

**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 multi-cultural center services, outreach and engagement services and mental health first aid.

**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

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 THREE HUNDRED SIXTEEN THOUSAND SEVEN HUNDRED NINE DOLLARS (\$316,709).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2013 through June 30, 2014.

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	\$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 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 37th 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: 8/28/13

Long Form Agreement/Business Associate v 8/19/08

EXHIBIT A – SERVICES
ONE EAST PALO ALTO
FY 2013 – 2014

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

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

I. MULTI-CULTURAL CENTER SERVICES

A. Multi-Cultural Center Operations

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

- a. MCC Personnel

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

- b. Staff Training

MCC staff will participate in training offered and by BHRS staff in the following areas:

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

2. Advisory Committee

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

Contractor will provide monthly written progress reports about the activities of the Advisory Committee.

Contractor will designate a representative to attend the monthly East Palo Alto Behavioral Health Advisory Group (EPABHAG) meetings and act as a liaison to the group.

3. Services

a. Multicultural Environment

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

b. Multicultural Events

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

c. MCC Program Services

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

- i. monthly culturally responsive peer support groups;
- ii. ongoing information and referral to social and community services;
- iii. wellness recovery action planning groups that will include five (5) to seven (7) participants per group, for a ten (10) week series, providing two (2) to three (3) series annually.
- iv. twelve (12) hours of Mental Health First Aid training in Spanish
- v. ongoing informational and educational sessions about non-traditional approaches to mental health (i.e. acupuncture, meditation, mindfulness practices)
- vi. folk medicine and cultural healing

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

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

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

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

d. Admission and Discharge Process

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

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

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

- iv. Race and/or ethnicity
- v. Preferred language(s) spoken

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

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

e. Projected Capacity and Length of Membership

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

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

4. Service Delivery Tracking and Reporting

- a. MCC members and their family members will sign in and out for each visit. The sign in/out sheet will include name, time in and time out. Contractor shall collect member attendance data for all scheduled MCC activities.
- b. Contractor will be required to collect and track service delivery and utilization data. **Contractor will be required to submit monthly reports to the Director of Consumer and Family Affairs not to exceed a maximum of sixty (60) pages.** The reports will summarize and describe the following:
 - i. number of unduplicated client (UDC) members served per month;
 - ii. number of UDC family members served per month;
 - iii. total MCC visits per month;

- iv. subject and duration of all groups offered per month;
- v. number of attendees at each group;
- vi. subject and duration of all events offered per month;
- vii. number of attendees at each event;
- viii. subject and duration of all workshops offered per month;
- ix. number of attendees at each workshop;
- x. copies of evaluation, evaluation summary of events and handouts of activities;
- xi. minutes and agenda of the Advisory Committee;
- xii. a year-end report of lessons learned on effective practices and strategies on working with diverse clients within the MCC.

II. OUTREACH AND ENGAGEMENT SERVICES

A. East Palo Alto Behavioral Health Advisory Group

1. Service Goals

Sustain and strengthen support of the East Palo Alto Behavioral Health Advisory Group (EPABHAG). The purpose of EPABHAG will be to increase community engagement in order to improve access to and delivery of mental health services. EPABHAG's mission statement is provided below.

The East Palo Alto Mental Health Advisory Group [renamed East Palo Alto Behavioral Health Advisory Group in August 2012] is committed to ensuring a healthier East Palo Alto community by bridging the mental health divide through advocacy, systems change, resident engagement and expansion of local resources leading to increased resident awareness of and access to culturally and linguistically competent professional services.

