

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

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

* * *

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

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

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

1. Exhibits and Attachments

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

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit C—Contractor's Budget
- Attachment B—Required Deliverables Budget
- Attachment B.1—Monthly Deliverable Invoice
- Attachment E—Fingerprinting Certification
- Attachment H—HIPAA Business Associate Requirements
- Attachment I—§ 504 Compliance
- Attachment M—MHSA Annual Report
- Attachment O—Outreach Form

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit

B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed FIVE HUNDRED SEVENTY THOUSAND SIX HUNDRED THIRTY-SEVEN DOLLARS (\$570,637). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2020 through June 30, 2021.

5. Termination

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

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

6. Contract Materials

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

7. Relationship of Parties

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

8. Hold Harmless

a. General Hold Harmless

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

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

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

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

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

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

b. Intellectual Property Indemnification

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

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County

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

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

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

9. Assignability and Subcontracting

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

automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

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

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

(b) Motor Vehicle Liability Insurance... \$1,000,000

(c) Professional Liability..... \$1,000,000

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

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

11. Compliance With Laws

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

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

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

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

covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

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

g. Reporting; Violation of Non-discrimination Provisions

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

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

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

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

h. Compliance with Living Wage Ordinance

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

13. Compliance with County Employee Jury Service Ordinance

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

14. Retention of Records; Right to Monitor and Audit

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

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

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

15. Merger Clause; Amendments

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

16. Controlling Law; Venue

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

17. Notices

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

In the case of County, to:

Name/Title: Claudia Saggese/Director, Office of Consumer & Family
Affairs
Address: 1950 Alameda de las Pulgas, Suite 155, San Mateo, CA
94403
Telephone: (659) 573-2673
Facsimile: (650) 573-2934
Email: csaggese@smcgov.org

In the case of Contractor, to:

Name/Title: Kava Tulua/Executive Director
Address: 903 Weeks Street, East Palo Alto, CA 94303
Telephone: (650) 980-1809
Facsimile: (650) 644-0550
Email: ktulua@1epa.org

18. Electronic Signature

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

19. Payment of Permits/Licenses

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

* * *

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

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

ONE EAST PALO ALTO

 _____
Contractor's Signature

Date: 9/10/20 _____

EXHIBIT A – SERVICES
ONE EAST PALO ALTO
FY 2020 – 2021

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

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Multi-Cultural Wellness Center

The Multi-Cultural Wellness Center (MCWC) for behavioral health clients and their family members, shall provide culturally diverse community-based programs, support and linkages to behavioral health services, and other resources as needed. The MCWC will build capacity to ensure long-term services are provided to Behavioral Health and Recovery Services (BHRS) clients and community members in the East Palo Alto community.

1. Multicultural Environment

Contractor will create a safe and supportive environment for adults with mental illness and/or co-occurring addiction challenges and their families who are multiracial, multicultural and multigenerational through various strategies including, but not limited to:

- a. Welcoming to African Americans, Latinos and Pacific Islanders as well as the Lesbian, Gay, Bisexual and Transgender, and Questioning (LGBTQ) community;
- b. Include facility décor and furnishings that are welcoming to all members;
- c. Provide program activities in Spanish, Tongan and other languages as required by client needs; and
- d. Intentionally celebrate diversity by hosting a minimum of one (1) monthly multicultural event that brings the diverse members of the MCWC together to inform, engage and invite sharing of cultural wellness practices and strengths.

2. Service Delivery

The MCWC will be open to members and prospective members a minimum of twenty-four (24) hours per week, including a minimum of four (4) weekend and/or evening hours each week. The MCWC will

offer an array of wellness and recovery-oriented services and activities that include, but are not limited to:

- a. Culturally responsive peer support for women, men, and LGBTQ persons;
- b. Information and referral to professional services, community and social resources;
- c. Wellness Recovery Action Planning (WRAP) workshops and/or activities (at least four (4) per month).
- d. Other wellness-related groups/workshops such as mindfulness, walking, and/or chair exercise at a minimum of one (1) group per week (or four (4) per month).
- e. Monthly informational and educational sessions about non-traditional approaches to mental health care (for example, acupressure, stress reduction, drumming, yoga and cultural folk healers) at a minimum of one (1) per month;
- f. Client Family Advisory Committee will select a minimum of six (6) activities per year (for example, arts and crafts, games) to be held at the MCWC. Gambling or any games involving exchange of cash or that promote addictive behavior is strictly prohibited;
- g. Provide relevant trainings in English, Spanish, Tongan, Samoan, such as: parent education (NAMI basics or NAMI Family To Family, Educate, Equip and Support from United Parents) Peer Education i.e. Peer-to-Peer NAMI, WRAP Groups) (mental health advanced directives (Patient's Rights), knowing the signs, guest speakers, health class, smoking cessation, nutrition class, Social Security, spirituality, money management, shall provide at least eight (8) weekly classes or groups per month to members.
- h. Contractor shall conduct community outreach through meetings, online media, traditional news distribution, website event calendar, newsletter and other means as appropriate to potential members and the community at large to generate member interest and referrals.
 - i. The MCWC will mirror the cultural composition of the community by documenting targeted outreach efforts to underserved ethnic communities such as African American, Latino, and Pacific Islander.

- ii. Community outreach and recruitment efforts shall focus on reaching underserved, culturally diverse communities in terms of race and ethnicity, gender, sexual orientation and class.

Contractor will fund and provide services and activities directly, and/or may assign or subcontract with a third party to deliver a portion of services/activities. Such assignment or subcontract must receive prior written consent from the BHRS Program Manager.

Services shall be designed to support and meet the needs of both clients and family. The program shall include the following:

- i. time periods and programming at the MCWC devoted exclusively to clients;
- ii. time periods and programming at the MCWC devoted exclusively to family members; and
- iii. time periods and programming devoted to both groups.

The program must include protocol for respecting the privacy and boundaries of the client and family members.

3. Linkages and Referrals

The MCWC staff will facilitate connections between people who may need mental health and substance abuse services or other professional services to relevant programming and/or treatment. The MCWC staff will:

- a. Refer members who may need behavioral health services to appropriate agencies in the behavioral health system of care for assessment and follow up treatment as needed;
- b. Use data collection forms developed by BHRS to collect information about individuals that were meaningfully engaged in activities, referral outcomes and demographics. This information will be entered by the Contractor into an online folder on a monthly basis. A sample of the outreach form already in use is included with this Agreement as Attachment O;
- c. Submit data collected to be analyzed by BHRS independent contractor as part to inform responsive support services (e.g. to at-risk for homelessness, older adults and/or emerging).

4. Client/Family Advisory Committee

Contractor will collaborate with BHRS and develop a Client/Family Advisory Committee (CFAC). The Committee will have a forum for members to provide input about MCWC program structure and services, support to members and their families, and to explore behavioral health service strategies as they relate to quality of life. The CFAC will:

- a. Consist of a minimum of five (5) members (comprised of at least two (2) family members, three (3) peers, and supported by one (1) non-voting staff; will meet a minimum of six (6) times a year.
- b. Review evaluations of activities and make suggestions for program improvement;
- c. A client/family representative from this Committee will attend the East Palo Alto Behavioral Health Advisory Group meetings.

Contractor will support CFAC members to:

- a. Provide incentives for members (such as stipends) to CFAC members;
- b. Provide yearly training about behavioral health and advocacy to CFAC members;
- c. Prepare and support members interested in participating as a person with lived experience in the broader behavioral health community.

5. Membership

The MCWC will operate as a wellness center and the individuals who attend the MCWC will be members. There is no prescribed length of membership. Members will be encouraged to attend the MCWC for as long as they like. The MCWC members and family members are eligible for on-going membership.

In addition, potential members will be referred from BHRS Adult and Older Adult Behavioral Health Services, outreach by the MCWC staff and other agencies serving the target population in EPA. The MCWC will have a registration procedure for each member. Registration information will include the following:

- a. Member name;
- b. Family member(s) name(s) address and phone number for each name, emergency contact information for each name;
- c. Referral source (agency, staff name and phone number if available);
- d. Preferred language(s) spoken;
- e. Demographic information including: Sexual Orientation Gender Identity (SOGI) information.

Each member will be assigned a unique membership number. This number will be used to track service delivery only. Member registration information and membership number will not be used in the San Mateo County Behavioral Health and Recovery Services system.

Services shall be primarily for clients of behavioral health services; however, family members and other support persons will be served. Family members shall be offered support through groups/workshops and networking with other client family member peers and staff. Information about local resources will be made available to all members. Interventions and crisis services, including family interventions, will not be provided through the MCWC.

6. Projected Capacity

The MCWC will serve a minimum of twelve (12) unduplicated people per month, who self-identify as part of the target population and as having mental health and/or co-occurring addiction challenges, at the time, and an anticipated maximum of one hundred seventy-five (175) unduplicated people per year. The maximum may be negotiated and would be subject to contractor staffing and space constraints.

7. Monitoring

Contractor will meet with the BHRS Program Manager on a regular basis to discuss program operation, outcomes, strategies, and other topics as needed. Meeting dates, times and locations will be mutually agreed upon by both parties.

8. Service Delivery Tracking and Reporting

The MCWC members and their family members will sign in and out legibly for each visit. The sign in/out sheet will include date, name, time in and time out and event/activity attending (if applicable).

In addition, the Contractor shall collect and track the following service delivery and utilization data and submit on a monthly basis with a monthly invoice (due the fifteenth (15th) of the following month), as referenced in Exhibit B. paragraph I.B.2. Attachment B.1 details the type of documentation that must be included with the invoices. Invoices and monthly reports will be submitted to: brjohnson@smcgov.org.

