AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND ALAS: AYUDANDO LATINOS A SOÑAR

This Agreement is entered into this _____ day of _____ , 2026, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and ALAS: Ayudando Latinos A Soñar, 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 providing a multi-cultural wellness program on the San Mateo Coastside.

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-1—Reporting Requirements
Exhibit D—Contractor Budget
Attachment C—Third Party Billing
Attachment D—Agency Payor Financial
Attachment E—Fingerprint Certification
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 SIX HUNDRED THIRTY-FOUR THOUSAND FIVE HUNDRED DOLLARS ($634,500). 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, 2026, through June 30 , 2027.

5. Termination

This Agreement may be terminated by Contractor or by the Chief of San Mateo County Health 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.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

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, regulations, and executive orders, 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, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. 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, regulation, or executive order, the requirements of the applicable law, regulation, or executive order 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 4.107 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. (This paragraph may be deleted without County Attorney Review if not relevant to this agreement)

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 Executive Officer 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 Executive Officer, 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 Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer 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. Anti-Harassment Clause

Employees of Contractor and County shall not harass (sexually or otherwise) or bully or discriminate against each other's employee 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. Any misconduct by Contractor's employees towards County employees may be grounds for termination of the Contract. Contractor shall timely address any allegations of their employee's misconduct by a County employee including immediately removing that employee from work on the Contract.

14. 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 unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars ($200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

15. 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.

16. 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.

17. 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.

18. 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:	Elizabeth Alvarez/Clinical Services Manager II
Address:	222 Paul Scannel Drive, San Mateo, CA 94403
Telephone:	(650) 208-1115
Facsimile:	(650) 312-5376
Email:	ealvarez@smcgov.org

In the case of Contractor, to:

Name/Title:	Belinda Hernandez-Arriaga/Executive Director
Address:	604 Main Street, Suite G, Half Moon Bay, CA 94019
Telephone:	(650) 560-8947
Facsimile:	(650) 560-8622
Email:	Belinda@alasdreams.com

19. 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.

20. 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:

For Contractor: ALAS: AYUDANDO LATINOS A SOÑAR

DocuSigned by:
Belinda Hernandez-Arriaga
65FECBC17F5F467...

Contractor Signature	05/21/2026 Date	Belinda Hernandez-Arriaga Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

EXHIBIT A - SERVICES
ALAS: AYUDANDO LATINOS A SOÑAR
FY 2026 – 2027

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

Behavioral Health Services Act (BHSA) Early Intervention services include: 1) targeted trauma-informed and culturally responsive outreach services, 2) screening and linkages to appropriate care, and 3) integrated mental health and substance use services and supports.

I. DESCRIPTION OF SERVICES - MULTI-CULTURAL WELLNESS PROGRAM

A collaborative of providers will implement the Multi-Cultural Wellness Program, known as the Cariño Project, for community members, behavioral health clients/consumers and their family members on the Coastside region, serving from Half Moon Bay to Pescadero. The Cariño Project will provide culturally responsive community-based mental health and substance use services and programming, including: peer support groups, art and wellness activities, capacity building, outreach and linkages to behavioral health services and other resources as needed for marginalized ethnic, linguistic and cultural communities in the Coastside region.

The Contractor is the Lead Agency to coordinate and manage services and shall work with San Mateo County Behavioral Health and Recovery Services (BHRS) staff ("County") to implement these services in accordance with BHSA requirements.

A. Scope of Work - Service Approach

1. Trauma-informed

All six key principles of a trauma-informed approach shall be incorporated into all programming for youth and adults with mental illness and/or substance use challenges and their families: safety, trustworthiness and transparency, peer support, collaboration, empowerment and cultural, historical and gender issues.

2. Cultural Responsiveness

All programming shall use culturally based and responsive frameworks, including:

a. Supporting positive perceptions of cultural identity
b. Promoting cultural assets including family and community interconnectedness, faith/religiosity/spirituality).
c. Employing peer-to-peer strategies (e.g., promotores model) to reduce stigma, build trust and relationships, and associate with positive role models with lived experience in behavioral

health and being from the Coastside community.

3. Systemic Approach

There are systemic and structural challenges that have created ongoing barriers to accessing behavioral health services for isolated Latinos on the Coastside. All programming will be designed to address these barriers to accessing services including, but not limited to:

a. Low cost, sliding scale, and/or free services.
b. Responsive hours of operation.
c. Stigma and education/awareness.
d. Provision of evidence-based culturally relevant substance use services, mental health counseling and intervention services for mild to moderate.

4. Community Collaboration

A collaborative, community-based asset approach to the Cariño Project will allow for leveraging of influence, resources, expertise and capacity to provide services. Collaboration with housing, schools, churches and community-based centers will be prioritized.

B. Communities Served

The Cariño Project will primarily target Coastside low-income marginalized groups including Latino immigrant families and Lesbian, Gay, Bisexual, Transgender, and Questioning (LGBTQ+) youth.

1. The primary location/space will be in the northern part of the Coastside (i.e. Half Moon Bay) to serve as a physical space for low-income multiracial, multicultural and multigenerational families to gather and create community, decrease stigma, bring awareness about behavioral health challenges and provide wellness activities, services and linkages.

2. Field-based services will be provided throughout the rest of the Coastside region, specifically to Pescadero Latino migrant farmworkers and their families.

C. Cariño Project Services

The Cariño Project will be operated by a collaborative of providers, convened by the Contractor as the lead administrative and fiscal agency to ensure the four (4) Required Service Categories are implemented as described below.

1. Lead Administrative Agency

As the Lead Administrative Agency, Contractor's responsibilities include:

a. Serve as a fiscal sponsor including subcontracting with partner agencies to ensure the four (4) Required Service Categories are met.
b. Serve as the point contact to BHRS regarding the budget allocation, annual reporting and other fiscal and administrative requirements of the collaborative.
c. Convene Cariño Project provider agencies and facilitate regular communication and collaboration of services; Coordinate supplementary training opportunities for all partner agencies and staff in collaboration with BHRS.
d. Attend any relevant regional collaboration meetings in the Coastside to allow for ongoing collaboration and leveraging of local resources.
e. Maintain the primary location in the northern part of the Coastside (i.e., Half Moon Bay) to serve as a physical space for the Cariño Project.
f. Hire a Program Manager to coordinate the services and programming being offered across the Coast and manage the day-to-day operations and safety issues that may arise.
g. Identify a means of supporting the transportation needs and participation of individuals and families in the south Coast for the Cariño Project programming, services and/or treatment, the BHRS clinic and other locations as appropriate.

2. Behavioral Health/Wellness Services

Contractor will support a broad range of services for clients with both mental health and substance use challenges including, but not limited to, the following behavioral health/ wellness services:

a. Hire the equivalent of 1 full-time clinician, preferably with a Substance Use Disorder Counselor Certification and a .5 peer support worker.
b. Work collaboratively with BHRS to develop a plan for responding to clients in crisis. Ongoing treatment and crisis intervention will not be provided on-site at the Cariño Project.
c. Develop policies and procedures regarding assessments for both mental health and substance use needs and provide linkages/referrals to the appropriate care, including referrals to San Mateo County Health Coverage unit for health coverage enrollment, as applicable.
d. Provide short-term mental health counseling services for individuals that don't immediately meet medical necessity for serious mental illness.
e. Provide linkages/referrals to BHRS Access Call Center for individuals who may need more extensive treatment. Strategies may include but are not limited to:
    i. initial mental health screening to engage potential clients

ii. providing brief interventions to motivate more extensive treatment; and
iii. providing warm hand-off to facilitate assessment and follow up treatment as needed.

f. Provide peer and family support groups (e.g., platicas) with specific time periods and programming devoted exclusively to youth client/consumers, adult/older adult clients/consumers, family members.

g. Provide psychoeducation and prevention workshops (e.g., parenting skills, recognizing signs and symptoms of mental health crisis, sexual orientation and gender identity, overcoming stress, anxiety, etc.).

h. Provide recovery-focused workshops/sessions (e.g., Wellness Recovery Action Planning (WRAP), mindfulness and other non-traditional practices such as drumming and cultural folk healers, music, arts, dance, etc.).

