

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

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ ,  
20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County,"  
and ONE EAST PALO ALTO, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of community outreach and engagement services.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:**

**1. Exhibits and Attachments**

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Exhibit C—Contractor Budget for Multi-Cultural Center Services

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

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

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

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed ONE HUNDRED FORTY-SIX THOUSAND FIVE HUNDRED SIXTY DOLLARS (\$146,560).

#### **4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2012 through June 30, 2013.

This Agreement may be terminated by Contractor, the Chief of the Health System or the Chief's designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. 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 portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

#### **5. Availability of Funds**

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

#### **6. 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 the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

#### **7. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (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 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, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this 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 herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**8. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion thereof 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 the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

**9. Insurance**

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.
  
- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

- (a) Comprehensive General Liability . . . . . \$1,000,000

- (b) Motor Vehicle Liability Insurance . . . . . \$1,000,000
- (c) Professional Liability . . . . . \$0

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 the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees 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, the County of San Mateo 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 pursuant to this Agreement.

**10. Compliance with laws; payment of Permits/Licenses**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment “H,” and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment “I,” which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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

**11. Non-Discrimination and Other Requirements**

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual 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 this Agreement.

- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *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 of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
  - i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - iii) liquidated damages of \$2,500 per violation;
  - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations 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 the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

**12. Compliance with Contractor Employee Jury Service Ordinance**

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its

employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

**13. Retention of Records, Right to Monitor and Audit**

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, 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, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

**14. Merger Clause**

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto 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 this body of the 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 this 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 shall be in writing and signed by the parties.

**15. Controlling Law and Venue**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. 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.

**16. Notices**

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

In the case of County, to:  
San Mateo County  
Behavioral Health and Recovery Services  
225 37<sup>th</sup> Avenue  
San Mateo, CA 94403

In the case of Contractor, to:  
One East Palo Alto  
1798 B Bay Road  
East Palo Alto, CA 94303

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

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

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

ATTEST:

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

ONE EAST PALO ALTO

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

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

EXHIBIT A – SERVICES  
ONE EAST PALO ALTO  
FY 2012 – 2013

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

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

In addition to the services required by license, Contractor shall provide under the general supervision of the department, services described below in a manner consistent with the terms and provisions of this Agreement.

A. Community Outreach and Engagement Program

Contractor shall provide outreach and linkage services that support beneficiaries to gain access to Medi-Cal and other public behavioral health, health and other services that improve their wellbeing and health outcomes. Activities will include but not limited to a) outreach (informing Medi-Cal eligibles or potential Medi-Cal eligibles about Medi-Cal services, including Short-Doyle Medi-Cal services; assisting at-risk Medi-Cal or potential Medi-Cal eligibles to understand the need for mental health services covered by Medi-Cal; actively encouraging reluctant and difficult Medi-Cal eligibles or potential Medi-Cal eligibles to accept needed mental health and health services; training related to Medi-Cal outreach; informing outreach populations about the need for and availability of Medi-Cal and non-MediCal mental health services; telephone, walk-in or drop-in services for referring persons to Medi-Cal and non-MediCal health programs; training related to Medi-Cal and non-Medi-Cal health programs outreach) and case management for non-open cases (gathering information about an individual’s health and mental health needs; assisting individuals to access Medi-Cal covered physical health and mental health services by providing referrals, follow-up and arranging transportation for healthcare).