- a. Number of unduplicated client (UDC) members served, per month;
- b. Number of unduplicated family members served, per month;
- c. Total MCWC visits, per month;
- d. Subject and duration of all groups/workshops 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. Copies of evaluation, evaluation summary of events, recommendations from CFAC and handouts from activities;
- i. Minutes and Agenda of Client/Family Advisory Committee; and
- j. A year-end report of lessons learned on effective practices and strategies on working with a diverse population within the MCWC.

Contractor shall complete and submit the year-end Attachment M – MHSA Annual Report Template, due by the fifteenth (15th) of August each fiscal year to the MHSA Manager at mhsa@smcgov.org.

9. Staffing Requirements

Staff shall reflect the culture and ethnicity of the community served. At least fifty percent (50%) of staff shall be persons with Lived

Experience. A person with Lived Experience is defined as a person who has or is receiving behavioral health services, or a family member of a person who has or is receiving behavioral health services. At least one (1) staff member will be Spanish speaking, and one (1) staff member will speak a Pacific Islander language. Staff must complete ten (10) hours of training per fiscal year. Training topics may include, but are not limited to, the following:

- a. HIPAA
- b. Cultural Humility
- c. WRAP
- d. Mental Health First Aid
- e. Group facilitation
- f. Peer support roles and responsibilities
- g. NAMI family to family

Contractor is responsible to arrange and/or provide training to staff and may utilize BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>. Other trainings may also be offered through the County's Learning Management System (LMS) located at: <https://sanmateocounty.csod.com/selfreg/register.aspx?c=bhrsp01>. Contractor must register on the LMS site to access the training modules. Proof of training, such as certificate of completion, may be requested at any time during the term of this Agreement.

B. Community Outreach and Engagement Services

1. East Palo Alto Behavioral Health Advisory Group

The mission statement of the East Palo Alto Behavioral Health Advisory Group (EPABHAG) is as follows:

The EPABHAG is committed to ensuring a healthier East Palo Alto community by bridging the behavioral 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.

Purpose

- a. Increase community engagement in order to improve access to and delivery of behavioral health services.

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

Services

- a. Sustain and strengthen the EPABHAG. Group activities will include, but not be limited to:
 - i. 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.
 - ii. Identify, recruit, select and finalize EPABHAG membership. Conduct recruitment activities needed to increase EPABHAG annual membership by at least five (5) new EPA residents that are culturally diverse community members, clients and family members that mirror the community demographics.
 - iii. Define EPABHAG roles and establish a work plan, EPABHAG goals for the year, in collaboration with BHRS.
 - 1) Sustain and strengthen one (1) comprehensive work plan that specifies tasks to be completed during the contract year.
 - 2) The focus area(s) and workplan will be established in partnership with BHRS through the joint EPABHAG/BHRS meeting and a strategic planning process that includes a review of the EPABHAG original goals, what has been accomplished over the years, what the gap areas are and what the joint group wants to work on moving forward.
 - 3) The focus area(s) will include the planning of the annual family awareness night during May

- “Mental Health Awareness Month” and one other area as defined by the joint group.
- iv. Convene and coordinate EPABHAG meetings as follows:
 - 1) Seven (7) EPABHAG regular monthly meetings
 - 2) Nine (9) joint EPABHAG/BHRS regular monthly meetings
 - 3) Two (2) special EPABHAG-led project and/or event planning sessions
 - 4) One (1) EPABHAG representation in County-wide BHRS and/or Mental Health Substance Abuse Recovery Commission functions.
 - v. Conduct meeting management and documentation tasks. Meeting management includes planning / scheduling / agenda-setting, hospitality and materials preparation, including translation Pre-and post-meeting documentation; and reporting activities includes agenda and meeting notes for EPABHAG meetings as described.
 - vi. Promote increased EPA resident participation in County-wide behavioral health functions and decision-making processes, including the quarterly service area meetings, which target broader diverse community partners.
 - 1) Conduct at least one (1) letter campaign and one (1) email campaign with actual and prospective EPABHAG members and partner organizations.
- c. Beginning October 1, 2019, convene and coordinate quarterly service area meetings, which target a broader community network with the intention to strengthen collaboration, coordination and integration of services that support a holistic approach to health and well-being of individuals.
- i. Conduct meeting management and documentation tasks including planning, scheduling, agenda-setting, hospitality and materials preparation, including translation of pre-and post-meeting documentation as needed; and reporting activities which include agenda and meeting notes.
 - ii. Convene at least one (1) subcommittee to meet at least monthly and continue implementation of priorities identified by the members of the former East Palo Alto Community Service Area group.
 - iii. Establish a work plan, in collaboration with BHRS, that specifies tasks to be completed during the contract

- year to address the identified priority area (i.e. the Homeless Drop-In Center).
- iv. Coordinate with the Office of Consumer and Family Affairs to support and stipend clients and family members participation in the meetings.
 - d. Promote and facilitate EPA resident input into development of Mental Health Services Act (MHSA) funded services and other Behavioral Health program initiatives not addressed through the Alcohol and Other Drug Prevention Partnership efforts. 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:
 - i. Coordinate EPA resident feedback for smaller, culture-specific RFPs, as requested.
 - ii. Gather input from at least five (5) actual and prospective EPABHAG members and other stakeholders to inform BHRS of smaller, culture-specific MHSA Request for Proposals as requested.
 - e. Sustain and strengthen education materials for and conduct outreach to residents regarding behavioral 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:
 - i. 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.
 - ii. Publicity. Conduct mass mailing and email campaigns for at least two (2) special EPABHAG-led projects and/or events.
 - iii. Facilitation. Contract with consultants to facilitate discussion and/or training for at least two (2) special EPABHAG-led projects and/or events.
 - iv. 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.
 - v. Hospitality and facilities expenses. Arrange catering, facilities and equipment usage for at least two (2) special EPABHAG-led projects and/or events.

2. Behavioral Health Outreach Collaborative

The East Palo Alto Partnership for Behavioral Health Outreach (EPAPBHO) collaborative is comprised of community-based agencies from the East Palo Alto region of San Mateo County to provide culturally appropriate outreach, psycho-education, screening, referral and warm hand-off services targeting marginalized ethnic, linguistic and cultural communities in the region including Latino, Pacifica Islanders, African American/Black, and Lesbian, Gay, Bisexual, Transgender and Questioning (LGBTQ) communities of all ages. One East Palo Alto (OEPA) shall serve as the lead agency and work in collaboration with El Concilio of San Mateo County (ECSMC), Free at Last (FAL) and the Anamatangi Polynesian Voices.

a. Service Model

Services are based on two key models of community engagement, the community outreach worker model and community-based organization collaboration.

- i. Outreach Workers (also known as promotores/health navigators) connect with and facilitate access for marginalized populations through culturally and language appropriate outreach and education and provide linkage and a warm hand-off of individuals to services. Outreach Workers are usually members of the communities within which they outreach to. They speak the same language, come from the same community and share life experiences with the community members they serve. Outreach Workers use a variety of methods to make contact with the community. From group gatherings in individuals' homes to large community meetings, and make direct contact with target audiences, warm hand-offs and convey crucial information to provide community support and access to services.
- ii. Strong collaborations with local community-based agencies and health and social service providers are essential for cultivating a base of engaged community members. Organizations leverage their influence, resources, and expertise, especially in providing services that address cultural, social and linguistic needs of the community. Collaboratives benefit from having regular meetings to share resources and problem solve, having a clearly defined infrastructure and consistent strategy and, offering ongoing presence

and opportunities for community members to engage in services.

b. Program Goals

- i. Increase access for marginalized ethnic, cultural and linguistic communities accessing and receiving behavioral health services. The collaborative will facilitate connections between people who need mental health and substance abuse services to responsive programming (e.g. Parent Project, Mental Health First Aid, WRAP, support services, etc.) and/or treatment. Specifically, looking at how to increase access for children with SED and adults and older adults with SMI or at high risk for higher level of care due to mental illness.
- ii. Strengthen collaboration and integration. Establish effective collaborative relationships with culturally and linguistically diverse agencies and community members to enhance behavioral health capacity and overall quality of services provided to diverse populations. The Collaboration will improve communication and coordination among community agencies involved and with broader relevant efforts such as the Community Service Areas (CSA) and the Office of Diversity and Equity (ODE), Health Equity Initiatives (HEI) and others.
- iii. Establish strong linkages between the community and BHRS. It is expected that there will be considerable collaboration that would include but not be limited to mutual learning. The Outreach Workers will receive trainings from BHRS and the Office of Diversity and Equity to support outreach activities as needed (e.g. Using Cultural Humility in Asking Sexual Orientation Gender Identity Questions, Health Equity Initiative sponsored trainings, etc.) Partnership with the regional clinic(s), ACCESS referral team and many other points of entry to behavioral health services will be prioritized by BHRS. Likewise, the collaborative agencies and outreach workers will work with BHRS regarding strategies to improve access to behavioral health services. They will build linkages between community members and BHRS to share vital community information through the participation in input sessions, planning processes and/or decision-making meetings (e.g. boards and commissions, steering committees, advisory councils, etc.).

