (1/2th) of the remaining maximum amount per month or NINE THOUSAND NINE HUNDRED NINETEEN DOLLARS (\$9,919).
2. This amount will include Youth Mental Health First Aid instructor training for all BHAG Ambassador Team staff through the National Council. Contractor shall include documentation of such training(s) with the invoice for payment.

F. Translation Services

Contractor shall be reimbursed up to FIVE HUNDRED DOLLARS (\$500) for translation services as described in Paragraph III. of this Exhibit A.

- G. Contractor's annual FY 2017-18 budget is attached and incorporated into this Agreement as Exhibit C.
- H. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.
- I. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
- J. The Chief of the Health System 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.

- K. 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.
- L. In the event this Agreement is terminated prior to June 30, 2018, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.
- M. 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.
- N. 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  
2000 Alameda de las Pulgas, Suite 280  
San Mateo, CA 94403

- O. 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 the Health System or designee.

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

- Q. County May Withhold Payment

Contractor shall provide all pertinent documentation required for any other federal and state regulation applicable to reimbursement including assessment and service plans, and progress notes. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the BHRS Quality Improvement Manager. Contractor shall meet quarterly with County contract monitor, as designated by the BHRS Deputy Director, Adult and Older Adults, to review documentation and billing reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies.

- R. 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.

S. Invoice Certification and Program Integrity

Anytime Contractor submits an invoice to the County for reimbursement for services provided under Exhibit A 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 \_\_\_\_\_ "

T. Unspent Funds

Contractor may rollover unspent funding from the County according to the following procedures.

1. Contractor shall submit a projected calculation of any savings no later than ninety (90) days before end of the fiscal year. The projected calculation will be a separate report from the year-end cost report. With the projected calculation Contractor shall return the amount of the savings.
2. At the time of the submission of the projected calculation Contractor may request to rollover some or all of any savings. The request must be made in writing to the BHRS Director or designee. The request shall identify specifically how the rollover funds will be spent, including a detailed budget. Savings shall not be spent until Contractor receives a written approval of the request. Approved rollover funds shall be spent only for the succeeding fiscal year and only for the specific purpose(s) requested and approved.

3. Contractor shall submit an accounting report of the rollover savings. This report shall include copies of the detailed expenses. The report is due ninety (90) days after the specific purpose has been completed, or ninety (90) days after the end of the fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.
4. If the specific purpose is not yet complete as of the end of the succeeding fiscal year, contractor may request to rollover the unspent funds to the succeeding second fiscal year by submitting a written request with the accounting report. The unspent rollover funds shall not be spent until the request is approved by the BHRS Director or designee.
5. A final accounting of the rollover funds shall be submitted ninety (90) days after the specific purpose has been completed, or ninety (90) days after the end of the second fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.

\*\*\* END OF EXHIBIT B \*\*\*

**Exhibit C. Budget for One East Palo Alto's (OEPA)**  
**Multicultural Center Services, Outreach and Engagement Services**  
**(East Palo Alto Behavioral Health Advisory Group & Community Outreach and Engagement**  
**Program) Mental Health First Aid, Measure A Crisis Response**  
**& Translation Services**

| Exhibit C - Contractor Budget                                                          | FY 2017-2018  |
|----------------------------------------------------------------------------------------|---------------|
| MULTI-CULTURAL CENTER SERVICES                                                         | \$ 169,950.00 |
| OUTREACH AND ENGAGEMENT SERVICES                                                       |               |
| East Palo Alto Mental Health Community Health Advisory Group                           | \$ 28,700.00  |
| Community Outreach and Engagement Program                                              |               |
| East Palo Alto Partnership for Mental Health Outreach                                  |               |
| OEPA Operating Costs (Administrative and Fiscal Coordination)                          | \$ 27,764.12  |
| Partner Outreach, Information and Referral                                             |               |
| El Concilio of San Mateo County                                                        | \$ 33,053.47  |
| Free At Last                                                                           | \$ 33,053.47  |
| Multicultural Counseling & Educational Services of the Bay Area (Adult)                | \$ 33,053.47  |
| Multicultural Counseling & Educational Services of the Bay Area (Transition Age Youth) | \$ 23,053.47  |
| Subtotal OEPA Operating Costs & Outreach and Referral Services                         | \$ 149,978.00 |
| SUBTOTAL OUTREACH AND ENGAGEMENT SERVICES                                              | \$ 178,678.00 |
| MENTAL HEALTH FIRST AID                                                                | \$ 10,000.00  |
| MEASURE A CRISIS RESPONSE                                                              | \$ 119,033.00 |
| TRANSLATION SERVICES                                                                   | \$ 500.00     |
| TOTAL CONTRACT PAYMENT                                                                 | \$ 478,161.00 |