3. Substance Use Services

Contractor will subcontract with a provider of substance use services than can support clients with mild-moderate mental health symptoms and substance use challenges, have policies and procedures regarding assessments for both mental health and substance use challenges, and providing linkages/referrals to the appropriate care. Services provided will include, but are not limited to:

a. Screenings
b. Field-based treatment
c. Psycho-education support groups for all age groups
d. Linkages/referrals to BHRS (Integrated Medication Assisted Treatment (IMAT), clinic, etc.) and other services as appropriate.

4. Community Engagement and Capacity Building

Contractor will provide community engagement activities designed to build capacity and trust with vulnerable communities on the Coastside. Services shall include, but are not limited to:

a. Outreach workers (promotores) with shared lived experience with the Coastside and familiarity with behavioral health screenings, resources to conduct outreach and engagement, provide referrals, warm hand-offs, mental health and substance use information and education, collaborate with BHRS staff, and identify community-based entities, health and social service providers and other resources.

b. Screening for mental health and substance use needs and other social needs will be conducted followed by appropriate referrals. Appropriate screening tools will be identified in collaboration with BHRS and could include, but not limited to

the Patient Health Quesitonnaire-2/9 (PHQ-2/9), Adverse Childhood Experiences (ACEs) and Social Determinants of Health (SDOH) assessment.

c. Community capacity building (e.g., advocacy training, Health Ambassador Program, etc.), including youth leadership development that focuses on advocacy opportunities for youth to give back to their communities and impact change.

d. Promote and facilitate community input into development of the BHSA Three-Year Integrated Plan and other Behavioral Health program initiatives and decision-making processes.

e. Recreational, social and enrichment activities (e.g., foosball/soccer, exercise/dance, arts/crafts, cooking, etc.).

D. Staffing

1. As the Lead Administrative Agency Contractor will ensure, in collaboration with BHRS, the appropriate staffing model. The staffing model could include, but is not limited to the following positions:

   a. 1.0 FTE Program Manager to coordinate the services and programming being offered across the Coast and manage the day-to-day operations including but not limited to,

      i. any safety issues that may arise
      ii. supervision of staff and staff meetings
      iii. developing new services
      iv. coordinating with the substance use provider for Cariño Project and other partners and stakeholders
      v. reviewing monthly reports, including performance data and community evaluations
      vi. supporting evaluation activities as determined by BHRS.

   b. 0.8 FTE Administrative Assistant to support day-to-day administrative needs.

   c. 0.5 FTE Program Tracker/Reporter to support monthly data collection, management and reporting. The position will prepare and present monthly outcome reports and the annual report.

   d. 05 FTE Executive Director to oversee the program and high level needs.

2. To provide the Behavioral Health/Wellness services for the Cariño Project, Contractor will staff:

   a. 0.10 FTE Director of Mental Health to provide oversight and overall implementation services in partnership with the

Executive Director and provide direct support to the behavioral health and wellness staff.

b. 0.35 FTE Clinical Care Director and Clinical Supervisor, master level, responsible for the clinical care coordination and weekly supervision of clinical staff supporting and ensuring cultural responsiveness, adherence to HIPPA requirements, upholding ethical/legal practices for client care, safety and confidentiality.

c. .20 FTE Clinical Supervisor, doctoral level, weekly supervision of clinical staff supporting and ensuring cultural responsiveness, adherence to HIPPA requirements, upholding ethical/legal practices for client care, safety and confidentiality.

d. 1.0 FTE Clinician, preferably with a Substance Use Disorder Counselor Certification, to be the primary behavioral health and wellness services provider and work closely with the case manager to refer and link individuals to additional services as needed.

e. 1.0 FTE Case Manager to coordinate the services and programming being offered across the Coast and manage the day-to-day operations, peer support work as well as for referring clients in crisis and those with long-term, needs to County and other regional service providers.

f. 0.05 FTE Executive Director to oversee the program and high level needs.

3. To provide the Substance User Services to support Cariño Project clients with substance user services as needed, Contractor will subcontract with El Centro de Libertad (The Freedom Center), which focuses on improving the lives of adults struggling to break the cycle of substance use and will provide Outpatient Treatment, Recovery Services, and Community & Family Outreach. El Centro de Libertad will staff:

   a. 1.0 FTE Substance Abuse Counselor
   b. 0.5 FTE Director of Operations.

4. To support the Community Engagement and Capacity Building services of the Cariño Project, Contractor will staff:
   a. 0.70 FTE Community Engagement Coordinator to be responsible for all community programming and organizing events, celebrations and community engagement efforts.

5. Staff must complete twenty (20) hours of training per calendar year. Training topics will include, but are not limited to, the following:

   a. HIPPA
   b. Cultural Humility, Sexual Orientation and Gender Identity

reporting
c. Mental Health First Aid (MHFA)
d. Peer support
e. Documentation Training
f. Emergency Preparedness and CPR/First Aid

E. Cariño Project Characteristics

1. Collaboration. Resources shall be leveraged as much as possible. The Cariño Project will host other agencies and services to best meet the needs of the community. For example, connecting parents and youth to the Health Ambassador Program, hosting Girasol or Mindfulness-Based Substance Abuse Treatment groups for youth, connecting youth to skill development opportunities through the Youth Commission, Substance Use Prevention efforts, and others.

2. Cost. Programming will be free of cost and/or sliding fee scale for participants. Stipends, refreshments and/or incentives will be provided as needed to encourage participation.

3. Transportation – Cariño Project services (behavioral health, wellness and educational activities, etc.) will be provided in Pescadero as feasible and as community space and scheduling permits. The Lead Agency will identify means for transporting individuals to programming, services and/or treatment, the BHRS clinic and other locations as appropriate.

4. Day and Time Availability. The program services will be available in the evening hours of 5:00 – 9:00 pm to support working families. There will also be certain set day/time periods and programming devoted to clients and family members. Additionally, there will be specific day/time periods devoted to serving youth and intergenerational activities.

5. Privacy. Contractor will have protocol for respecting the privacy of the client/consumers.

6. Co-location of services. The program services will be offered in faith-based organizations, other community-based agencies, schools, housing complexes and other spaces where community exist, feel safe and trust.

7. Cultural responsiveness. A safe and supportive environment for youth and adults with mental illness and/or co-occurring challenges and their families will be created through various strategies including, but not limited to:

   a. Bilingual and bicultural staff, including youth and adult peers, to provide peer-led activities in both Spanish and English.

b. Welcoming, non-judgmental to the Latino community and other multiracial, multicultural and multigenerational communities including the Lesbian, Gay, Bisexual and Transgender, and Questioning (LGBTQ+) community.
c. Use of evidence-based curriculum that are tailored to the strengths and needs of Latinos, such as the National Compadres Network and Keepin' it R.E.A.L curriculum.
d. Intentionally celebrating culture through the center décor and activities provided.