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

2. Services

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

- a. Community Outreach and Access (marketing and publicity, including translation). Conduct phone, email and in-person contacts with actual and prospective EPABHAG members/participants to encourage their attendance at and involvement in at least seven (7) EPABHAG regular monthly meetings, at least nine (9) joint EPABHAG/BHRS regular monthly meetings, at least two (2) special EPABHAG-led project and/or event planning sessions, and at least one (1) EPABHAG representation in County-wide BHRS and/or Mental Health Substance Abuse Recovery Commission functions.
- b. Identify, recruit, select and finalize EPABHAG membership. Conduct recruitment activities needed to increase EPABHAG members by at least new five (5) East Palo Alto residents and stakeholders annually.
- c. Define EPABHAG roles and establish work plan in collaboration with BHRS. Sustain and strengthen one (1) comprehensive workplan that specifies tasks to be completed during the contract year that address at least one (1) of the following work focus areas: follow up on the annual awareness night via meeting, workshop or event; bring mental health awareness to new venue such as schools; explore establishing a drop-in center for transition age youth (TAY); strengthening connections to faith community; creating a community input system using suggestion boxes placed in various locations; outreaching to and creating a place for disconnected individuals who don't want to be identified.
- d. Convene and coordinate EPABHAG meetings. Conduct meeting management and documentation tasks for at least seven (7) EPABHAG regular monthly meetings, at least nine (9) joint EPABHAG/BHRS regular monthly meetings, at least two (2) special EPABHAG-led project and/or event planning sessions, and at least one (1) EPABHAG representation in County-wide BHRS and/or Mental Health Substance Abuse Recovery Commission functions.

- i. Meeting management (planning / scheduling / agenda-setting, hospitality and materials preparation, including translation). Conduct meeting management tasks for at least seven (7) EPABHAG regular monthly meetings and at least nine (9) joint EPABHAG/BHRS regular monthly meetings with BHRS participants, as well as preparation for at least two (2) special EPABHAG-led project and/or event planning sessions and at least one (1) EPABHAG representations in County-wide BHRS and/or Mental Health Substance Abuse Recovery Commission functions.
 - ii. Pre-and post-meeting documentation and reporting activities. Create and reproduce agenda and notes for at least seven (7) EPABHAG regular monthly meetings and at least nine (9) joint EPABHAG/BHRS regular monthly meetings; create planning, workplan and progress update documents for at least two (2) special EPABHAG-led project and/or event planning sessions.
- f. Promote increased EPA resident participation in County-wide mental health functions and decision-making processes. Conduct at least one (1) letter campaign and one (1) email campaign with actual and prospective EPAMHAG members and partner organizations. Conduct recruitment activities needed to increase EPABHAG members by at least five (5) new EPA residents and stakeholders annually.
- g. Whenever financial resources are made available through contract funds, manage remuneration mechanism for Group participants. Create one (1) consumer and other stakeholder remuneration mechanism with specified purposes in consultation with San Mateo County BHRS; do consumer and other stakeholder remuneration request intake and processing as needed; distribute consumer and other stakeholder remuneration payments as appropriate.

3. Promote and facilitate EPA resident input into development of Mental Health Services Act (MHSA) funded services and other Mental Health program initiatives. Conduct phone, email and in-person contacts with at least ten (10) new actual and prospective EPABHAG members and other stakeholders to secure commitments to participate in a number of activities. Activities will include, but not be limited to:
 - a. Coordinate EPA resident feedback for smaller, culture-specific RFPs, as requested. Gather input from at least five (5) actual and prospective EPABHAG members and other stakeholders to inform BHRS smaller, culture-specific MHSA RFPs as requested.
 - b. Provide consultation regarding the operation of The Barbara A. Mouton Multicultural Wellness Center. Attend at least six (6) meetings of the advisory group for the East Palo Alto Multicultural Wellness Center; provide resident input to at least two Wellness Center discussions and decision-making processes or as requested.
4. Promote and facilitate increased community and agency participation involvement in the EPABHAG by inviting stakeholders to be partners and join monthly meetings.
5. Sustain and strengthen education materials for and conduct outreach to residents regarding mental health education and awareness. Create education materials for at least two (2) special EPABHAG-led projects and/or event planning sessions. Activities may include, but not be limited to the following:
 - a. Marketing. Create at least five thousand (5,000) flyers and ten (10) large signs for at least two (2) special EPABHAG-led projects and/or events.
 - b. Publicity. Conduct mass mailing and email campaigns for at least two (2) special EPABHAG-led projects and/or events.
 - c. Facilitation. Contract with consultants to facilitate discussion and/or training for at least two (2) special EPABHAG-led projects and/or events.

- d. Translation. Arrange multilingual translation of written materials and simultaneous translation of verbal presentations for at least two (2) special EPABHAG-led projects and/or events.
- e. Hospitality and facilities expenses. Make catering and facilities and equipment usage arrangements for at least two (2) special EPABHAG-led projects and/or events.