ATTACHMENT E

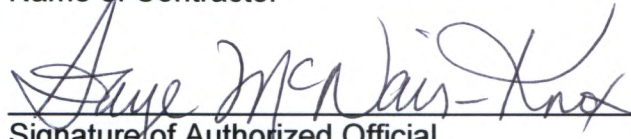
**FINGERPRINTING CERTIFICATION**

Contractor hereby certifies that Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement and who has/will have supervisory or disciplinary power over a child (Penal Code Section 11105.3) (the "Applicant") shall be fingerprinted in order to determine whether each such Applicant has a criminal history which would compromise the safety of children with whom each such Applicant has/will have contact.

Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement: (check a or b)

- ☐ a. do NOT exercise supervisory or disciplinary power over children (Penal 11105.3).
- ☒ b. do exercise supervisory or disciplinary power over children (Penal 11105.3).

One East Palo Alto  
Name of Contractor

  
Signature of Authorized Official

Dr. Faye McNair-Knox  
Name (please print)

Executive Director  
Title (please print)

July 19, 2017  
Date

**Attachment H**  
**Health Insurance Portability and Accountability Act (HIPAA)**  
**Business Associate Requirements**

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**DEFINITIONS**

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 164.304 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- b. **Electronic Protected Health Information.** "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- c. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- d. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- e. **Protected Health Information.** "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- f. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.501.
- g. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- h. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate
- i. **Security Rule.** "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

**OBLIGATIONS AND ACTIVITES OF CONTRACTOR**

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.

- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- k. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of County.
- l. Contractor shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- m. Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- n. Contractor shall report to County any Security Incident within 5 business days of becoming aware of such incident.
- o. Contractor shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at County's request, to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.

### **PERMITTED USES AND DISCLOSURES BY CONTRACTOR**

Except as otherwise limited in this Schedule, Contractor may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

### **OBLIGATIONS OF COUNTY**

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

### **PERMISSABLE REQUESTS BY COUNTY**

County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by County, unless the Contractor will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Contractor.

### **DUTIES UPON TERMINATION OF AGREEMENT**

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all Protected Health Information received from County, or created or received by Contractor on behalf of County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.
- b. In the event that Contractor determines that returning or destroying Protected Health Information is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

### **MISCELLANEOUS**

- a. Regulatory References. A reference in this Schedule to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

- b. Amendment. The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. Survival. The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. Interpretation. Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. Reservation of Right to Monitor Activities. County reserves the right to monitor the security policies and procedures of Contractor

## ATTACHMENT I

### Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☐ a. Employs fewer than 15 persons.
- ☒ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

**Name of 504 Person:** Dr. Faye McNair-Knox

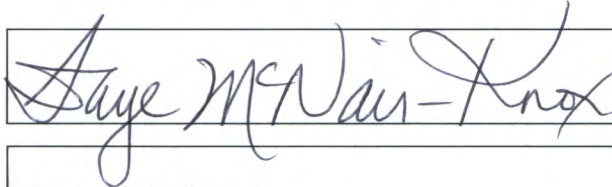
**Name of Contractor(s):** One East Palo Alto

**Street Address or P.O. Box:** 903 Weeks Street

**City, State, Zip Code:** East Palo Alto, CA 94303

I certify that the above information is complete and correct to the best of my knowledge

**Signature:**



**Title of Authorized Official:**

Executive Director

**Date:**

July 19, 2017

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."