- iv. Reduce stigma, including self-stigma and discrimination related to being diagnosed with a mental illness, substance abuse disorder or seeking behavioral health services. The Outreach Workers will make services accessible, welcoming and positive through community approaches that focus on recovery, wellness and resilience, use of culturally appropriate practices including provision of other social services and engaging family members, speaking the language, efforts that address multiple social stigmas such as race and sexual orientation, and employment of peers. Specific anti-stigma activities can include, but not be limited to, community wide awareness campaigns, education and training, etc.

c. Scope of Work

Contractor shall improve and expand on existing efforts, knowledge, relationships, and infrastructure of the community-based organizations. The Outreach Workers shall be representative of the target populations, bilingual and bicultural, trusted by the community, and a trusted source of essential community resources. Contractor's collaboration and mutual exchange of knowledge shall be used to also reach those that have not been served by the behavioral health system of care. The Outreach Collaboratives shall achieve the following:

- i. Identify and increase timely access for SMI/SED clients to behavioral health services;
- ii. Develop targeted outreach activities including screening where appropriate to support community members that are at risk for SMI/SED;
- iii. Increase the number of marginalized ethnic, cultural and linguistic communities (non SMI/SED) accessing and receiving behavioral health and social support services;
- iv. Increase the number of individuals and families enrolled in insurance (e.g. MediCal, ACE);
- v. Implement and/or co-sponsor ethnic/racial and linguistically appropriate anti-stigma events in the community;
- vi. Provide responsive services, supports and/or linkages based on community needs;
- vii. Convene, build and maintain strong collaborations among community-based providers, community members, peers and family members;

- vii. Develop and maintain partnerships and collaborations with non-traditional providers (ex. faith-based, community centers, libraries, other healthcare providers such as acupuncturists, herbalists, traditional healers, etc.);
- ix. Increase community behavioral health capacity by providing basic psycho-educational activities (e.g. parenting groups, WRAP groups, domestic violence support groups) to community members and their families, in addition to educational activities hosted and funded through the Barbara A. Mouton Wellness Center;
- x. Increase coordination across BHRS outreach efforts (e.g. CSA's, ODE and HEI's);
- xi. Increase representation and community voice in BHRS processes including public decision-making meetings, in addition to representatives funded through the EPABHAG;
- xii. Develop culturally sensitive educational materials on behavioral health issues that are balanced with the literacy needs of the target population;
- xiii. Develop an annual plan to meaningfully engage target communities, promote behavioral health services and build awareness and reduce stigma and discrimination related to behavioral health;
- xiv. Participate in evaluation, data collection and reporting activities as requested to learn from outreach and engagement efforts for the identified community groups.

d. Population to be Served

Marginalized communities, youth and families in the East Palo Alto region (primarily Latino, African American, Pacific Islander, LGBTQ).

e. Outreach Workers

OEPA shall leverage existing efforts and identify outreach workers representing each of the targeted ethnic/cultural and linguistic communities.

Outreach Workers characteristics and skills shall include:

- i. Experience serving racial/ethnic, cultural and linguistic needs of target communities;

- ii. Shared and/or lived experiences (or family members with lived experience) with the community members they are serving;
- iii. Familiarity with behavioral health resources (i.e. crisis, psycho-educational classes, ACCESS line, BHRS clinics and programs non-clinical services offered through the Office of Diversity and Equity, Office of Consumer and Family Affairs and others, and the general system of care, etc.);
- iv. Experience with behavioral health outreach and engagement, linking potential clients to services including providing warm hand-offs and/or supporting individuals in taking the steps necessary to access services; and
- v. Conducting community educational/informational presentations.

Outreach Workers Expectations:

- i. Connect individuals (and their families as needed) who may need behavioral health services to appropriate services, for assessment and follow up treatment as needed;
- ii. Perform initial screening (intake such as PHQ-9 or other) when appropriate and consult with clinical staff to ensure appropriate behavioral health referral outcomes and address any engagement issues with hard to reach clients;
- iii. Facilitate a warm hand-off and follow-ups of SMI/SED identified individuals to appropriate behavioral health services;
- iv. Provide behavioral health information, education, and resources as needed;
- v. Assist clients in applying for insurance coverage and/or other ancillary services as needed;
- vi. Identify and collaborate with community-based entities, both public and private and schools to facilitate outreach and engagement services;
- vii. Identify a network of local providers/support services that can provide culturally sensitive services;
- viii. Build relationships with the BHRS ACCESS team and other behavioral health resources to help with referrals and linkages;
- ix. Lead psycho-education classes, workshops and forums as needed;

- x. Participate in ongoing improvement of outreach worker activities and identify needs/gaps within the target communities;
- xi. Participate in quarterly Outreach Collaborative community meetings;
- xii. Participate in monthly relevant Health Equity Initiatives (HEI) and Community Service Area (CSA) meetings to facilitate collaboration and co-sponsoring of outreach and engagement activities;
- xiii. Work with BHRS as needed to develop a tracking and referral system for potential SMI individuals linked to behavioral health care services;
- xiv. Help build linkages between community members and BHRS through sharing vital community information at MHSA and other BHRS input sessions and/or decision-making meetings (e.g. boards and commissions, steering committees, advisory councils, etc.);
- xv. Attend trainings sponsored by BHRS and other partner agencies that support outreach activities; and
- xvi. Conduct data collection, data entry of outreach events, and activities and support evaluation and annual reporting activities.

f. Staffing Structure

- i. OEPA will provide the following .39 FTE staff for the EPAPBHO:
 - 1) Executive Director
 - 2) Associate Executive Director
 - 3) Office Manager
- ii. ECSMC will provide the following 0.59 FTE staff for the Outreach Program:
 - 1) Associate Agency Director, supervisor of agency team
 - 2) Program Manager of Emergency Services Partnership
 - 3) Caseworkers (3)
- iii. FAL will provide the following 0.60 FTE staff for the Outreach Program:
 - 1) Chief Operating Officer
 - 2) Outreach Workers (6)
- iv. Anamatangi Polynesian Voices will provide the following 2.0 FTE staff for the Outreach Program:
 - 1) Executive Director
 - 2) Outreach Workers (3)

g. Partner Services

OEPA shall provide the following coordination and administrative services for the term of the agreement including:

- i. Coordinate the EPAPBHO and facilitate communication among all partner agencies.
- ii. Perform lead agency responsibilities for managing the contract with BHRS, including coordinating budget allocation, reporting, and other administrative requirements.
- iii. Coordinate supplementary training opportunities in collaboration with BHRS and in conjunction with the EPABHAG activities.
- iv. Implement community organizing and convening activities to support and augment implementing partners' information dissemination efforts, including an annual community-wide behavioral health awareness event.

Outreach worker services as outlined in section 2.d. above will be provided by the collaborative partner agencies for marginalized ethnic, cultural and linguistic communities of all ages with a specific focus on providing unduplicated linkages for individuals with seriously emotionally disturbed/seriously mentally ill (SED/SMI) or at high risk for higher level of care due to mental illness. The collaborative partners will work closely with BHRS to determine specific strategies and baseline goals for unduplicated linkages to the East Palo Alto Community Counseling Center (EPACCC) and other BHRS system of care providers serving SED/SMI specifically.

ECSMC shall provide the following activities for Latino, African American, Pacific Islander and LGBTQ youth and adult residents of East Palo Alto and Menlo Park for the term of the agreement:

- i. Expand existing social service information, referrals and education to include access to behavioral health information and education.
- ii. Leverage agency-led core emergency services operations to disseminate behavioral health information and education, and identify and refer clients in need.
- iii. Provide culturally sustainable outreach and education strategies within the delivery of services, including relevant and responsive to the languages, literacies and cultural practices of communities marginalized by

the systemic inequalities to ensure the valuing and maintenance of our multiethnic and multilingual society.

- iv. Collaborate with local networks to extend outreach and behavioral health information and education to communities at large and within organizational and/or community convening's and events.
- v. Deliver year-round services primarily within the office of the Ravenswood Community Resource Center (2396 University Avenue, East Palo Alto), Monday through Friday. Evenings and weekends shall be based on community events.
- vi. Offer PHQ-9 screenings to chronically ill clients in clinical care.
- vii. Participate in the Latino Collaborative, Diversity and Equity Council, and other relevant community meetings to leverage outreach efforts.
- viii. Provide one hundred thirty (130) referrals to clients for moderate-to-mild behavioral health system of care services and/or referrals to social services providers from the BHRS system of care provider list (e.g. any provider that BHRS contracts with such as, Free at Last, Ravenswood Family Health Services, etc.).
- ix. Refer ECSM SED/SMI clients to EPACCC or other SED/SMI provider from the behavioral health system of care. Baseline unduplicated linkages to be determined.

FAL shall provide the following specific activities for Latino, African American, Pacific Islander and LGBTQ adult clients for the term of the agreement:

- i. Conduct street outreach, drop-in center outreach and engagement of clients that frequent FAL.
- ii. Identify and assess client need for behavioral health referrals in all client settings.
- iii. Participate in the Diversity and Equity Council and other relevant community meetings to leverage outreach efforts.
- iv. Provide one hundred forty-two (142) referrals to clients for moderate-to-mild behavioral health system of care services and/or referrals to social services providers from the BHRS system of care provider list.
- v. Refer Transition Age Youth (TAY) and adult FAL SED/SMI clients to EPACCC or other SED/SMI provider from the behavioral health system of care. Baseline unduplicated linkages to be determined.