F. Reporting, Evaluation and Program Monitoring

1. Reporting and Evaluation
   a. Contractor will utilize a data collection framework, to be provided by BHRS, to collect information about program outcomes, individuals engaged, the activities, referral outcomes and demographics.
   b. Contractor will participate and support facilitation of any additional reporting and/or evaluation activities as determined by BHRS and could include, but s not limited to, focus groups and/or key interviews to assess the impact of the wellness
   c. Contractor shall comply with any data reporting mandates that the State of California requires so that BHRS maintains compliance with its Behavioral Health Services Act (BHSA) reporting obligations.

2. Program Monitoring
   a. Contractor services will be monitored according to contract terms, whether it is achieving desired impact or responsiveness to the target populations.
   b. Regular monitoring check-ins will be scheduled with the BHRS Program Manager to identify challenges and areas of improvement and highlight successes, and annual reporting narratives capturing these factors.
   c. Implementation tracking logs will be submitted monthly to the BHRS Program Manager along with invoices detailing services rendered.
   d. Contractor will track implementation activities and submit monthly relevant tracking logs and supporting documentation and may include but is limited to the following:

      i. Total number of clients receiving mental health services during the month, including but not limited to, types of services provided (groups, counseling, workshops, etc.) and number of clients per service type.
      ii. Total number of clients receiving substance use services during the month, including but not limited to, types of services provided (screenings, field-based treatment, support groups, etc.) and number of clients per service type.

iii. Total number of clients screened for mental health, substance use and social needs by age group.
iv. Total number of referrals made to BHRS specifically.
v. Total number of referrals made to other services, including where referrals were made to.
vi. Community engagement activities, including but not limited to, total number of individuals reached, types of activities coordinated, capacity building activities (workshops, training, etc.), and recreational activities coordinated.
vii. List of staff trainings offered including participants attended.

II. DESCRIPTION OF SERVICES – TRAUMA-INFORMED PREVENTION AND EARLY INTERVENTIONS (PEI) FOR YOUTH

The Trauma-Informed PEI for Youth includes evidence-based and community defined interventions for high risk school age and transition age youth who struggle with trauma and substance use behavioral issues. Interventions reach youth in non-traditional behavioral health settings such as schools, drop-in centers, shelters, probation and other youth-focused service settings and community based agencies.

The Contractor will implement Mindfulness-Based Substance Abuse Treatment (MBSAT) evidence-based curriculum and short-term individual counseling for youth as appropriate.

A. Service Approach

1. Trauma-informed. All six key principles of a trauma-informed approach shall be incorporated when serving youth with mental illness and/or co-occurring substance use challenges and their families: safety, trustworthiness and transparency, peer support, collaboration, empowerment; and cultural, historical and gender issues.

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

3. Integrated approach. Services will ensure that mental health and substance use challenges are addressed and integrated. Mental health and substance use challenges need to be identified and appropriate treatment and/or referrals to treatment provided that is tailored to clients' unique needs and engage families and the community as appropriate.

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

B. Service Components

The Contractor will provide the three required components:

1. Group-Based Intervention and Individual Counseling as needed
2. Community Engagement
3. Social Determinants of Health (SDOH) Screening and Referrals

C. Population to be Served

The Trauma-Informed PEI for youth focuses on youth who are at greatest risk for adverse childhood experiences, including youth of color, LGBTQ+ youth and youth who grow up in poverty.

1. Contractor will serve largely Latino, rural, socioeconomically disadvantaged, and refugee population children, youth, and transitional age youth (and their parents and caregivers) including LGBTQ+ youth.

2. Contractor will collaborate with the Cabrillo Unified School District (CUSD) where 51% of students identify as Latino; 46% of students are eligible for free or reduced-price lunch; and 26% of students speak a language other than English at home.

3. Contractor will collaborate with the La Honda Pescadero Unified School District where 82% of students are minorities (largely Latino) and 51% of students enrolled are economically disadvantaged students.

D. Group-Based Intervention and optional Individual Counseling

1. The Contractor will implement Mindfulness-Based Substance Abuse Treatment (MBSAT) evidence-based curriculum with at minimum two (2) youth cohorts of Group-Based Interventions per fiscal year.
   a. The Group-Based Intervention will consist of at least eight (8)

MBSAT sessions and one (1) session for BHRS staff to present on youth engagement opportunities as described below in Section E. Community Engagement.

b. Youth cohorts will consist of at minimum eight (8) youth per cohort or sixteen (16) youth participants total.
   i. Contractor will recruit more than eight (8) youth per cohort to account for attrition.

c. Youth participants will complete at least eight (8) intervention/curriculum sessions.

d. Cohorts will be conducted in community settings to reach youth were they are. Cohorts can be conducted in partnership with faith-based organizations, community-based agencies, schools, housing complexes and other spaces where community exist, feel safe and trust.

e. Agencies will provide stipends, refreshments and/or incentives as needed to encourage participation.

f. Refreshments should follow healthy food guidelines, limiting salt, saturated and trans fats and added sugars.

2. The Contractor will ensure staff facilitators receive the appropriate training and certification needed to deliver the intervention/curriculum with fidelity.
   a. A six-hour training is required to deliver the MBSAT curriculum.
   b. BHRS offers the required training twice a year and an optional certification once a year at no cost to staff and contractors.

3. The Contractor will provide short-term individual counseling to up to twelve (12) youth participants.
   a. Individual counseling may be initiated after participation in a Group-Based Intervention, if a youth would benefit from additional support.
   b. Individual counseling may also be provided to youth if the group setting creates challenges for their participation or as a gateway to the Group-Based Intervention. As appropriate and permissible, agencies will adapt the group-based curriculum topics for individual setting.

4. Youth participation in group-based intervention and/or individual counseling will not exceed eighteen months total, as per MHSA PEI regulations.

5. Youth requiring more intensive and/or longer-term supports will be referred to the BHRS Access Call Center for appropriate supports.

E. Community Engagement

Early intervention evidence-based curriculums support youth skill building, but seldom address systemic and community-level challenges that are necessary for positive youth development and behavioral health outcomes.

1. Contractor will provide foundational trauma-informed 101 training to the adults and other members of the community that interact with the youth participants (parents/caregivers, teachers, probation officers, service providers, community, etc.) to create trauma-informed community supports for youth.

2. Contractor will coordinate and implement two (2) community trainings per proposed youth cohort for a total of four (4) trainings.

3. Contractor will provide childcare, refreshments and/or incentives as needed to encourage participation.

4. Contractor will support warm handoff referrals and provide resources to adult participants as needed.

5. Contractor will work with BHRS staff to provide leadership engagement opportunities presented during one (1) session of the youth cohort.

   The opportunities can be requested from the BHRS Alcohol and Other Drug (AOD) youth prevention programs.

F. Screening and Referrals

Early intervention programs require screening for mental health and substance use needs. Additionally, social determinants of health (e.g., food insecurity, housing, transportation, medical treatment, etc.) can account for up to 40 percent of individual health outcomes, particularly among low-income populations.

1. Contractor will screen youth participants at intake for mental health and substance use needs, and social determinants of health impacts to support appropriate referrals and identifying community-based social service resources and social needs and/or gaps.