B. Community Outreach and Engagement Program

The Outreach Program is the result of historical and current series of outreach and planning discussions that occurred to identify the issues and barriers that prevent community members in the East Palo Alto ("EPA") region from obtaining behavioral health treatment, to make recommendations and steps to address such issues and barriers.

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

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

1. Outreach Program

- a. Contractor shall provide community outreach and engagement services ("Outreach Program"), increasing access and improving linkage to behavioral health services for underserved residents of the East Palo Alto (EPA) region. These services shall be provided by the East Palo Alto Partnership for Mental Health Outreach (EPAPMHO), namely: Free At Last, El Concilio of San Mateo, Live in Peace, Pacifica Ma'a Tonga and One East Palo Alto. EPAPMHO operations shall be guided by and subject to a Memorandum of Understanding between all partnership members.

EPAPMHO's target population shall be at-risk youth, transition aged youth (TAY) and adult individuals who are Latino, African American and Pacific Islander, including Lesbian, Gay, Bi-sexual, and Transgender (LGBT). Outreach services shall identify individuals from the above cultural groups who are currently un-served or underserved and who require a range of behavioral health services. Outreach services shall be provided with cultural and linguistic competency appropriate for these named populations.

- c. All activities shall be provided in compliance with Medi-Cal Administrative Claiming requirements and conform to the Medi-Cal Administrative claiming codes.
- d. Contractor shall provide fiscal and management oversight of the Outreach Program. OEPA shall subcontract with other EPAPMHO partners for the provision of these services.

2. Outreach Program Services Description

Current scope of work and services have been identified by EPAPMHO and BHRS based on ongoing conversation and dialogue about the ongoing needs of EPA residents.

- a. Increase equity and access by providing the following services:
 - i. Explore services that include providing appropriate emergency services and resources and as well linkages to appropriate community members.
 - ii. Continue short-term case conferencing and problem resolution to help engage those in need of behavioral health services
 - iii. Continue to develop accessible resources for family members in need of support including but not limited to behavioral health services

- iv. Continue to strengthen efforts for community linkage and advocacy to help those in need to receive behavioral health services
 - v. Explore and build new collaborations and partnerships with other service providers in EPA as appropriate including other BHRS contracted agencies
 - vi. Continue to provide educational linkages – Offer EPA residents numerous opportunities to learn about behavioral health services and resources. Services shall include, but not be limited to: educational forums to community members (such as Mental Health First Aid, Anti-Stigma forums, Parenting Classes)
 - vii. Explore ability to provide long-term case management to EPA residents in need of additional support (for example, housing, employment, etc.) while receiving behavioral health services
 - viii. Explore the establishment of a multi-site place for young people to go who are experiencing violence
 - ix. Continue to provide resources and services to engage homeless and transitional housing clients and those with co-occurring substance abuse and behavioral health issues.
- b. Create culturally competent, ethnically diverse community response teams by:
- i. Expanding local capacity to utilize local, bicultural and bilingual peers, family members, Community Based Organizations (CBO), and consumers as providers of services;
 - ii. Providing timely access to needed help including times of crisis;

- iii. Offer outreach services to engage at-risk youth, TAY and adults who are culturally un-served or underserved; particularly Latino, African American, Pacific Islander, LGBT, and their families in the East Palo Alto region.
- c. Outreach and Engagement Activities will include but not be limited to:
- i. outreach (informing Medi-Cal eligibles or potential Medi-Cal eligibles about Medi-Cal/Short-Doyle Medi-Cal services;
 - ii. assisting at-risk Medi-Cal or potential Medi-Cal eligibles to understand the need for mental health services covered by Medi-Cal;
 - iii. actively encouraging reluctant and difficult Medi-Cal eligibles or potential Medi-Cal eligible to accept needed mental health and health services;
 - iv. training related to Medi-Cal outreach; informing outreach populations about the need for and availability of Medi-Cal and non-MediCal mental health services;
 - v. telephone, walk-in or drop-in services for referring persons to Medi-Cal and non-MediCal health programs;
 - vi. training related to Medi-Cal and non-Medi-Cal health programs outreach) and case management for non-open cases (gathering information about an individual's health and mental health needs;
 - vii. assisting individuals to access Medi-Cal covered physical health and mental health services by providing referrals, follow-up and arranging transportation for healthcare).