Anamatangi Polynesian Voices shall provide the following specific activities for Pacific Islander and LGBTQ youth, young adults ages 11-24, and adults for the term of the agreement:

- i. Incorporate behavioral health referral and education services into the agency's programming using culturally specific outreach methods to:
 - 1) Pacific Islander (PI) adults through Social, Athletic Club, Kava Club as well as the senior community.
 - 2) Young people ages 11-24 through relationships with Ravenswood City School District, the Parent Academy, Mid-Peninsula Athletic Association, Razorback Youth Rugby Team, San Mateo County Probation Department and Behavioral Health Advisory Group Ambassador Team (BHAGAT).
 - 3) PI and LGBTQ focused support groups to be held at the Barbara A. Mouton Multi-Cultural Wellness Center.
- ii. Participate in the Spirituality Initiative and/or the Pacific Islander Initiative and other relevant community meetings to leverage outreach efforts.
- iii. Provide ninety-six (96) referrals to Pacific Islander youth and ninety-six (96) referrals to adult clients for moderate-to-mild behavioral health system of care services and/or referrals to social services providers from the BHRS system of care provider list.
- iv. Refer SED/SMI PI youth and adults to EPACCC or other SED/SMI provider from the behavioral health system of care. Baseline unduplicated linkages to be determined.

All partner agencies will participate in the following meetings and planning:

- i. Quarterly Outreach Collaborative meetings with BHRS contract monitor;
- ii. Monthly Health Equity Initiatives (HEI) and Community Service Area (CSA) meetings to facilitate collaboration and co-sponsoring of outreach activities;
- iii. Administrative meetings convened by OEPA; and
- iv. Planning of the community-wide Family Awareness event and support its implementation by recruiting at least ten (10) clients/community residents as attendees.

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

h. Training Activities

EPAPBHO partners staff shall participate in at least eight (8) hours of training related to providing culturally and linguistically appropriate behavioral health outreach services as determined by OEPA's cultural competence plan and any additional mandatory trainings such as confidentiality and HIPAA compliance. EPAPBHO partners are encouraged to attend County/BHRS sponsored trainings offered annually and/or trainings from non-County experts are also encouraged.

Cultural competence training shall include, but not limited to the following:

- i. Wellness and Recovery
- ii. Cultural Humility
- iii. Sexual Orientation and Gender Identity (SOGI) data collection
- iv. Working effectively with diverse ethnic and cultural communities on issues related to behavioral health.

i. Data Collection, Reporting and Evaluation

Contractor will use the data collection outreach form developed by BHRS to collect information including: 1) outreach activities; 2) number of individuals reached; 3) referral outcomes; and 4) demographics of individuals engaged in meaningful outreach. These forms will be data entered by the Contractor into an online survey portal on a monthly basis. Additionally, Contractor will use the data to inform responsive support services and referrals provided (e.g. to at-risk for homelessness, older adults and/or emerging communities. A sample of the outreach form already in use is included with this Agreement as Attachment O.

Data collected will be analyzed by BHRS' independent contractor on an annual basis to inform responsive support services and to submit as part of the MHSA Annual Report. A monthly data entry report will be provided to the Contractor to ensure timely and accurate data entry and a quarterly data output report will be provided to the collaborative(s) to support planning and implementation of appropriate activities.

Contractor is expected to participate in any evaluation activities as determined by BHRS. Previously, focus groups and key interviews were conducted to assess the impact of the collaborative approach.

Additional Annual Reporting:

Contractor shall complete and submit the year-end Attachment M – MHSA Annual Report Template, due by the fifteenth (15th) of August each fiscal year and include the following additional information:

- i. List of educational presentations by outreach staff to include dates, topics, attendance sheets and handout copies.
- ii. List of EPAPBHO outreach staff attendance to EPACCC meetings including dates.
- iii. List of staff training attended by EPAPBHO including dates as well as a copy of the presentation handouts.

C. Mental Health First Aid

1. Mental Health First Aid (MHFA) is a public education program that teaches people how to help persons experiencing mental illness and/or substance use disorders, connect to an appropriate level of care. MHFA is a highly interactive program offered to small groups and teaches the following:
 - a. The prevalence of mental illness in the United States and their emotional and economic cost.
 - b. The potential warning signs and risk factors for depression, anxiety disorders, trauma, psychotic disorders, eating disorders, and substance abuse.
 - c. A 5-step action plan to help an individual in crisis, connect to professional care.
 - d. Resources available to help someone with a mental health problem.
2. Service Description
 - a. Contractor will sponsor five (5) Adult MHFA trainings in East Palo Alto utilizing the 8-hour curriculum format.

- i. Four (4) trainings will be offered in English and one (1) training will be offered in either Spanish or Tongan and/or Samoan as needed.
 - ii. Each training will include twelve (12) participants that have not previously enrolled in the Adult MHFA class; for a minimum of sixty (60) participants fully completing and graduating the MHFA class over the year.
- b. All MHFA trainings will be offered to members of the EPABHAG and the EPAPBHO who have not previously taken the training. They will also be open to any interested stakeholder in East Palo Alto.
- c. The Adult MHFA classes will be co-facilitated by two (2) certified instructors.
- d. The Contractor is responsible for all necessary aspects of planning and delivering the Adult MHFA training including:
 - i. Outreach and recruitment of participants
 - ii. Scheduling and securing locations
 - iii. Ordering MHFA workbooks in advance of any upcoming trainings and providing one to each participant for a total of 60* workbooks over the year
 - iv. Providing refreshments for participants
 - v. Teaching and facilitating the trainings
 - vi. Completing all required data collection, reporting and evaluation activities

* Additional workbooks will be provided by the Office of Diversity and Equity as requested and needed.

3. Reporting

- a. The following documents shall be mailed/submitted by the 10th workday of the month along with the invoices as described in Exhibit B, paragraph I.D:
 - i. Completed applications including demographics
 - ii. Attendance sheets
 - iii. Completed pre-post tests
 - iv. Completed evaluations
- b. Contractor shall data enter the completed applications and pre-post tests online (link will be provided by BHRS) by the 10th workday of the month.

- c. Contractor shall complete and submit the year-end Attachment M – MHSA Annual Report Template, due by the fifteenth (15th) of August each fiscal year.

D. Measure K Crisis Response

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

1. Service Goals

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

2. Services

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

- a. Youth Mental Health First Aid (YMHFA) classes will be co-facilitated by two (2) certified instructors.

- b. Train thirty-three (33) unduplicated individuals in YMHFA (school personnel, parents and community residents & BHAGAT staff and partners).
- c. Train thirty-three (33) unduplicated individuals in Adult Mental Health First Aid (AMHFA) (school personnel, parents and community residents) in addition to the one hundred (100) being trained by Contractor in Section I.D. Participants from this AMHFA should be different from the OEPA sponsored classes.
- d. Create an on-campus support structure that allows trained community members to serve as ambassadors at school sites, to bridge relationships among the schools, police officers and affected students and their families.
 - i. Sixty-one (61) hours of completed consultations involving BHAGAT staff and pilot school leaders and teachers (principal and academic dean).
 - ii. Pre/post assessment of two hundred fifty-five (255) fifth (5th) through eighth (8th) grade students in School Environment attitudes and experiences using the California Healthy Kids Survey.
 - iii. Twenty (20) completed cases of crime/violence-related crisis intervention services delivered to students.
 - iv. Outreach to and short-term intervention support for fourteen (14) families of children referred for BHAGAT services
 - v. Completed parent consent forms and procedures for twenty (20) students who receive crisis intervention.

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

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

E. Measure K Parent Project

1. The Parent Project is an evidenced based, interactive twelve (12) week course that teaches parents/caregivers parenting skills and focuses on how to improve their relationship with their child(ren). Participants will learn effective identification, prevention and intervention strategies.
2. Contractor will facilitate two (2) twelve (12) week Parent Project classes (this includes virtual classes/or combination of virtual and in-person classes) in English and/or Tongan and/or Samoan, shall be responsible to conduct outreach at schools and in the community to ensure a minimum of fifteen (15) and maximum of thirty (30) unduplicated parents in each class, and provide appropriate childcare for these classes. Contractor shall provide class materials, food, and childcare (unless providing class virtually).
3. Contractor shall be responsible for coordinating additional presentations to suit class needs as appropriate, as well as additional session/format for virtual adaptation of the course.
4. Contractor shall be responsible for printing, distributing, and ensuring completion of program forms (applications, pre/post surveys, media and childcare waivers.)
5. Contractor shall provide program coordinator a detailed list of class participants, including attendance sheets, and total number of participants who received a completion and participation certificates.
6. Contractor shall complete weekly reports and send to program coordinator the Monday after the class is completed and comply with BHRS incident reporting guidelines.
7. Contractor shall complete itemized expense report upon completion of each class.
8. Contractor shall comply with County data collection process through use of identified Parent Project application forms, pre and posttests, evaluation and other agreed upon tools. These materials are due to County one (1) week after each series is over.

II. ADMINISTRATIVE REQUIREMENTS

A. Quality Management and Compliance

1. Referring Individuals to Psychiatrist

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

2. Timely Access to Services

The Contractor shall ensure compliance with the timely access requirements as referenced in 42 C.F.R. § 438.206(c)(1)(iv).

- a. Contractor shall return phone calls to an authorized client within **one (1) business day**. Contractor shall offer an available initial visit with an authorized client within **five (5) business days of the client's request for an appointment**. The client must be seen within **ten (10) business days** of the request for an appointment.
- b. The County shall monitor Contractor regularly to determine compliance with timely access requirements. (42 C.F.R. § 438.206(c)(1)(v)).
- c. The County shall work with the Contractor to improve timely access and/or take corrective action if there is a failure to comply with timely access requirements. (42 C.F.R. § 438.206(c)(1)(vi)).

3. Record Retention

Paragraph 14 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of ten (10) years, except the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until ten (10) years beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards. Contractor may maintain records for a longer period of time if required by other regulations or licenses.

4. Audits

Behavioral Health and Recovery Services QM will conduct regular chart audits of Contractors. Contractor is required to provide either the original or copies of charts, including all documentation upon request. The Department of Health Care Services and other regulatory agencies conduct regular audits of the clinical services

provided by BHRS and Contractors requiring submission of charts as requested. Contractor is required to provide all necessary documentation for external audits and reviews within the stated timeline.