2. Contractor will provide linkages/referrals, including warm hand-offs to appropriate agencies to address youth' social needs, including referrals to San Mateo County Health Coverage Unit for health coverage enrollment, if applicable.

3. Contractor will provide linkages/referrals to BHRS Access Call Center for youth who may need more intensive or longer-term mental health and/or substance use treatment.

G. Staff Requirements

1. Contractor will identify facilitators for the MBSAT program that practice self-awareness, commitment to daily mindfulness practices and genuine interest in youth participants to develop positive rapport

and relationships.

2. Clinical licensure or license-eligible (e.g., ACSW, AMFT) is preferred but not required.

3. Individual Counselors will have previous supervised counseling experience; substance use prevention training; knowledge of adolescent development.

4. A project coordinator/supervisor must be knowledgeable about mental health and substance use prevention and treatment, and have experience in counseling adolescents.

5. Staff must complete twenty (20) hours of training per calendar year. Training topics will include, but are not limited to, the following:

    a. HIPPA
    b. Cultural Humility, Sexual Orientation and Gender Identity (SOGI)
    c. Mental Health First Aid (MHFA)
    d. Emergency Preparedness and CPR/First Aid

6. All staff working directly with children are required to be fingerprinted and their background checked.

H. Reporting and Evaluation

1. Contractor will utilize a data collection framework, to be provided by BHRS, to collect information about program outcomes, individuals engaged, the activities, referral outcomes and demographics, and may include but is not limited to:
    a. Post-cohort(s) surveys with all youth participants to assess internal strengths and external supports across several contexts of their lives: personal, peers, family, school, and community.
    b. SDOH screening results and linkages made.
    c. Demographics of youth participants.
    d. Youth success stories.
    e. Satisfaction surveys with youth and trauma-informed 101 training participants to measure satisfaction with service provision.
2. Contractor will work collaboratively with BHRS to support annual reporting requirements that may be required under BHSA.
3. Contractor will participate and support facilitation of any additional reporting and/or evaluation activities as determined by BHRS and may include, but is not limited to, focus groups and/or key interviews to assess the impact of the wellness program approach.
4. Contractor will submit a year-end report due by the fifteenth (15th) of August to the BHRS program manager and the MHSA Manager

using a BHRS provided reporting template.

I. Program Monitoring

1. Services will be monitored according to contract terms, whether it is achieving the desired impact, or responsiveness to the target populations.
2. Regular monitoring check-ins will be scheduled with the BHRS Program Manager to identify challenges and areas of improvement and highlight successes, and annual reporting narratives capturing these factors.
3. Implementation tracking logs will be submitted monthly to the BHRS Program Manager along with invoices detailing services rendered.
4. Contractor will track implementation activities and submit monthly tracking logs and supporting documentation as follows:
    a. Group-Based Intervention participant characteristics – total number of sessions conducted per cohort, number of participants enrolled in cohort, number completing all sessions and overall attendance rate, location of cohort.
    b. Community engagement activities – adults engaged in foundational trauma-informed 101 training, demographics, number of youth successfully linked to youth engagement activities (participated in capacity building activities).
    c. Number of participants screened for mental health, substance use and social needs by age group.
    d. Referrals made to behavioral BHRS Access Call Center or other behavioral health services, and social service needs, including medical care and health coverage.

J. Health Order Compliance

Comply with employer requirements established by Cal-OSHA through the COVID -19 Prevention Non-Emergency Regulations which are chaptered in the California Code of Regulations, Title 8-Cal/OSHA, Chapter 4 Division of Industrial Safety, Subchapter 7 General Industry Safety Orders, Section 3205 COVID-19 Prevention.

This section applies to all employees and places of employment with the exception of locations with one employee that does not have contact with other persons, employees working from home, or employees teleworking from a location of the employee's choice, which is not under the control of the employer.

Employers can comply with this section by either maintaining a COVID-19 Plan that was required by previous contract conditions or as part of the required Injury and Illness Prevention Program required by Section 3203.

Employers are required to comply with COVID-19 Prevention requirements of Cal/OSHA.

More information, including access to the text of the regulations, COVID-19 Prevention Plan Templates, Frequently Asked Questions, and Fact Sheets can be found at https://www.dir.ca.gov/dosh/coronavirus/Non_Emergency_Regulations/.

III. ADMINISTRATIVE REQUIREMENTS

A. Disaster and Emergency Response Plans

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

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

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

the emergency, as well as whether the circumstances warrant additional compensation by the County for additional staff, supplies and services needed for such Emergency Response and/or Continuity of Operations.

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

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

B. Quality Management and Compliance

1. Quality Management Program and Quality Improvement Plan

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

2. Quality Improvement Activities and Participation
Contractor shall comply with the County's ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program (42 C.F.R. § 438.330(a)) and work with the County to improve established outcomes by following structural and operational processes and activities that are consistent with current practice standards.

a. Contractor shall participate in quality improvement (QI) activities, including clinical and non-clinical performance improvement projects (PIPs), as requested by the County in relation to state and federal requirements and responsibilities, to improve health outcomes and clients' satisfaction over time. Other QI activities include quality assurance, collection and submission of performance measures specified by the County,

mechanisms to detect both underutilization and overutilization of services, client and system outcomes, utilization management, utilization review, provider appeals, provider credentialing and re-credentialing, and client grievances. Contractor shall measure, monitor, and annually report to the County its performance.

b. Contractor shall implement mechanisms to assess client/family satisfaction based on County's guidance. The Contractor shall assess client/family satisfaction by:
   i. Surveying client/family satisfaction with the Contractor's services at least annually.
   ii. Evaluating client grievances, appeals and State Hearings at least annually.
   iii. Evaluating requests to change persons providing services at least annually.
   iv. Informing the County and clients of the results of client/family satisfaction activities.

c. Contractor, if applicable, shall implement mechanisms to monitor the safety and effectiveness of medication practices. This mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs, at least annually.

d. Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually and shared with the County.

e. Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.

f. Contractor shall collaborate with County to create a QI Work Plan with documented annual evaluations and documented revisions as needed. The QI Work Plan shall evaluate the impact and effectiveness of its quality assessment and performance improvement program.

g. Contractor shall attend and participate in the County's Quality Improvement Committee (QIC) to recommend policy decisions, review and evaluate results of QI activities, including PIPs, institute needed QI actions, and ensure follow-up of QI processes. Contractor shall ensure that there is active participation by the Contractor's practitioners and providers in the QIC.

h. Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.

i. Contractor shall participate, as required, in annual, independent external quality reviews (EQR) of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

3. 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.

4. Record Retention

Section 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.

5. Documentation of Services

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

System of Care (SOC) Short-Doyle Medi-Cal Mental Health Providers shall document in accordance with the BHRS Mental Health & AOD Documentation Manual located online at: https://www.smchealth.org/sites/main/files/file-

attachments/bhrsdocmanual.pdf

SOC contractor will utilize either documentation forms located on http://smchealth.org/SOCMHContractors or contractor's own forms that have been pre-approved. Substance Use provider services shall be in compliance with the Alcohol and Other Drug Services Provider Handbook which is located online at http://www.smchealth.org/bhrs/aod/handbook.

6. 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.

7. Client Rights and Satisfaction Surveys

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

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

c. Advance Directives

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

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

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

confidential PHI to BHRS Quality Management within twenty–four (24) hours.