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

1. Introduction



- a. Contractor shall provide community outreach and engagement services (“Outreach Program”) in order to increase access and improve linkage to behavioral health services for underserved residents of the East Palo Alto (EPA) region. These services shall be provided by the East Palo Alto Partnership for Mental Health Outreach (“EPAPMHO”), a partnership of One East Palo Alto (“OEPA”), El Concilio of San Mateo County (“ECSMC”), Live in Peace (LIP), and Free At Last (“FAL”). EPAPMHO operations shall be guided by and subject to a Memorandum of Understanding between all partnership members.
- b. All EPAPMHO partner services provided through this Agreement shall be provided in compliance with the Health Insurance Portability and Accountability Act (HIPAA).
- c. OEPA shall provide fiscal and management oversight of the Outreach Program. OEPA shall subcontract with other EPAPMHO partners for the provision of services as described herein.
- d. All activities shall be provided in compliance with MediCal Administrative Claiming requirements and conform to the Medi-Cal Administrative claiming codes.
- e. The objective of these services is to identify and engage individuals who are currently underserved and need behavioral health services. Outreach services shall target primarily Latino, African American and Pacific Islander, including LGBTQ populations of all ages to identify individuals who are currently under-served and who require a range of behavioral health services. Outreach services shall be provided with cultural and linguistic competency appropriate for these named populations.
- f. The Outreach Program is the result of a series of outreach and planning discussions that occurred to identify the issues and barriers that prevent community member in the East Palo Alto (“EPA”) region from obtaining behavioral health treatment and to make recommendations to address such issues and barriers.

## 2. Outreach Program

a. Staffing

i. ECSMC partners will provide the following staff for the Outreach Program:

- 1) OEPA staff
- 2) Executive Director
- 3) Community Organizer (2)

ii. ECSMC staff

- 1) Associate Agency Director, supervisor of agency team
- 2) MIS/Technology Coordinator
- 3) Program Manager of Emergency Services Partnership
- 4) Caseworkers (2)

iii. LIP staff

President and Director of Aftercare

iv. FAL staff

- 1) Executive Director
- 2) Chief Executive Officer
- 3) Outreach workers (6)

v. Pacific Tonga Ma'a Tonga staff

Outreach Coordinator

ii. Additional subcontractors may provide services under this contract with the approval of Director of BHRS or designee.

3. Outreach Services

a. ECSMC shall:

- i. Incorporate behavioral health information and education into existing Core services, and education and health promotion programs.
- ii. Collaborate with Nuestra Casa to outreach and provide behavioral health information to Latino ESL and parent participants.
- iii. Provide behavioral health information and education services to one hundred (100) unduplicated ECSMC clients.

- iv. Refer fifty (50) unduplicated ECSMC clients to BHRS through collaboration with Nuestra Casa.
  - b. LIP shall:
    - i. Incorporate behavioral health information and education into current Aftercare/Navigating services.
    - ii. Identify Aftercare/Navigating clients in need of behavioral health referral through Probation referrals and contacts with LIP clients at Youth Campus.
    - iii. Refer forty (40) unduplicated clients to BHRS.
    - iv. Provide behavioral health information and education services to fifty (50) unduplicated clients.
  - c. FAL shall:
    - i. Assess clients need for behavioral health referral in all client settings.
    - ii. Refer forty (40) unduplicated FAL clients to BHRS.
    - iii. Provide behavioral health information and education services to eighty (80) unduplicated FAL clients.
  - d. Pacific Tonga Ma'a Tonga shall:
    - i. Use cultural specific methods to outreach to Pacific Islander Social, Athletic and Kava Clubs as well as to the Senior Community;
    - ii. Provide behavioral health education services to one hundred (100) unduplicated Pacific Islander clients.
    - iii. Refer forty (40) unduplicated Pacific Islander clients to BHRS.
  - e. OEPA shall conduct community canvassing and other publicity activities in conjunction with other community events to publicize outreach efforts.
  - f. Additional subcontractors may provide services under this contract with the written approval of the BHRS Director or designee.
4. Outreach Worker Duties – all partners

The Outreach Worker shall engage in outreach activities such as informing Medi-Cal eligibles or potential Medi-Cal eligibles about Medi-Cal services, including Short-Doyle Medi-Cal services; assisting at-risk Medi-Cal or potential Medi-Cal eligibles to understand the need for mental health services covered by Medi-Cal; actively encouraging reluctant and difficult Medi-Cal eligibles or potential Medi-Cal eligibles to accept needed mental health and health services; training related to Medi-Cal outreach; informing outreach populations about the need for and availability of Medi-Cal and non-Medi-Cal mental health services; telephone, walk-in or drop-in services for referring persons to Medi-Cal and non-Medi-Cal health programs; training related to Medi-Cal and non-Medi-Cal health programs outreach) and Case Management for non-open cases (gathering information about an individual's health and mental health needs; assisting individuals to access Medi-Cal covered physical health and mental health services by providing referrals, follow-up and arranging transportation for healthcare.