- d. Referral Process – EPAPMHO will continue to work with other appropriate providers (such as EPACCC and Ravenswood Family Health Center, etc.) and agree on an effective referral process to ensure efficient services for those in need of services. In addition, EPAPMHO partners will maintain an ongoing communication with EPACCC for clinic referrals.

- e. Outreach Workers

The Outreach Workers should be representative of the target populations. Staff must be bilingual and/or bicultural, as well as respected and trusted by the community. Outreach worker's responsibilities include, but are not limited to the following:

Staff shall have the following:

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

Outreach Staff are expected to:

- i. Participate in monthly meetings or check-ins with the EPA Community Counseling center staff,
 - ii. Attend trainings sponsored by BHRS and other partner agencies, staff, and participate in outreach activities,
 - iii. Increase familiarity with behavioral health resources and develop community-based resources,
 - iv. Provide presentations on behavioral health related issues specifically to African American, Latino and Pacific Islanders including the LGBT community,
 - v. Personally assist potential clients in taking steps to connect with behavioral health services
 - vi. Be a member of East Palo Alto Clinic "team" and regularly attend monthly meetings,
 - vii. Participate in ongoing change process to make services more accessible,
 - viii. Participate with EPACCC staff in outreach activities and behavioral health trainings (i.e. Wellness and Recovery, Cultural Competence).
- f. Staffing Structure
- i. OEPA will provide the following staff for the Outreach Program:
 - 1) OEPA staff
 - 2) Executive Director
 - 3) Community Organizers (2)
 - ii. ECSMC will provide the following staff for the Outreach Program:
 - 1) Associate Agency Director, supervisor of agency team
 - 2) Program Manager of Emergency Services Partnership
 - 3) Caseworkers (2)

- iii. LIP will provide the following staff for the Outreach Program:
 - 1) Executive Director
 - 2) Outreach Staff (2)
 - iv. FAL will provide the following staff for the Outreach Program:
 - 1) Chief Operating Officer
 - 2) Outreach Workers (6)
 - v. Pacific Tonga Ma'a Tonga will provide the following staff for the Outreach Program:
 - 1) Outreach Coordinator
 - g. Additional subcontractors may provide services under this contract with the approval of Director of BHRS or designee.
- 3. Outreach Services – Outreach services will focus on at risk youth, TAY, and adult individuals from African American, Latino and Pacific Islander communities, including those from the LGBT community.
 - a. ECSMC shall:
 - i. Expand existing social service information, referrals and education to include access to behavioral health information and education.
 - ii. Leverage agency-led core emergency services operations to disseminate behavioral health information and education and identify and refer clients in need especially in East Palo Alto and Menlo Park
 - iii. Incorporate linguistically and culturally appropriate behavioral health outreach and education strategies within delivery of services

- iv. Collaborate with local networks to extend outreach and behavioral health information and education, and to involve participants
- v. Deliver services at Ravenswood Family Health/Community Resource Center (17988-B Bay Road, EPA), Monday to Friday. Evenings and weekends would be based on community events. Services provided are year round.
- vi. Provide behavioral health information and education services to one hundred twenty (120) unduplicated ECSMC clients.
- vii. Refer thirty-seven (37) unduplicated ECSMC clients to either EPACCC or any BHRS System of Care (BHRS SOC) provider. (BHRS SOC means any provider that BHRS contracts with. For example, Free At Last, Ravenswood Family Health Services, etc.)

b. LIP shall:

- i. Continue to incorporate behavioral health information and education into current agency's 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. Identify twenty-five (25) hard to engage and at-risk youth, TAY and families and refer them to either EPACCC or any BHRS SOC provider (for example, Ravenswood Family Health Services, Unity Care, etc.)
- iv. Provide behavioral health information and education services to eighty-four (84) unduplicated clients.

c. FAL shall:

- i. Identify and assess clients need for behavioral health referral in all client settings.
 - ii. Refer thirty-seven (37) unduplicated TAY and adult FAL clients to either EPACCC or any BHRS SOC (for example ECSMC and Ravenswood, etc.) provider.
 - iii. Provide behavioral health information and education services to one hundred thirty-two (132) TAY and adult unduplicated FAL clients.
- d. Pacific Tonga Ma'a Tonga shall:
- i. Use cultural specific methods to outreach to adults and families of Pacific Islander Social, Athletic and Kava Clubs as well as to the Senior Community;
 - ii. Provide behavioral health education services to eighty-four (84) unduplicated Pacific Islander clients.
 - iii. Refer thirty-six (36) unduplicated Pacific Islander clients to either EPACCC or any BHRS SOC provider (for example, FAL or Ravenswood Family Health Center, etc.)
- e. Additional subcontractors may provide services under this contract with the written approval of the BHRS Director or designee.

4. Staff Training

EPAPMHO partners shall assure that staff receives behavioral health training in addition to a mandatory two (2) hour MediCal Administrative (MAA) claims coding in the beginning of the fiscal year.

- a. EPAPMHO partners outreach workers shall participate in a total of ten (10) hours of training related to outreach services provided through this agreement. EPAPMHO partners are encouraged to attend County/BHRS sponsored training offered annually but may also be from identified topic experts not part of BHRS. Training from non-County experts are encouraged for EPAPMHO partners.
- b. Training topics should include one or more of the following topics:
 - i. Confidentiality and HIPAA compliance
 - ii. Wellness and Recovery
 - iv. Cultural Competence and Cultural Humility
 - iii. Working effectively with different communities such as LGBT, African Americans, Latinos, Pacific Islanders, etc. on issues related to behavioral health.
- c. In addition to the training requirement described above, contractor shall coordinate training logistics for two (2) trainings with EPAMHO partners. Coordination shall include:
 - i. Finding and coordinating with an appropriate topic experts;
 - ii. Finding training location(s);
 - iii. Sending training reminders to participants;
 - iv. Providing refreshments for training participants;
 - v. Summarizing training evaluations and submitting them with the monthly report;
 - vi. Other logistical tasks as needed.

C. Mental Health First Aid

Mental Health First Aid is a public education program that equips the public to help persons with mental illnesses and substance abuse disorders connect to care. Mental Health First Aid is a highly interactive 12-hour program offered to small groups and teaches the following:

1. The prevalence of mental illnesses in the United States and their emotional and economic cost.
2. The potential warning signs and risk factors for depression, anxiety disorders, trauma, psychotic disorders, eating disorders, and substance abuse.
3. A 5-step action plan to help an individual in crisis, connect to professional care.
4. Resources available to help someone with a mental health problem.

EPAPMHO will sponsor at least two (2) Mental Health First Aid trainings in East Palo Alto; one (1) in English, and one (1) in Tongan and/or Samoan, utilizing the 12-hour curriculum format with at least twenty (20) unduplicated participants for each class.

MHFA trainings should be also offered to members of the EPAPMHO and open to any interested stakeholder in EPA.

III.. TRANSLATION SERVICES

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

IV. REPORTING/GOALS AND OBJECTIVES

A. Multi-Cultural Center Services

1. MCC Reporting

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

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

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

2. Performance Objective

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

Data to be collected by Contractor and provided to BHRS

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

Data shall be collected by County with assistance from Contractor.

B. Community Outreach and Engagement Program Services Deliverables

1. Reporting – Outreach Forms

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

In addition, the contractor will list:

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

2. Reporting – Referral List

In addition to the outreach forms, contractor shall provide monthly list of referrals that contains the following: (Contractor will specify how many are unduplicated as well as whether these activities are under the EPAPMHO or EPABHAG category).