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

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

i. 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;

ii. 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

iii. Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of protected information.

d. Confidentiality Training

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

9. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management on the same day of the incident or within 24 hours 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, including but not limited to participation in quality improvement meetings, provision of all information requested by the County relevant to the incident,

and Contractor staff cooperation.

10. Ineligible Employees

Behavioral Health and Recovery Services (BHRS) requires that contractors comply with Federal requirements as outlined in 42 CFR (438.608) Managed Care Regulations. Contractors must identify the eligibility of employees, interns, or volunteers prior to hiring and on a monthly basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting Form, Policy#93-11) should a current employee, intern, or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns, and volunteers by following procedures included in BHRS Policy # 19-08, which can be found online at: https://www.smchealth.org/bhrs-policies/credentialing-and-re-credentialing-providers-19-08. BHRS Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRS Quality Management if an employee's license is not current or is not in good standing and must submit a plan to correct the matter.

a. Credentialing Check – Initial

During the initial contract process, BHRS will send a packet of contract documents that are to be completed by the Contractor and returned to BHRS. Attachment A – Agency/Group Credentialing Information will be included in the contract packet. Contractor must complete Attachment A and return it along with all other contract forms.

b. Credentialing Check – Monthly

Contractor will complete Attachment A – Agency/Group Credentialing Information each month and submit the completed form to BHRS Quality Management via email at: HS_BHRS_QM@smcgov.org or via a secure electronic format.

11. Compliance Plan and Code of Conduct

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

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

12. Fingerprint Compliance

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

a. Adhere to CCR Title 9 Section 13060 (Code of Conduct) when providing services to individuals with whom they have contact as a part of their employment with the contractor; OR
b. Obtain an exemption from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as a part of their employment with the contractor.

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

13. Staff Termination

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

14. Minimum Staffing Requirements

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

C. Client Rights

Contractor shall take all appropriate steps to fully protect clients' rights, as specified in Welfare and Institutions Code Sections 5325 et seq; Title 9 California Code of Regulations (CCR), Sections 861, 862, 883, 884; Title 22 CCR, Sections 72453 and 72527; and 42 C.F.R. § 438.100.

D. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Office of Diversity & Equity (ODE) at 650- 573-2714 or ode@smcgov.org.

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Analyst/Program Manager and the Office of Diversity & Equity (ODE) by September 30th of the fiscal year.

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

   a. Implementation of policies and practices that are related to promoting diversity and cultural competence, such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance.

   b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).

   c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation in health records to improve service provision and help in planning and implementing CLAS standards.

   d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner.)

   e. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.

2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend a Health

Equity Initiative (HEI), including but not limited to the Diversity & Equity Council (DEC), for the term of the Agreement. Participation in an HEI/DEC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more information about the HEI/DEC, and other cultural competence efforts within BHRS, contact ODE or visit https://www.smchealth.org/health-equity-initiatives.

3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If Contractor is unable to provide services in those languages, Contractor is expected to contact their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact ODE.

4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to ODE by March 31st, copies of Contractor's health-related materials in English and as translated.

5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager and ODE (ode@smcgov.org) to plan for appropriate technical assistance.

E. Telehealth

1. Contractor may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable County, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at: https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx.
2. All telehealth equipment and service locations must ensure that client confidentiality is maintained.
3. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice.
4. Medical records for clients served by Contractor under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by Contractor. Such consent must be obtained at least once prior to

initiating applicable health care services and consent must include all elements as specified in BHIN 22-019.

5. County may at any time audit Contractor's telehealth practices, and Contractor must allow access to all materials needed to adequately monitor Contractor's adherence to telehealth standards and requirements.

F. Chart Auditing and Reasons for Recoupment

1. Maintenance of Records

Contractor shall maintain proper clinical and fiscal records relating to clients served under the terms of this Agreement, as required by the Director, DHCS, and all applicable state and federal statutes and regulations. Client records shall include but not be limited to admission records, diagnostic studies and evaluations, client interviews and progress notes, and records of services provided. All such records shall be maintained in sufficient detail to permit evaluation of the services provided and to meet claiming requirements.

2. Access to Records

Contractor shall provide County with access to all documentation of services provided under this Agreement for County's use in administering this Agreement. Contractor shall allow County, CMS, the Office of the Inspector General, the Controller General of the United States, and any other authorized federal and state agencies to evaluate performance under this Agreement, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor pertaining to such services at any time and as otherwise required under this Agreement.

3. Federal, State and County Audits

In accordance with the California Code of Regulations, Title 9, Chapter 11, Section 1810.380(a), County will conduct monitoring and oversight activities to review Contractor's SMHS programs and operations. The purpose of these oversight activities is to verify that medically necessary services are provided to clients, who meet medical necessity and criteria for access to SMHS as established in BHIN 21-073, in compliance with the applicable state and federal laws and regulations, and/or the terms of the Agreement between Contractor and County, and future BHINs which may spell out other specific requirements.

4. Internal Auditing

a. Contractors of sufficient size as determined by County shall

institute and conduct a Quality Assurance Process for all services provided hereunder. Said process shall include at a minimum a system for verifying that all services provided and claimed for reimbursement shall meet SMHS definitions and be documented accurately.

b. Contractor shall provide County with notification and a summary of any internal audit exceptions, and the specific corrective actions taken to sufficiently reduce the errors that are discovered through Contractor's internal audit process. Contractor shall provide this notification and summary to County in a timely manner.

5. Confidentiality in Audit Process

a. Contractor and County mutually agree to maintain the confidentiality of Contractor's client records and information, in compliance with all applicable state and federal statutes and regulations, including but not limited to HIPAA and California Welfare and Institutions Code, Section 5328. Contractor shall inform all of its officers, employees, and agents of the confidentiality provisions of all applicable statutes.
b. Contractors' fiscal records shall contain sufficient data to enable auditors to perform a complete audit and shall be maintained in conformance with standard procedures and accounting principles.
c. Contractor's records shall be maintained as required by the Director and DHCS on forms furnished by DHCS or the County. All statistical data or information requested by the Director shall be provided by the Contractor in a complete and timely manner.

6. Reason for Recoupment

a. County will conduct periodic audits of Contractor files to ensure appropriate clinical documentation, high quality service provision and compliance with applicable federal, state and county regulations.
b. Such audits may result in requirements for Contractor to reimburse County for services previously paid in the following circumstances:
    i. Identification of Fraud, Waste or Abuse as defined in federal regulation.
    ii. Fraud and abuse are defined in C.F.R. Title 42, § 455.2 and W&I Code, section 14107.11, subdivision (d).
    iii. Definitions for "fraud," "waste," and "abuse" can also be found in the Medicare Managed Care Manual available at www.cms.gov/Regulation-and-Guidance/Guidance/Manuals/Downloads/mc86c21.pdf
    iv. Overpayment of Contractor by County due to errors in claiming or documentation.

v. Other reasons specified in the SMHS Reasons for Recoupment document released annually by DHCS and posted on the DHCS BHIN website.

c. Contractor shall reimburse County for all overpayments identified by Contractor, County, and/or state or federal oversight agencies as an audit exception within the timeframes required by law or Country or state or federal agency.