Outreach worker's responsibilities include, but are not limited to the following:

- a. Refer and assist potential clients who are eligible through Medi-Cal, ACE, etc. to receive linkages and services through the County.
- b. Give culturally and linguistically responsive presentations and distribute information about how to access services;
- c. Personally assist potential clients in taking steps to connect with behavioral health services through referral and warm handoff to BHRS staff;
- d. Be a member of East Palo Alto clinic "team" and participate in the ongoing change process to make services more accessible; and
- e. As requested by County, attend weekly East Palo Alto BHRS clinic staff meetings and participate with staff in outreach activities and in mental health trainings. As requested by County, all Outreach Workers participating in such clinic staff meetings shall sign and comply with an Oath of Confidentiality, as provided by County.

- f. As requested by County, attend monthly BHRS Cultural Competence Committee meetings and participate with staff in discussions of embedding cultural competence in all service provisions and build linkages with clients between outreach efforts and services.

5. Staff Training

EPAPMHO partners shall assure that staff receives behavioral health training in addition to MediCal Administrative claims coding.

- a. EPAPMHO partners outreach workers shall participate in identified training provided and/or sponsored by County BHRS related to outreach services provided through this agreement. Training topics may include orientation to BHRS and confidentiality and HIPAA compliance, MediCal Administration requirements, eligibility, case management, referral and MediCal outreach. In addition, trainings shall be scheduled at such times that are mutually agreeable to EPAPMHO partners and County.
- b. Contractor shall coordinate training logistics for two (2) trainings with EPAMHO partners. Coordination shall include:
  - i. Finding training location(s);
  - ii. Sending training reminders to participants;
  - iii. Providing refreshments for training participants;
  - iv. Summarizing training evaluations;
  - v. Other logistical tasks as needed.

B. Translation Services

During the performance of EPAMHAG services (as described in Paragraph I) or Community Outreach and Engagement Services (as described in Paragraph II) provided through this Agreement, Contractor shall provide translation/interpretation services to the residents of East Palo Alto as needed.

II. ADMINISTRATIVE REQUIREMENTS

A. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Health Equity Initiatives Manager (HEIM) at 650-573-2714 or [jafrica@smcgov.org](mailto:jafrica@smcgov.org)

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families and the workforce. This plan will be submitted to the BHRS Program Manager and the Health Equity Initiatives Manager (HEIM) by September of the fiscal year. The annual cultural competence plan will include, but is not limited to the following:
  - a. Implementation of policies and practices that are related to promoting diversity and cultural competence.
  - b. Contractor forum for discussing relevant and appropriate cultural competence-related issues. (such as a cultural competence committee)
  - c. Collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation.
  - 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 with clients in a culturally and linguistically appropriate manner.)
  - e. Staff training plan related to cultural competency. Contractor will ensure that all program staff receives 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.
  
2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council for the term of the Agreement. Contractor shall submit to BHRS ODE by March 31<sup>st</sup>, a list of staff who have participated in these efforts. For more information about the Cultural Competence Council (CCC), and other cultural competence efforts within BHRS, contact HEIM.

3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If contractor is unable to provide services in those languages, the contractor is expected to contact Access Call Center or their BHRS Program Manager for consultation. If additional language resources are needed, please contact HEIM.
4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to HEIM by March 31<sup>st</sup>, copies of Contractor's health-related materials in English and as translated.
5. Technical Assistance

Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the Program Manager and HEIM ([jafrica@smcgov.org](mailto:jafrica@smcgov.org)) to plan for appropriate technical assistance.