5. Administering Satisfaction Surveys

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

6. Licensing Reports

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

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

- a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty-four (24) hours.
- b. Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- c. Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:
 - i. Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the

clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;

- ii. Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and
- iii. Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

d. Confidentiality Training

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

8. Other Required Training

Contractor will complete and maintain a record of annual required trainings. The following trainings must be completed on an initial and then annual basis:

- a. HIPAA
- b. Compliance
- c. Fraud, Waste, and Abuse
- d. Critical Incident Management
- e. Interpreter training (if using interpreter services)

Trainings may be offered through the County's Learning Management System (LMS) located at: <https://sanmateocounty.csod.com/selfreg/register.aspx?c=bhrsp01>. Contractor must register on the LMS site to access the training modules. Proof of training, such as certificate of completion, may be requested at any time during the term of this Agreement.

9. Critical Incident Reporting

Contractor is required to submit Critical Incident reports as described in Attachment N, to BHRS Quality Management (via fax # 650-525-1762) when there are unusual events, accidents, errors, violence or significant injuries requiring medical treatment for clients, staff or

members of the community. (Policy #93-11 and 45 C.F.R. § 164, subpart C, in compliance with 45 C.F.R. § 164.316.)

The incident reports are confidential however discussion may occur with the Contractor regarding future prevention efforts to reduce the likelihood of recurrence. Contractor is required to participate in all activities related to the resolution of critical incidents.

10. Ineligible Employees

Behavioral Health and Recovery Services (BHRS) requires that contractors comply with Federal requirements as outlined in 42 CFR (438.608) Managed Care Regulations. Contractors must identify the eligibility of employees, interns, or volunteers prior to hiring and on a monthly basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting Form, Policy #93-11) should a current employee, intern, or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns, and volunteers by following procedures included in BHRS Policy # 04-01, which can be found online at: <http://www.smchealth.org/bhrs-policies/compliance-policy-funded-services-provided-contracted-organizational-providers-04-01>. BHRS Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRS Quality Management if an employee's license is not current or is not in good standing and must submit a plan to correct to address the matter.

a. Credentialing Check – Initial

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

b. Credentialing Check – Monthly

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

11. Compliance Plan and Code of Conduct

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

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

12. Fingerprint Compliance

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

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

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

13. Minimum Staffing Requirements

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

the minimum qualifications currently on file. Contractor service personnel shall be direct employees, contractors, volunteers, or training status persons.

B. Cultural Competency

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

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

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

- a. Implementation of policies and practices that are related to promoting diversity and cultural competence, such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance.
- b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
- c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation in health records to improve service provision and help in planning and implementing CLAS standards.
- d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner.)
- e. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.

2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend the Cultural Competence Council (CCC) for the term of the Agreement. Participation in the CCC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more information about the CCC, and other cultural competence efforts within BHRS, contact ODE.
3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If Contractor is unable to provide services in those languages, Contractor is expected to contact Access Call Center or their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact ODE.
4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to ODE by March 31st, copies of Contractor's health-related materials in English and as translated.
5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager and ODE at ode@smcgov.org to plan for appropriate technical assistance.

III. REPORTING/GOALS AND OBJECTIVES

For all MHSA-funded programs contractor shall complete and submit the year-end Attachment M – MHSA Annual Report Template, due by the fifteenth (15th) of August each fiscal year and include additional information as described.

A. Multi-Cultural Wellness Center - MHSA

1. MCWC Reporting

Contractor shall collect and report service delivery and utilization data listed below on a monthly basis. Monthly reports will be submitted to along with invoices to brjohnson@smcgov.org:

- a. Number of unduplicated client (UDC) members served per month;
- b. Number of UDC family members served per month;
- c. Total MCWC 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 MCWC.

2. Performance Objective

a. MCWC Services

Goal 1: Increase Latino/a/x member participation.

Objective: Ten percent (10%) or seventeen (17) unduplicated, participants shall identify as Latino, Latina, Latinx, per month.

Goal 2: Increase member participation in program activities by June 30, 2021.

Objective 2: Seventy percent (70%), or one hundred twenty-three (123) member participants, will remain active in program for six (6) months.

- b. Contractor shall provide service to a minimum of twelve (12) unduplicated clients/family members each month and a minimum of one hundred seventy-five (175) unduplicated clients/family members annually.

Data to be collected by Contractor and provided to BHRS

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

Data shall be collected by County with assistance from Contractor.

B. Community Outreach and Engagement Services

1. EPABHAG Reporting

Contractor will submit the following information along with monthly invoices to brjohnson@smcgov.org.

- a. Updates to the established work plan for the year including any letter/email campaigns to promote resident participation in County-wide behavioral health functions and decision-making processes including MHSA activities.
- b. Agenda, minutes and attendance of EPABHAG meetings, joint EPABHAG/BHRS monthly meetings, special EPABHAG-led project or event planning sessions.
- c. List of EPABHAG member's participation in BHRS and/or MHSARC and/or MHSA functions.

Contractor will submit the following with the MHSA Annual Report:

- d. Final EPABHAG membership list for the year that clearly identifies new members added.

2. EPAPBHO Reporting

Contractor will data enter completed outreach forms into an online survey portal provided by the County, on a monthly basis. Additionally, the following information will be submitted monthly along with invoices to brjohnson@smcgov.org:

- a. List of educational presentations by outreach staff to include dates, topics, attendance sheets and handout copies.
- b. List of EPAPBHO outreach staff attendance to EPACCC meetings including dates.
- c. List of staff training attended by EPAPBHO including dates as well as a copy of the presentation handouts.

3. Performance Objectives

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

PARTNERS	ECSMC	MCESBA	FAL
----------	-------	--------	-----

Outreach forms completed	130 (10/month)	192 (7/month)	142 (11/month)
Unduplicated Referrals to EPACCC or other agency serving SMI clients	TBD	TBD	TBD

C. Crisis Response – Measure K

1. Contractor shall collect and report service delivery and utilization data. Contractor will submit quarterly reports and a final year-end report to brjohnson@smcgov.org with the following data:
 - a. Youth Mental Health First Aid
 - i. Completed applications and summary of demographic information of participants;
 - ii. Attendance sheets; and
 - iii. Pre-and post-tests, evaluation and evaluation summaries for each series.
 - b. Crisis Intervention
 - i. Number of unduplicated clients (UDC) served per month, summary of demographic information of students, brief summaries of crisis intervention response and outcome delivered to students.
 - ii. Number of unduplicated families served per month, summary of demographic information of families served, brief summaries of support and outcome of outreach and short-term intervention.
 - iii. Total number of crisis response training and meetings per month with appropriate materials/handouts and information about participants.
 - iv. Referrals to BHRS System of Care
 - c. School Support (Assemblies on Trauma and Violence and Parent Meetings)
 - i. Number of unduplicated participants, summary of appropriate demographic information about participants
 - ii. Appropriate materials/handouts and information about event
 - iii. Evaluation and evaluation summaries of events
 - d. BHAG Ambassador Team
 - i. Minutes and Agenda of meetings and list of attendees

- e. Updates to performance outcome objectives data (identified on the next page)
- f. Year-end report of lessons learned on effective practices on working with diverse clients within the Ravenswood School District

2. Performance Objectives

Outcomes shall include:

- a. Ten percent (10%) reduction in expulsion, suspension and truancy rates reported to CALPADS for the BHAGAT project pilot school by June 2020.
- b. Increase in knowledge of and ability to recognize signs of behavioral health issues among parents, school officials (staff) and student peers who complete YMHA training, as determined by the pre-and post-test results.
- c. Increase in referrals of children/youth with behavioral/emotional issues to behavioral health providers
- d. Improved Positive Behavior Intervention System results of BHAGAT project pilot school students annually as measured by the following:
 - i. California Healthy Kids Survey (CHKS) modules assessing attitudes toward school environment – baseline scores established in FY 2015-16 scores and are administered bi-annually;
 - ii. Fifteen percent (15%) reduction in School Attendance Review Board (SARB) attendance referrals by June 2019;
 - iii. Fifteen percent (15%) reduction in behavior referrals by June 2020;
- e. Improve parent and school personnel attitudes
 - i. Fifteen percent (15%) increase in scores on California Healthy Kids Survey modules assessing parent attitudes toward school environment by June 2020;
- f. Improve communication among police, school personnel and community members fifteen percent (15%)
 - i. Improvement in scores on a pre/post instrument developed to measure self-reported assessment of

effectiveness of communication among BHAGAT partners by June 2020.

- g. Increase the number of parents graduating from the Parent Project.
 - i. Fifty (50) parents will complete the Parent Project classes.

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

*** END OF EXHIBIT A ***

EXHIBIT B – PAYMENTS AND RATES
ONE EAST PALO ALTO
FY 2020 – 2021

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

I. PAYMENTS

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

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount County shall be obligated to pay for all services rendered under this Agreement shall not exceed FIVE HUNDRED SEVENTY THOUSAND SIX HUNDRED THIRTY-SEVEN DOLLARS (\$570,637).

B. Multi-Cultural Wellness Center

The maximum amount County shall be obligated to pay for Multi-Cultural Wellness Center services rendered under this Agreement shall not exceed TWO HUNDRED TWO THOUSAND TWO HUNDRED SIX DOLLARS (\$202,206).