7. Cooperation with Audits *(Agreement Section 15)*

a. Contractor shall cooperate with County in any review and/or audit initiated by County, DHCS, or any other applicable regulatory body. This cooperation may include such activities as onsite program, fiscal, or chart reviews and/or audits.
b. In addition, Contractor shall comply with all requests for any documentation or files including, but not limited to, client and personnel files.
c. Contractor shall notify the County of any scheduled or unscheduled external evaluation or site visits when it becomes aware of such visit. County shall reserve the right to attend any or all parts of external review processes.
d. Contractor shall allow inspection, evaluation and audit of its records, documents and facilities for ten years from the term end date of this Agreement or in the event Contractor has been notified that an audit or investigation of this Agreement has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later pursuant to 42 C.F.R.§§ 438.3(h) and 438.230I(3)(i-iii).

G. Grievances, Appeals and Notices of Adverse Benefit Determination

1. All grievances (as defined by 42 C.F.R. § 438.400) and complaints received by Contractor must be immediately forwarded to the County's Quality Management Department or other designated persons via a secure method (e.g., encrypted email or by fax) to allow ample time for the Quality Management staff to acknowledge receipt of the grievance and complaints and issue appropriate responses.
2. Contractor shall not discourage the filing of grievances and clients do not need to use the term "grievance" for a complaint to be captured as an expression of dissatisfaction and, therefore, a grievance.
3. Aligned with MHSUDS IN 18-010E and 42 C.F.R. §438.404, the appropriate and delegated Notice of Adverse Benefit Determination (NOABD) must be issued by Contractor within the specified timeframes using the template provided by the County.
4. Add County specific information regarding which, if any NOABDs are delegated to Contractor.

5. NOABDs must be issued to clients anytime the Contractor has made or intends to make an adverse benefit determination that includes the reduction, suspension, or termination of a previously authorized service and/or the failure to provide services in a timely manner. The notice must have a clear and concise explanation of the reason(s) for the decision as established by DHCS and the County. The Contractor must inform the County immediately after issuing a NOABD.
6. Procedures and timeframes for responding to grievances, issuing and responding to adverse benefit determinations, appeals, and state hearings must be followed as per 42 C.F.R., Part 438, Subpart F (42 C.F.R. §§ 438.400 – 438.424).
7. Contractor must provide clients with any reasonable assistance in completing forms and taking other procedural steps related to a grievance or appeal such as auxiliary aids and interpreter services.
8. Contractor must maintain records of grievances and appeals and must review the information as part of its ongoing monitoring procedures. The record must be accurately maintained in a manner accessible to the County and available upon request to DHCS.
9. Advanced Directives - Contractor must comply with all County policies and procedures regarding Advanced Directives in compliance with the requirements of 42 C.F.R. §§ 422.128 and 438.6(i) (l), (3) and (4).
10. Continuity of Care - Contractor shall follow the County's continuity of care policy that is in accordance with applicable state and federal regulations, MHSUDS IN 18-059 and any BHINs issued by DHCS for parity in mental health and substance use disorder benefits subsequent to the effective date of this Agreement (42 C.F.R. § 438.62(b)(1)-(2).)

H. Compliance Program, Including Fraud Prevention and Overpayments

1. Contractor shall have in place a compliance program designed to detect and prevent fraud, waste and abuse, as per 42 C.F.R. § 438.608(a)(1), that must include:
2. Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the Contract, and all applicable federal and state requirements.
3. A Compliance Office (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of this Agreement and who reports directly to the CEO and the Board of Directors.
4. A Regulatory Compliance Committee on the Board of Directors and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the Agreement.
5. A system for training and education for the Compliance Officer, the organization's senior management, and the organization's employees for the federal and state standards and requirements

under the Agreement.

6. Effective lines of communication between the Compliance Officer and the organization's employees.
7. Enforcement of standards through well-publicized disciplinary guidelines.
8. The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, corrections of such problems promptly and thoroughly to reduce the potential for recurrence and ongoing compliance with the requirements under the Contract.
9. The requirement for prompt reporting and repayment of any overpayments identified.
10. Contractor must have administrative and management arrangements or procedures designed to detect and prevent fraud, waste and abuse of federal or state health care funding. Contractor must report fraud and abuse information to the County including but not limited to:
11. Any potential fraud, waste, or abuse as per 42 C.F.R. § 438.608(a), (a)(7),
12. All overpayments identified or recovered, specifying the overpayment due to potential fraud as per 42 C.F.R. § 438.608(a), (a)(2),
13. Information about changes in a client's circumstances that may affect the client's eligibility including changes in the client's residence or the death of the client as per 42 C.F.R. § 438.608(a)(3).
14. Information about a change in the Contractor's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of this Agreement with the Contractor as per 42 C.F.R. § 438.608(a)(6).
15. Contractor shall implement written policies that provide detailed information about the False Claims Act ("Act") and other federal and state laws described in section 1902(a)(68) of the Act, including information about rights of employees to be protected as whistleblowers.
16. Contractor shall make prompt referral of any potential fraud, waste or abuse to County or potential fraud directly to the State Medicaid Fraud Control Unit.
17. County may suspend payments to Contractor if DHCS or County determine that there is a credible allegation of fraud in accordance with 42 C.F.R. §455.23. (42 C.F.R. §438.608 (a)(8)).
18. Contractor shall report to County all identified overpayments and reason for the overpayment, including overpayments due to potential fraud. Contractor shall return any overpayments to the County within 60 calendar days after the date on which the overpayment was identified. (42 C.F.R. § 438.608 (a)(2), (c)(3)).
19. Contractor may adopt the County's Compliance Program.

20. Integrity Disclosures - Contractor must annually complete and submit the Form 700 Attestation https://drive.google.com/file/d/1HYkjf6TULGkexoUqEaNgdc9PHC_uXa0g/view?usp=drive_link

I. Site Inspection

Without limiting any other provision related to inspections or audits otherwise set forth in this Agreement, Contractor shall permit authorized County, state, and/or federal agency(ies), through any authorized representative, the right to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract support activities and the premises which it is being performed. Contractor shall provide all reasonable assistance for the safety and convenience of the authorized representative in the performance of their duties. All inspections and evaluations shall be made in a manner that will not unduly delay the work.

J. Additional Financial Requirements

1. County has the right to monitor the performance of this Agreement to ensure the accuracy of claims for reimbursement and compliance with all applicable laws and regulations.
2. Contractor must comply with the False Claims Act employee training and policy requirements set forth in 42 U.S.C. 1396a(a)(68) and as the Secretary of the United States Department of Health and Human Services may specify.
3. Contractor agrees that no part of any federal funds provided under this Agreement shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at https://www.opm.gov/ (U.S. Office of Personnel Management), as from time to time amended.
4. Federal Financial Participation is not available for any amount furnished to an Excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when the County failed to suspend payments during an investigation of a credible allegation of fraud [42 U.S.C. section 1396b(i)(2)].

K. Contractor Prohibited From Redirection of Contracted Funds

1. Contractor may not redirect or transfer funds from one funded program to another funded program under which Contractor provides services pursuant to this Agreement except through a duly executed amendment to this Agreement.
2. Contractor may not charge services delivered to an eligible client under one funded program to another funded program unless the

client is also eligible for services under the second funded program.