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

3. Additional Reporting

- a. list of educational presentations by outreach staff to including dates, topics, attendance sheets and handout copies
- b. appropriate documentation on Mental Health First Aid classes including attendance list, pre and post tests, and evaluation
- c. list of EPAPMHO outreach staff attendance to EPACCC meetings including dates
- d. list of staff training attended by EPAPMHO including dates as well as a copy of the presentation handouts
- e. Year-end report of lessons learned on effective practices and strategies on working with diverse clients especially highlighting both success and barriers each partners experience when doing outreach

4. Monthly Contract Monitoring Check-ins

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

5. Performance Objectives

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

Outreach And Engagement Data				
PARTNERS	ESCM	PMT	FAL	LIP
Unduplicated Outreach	120 (10/month)	84 (7/month)	132 (11/month)	84 (7/month)
Unduplicated Referrals to EPACCC or BHRS SOC	37 (3/month)	36 (3/month)	37 (3/month)	25 (2/month)

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

C. Mental Health First Aid

1. Goal: Two (2) classes, one (1) in English or one (1) in Pacific Islander (Samoan or Tongan) with at least twenty (20) new (i.e. they have not taken an Mental Health First Aid (MHFA) class at all) participants will participate and complete the MHFA.

2. Reporting

Contractor will provide to BHRS complete and accurate documentation from the MHFA class including but not limited to:

- a. completed applications;
- b. attendance sheets,
- c. pre and post tests and evaluation and evaluation summary for each series

V. ADMINISTRATIVE REQUIREMENTS

A. Record Retention

Paragraph 13 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 seven (7) years, except that the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until one (1) year beyond the person's eighteenth (18th) birthday or b) for a period of seven (7) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards (Contractor is allowed to maintain records for a longer period of time if required by other regulations or licenses).

B. Administering Satisfaction Surveys

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

C. 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.

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 in a culturally and linguistically appropriate manner.)
 - e) Staff training plan related to cultural competency. 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.

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 31st, 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 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 Program Manager and HEIM (jafrica@smcgov.org) to plan for appropriate technical assistance.

D. Ineligible Employees

BHRS requires that contractors identify the eligibility status of employees, interns or volunteers prior to hiring and on an annual 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 using the following websites:

1. Office of Inspector General

Contractor may not employ any persons deemed an Ineligible Person by the Office of the Inspector General in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who (1) is currently excluded, suspended, debarred or otherwise ineligible to participate in Federal health care programs, or (2) has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the Federal health care programs after a period of exclusion, suspension, debarment or ineligibility. Ineligibility may be verified by checking: www.Exclusions.OIG.HHS.Gov.

2. California Department of Healthcare Services

Contractors providing state funded health services may not employ any persons deemed an Ineligible Person by the California Department of Health Care Services (DHCS) in the provision of services for the County through this agreement. Any employee(s) of contractor determined to be an Ineligible Person will be removed from responsibility for, or involvement with County clients or operations. An "Ineligible Person" is an individual who has been (1) convicted of a crime involving fraud or abuse of the Medi-Cal program, or (2) suspended from the federal Medicare program for any reason. Ineligibility may be verified by checking: <http://files.medi-cal.ca.gov/pubsdoco/publications/bulletins/part1/part1bull1.asp>.

E. Advance Directives

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

F. 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 Section 10. Compliance with laws; payment of Permits/Licenses.

G. Availability and Accessibility of Service

Contractor shall offer hours of operation that are no less than the hours of operation offered to commercial enrollees, if the Contractor also serves enrollees of a commercial plan, or that are comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the County or another Mental Health Plan, if the Contractor serves only Medi-Cal clients.

H. Compliance Plan and Code of Conduct

Contractor shall read and be knowledgeable of the compliance principles contained in the BHRS Compliance Plan and Code of Conduct. In addition, Contractor shall assure that Contractor's workforce is aware of compliance mandates, and are informed of the existence and how to use the Compliance Improvement Hotline Telephone Number (650) 573-2695.

I. Fingerprint Compliance

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

J. 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.

END OF EXHIBIT A

EXHIBIT B – PAYMENTS AND RATES
ONE EAST PALO ALTO
FY 2013 – 2014

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

I. PAYMENTS

In full consideration of the services provided by Contractor under this Agreement and subject to the provisions of Paragraph 3 of this Agreement, County shall pay Contractor in the manner described below:

A. Total Maximum Obligation

1. 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.
2. In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed THREE HUNDRED SIXTEEN THOUSAND SEVEN HUNDRED NINE DOLLARS (\$316,709).

II. MULTI-CULTURAL CENTER SERVICES

The maximum amount County shall be obligated to pay for Multi-Cultural Center services rendered under this Agreement shall not exceed ONE HUNDRED FIFTY-ONE THOUSAND FOUR HUNDRED SEVENTY-NINE DOLLARS (\$151,479).