1. Operating Expenses

County shall pay Contractor a total of ONE HUNDRED SIXTY-SIX THOUSAND TWO HUNDRED NINETY-SIX DOLLARS (\$166,296) for operating expenses. Contractor shall submit monthly reporting and a monthly invoice for payment in the amount of THIRTEEN THOUSAND EIGHT HUNDRED FIFTY-EIGHT DOLLARS (\$13,858).

- a. In the event Contractor closes the MCWC during the Holidays (November and/or December), Contractor will only be paid for days the Center is open, and the monthly payment will be prorated to reflect the days closed.

2. Required Deliverables

Contractor shall be reimbursed, based upon completion of deliverables as described by reference in Attachment B, not to exceed THIRTY-FIVE THOUSAND NINE HUNDRED TEN DOLLARS (\$35,910). Required deliverable data must be submitted with monthly invoice to Brad Johnson at brjohnson@smcgov.org (due the fifteenth (15th) of the following month) as well as a year-end report due by the fifteenth (15th) of August. BHRS will not pay for unmet and/or undocumented deliverables. Attachment B.1 details the type of documentation required for each deliverable.

C. Community Outreach and Engagement Services

The maximum amount County shall be obligated to pay for Outreach and Engagement services rendered under this Agreement shall not exceed TWO HUNDRED THREE THOUSAND SIX HUNDRED EIGHTY-TWO DOLLARS (\$203,682).

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

Contractor shall submit monthly reports that will be included with the monthly invoice for payment. Such reporting shall be submitted to brjohnson@smcgov.org, (due the fifteenth (15th) of the following month) as well as a year-end report due by the fifteenth (15th) of August, pending approval of payment.

1. East Palo Alto Behavioral Health Advisory Group

- a. Contractor shall receive a maximum of FORTY-ONE THOUSAND FOUR HUNDRED FORTY-TWO DOLLARS (\$41,442).
- b. Contractor shall be compensated at a rate of ONE HUNDRED EIGHTY DOLLARS AND EIGHTY-FOUR CENTS (\$180.84) 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.
- c. For services related to Exhibit A, Paragraph B.1.c. specifically, Contractor shall be compensated a maximum of TEN THOUSAND DOLLARS (\$10,000) for activities related to

the quarterly East Palo Alto service area and monthly Homeless Drop-in Center subcommittee beginning October 1, 2019.

- j. Contractor will invoice County monthly for actual costs incurred. County shall pay Contractor upon receipt and approval of detailed invoices which include hourly rates and other costs incurred.

2. Behavioral Health Outreach Collaborative

- a. The maximum amount due to Contractor for operating costs shall not exceed ONE HUNDRED SIXTY-TWO THOUSAND TWO HUNDRED FORTY DOLLARS (\$162,240).
- b. Unless otherwise authorized by the Chief of San Mateo County Health or designee, the rate of monthly payment by the County to Contractor shall be one-twelfth (1/12th) of the maximum amount per month, or THIRTEEN THOUSAND FIVE HUNDRED TWENTY DOLLARS (\$13,520).

D. Mental Health First Aid

Contractor will be paid a maximum of TEN THOUSAND TWO HUNDRED FORTY-SEVEN DOLLARS (\$10,247) to provide Adult Mental Health First Aid classes in East Palo Alto.

1. Contractor shall be reimbursed the full cost of providing services described in paragraph I.D. of Exhibit A. Contractor shall invoice the County on the tenth (10th) workday of the month clearly itemizing expenditures and services delivered the previous month as per the following budget:

Instruction	
2 Staff (\$57/hr X 8hrs/class X 5 classes)	\$4,560.00
Training-related activities (preparation, data entry, etc.), 2 Staff (\$57/hr X 2hrs X 5 classes)	\$1,140.00
Supplies	
Workbooks (\$18.95 ea X 60 participants)	\$1,137.00
Refreshments (5 classes)	\$750.00
Outreach	
Staff (1 @ \$30/hr. X 4 hrs/mon X 12 mon)	\$1,440.00

Administration	
Project Oversight and Administration	\$1,220.00
TOTAL	\$10,247.00

2. Contractor shall submit to the BHRS Contract Monitor complete documentation as described in Exhibit A, paragraph I.D.3., along with the invoice.
3. Contractor shall submit monthly reports that will be included with the monthly invoice for payment. Such reporting shall be submitted to brjohnson@smcgov.org, (due the fifteenth (15th) of the following month) as well as a year-end report due by the fifteenth (15th) of August, pending approval of payment.

E. Measure K Crisis Response

The maximum amount County shall be obligated to pay for Measure K Crisis Response services rendered under this Agreement shall not exceed ONE HUNDRED TWENTY-SEVEN THOUSAND TWO HUNDRED FORTY-TWO DOLLARS (\$127,242).

1. Unless authorized by the Chief of San Mateo County Health or designee, the rate of monthly payment by the County to Contractor shall be one-twelfth (1/12th) of the remaining maximum amount per month or TEN THOUSAND FOUR HUNDRED TWENTY DOLLARS (\$10,420), not to exceed ONE HUNDRED TWENTY-FIVE THOUSAND FORTY-TWO (\$125,042).
2. Contractor shall be reimbursed TWO THOUSAND TWO HUNDRED DOLLARS (\$2,200) for Youth Mental Health First Aide facilitator training. Contractor shall provide a detailed invoice and supporting documentation to the County by the tenth (10th) workday of the month clearly iteming the expenditure.
2. The services shall include a Youth Mental Health First Aid instructor training for all BHAG Ambassador Team staff through the National Council. Contractor shall include documentation of such training(s) with the monthly invoice for payment.
4. Contractor shall submit monthly reports that will be included with the monthly invoice for payment. Such reporting shall be submitted to brjohnson@smcgov.org, (due the fifteenth (15th) of the following month) as well as a year-end report due by the fifteenth (15th) of August, pending approval of payment.

F. Measure K Parent Project

Contractor shall be paid a maximum obligation of TWENTY-SEVEN THOUSAND TWO HUNDRED SIXTY DOLLARS (\$27,260) for Parent Project classes described in Exhibit A Section D. of this Agreement.

1. For the term July 1, 2020 through June 30, 2021, Contractor shall be paid TWELVE THOUSAND SIXTY DOLLARS (\$12,060) per class, not to exceed two (2) classes.
 2. For the term July 1, 2020 through June 30, 2021, Contractor shall be paid THREE THOUSAND ONE HUNDRED FORTY DOLLARS (\$3,140) for the training of two (2) facilitators.
 3. Contractor shall complete weekly reports to program coordinator and comply with BHRS incident reporting guidelines. Contractor shall complete itemized expense report upon completion of class.
- G. Contractor's annual FY 2020-21 budget is attached and incorporated into this Agreement as Exhibit C.
- H. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.
- I. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
- J. The Chief of San Mateo County Health or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.
- K. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
- L. In the event this Agreement is terminated prior to June 30, 2021, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of San Mateo County Health or designee.

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

N. Monthly Invoice and Payment

1. Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize direct and indirect services (if applicable) for which claim is made and include any reports referenced in Exhibit A, (i.e. utilization, deliverable data, etc.).

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
Attn: Brad Johnson

2000 Alameda de las Pulgas, Suite 280
San Mateo, CA 94403

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

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

Q. County May Withhold Payment

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

R. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

S. Invoice Certification and Program Integrity

Anytime Contractor submits an invoice to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify

by signature that the invoice is true and accurate by stating the invoice is submitted under the penalty of perjury under the laws of the State of California.

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

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

Executed at _____ California, on _____ 20____

Signed _____ Title _____

Agency _____ "

T. Unspent Funds

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

1. Contractor shall submit a projected calculation of any savings no later than ninety (90) days before end of the fiscal year. The projected calculation will be a separate report from the year-end cost report. With the projected calculation, Contractor shall return the amount of the savings.
2. At the time of the submission of the projected calculation Contractor may request to rollover some or all of any savings. The request must be made in writing to the BHRS Director or designee. The request shall identify specifically how the rollover funds will be spent, including a detailed budget. Savings shall not be spent until Contractor receives a written approval of the request. Approved rollover funds shall be spent only for the succeeding fiscal year and only for the specific purpose(s) requested and approved.
3. Contractor shall submit an accounting report of the rollover savings. This report shall include copies of the detailed expenses. The report is due ninety (90) days after the specific purpose has been completed, or ninety (90) days after the end of the fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.
4. If the specific purpose is not yet complete as of the end of the succeeding fiscal year, contractor may request to rollover the

unspent funds to the succeeding second fiscal year by submitting a written request with the accounting report. The unspent rollover funds shall not be spent until the request is approved by the BHRS Director or designee.

5. A final accounting of the rollover funds shall be submitted ninety (90) days after the specific purpose has been completed, or ninety (90) days after the end of the second fiscal year, whichever comes first. Any unspent rollover funds shall be returned to the County with the accounting report.