L. Financial Audit Report Requirements for Pass-Through Entities

1. If County determines that Contractor is a "subrecipient" (also known as a "pass-through entity") as defined in 2 C.F.R. § 200 et seq., Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in 2 C.F.R. § 200 et seq., as may be amended from time to time. Contractor shall observe and comply with all applicable financial audit report requirements and standards.
2. Financial audit reports must contain a separate schedule that identifies all funds included in the audit that are received from or passed through the County. County programs must be identified by Agreement number, Agreement amount, Agreement period, and the amount expended during the fiscal year by funding source.
3. Contractor will provide a financial audit report including all attachments to the report and the management letter and corresponding response within six months of the end of the audit year to the Director. The Director is responsible for providing the audit report to the County Auditor.
4. Contractor must submit any required corrective action plan to the County simultaneously with the audit report or as soon thereafter as it is available. The County shall monitor implementation of the corrective action plan as it pertains to services provided pursuant to this Agreement.

IV. GOALS AND OBJECTIVES

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

Goal: To enhance clients' satisfaction with the services provided.

Objective 1: At least ninety percent (90%) of customer survey respondents will rate services as good or better.

Objective 2: At least ninety percent (90%) of customer survey respondents will rate access to mental health and substance use services as good or better.

Objective 3: At least 470 new clients served through short-term mental health services and case management (240 new clients) and/or support groups (230 new clients)

Data collection to be completed by the Contractor and in cooperation with BHRS independent evaluator.

*** END OF EXHIBIT A ***

EXHIBIT B – PAYMENTS AND RATES
ALAS: AYUDANDO LATINOS A SOÑAR
July 1, 2026 – June 30, 2027

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 Section 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. The payment structure may also be adjusted in order to comply with to the ongoing implementation of State Medi-Cal reform (CalAIM) and any related requirements pertaining to services provided through this Agreement.

In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed SIX HUNDRED THIRTY-FOUR THOUSAND FIVE HUNDRED DOLLARS ($634,500).

B. Multi-Cultural Wellness Program

For the Multi-Cultural Wellness Program services described in Paragraph I. of Exhibit A, County shall pay up to a maximum of FIVE HUNDRED FIFTY-NINE THOUSAND FIVE HUNDRED DOLLARS ($559,500), for the term of the agreement.

1. Payments for contractor services, as per the attached budget, shall not exceed FOUR HUNDRED THIRTY-EIGHT THOUSAND DOLLARS ($438,000).

2. Payments for subcontractor services shall not exceed ONE HUNDRED TWENTY ONE THOUSAND FIVE HUNDRED DOLLARS ($121,500).

3. Payments shall be made for actual costs shall be paid monthly following receipt of invoice with itemized list of services provided and tracking logs as described in Paragraph I.F.2.c. of Exhibit A and subject to approval by the BHRS Manager.

C. Trauma-Informed PEI for Youth

For the Trauma-Informed PEI for Youth services described in Paragraph II. of Exhibit A, County shall pay up to a maximum of SEVENTY-FIVE THOUSAND DOLLARS ($75,000), for the term of the agreement.

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

2. For the Group-Based Intervention, Community Engagement and SDOH Referral services, Contractor shall be paid at a rate of TWENTY THOUSAND DOLLARS $20,000 per cohort and a maximum of FORTY THOUSAND DOLLARS ($40,000) for two (2) cohorts.

3. For the Individual Therapy services, Contractor shall be paid a maximum of THIRTY-FIVE THOUSAND DOLLARS ($35,000).

4. Monthly invoices, subject to approval by the BHRS Manager, will include an itemized list of services provided as per the attached budgets and tracking logs as described in Paragraph I.F.2.c . of Exhibit A.

D. Contractor's annual FY 2026-27 budget for the Multi-Cultural Wellness Program is attached and incorporated into this Agreement as Exhibit D.

The Budget may be updated, revised, or adjusted during the term of the Agreement by mutual written agreement of the parties (including via email), without requiring a formal amendment to this Agreement or Exhibit B. The most recently approved version of Attachment B shall constitute the current Budget and shall supersede all prior versions.

At the time of execution of this Agreement, the submitted Budget has not yet been finalized by the Contractor and is therefore subject to review and approval by the BHRS Program Manager. Approval of the final Budget is required prior to the commencement of program services. The budget narrative shall align with the program goals and contracted scope of work.

Contractor shall not exceed the Budget without County's prior written approval. In no event shall the Budget, as amended, exceed the total contract value set forth in this Agreement.

E. Except for those expenses identified for reimbursement in Paragraphs I.B and I.C. in this Exhibit B, Contractor will be responsible for all other expenses incurred during the performance of services rendered under this Agreement.

F. Modifications to the allocations in this Exhibit B may be approved by the Chief of San Mateo County Health or designee, subject to the maximum

amount set forth in Section 3 of this Agreement.

G. The Chief of San Mateo County Health or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than $25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

H. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.

I. In the event this Agreement is terminated prior to June 30, 2027, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of San Mateo County Health or designee.

J. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.

K. Monthly Invoice and Payment

Contractor shall bill County on or before the fifteenth (15^{th}) 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.

L. Invoicing

1. Contractor shall submit monthly invoices for payment on forms in a manner prescribed by the County.
2. The invoice shall include all services and requested payments.
3. Form and documentation requirement for invoices will be provided by County.
4. Invoices shall be provided to County within 15 days after the close of the month in which services were rendered. Following receipt and provisional approval of a monthly invoice, County shall make payment within 30 days.
5. Payment by County to Contractor shall be monthly. Claims that are received after the fifteenth (15^{th}) 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 BHRS-Contracts-Unit@smcgov.org: OR

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

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

N. 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.

O. The implementation of State CalAIM (California Medi-Cal reform) may impact the manner in which claims, reporting and payments are handled. Contractor will comply with any and all State and/or County required changes, upon request, in a timely manner.

EXHIBIT C.1 – REPORTING REQUIREMENTS FORMS AND PERFORMANCE
ALAS
FY 2026-2027

Contractor agrees to meet the following performance measures, targets and reporting requirements set forth below:

I. Monthly Reporting Forms

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.

II. Audit

The contracting parties shall be subject to the examination and audit of the Department of Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).

III. 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 Section 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

IV. Annual Financial Statements

Contractor shall submit to County a year-end actual financial statement no later than ninety (90) days after the end of the fiscal year. Financial statements shall include accounting for all services provided through the Agreement for each applicable period, and separate accountings for each Electronic Health Record system program. Financial statements shall be in accordance with the standard health accounting principles and format. Contractor shall annually have its books of accounts audited by a Certified Public Accountant and a copy of said audit report shall be submitted within six months of the close of the fiscal year. The detailed financial statement total should agree to the audited statements provided.

As applicable, Contractor shall also submit to County a year-end Single Audit report with the financial statement. The annual financial statement and Single Audit Report, as applicable, shall be sent to the BHRS Deputy Director, Janet Gard, at jgard@smcgov.org.

V. Claims Certification and Program Integrity

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002, Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.

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

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

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

Executed at _____ California, on _____20___

Signed _____ Title _____

Agency _____ ”

3. The certification shall attest to the following for each beneficiary with services included in the claim:

    a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.

    b. The beneficiary was eligible to receive services described in Exhibit A of this Agreement at the time the services were provided to the beneficiary.

    c. The services included in the claim were actually provided to the beneficiary.

    d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.

    e. A consumer plan was developed and maintained for the beneficiary that met all consumer plan requirements established in this agreement.

    f. For each beneficiary with specialty mental health services included in the claim, all requirements for Contractor payment authorization for specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.

    g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.