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

A. Personnel and Operating Costs

Contractor shall receive a maximum of ONE HUNDRED FIFTY-ONE THOUSAND FOUR HUNDRED SEVENTY-NINE DOLLARS (\$151,479) for Multi-Cultural Center (MCC) Services, for the term July 1, 2013 through June 30, 2014. This amount shall include the following maximums:

1. Contractor shall be paid up to TWELVE THOUSAND SIX HUNDRED TWENTY-FOUR DOLLARS (\$12,624) monthly for the term July 1, 2013 through March 31, 2014, not to exceed ONE HUNDRED THIRTEEN THOUSAND SIX HUNDRED SIXTEEN DOLLARS (\$113,616).
2. Contractor shall be paid up to TWELVE THOUSAND SIX HUNDRED TWENTY-ONE DOLLARS (\$12,621) monthly for the term April 1, 2014 through June 30, 2014, not to exceed THIRTY-SEVEN THOUSAND EIGHT HUNDRED SIXTY-THREE DOLLARS (\$37,863).

III. OUTREACH AND ENGAGEMENT SERVICES

The maximum amount county shall be obligated to pay for Outreach and Engagement services rendered under this contract shall not exceed ONE HUNDRED SIXTY-FOUR THOUSAND SEVEN HUDNRED THIRTY DOLLARS (\$164,730).

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

A. East Palo Alto Mental Health Community Advisory Group

1. Contractor shall receive a maximum of TWENTY-FIVE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$25,750) for the term of the Agreement.
 - a. Contractor shall be compensated at a rate of ONE HUNDRED FIFTY DOLLARS (\$150) per hour for services provided by Contractor's Executive Director. Any and all costs related to services provided through Exhibit B Paragraph I. shall be included in these hourly rates. BHRS may provide additional separate funding for participants in the Group.

B. Community Outreach and Engagement Program

1. The maximum amount due to Contractor for personnel and operating costs shall not exceed ONE HUNDRED THIRTY-FOUR THOUSAND FIVE HUNDRED SIXTY DOLLARS (\$134,560).

- a. For the term July 1, 2013 through October 31, 2013, County shall pay Contractor a maximum of FORTY-FOUR THOUSAND EIGHT HUNDRED FIFTY-SIX DOLLARS (\$44,856). Unless otherwise authorized by the Chief of the Health System or designee, the rate of monthly payment by the County to Contractor shall be one-twelfth of the maximum amount per month, or ELEVEN THOUSAND TWO HUNDRED FOURTEEN DOLLARS (\$11,214).
- b. For the term November 1, 2013 through June 30, 2014, County shall pay Contractor a maximum of EIGHTY-NINE THOUSAND SEVEN HUNDRED FOUR DOLLARS (\$89,704). Unless otherwise authorized by the Chief of the Health System or designee, the rate of monthly payment by the County to Contractor shall be one-twelfth of the maximum amount per month, or ELEVEN THOUSAND TWO HUNDRED THIRTEEN DOLLARS (\$11,213).
- 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-Cal 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).

C. Staff Training

Contractor will be paid up to ONE THOUSAND FIVE HUNDRED DOLLARS (\$1,500) for training coordination of EPAMHO partners, as described in Exhibit A, Paragraph II.B.4. of this Agreement. It is expected that trainings will be provided quarterly. Payment shall be made following receipt of invoice.

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

E. Mental Health First Aid

1. Contractor shall receive a maximum of TWO THOUSAND NINE HUNDRED TWENTY DOLLARS (\$2,920) for the term of July 1, 2013 through June 30, 2014.
2. County shall pay Contractor for services described in Paragraph I.C. of this Exhibit A. at the following rates:
 - a. Two (2) staff, twelve (12) hours, at a rate of FIFTY-FIVE DOLLARS (\$55) per hour. Contractor shall provide one (1) twelve (12)-hour series this year.
 - b. Two (2) trainers, at a rate of THIRTY DOLLARS (\$30) per hour will conduct outreach for a total of (ten) 10 hours each.
 - c. Contractor shall be paid up to ONE THOUSAND DOLLARS (\$1,000) for administrative and support services.
 - d. Contractor will submit to the County complete documentation after the completion of the class, along with the invoice.