*** END OF EXHIBIT B ***

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

Exhibit C - Contractor Budget	FY 2020-2021
MULTI-CULTURAL CENTER SERVICES	\$ 202,206.00
OUTREACH AND ENGAGEMENT SERVICES	
East Palo Alto Behavioral Health Advisory Group	\$ 41,442.00
Behavioral Health Outreach Collaborative	
East Palo Alto Partnership for Behavioral Health Outreach	
OEPA Operating Costs (Administrative and Fiscal Coordination)	\$ 32,000.00
Partner Outreach, Information and Referral	
El Concilio of San Mateo County	\$ 36,000.00
Free At Last	\$ 36,000.00
Anamatangi Polynesian Voices	\$ 58,240.00
Subtotal OEPA Operating Costs & Outreach and Referral Services	\$ 162,240.00
SUBTOTAL OUTREACH AND ENGAGEMENT SERVICES	\$ 203,682.00
MENTAL HEALTH FIRST AID	\$ 10,247.00
MEASURE K CRISIS RESPONSE	\$ 127,242.00
MEASURE K PARENT PROJECT	\$ 27,260.00
TOTAL CONTRACT PAYMENT	\$ 570,637.00

**ONE EAST PALO ALTO
FY 2020 - 2021 ATTACHMENT B
REQUIRED DELIVERABLES BUDGET**

Table 1 - Required Monthly Activities

	Activity	Frequency	Price per Event	Total per Year
1	Monthly Multicultural Event	1 per month	\$ 432.64	5,191.68
2	MCWC/CFAC Meetings – 9 per year	9 per year	\$ 216.32	1,946.88
3	Monthly informational and educational sessions about non-traditional approaches to mental health care	1 per month	\$ 216.32	2,595.84
4	Weekly Wellness Recovery Action Plan (WRAP) Workshops	4 per month	\$ 162.24	7,787.52
5	Other weekly Wellness related Groups/Workshops – excluding and unrelated to WRAP plan workshops	4 per month	\$ 108.16	5,191.68
6	Culturally Responsive Peer Support Groups	4 per month	\$ 108.16	5,191.68
7	Client Family Advisory Committee Meeting Stipends (\$25 per person, per meeting. Minimum of 5 persons, maximum 8	9 per year	Min \$135.20	1,216.80
			Max \$216.32	1,946.88
8	CFAC selected activity for members – to be determined	1 per month	\$ 324.48	3,893.76
	SUBTOTAL			33,745.92

Table 2 - Required Annual Activities

	Activity	
1	CFAC selected annual activity for members - to be determined - can be combined for one (1) large event	1,081.60
2	CFAC selected annual activity for members - to be determined - can be combined for one (1) large event	1,081.60
	SUBTOTAL	2,163.20
	TOTAL REQUIRED DELIVERABLES BUDGET PER CONTRACT YEAR	35,909.12

OEPA ANNUAL DELIVERABLE INVOICE

ACTIVITY	DATE	# ATTENDEES	DESCRIPTION	DELIVERED BY	AMOUNT
CFAC Selected Annual Activity 1					
CFAC Selected Annual Activity 2					
TOTAL					\$0

Completed by:

Signature

Date

ATTACHMENT B – MOUTON CENTER

DELIVERABLES DOCUMENTATION AND INVOICE PROCEDURES

The following procedures are for the monthly deliverable obligations One East Palo Alto must verify were completed prior to receiving payment. The documentation that verifies completion of a deliverable(s) must accompany the invoice when it's submitted. Monthly invoices and documentation are to be submitted to:

Behavioral Health & Recovery Services
Attn: Brad Johnson
2000 Alameda de las Pulgas, Suite 280
San Mateo, CA 94403
brjohnson@smcgov.org

DELIVERABLE	# OF SERVICES	DOCUMENTATION	DUE DATE	APPROVED BY
Monthly Multicultural Event	1 per month	Description of event, location, staff coordinator, collaborative partners, presenter (if applicable), sign-in sheets, participant event evaluation	15 th of the month following service	Claudia
MCWC/CFAC Meetings	1 per month	Agenda, attendees, absent members, meeting minutes, facilitator, handouts	15 th of the month following service	Claudia
Non-traditional Wellness sessions	1 per month	Description of session, staff coordinator, presenter (if applicable), sign-in sheets, presentation materials (if any)	15 th of the month following service	Claudia
Weekly WRAP groups or activities	4 per month	Description of session, certified Wrap co-facilitators, sign-in sheets, group or activity participant evaluation	15 th of the month following service	Claudia
Weekly Wellness Group or workshops	4 per month	Description of session, staff coordinator, presenter (if applicable), sign-in sheets, presentation materials (if any)	15 th of the month following service	Claudia
Peer support groups	4 per month	Description, staff coordinator, facilitator(s), sign-in sheets	15 th of the month following service	Claudia
CFAC Stipends	Min 5 max 8 per meeting	Names of CFAC participants (identify consumer or family member), date of meeting	15 th of the month following service	Claudia
CFAC monthly activity	1 per month	Description of event, location, staff coordinator, presenter (if applicable), sign-in sheets, participant event evaluation	15 th of the month following service	Claudia
CFAC annual activity	1 per year	Description of event, location, staff coordinator, collaborative partners, presenter (if applicable), sign-in sheets, invitation list, participant event evaluation	15 th of the month following service	Claudia

For questions or concerns regarding invoices or the corresponding documentation your point of contacts are as follows and in this order:

1. Claudia Saggese – csaggese@smcgov.org 650-573-2189
2. Brad Johnson – brjohnson@smcgov.org 650-573-2893
3. Suzi Reed – sreed@smcgov.org 650-573-2226

ATTACHMENT E

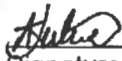
FINGERPRINTING CERTIFICATION

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

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

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

One East Palo Alto
Name of Contractor


Signature of Authorized Official

Kava Tulua
Name (please print)

Executive Director
Title (please print)

9/10/20
Date

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.

PERMISSABLE REQUESTS BY COUNTY

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

DUTIES UPON TERMINATION OF AGREEMENT

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

MISCELLANEOUS

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

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

ATTACHMENT I

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

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

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

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

☒ a. Employs fewer than 15 persons.

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

Name of 504 Person:

Name of Contractor(s):

One East Palo Alto

Street Address or P.O. Box:

1798-B Bay Road

City, State, Zip Code:

East Palo Alto, CA 94303

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

Signature:



Title of Authorized Official:

Executive Director

Date:

9/10/20

*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
HEALTH SYSTEM**

Behavioral Health
& Recovery Services
225 37th Avenue
San Mateo, CA 94403
www.smchealth.org
www.facebook.com/smchealth

ATTACHMENT M
**MHSA FUNDED PROGRAMS
ANNUAL REPORT**

Please complete the following report by August 15th of each year for previous fiscal year (July 1– June 30) program services. Email report to mhsa@smcgov.org.

AGENCY INFORMATION

Agency Name:

MHSA-Funded Program Name:

Program Manager Name:

Email:

Phone Number:

PROGRAM DESCRIPTION

In 300-500 words, please provide a description of your program, include:

- 1) Program purpose
- 2) Target population served
- 3) Primary program activities and/or interventions provided

OUTCOME DATA & PROGRAM IMPACT

Please provide information and any data collected about changes in health outcomes of clients served.

Data: How does your program advance any of the following MHSA Intended Outcomes?

- Reducing the duration of untreated mental illness
- Preventing mental illness from becoming severe and disabling
- Reducing any of the following negative outcomes that may result from untreated mental illness:
 - Suicide
 - Prolonged suffering
 - Incarcerations
 - Homelessness
 - School failure or dropout
 - Removal of children from their homes
 - Unemployment

Narrative: Please describe how your program:

- 1) Improves timely access & linkage to treatment for underserved populations
- 2) Reduces stigma and discrimination
- 3) Increases number of individuals receiving public health services
- 4) Reduces disparities in access to care
- 5) Implements recovery principles

SUCSESSES

Is there a particular intervention your program is especially proud of? We encourage client stories as an example of program success. If a client story is used, with appropriate consent, please include pictures and/or quotes from the client to help us personalize your program and the report.

CHALLENGES

Have there been any challenges in implementing certain program activities and/or interventions? What are some solutions to mitigate these challenges in the future?

UNDULICATED CLIENT INFORMATION & DEMOGRAPHICS

Number of unduplicated clients served:

Number of unduplicated families served:

Please provide demographic data of clients served as described in the attached client demographic survey and plans to collect data currently not collected:

**CRITICAL INCIDENT REPORT**

Confidential Risk Management/Quality Assurance Document – Protected by Evidence Code 1157 Et. Seq.

BHRS programs - Email report with Unit Chief/Med Chief/Supervisor Comments to QM:

Contracted programs Fax to 650-525-1762 County Staff -email to HS_BHRS_QM@smcgov.org

Must SEND TO BHRS QM WITHIN 24 HOURSThe person most closely involved or the person discovering the incident should complete this form on both sides as soon as practical after an incident has occurred.
Staff person/clinical program may not keep a copy of this report.**Reported by (print):****Phone:** _____**Reporting Program:**Access ☐ ADS ☐ ARM ☐ BAART-AOD ☐ BHRS AOD ☐
Caminar ☐ Central ☐ Child Welfare ☐ Coastside ☐ Cordilleras ☐ EPA ☐ Edgewood ☐
Fred Finch ☐ Interface ☐ Mateo Lodge/Wally's ☐ MHA ☐ North ☐ Oasis ☐ OCG ☐ Palm Ave ☐
Pathways ☐ PES ☐ Pre to 3 ☐ Program Office ☐ Puente ☐ PV-SBMH ☐ Service Connect ☐
Shasta ☐ South ☐ StarVista ☐ TDS ☐ Telecare ☐ Total Wellness ☐ VRS ☐ YSC ☐ YTAC ☐
Other ☐ _____**Who was involved? (Check all that apply)**

- ☐ Client Name _____ MH# _____ age _____
(Circle one) ☐ Male ☐ Female ☐ Other Conserved ☐ yes ☐ no Dependent adult ☐ yes ☐ no
- ☐ Client Name _____ MH# _____ age _____
(Circle one) ☐ Male ☐ Female ☐ Other Conserved ☐ yes ☐ no Dependent adult ☐ yes ☐ no
- ☐ Staff Member(s) _____