Except as provided in Paragraph III.B.4 of Exhibit A relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the consumer. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

EXHIBIT D - BUDGET 2026-27 ALAS MULTI-CULTURAL WELLNESS PROGRAM			July 2026 to June 2027			
A. Direct Expenditures			**Lead Agency**	**Health & Wellness**	**Comm Engagement**	**Total**
	1. Personnel Expenditures					
		a) Salaries				
		i. Executive Director - 5% FTE	9,785			9,785
		ii. Program Director - Social services - 60% FTE	60,000			60,000
		iii. Program Administrative Assistant - 60% FTE	34,424			34,424
		iv. Clinician - 50% FTE	-	66,200		66,200
		v. Community Case Manager - 50% FTE	-		36,957	36,957
		vi. Community Engagement Coordinator- 80% FTE			57,680	57,680
		vii. Program Director - Arts and Culture - 50% FTE			39,000	39,000
		Subtotal of Salaries	104,209	66,200	133,637	304,046
		b) Employee Benefits - 18%	18,758	11,916	24,055	54,728
		Subtotal Personnel Expenditures	**122,967**	**78,116**	**157,691**	**358,774**
	2. Program Expenditures					-
		a. Program support Services	-	10,145	59,644	69,789
		b. Program Supplies (Food and Groceries Included)	-	2,000	2,000	4,000
		c. Sub - Contractor Services	121,992	-	-	121,992
		Subtotal Operating Expenditures	**121,992**	**12,145**	**61,644**	**195,781**
	Total Direct Expenditures		**244,959**	**90,261**	**219,335**	554,555
B. Indirect Expenditures 5%			**12,248**	**4,513**	**10,967**	**27,728**
						-
E. Total Proposed Budget			**257,207**	**94,774**	**230,302**	**582,282**
F. Total Amount Requested						**581,500**

Attachment C
Election of Third Party Billing Process

Effective July 1, 2005, San Mateo County Behavioral Health and Recovery Services (SMCBHRS) will be required to bill all other insurance (including Medicare) before billing Medi-Cal for beneficiaries who have other coverage in addition to Medi-Cal. This is called "serial billing." All claims sent to Medi-Cal without evidence of other insurance having been billed first will be denied.

In order to comply with the serial billing requirement, you must elect which of the two following options to use in our contract with you. In either case, you will need to establish the eligibility of your clients through the completion of the standard form (Payor Financial Form) used to collect this information. Please select and complete one of the two options below:

Option One
Our agency will bill other insurance and provide SMCBHRS with a copy of the Explanation of Benefits provided by that insurance plan before billing SMCBHRS for the remainder.

We _____ (provider name) elect option one.

_____ _____
Signature of authorized agent Name of authorized agent

_____
Telephone number

Option Two
Our agency will provide information to San Mateo County Behavioral Health and Recovery Services (SMCBHRS) so that SMCBHRS may bill other insurance before billing Medi-Cal on our agency's behalf. This will include completing the attached client Payor Financial Form and providing it to the SMCBHRS Billing Office with the completed "assignment" that indicates the client's permission for SMCBHRS to bill their insurance.

We _____ (provider name) elect option two.

_____ _____
Signature of authorized agent Name of authorized agent

_____
Telephone number

Please note if your agency already bills private insurance including Medicare for services you provide, then you must elect Option One. This is to prevent double billing. Please return this completed form to:

Doreen Avery, Revenue and Reimbursement Manager
Behavioral Health and Recovery Services
2000 Alameda de las Pulgas, Suite 280
San Mateo, CA 94403
(650) 573-2284

Attachment D – Agency Payor Financial

Client ID (*Do name search):*	**Client Date of Birth (Required):**	**SSN (Required):**
Last Name:	**First Name:**	**M.I.**
Alias or other names used:	**Undocumented?** ☐ Yes ☐ No	

Does Client have Medi-Cal? ☐ Yes ☐ No **Share of Cost Medi-Cal?** ☐ Yes ☐ No

Client's Medi-Cal Number *(CIN Number)*? _____

Please attach copy of MEDS screen. If client has Full Scope Medi-Cal and no other insurance coverage, skip the remaining sections of this form and fax to MIS/Billing Unit (650) 573-2110.

Is client potentially eligible for Medi-Cal benefits? ☐ Yes ☐ No Client referred to Medi-Cal? ☐ Yes ☐ No

Date of Referral: _____ **Is this a Court-ordered Placement?** ☐ Yes ☐ No

Does Client have Medicare? ☐ Yes ☐ No

If yes, please check all that apply ____Part A ____Part B ____Part D

What is the Client's Medicare Number (*HIC Number*)? _____

Signed Assignment of Benefits? ☐ Yes ☐ No **Please attach copy of Medicare card**

Responsible Party's Information (Guarantor):

Name: _____ **Phone:** _____

Relationship to Client: _____ ☐ **Self**

Address: _____ **City:** _____

State: _____ **Zip Code:** _____

☐ **Refused to provide Financial Information and will be charged full cost of service.**

3rd Party Health Insurance Information

Health Plan or Insurance Company (Not employer)

Company Name: _____ **Policy Number:** _____

Street Address: _____ **Group Number:** _____

City: _____ **Name of Insured Person:** _____

State: _____ **Zip:** _____ **Relationship to Client:** _____

Insurance Co. phone number: _____ **SSN of Insured Person (if other than client):** _____

Please attach copy of insurance card *(front & back)* **Signed Assignment of Benefits?** ☐ Yes ☐ No

Does the client have Healthy Kids Insurance? ☐ Yes ☐ No If Yes, please attach copy of insurance card *(front & back)*

Does the client has HealthWorx Insurance? ☐ Yes ☐ No If Yes, please attach copy of insurance card *(front & back)*

Client Authorization

I affirm that the statements made herein are true and correct. I understand that I am responsible for paying the UMDAP liability amount or cost of treatment received by myself or by members of my household during each 1-year period. If the cost of service is more that the UMDAP liability amount, I will pay the lesser amount. It is my responsibility and I agree to provide verification of income, assets and expenses. If I do not authorize, I will be billed in full for services received. I authorize San Mateo County Mental Health to bill all applicable mental health services to Medi-Care and/or my insurance plan, including any services provided un 26.5. I authorize payment of healthcare benefits to San Mateo County Mental Health.

_____ _____

Signature of Client or Authorized Person Date

Client refused to sign Authorization: ☐ Please check, if applicable Date: _____ Reason_____

Name of Interviewer:_____ Phone Number: _____ Best time to contact_____

Fax completed copy to: MIS/Billing Unit (650) 573-2110

ATTACHMENT E

FINGERPRINTING CERTIFICATION

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

Ayudando Latinos A Soñar

Name of Contractor

DocuSigned by:
Belinda Hernandez-Arriaga
65FECBC17F5F467...

Signature of Authorized Official

Belinda Hernandez-Arriaga

Name (please print)

Executive Director

Title (please print)

05/21/2026

Date

Revised 10/5/2017 S.Reed

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, b, or c)

- ☐ a. Has no employees
- ☐ b. Employs fewer than 15 persons
- ☒ c. 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:	Belinda Hernandez-Arriaga
Name of Contractor(s):	Ayudando Latinos A Soñar
Street Address or P.O. Box:	961
City, State, Zip Code:	el granada

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

Signature:	DocuSigned by: Belinda Hernandez-Arriaga 65FECBC17F5F467...
Title of Authorized Official:	Executive Director
Date:	05/21/2026

*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."