IV. Translation Services

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

V. FISCAL REQUIREMENTS

- A. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.
- B. Contractor's annual FY 2013-14 Budget is attached and incorporated into this Agreement as Exhibit C. Budget modifications may be approved by the Chief of the Health System or designee, subject to the maximum amount for services set forth in Paragraph I.A. of this Exhibit B.

- C. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of the Health System or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
- D. 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.
- E. 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.
- F. In the event this Agreement is terminated prior to June 30, 2014, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.
- G. 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.
- H. Monthly Invoice and Payment
 - 1. Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize direct and indirect services (if applicable) for which claim is made.
 - a. Direct Services/Claims
Completed Service Reporting Forms or an electronic services file will accompany the invoice and provide back-up detail for the invoiced services. The Service Reporting Forms will be provided by County, or be in a County approved format, and will be completed by Contractor according to the instructions accompanying the Service Reporting Forms. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary. The electronic services file shall be in the County approved Avatar record format.

b. Indirect Services/Claims

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

2. Payment by County to Contractor shall be monthly. Claims that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims that are received 180 days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Claims may be sent to:

County of San Mateo
Behavioral Health and Recovery Services
225 37th Avenue, Third Floor
San Mateo, CA 94403

- 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. County May Withhold Payment

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

- K. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

L. Claim/Invoice Certification and Program Integrity

Anytime Contractor submits a claim to the County for reimbursement for services provided under 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 the 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 _____"

- 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 request rollover of unspent funding from the County according to the following procedures:

1. Contractor shall submit a projected calculation of any savings no later than ninety (90) days before end of the fiscal year. With the projected calculation Contractor shall return the amount of the savings.

2. At the time of the submission of the projected calculation Contractor may request to rollover some or all of any savings. The request must be made in writing to the BHRS Director or designee. The request shall identify specifically how the rollover funds will be spent, including a detailed budget. Savings shall not be spent until Contractor receives a written approval of the request. Approved rollover funds shall be spent only for the succeeding fiscal year and only for the specific purpose(s) requested and approved.
3. Contractor shall submit an accounting report of the rollover savings. This report shall include copies of the detailed expenses. The report is due thirty (30) days after the specific purpose has been completed, or thirty (30) days after the end of the fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.
4. If the specific purpose is not yet complete as of the end of the succeeding fiscal year, contractor may request to rollover the unspent funds to the succeeding second fiscal year by submitting a written request with the accounting report. The unspent rollover funds shall not be spent until the request is approved by the BHRS Director or designee.

Exhibit C. Budget for One East Palo Alto's (OEPA)
Multicultural Center Services, Outreach and Engagement Services
(East Palo Alto Mental Health Community Advisory Group [renamed East Palo Alto
Behavioral Health Advisory Group], Community Outreach and Engagement Program, Staff
Training & Mental Health First Aid) & Translation Services

Exhibit C - Payments & Rates	TOTAL
MULTI-CULTURAL CENTER SERVICES	\$ 151,479.00
OUTREACH AND ENGAGEMENT SERVICES	
East Palo Alto Mental Health Community Advisory Group	\$ 25,750.00
Community Outreach and Engagement Program	
East Palo Alto Partnership for Mental Health Outreach	
OEPA Operating Costs (Administrative and Fiscal Coordination)	\$ 20,699.36
Partner Outreach, Information and Referral	
El Concilio of San Mateo County	\$ 30,965.16
Free At Last	\$ 30,965.16
Live In Peace	\$ 20,965.16
Pacific Tonga Ma'a Tonga, USA	\$ 30,965.16
Subtotal OEPA Operating Costs & Outreach and Referral Services	\$ 134,560.00
Staff Training	\$ 1,500.00
Mental Health First Aid	\$ 2,920.00
SUBTOTAL OUTREACH AND ENGAGEMENT SERVICES	\$ 164,730.00
TRANSLATION SERVICES	\$ 500.00
TOTAL CONTRACT PAYMENT	\$ 316,709.00

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 Protected Health Information.

Miscellaneous

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

ATTACHMENT 1

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.


Dr. 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

Executive Director
Title of Authorized Official

8/28/13
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."