### III. REPORTING / GOALS AND OBJECTIVES

#### A. Community Outreach and Engagement Program Services

##### 1. Reporting

Contractor shall provide the County with complete outreach forms monthly for scanning into BHRS database. Contractor shall provide monthly electronic file containing the following:

- a. count and type of outreach contacts
- b. ethnicity gender, language and sexual orientation of people contacted
- c. language of people contacted
- d. location of outreach activities
- e. number of and types of referrals within BHRS system of care

2. Referral Process

Contractor shall make referrals in accordance with referral procedures as developed in conjunction by County and Contractor.

3. Performance Objectives

a. Contractor shall provide behavioral health information and education services to three hundred thirty (330) unduplicated clients.

Data collected by Contractor and provided to BHRS

b. Contractor shall refer one hundred seventy (170) unduplicated clients to BHRS.

Data collected by Contractor and provided to BHRS

Outreach And Engagement Data				
	ESCM	PMT	FAL	LIP
Outreach	100	100	80	50
Referrals	50	40	40	40

c. Contractor will provide a list of trainings attended by outreach workers as requested by County.



EXHIBIT B – PAYMENTS AND RATES  
ONE EAST PALO ALTO  
FY 2012 – 2013

In consideration of the services provided by Contractor in Exhibit “A”, County shall pay Contractor based on the following fee schedule:

I. PAYMENTS

For services provided as described in Paragraph I.A. of Exhibit A, Contractor shall be paid as described following.

A. Community Outreach and Engagement Program

1. The total amount due to Contractor for personnel and operating costs shall not exceed ONE HUNDRED FORTY-FOUR THOUSAND FIVE HUNDRED SIXTY DOLLARS (\$144,560).
  - a. For the period of July 1, 2012 through October 31, 2012 County shall pay Contractor a maximum of FORTY-EIGHT THOUSAND ONE HUNDRED EIGHTY-FOUR DOLLARS (\$48,184).
  - b. For the period of November 1, 2012 through June 30, 2013 County shall pay Contractor a maximum of NINETY-SIX THOUSAND THREE HUNDRED SEVENTY-SIX DOLLARS (\$96,376).
  - c. Personnel and operating costs shall be apportioned to the following activities:
    - i. Medi-Cal Outreach – Not Discounted: Contractor shall be paid SIX THOUSAND TWENTY-THREE DOLLARS (\$6,023) per month, not to exceed SEVENTY-TWO THOUSAND TWO HUNDRED EIGHTY DOLLARS (\$72,280).
    - ii. Medi-Call Outreach – Discounted: Contractor shall be paid THREE THOUSAND ELEVEN DOLLARS (\$3,011) per month, not to exceed THIRTY-SIX THOUSAND ONE HUNDRED FORTY DOLLARS (\$36,140).

iii. Case Management of Non-Open Cases – Discounted: Contractor shall be paid THREE THOUSAND ELEVEN DOLLARS (\$3,011) per month, not to exceed THIRTY-SIX THOUSAND ONE HUNDRED FORTY DOLLARS (\$36,140).

B. Contractor will be paid up to ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500) for training coordination of EPAMHO partners, as described in Paragraph I.A.5. of Exhibit A of this Agreement. It is expected that trainings will be provided quarterly. Payment shall be made following receipt of invoice.

C. Translation Services

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

D. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed ONE HUNDRED FORTY-SIX THOUSAND FIVE HUNDRED SIXTY DOLLARS (\$146,560).

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

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

G. Monthly Invoicing

Payment by County to Contractor shall be monthly. Contractor shall bill County on or before the tenth (10<sup>th</sup>) working day of each month. Payment for Community Outreach and Engagement Program services shall be made for services provided in the prior month. The invoice shall include a summary of services and charges for the month of service.

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

- I. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.
- J. 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, and this Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- K. In the event this Agreement is terminated prior to June 30, 2013, the Contractor shall be paid for services already provided pursuant to this Agreement.
- L. Invoice Certification and Program Integrity

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

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

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

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

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

Agency \_\_\_\_\_"

- M. Contractor shall submit an annual report of expenditures that details all the expenses, indicating the total funds received from the County and the amount unspent. This will be submitted thirty (30) days following the end of the fiscal year.
- N. Unspent Funds

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

1. At or before the time of the submission of the annual report of expenditures, Contractor may request to rollover some or all of any unspent funds. The request must be made in writing to the Director of BHRS or designee. The request shall identify specifically how the rollover funds will be spent, including a detailed budget. These rollover funds shall not be spent until Contractor receives a written approval of the request. Approved rollover funds shall be spent only for the succeeding fiscal year and only for the specific purpose(s) requested and approved.
2. When the rollover funds are exhausted, Contractor shall submit an expenditure report that details all the expenses. This report shall be submitted thirty (30) days after the month that funds were fully spent, or thirty (30) days after the end of the fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County in the form of a check payable to Behavioral Health and Recovery Services.

**Exhibit C. Budget for One East Palo Alto's (OEPA)  
 East Palo Alto Mental Health Partnership  
 Community Outreach and Engagement Program**

	Total
<b>Personnel and Operating Costs</b>	
<b>Operating Costs</b>	
One East Palo Alto	\$ 22,699.36
<b>Subtotal One East Palo Alto Components</b>	<b>\$ 22,699.36</b>
<b>Outreach and Referral Services</b>	
El Concilio of San Mateo County	\$ 30,965.16
Free At Last	\$ 30,965.16
Live In Peace	\$ 30,965.16
Pacific Tonga Ma'a Tonga, USA	\$ 30,965.16
<b>Subtotal Operating Costs &amp; Outreach and Referral Services</b>	<b>\$ 123,860.64</b>
<b>TOTAL EXPENSES</b>	<b>\$ 146,560.00</b>

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

Definitions

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

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

## Obligations and Activities of Contractor

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

- k. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of County.
- l. Contractor shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- m. Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- n. Contractor shall report to County any Security Incident within 5 business days of becoming aware of such incident.
- o. Contractor shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at County's request, to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.

#### Permitted Uses and Disclosures by Contractor

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

#### Obligations of County

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



### Permissible Requests by County

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

### Duties Upon Termination of Agreement

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

### Miscellaneous

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

ATTACHMENT I

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

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

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

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

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

Faye McNair-Knox  
Name of 504 Person - Type or Print

One East Palo Alto  
Name of Contractor(s) - Type or Print

1798-B Bay Road  
Street Address or P.O. Box

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
Date

\*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."

**County of San Mateo  
Contractor's Declaration Form**

**I. CONTRACTOR INFORMATION**

Contractor Name:	One East Palo Alto	Phone:	650.330.7462
Contact Person:	Faye McNair-Knox	Fax:	650-644-0550
Address:	1798 – B Bay Road East Palo Alto, CA 94303	Number of employees:	

**II. EQUAL BENEFITS** (check one or more boxes)

*Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.*

- Contractor complies with the County's Equal Benefits Ordinance by:
  - offering equal benefits to employees with spouses and employees with domestic partners.
  - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
  - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to offer equal benefits when said agreement expires.

**III. NON-DISCRIMINATION** (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

**IV. EMPLOYEE JURY SERVICE** (check one or more boxes)

*Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.*

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
  - the contract is for \$100,000 or less.
  - Contractor is a party to a collective bargaining agreement that began on \_\_\_\_\_ (date) and expires on \_\_\_\_\_ (date), and intends to comply when the collective bargaining agreement expires.
  - Contractor has no employees.
  - Contractor has no employees who live in San Mateo County.

**I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title