Date occurred? ____/____/____ Time ____ AM or PM Incident Resulted in Arrest: At clinic ☐ Offsite ☐Where occurred? ☐ Clinic/Agency ☐ Home/Apartment ☐ School ☐ Shelter ☐ Community ☐ Other _____☐ Supported Residence: Name _____ ☐ Residential Facility: Name _____Was Incident: Observed ☐ Reported/Alleged ☐ Substance Use Involved: ☐ No ☐ Yes ☐ Suspected ☐ Unknown**BEHAVIOR RELATED**☐ AWOL/Wandering- Returned: ☐ Yes ☐ No ☐ Symptom Related Issue ☐ High Risk Behavior (Drugs, sex, etc.) ☐ Rule Compliance**HOSPITAL/PES/POLICE RELATED**☐ 5150 Problem/IP Care Related/Ambulance (not routine): Name of Hospital/Ambulance _____☐ Police Related: Police/Sheriff Department _____**ASSAULT/ABUSE**

- ☐ Allegation of abuse by staff/provider/facility ☐ Assault to staff (Check one) Physical ☐ Verbal ☐ Sexual ☐ Property ☐
- ☐ Assault/Abuse to client (Select all that apply) Type: Physical ☐ Verbal ☐ Sexual ☐ Property ☐
- ☐ Assault/Abuse by client (Select all that apply) Type: Physical ☐ Verbal ☐ Sexual ☐ Property ☐ Child ☐ Elder ☐ Dep. Adult ☐
- ☐ Threat – Did you... (Select all that apply) Give warning? ☐ Break Confidentiality? ☐ Notify Police? ☐
- ☐ Homicide by client

MEDICAL

- ☐ Fall/Injury ☐ Medical Problem: _____
- ☐ Medication Error: Med name(s): _____ (check one) by: Staff ☐ Client ☐
- ☐ Serious Medical/Medication Error (requiring immediate medical attention)
- ☐ Poisoning ☐ Fire/Explosion ☐ Communicable disease: _____
- ☐ Self Harm ☐ Survived Suicide Attempt ☐ Suicide: (Select one) Overdose ☐ Train ☐ Gun ☐ Hanging ☐ Other ☐ _____
- ☐ Death: (Select one) Medical Illness ☐ Natural Causes/age ☐ Accident ☐ Overdose ☐ Determined to be accident- suspected suicide ☐
- Suicide ☐ Homicide ☐ Unknown Cause/No Report of Cause ☐

PHARMACY

☐ Pharmacy Error: Med Name(s): _____ Missing Meds ☐ Wrong Dose ☐ Wrong Meds

Pharmacy Name/Location: _____

BREACH/SECURITY

- ☐ Breach of Confidentiality ☐ Car Accident ☐ Theft/Loss ☐ Legal Issue ☐ Facility Safety/Vandalism ☐ Other Security Issue
- OTHER _____

Client Name/MR# _____

Describe the incident and important facts of the event. Include names, dates, times and witnesses. Add pages if necessary. Report(s) made to: ☐ APS ☐ CPS ☐ Police/Sheriff ☐ PES ☐ Other: _____

List any predisposing factors relevant to this incident: _____

Print/Signature of person completing report

Date

Clinic/Team

For Unit Chief/Med Chief/Supervisor to Complete (Must be completed before submitting)

Briefly describe follow-up/future prevention and findings from review:

Print Name/ Signature of Supervisor/Unit Chief/Med Chief

Date

Phone Number

For Manager to Complete- Required for High Risk Incidents

Briefly describe follow-up/future prevention and findings from review:

Print Name/ Signature of Manager

Date

Phone Number

Individual Outreach Form

Rev. 10/2016

Agency

- ☐ Asian American Recovery Services
- ☐ Barbara A. Mouton Multicultural Wellness Center
- ☐ Daly City Peninsula Partnership Collaborative
- ☐ Daly City Youth Health Center
- ☐ El Concilio
- ☐ Free at Last
- ☐ Multicultural Counseling and Education Services of the Bay Area
- ☐ Pacifica Collaborative
- ☐ StarVista

Basic Outreach Information

1. Date: / /

2. Length of contact: minutes

3. Location (Select ONLY one):

- ☐ Office
- ☐ Field (unspecified)
- ☐ Jail/Hillcrest
- ☐ Hospital/IMD/SNF
- ☐ Homeless/Shelter
- ☐ Faith-based Church/Temple
- ☐ Health/Primary Care Clinic
- ☐ Home
- ☐ Age-specific Community Center
- ☐ Job Site
- ☐ Residential Care – Adult
- ☐ Residential Care – Children
- ☐ Mobile Service
- ☐ Non-traditional Location
- ☐ Phone
- ☐ School
- ☐ Telehealth
- ☐ Other Community Location: _____

4. What was the primary language used during outreach? (Select ONLY one)

- ☐ English
- ☐ Spanish
- ☐ Mandarin
- ☐ Cantonese
- ☐ Tagalog
- ☐ Russian
- ☐ Samoan
- ☐ Tongan
- ☐ Another language: _____

Individual Information

5. What is the age of the individual? (Select ONLY one)

- ☐ 0-15 years
- ☐ 16-25 years
- ☐ 26-59 years
- ☐ 60+ years
- ☐ Decline to state

6. What is the sex assigned at birth of the individual? (Select ONLY one):

- ☐ Male
- ☐ Female
- ☐ Decline to state

7. Have you been diagnosed with an intersex condition?

(Select ONLY one):

- ☐ Yes
- ☐ No
- ☐ Decline to state

8. What is the gender identity of the individual? (Select ALL that apply)

- ☐ Male/Man/Cisgender Man
- ☐ Female/Woman/Cisgender Woman
- ☐ Female-to-Male (FTM)/Transgender Male/Trans Man/Trans-masculine/Man
- ☐ Male-to-Female (MTF)/Transgender Woman/Trans Woman/Trans-feminine/Woman
- ☐ Questioning or unsure of gender identity
- ☐ Genderqueer/Gender Non-conforming/Neither exclusively male or female
- ☐ Indigenous gender identity
- ☐ Another gender identity: _____
- ☐ Decline to state

9. What is the sexual orientation of the individual? (Select ALL that apply)

- ☐ Gay, Lesbian or Homosexual
- ☐ Straight or Heterosexual
- ☐ Bisexual
- ☐ Queer
- ☐ Pansexual
- ☐ Asexual
- ☐ Questioning or unsure of sexual orientation
- ☐ Indigenous sexual orientation:
- ☐ Another sexual orientation: _____
- ☐ Decline to state

10. What is the race/ethnicity of the individual? (Select ALL that apply)

- ☐ American Indian, Alaska Native or Indigenous
- ☐ Asian
- ☐ Black or African-American
- ☐ Native Hawaiian or Pacific Islander
- ☐ White or Caucasian
- ☐ Asian Indian/South Asian
- ☐ Caribbean
- ☐ Cambodian
- ☐ Central American
- ☐ Chinese
- ☐ Mexican/Chicano
- ☐ Filipino
- ☐ Puerto Rican
- ☐ Japanese
- ☐ South American
- ☐ Korean
- ☐ Vietnamese
- ☐ Chamorro
- ☐ African
- ☐ Fijian
- ☐ Eastern European
- ☐ Samoan
- ☐ European
- ☐ Tongan
- ☐ Middle Eastern
- ☐ Another race/ethnicity: _____
- ☐ Decline to state

11. What is the preferred language of the individual?

(Select ONLY one)

- ☐ English
- ☐ Spanish
- ☐ Mandarin
- ☐ Cantonese
- ☐ Tagalog
- ☐ Russian
- ☐ Samoan
- ☐ Tongan
- ☐ Other: _____

12. Does the individual have any of the following disabilities or learning difficulties? (Select ALL that apply)

- ☐ Difficulty seeing
- ☐ Difficulty hearing or having speech understood
- ☐ Dementia
- ☐ Developmental disability
- ☐ Physical/mobility disability
- ☐ Chronic health condition
- ☐ Learning disability
- ☐ No, the individual does NOT have a disability.
- ☐ Another disability: _____
- ☐ Decline to state

13. Is the individual: (Select ONLY one)

- ☐ Homeless
- ☐ At risk of homelessness
- ☐ Decline to state
- ☐ N/A

14. Is the individual a veteran? (Select ONLY one)

- ☐ Yes
- ☐ No
- ☐ Decline to state

15. Has the individual had a previous outreach contact with this organization? (Select ONLY one)

- ☐ Yes
- ☐ No
- ☐ Unknown

16. What health insurance does the individual have? (Select ALL that apply)

- ☐ Medicare
- ☐ Medi-Cal
- ☐ Healthy Kids
- ☐ Other: _____
- ☐ No insurance
- ☐ Unknown/Decline to state

Type of Contact and Disposition

17. Was the individual referred to Mental Health or System of Care services?

- ☐ Yes (If YES, to whom: _____)
- ☐ No

18. Was the individual referred to Substance Abuse or System of Care services?

- ☐ Yes (If YES, to whom: _____)
- ☐ No

19. Was the individual referred to other services?

(Select ALL that apply)

- ☐ Emergency/Protective Service
- ☐ Financial/Employment
- ☐ Food
- ☐ Form Assistance
- ☐ Housing/Shelter
- ☐ Legal
- ☐ Medical Care
- ☐ Transportation
- ☐ Health Insurance
- ☐ Cultural, Non-traditional Care
- ☐ Other: _____
- ☐ Not referred

Form Verification

20. Outreach Provider Signature:

21. Outreach Provider Printed Name/Licensure (if any):

MHSA Outreach Definitions

Individual and Group Outreach

Outreach encounters captured for MHSA data purposes should be meaningful interactions, which means there needs to be a minimal level of information sharing. Following are some guidelines for capturing individual and group outreach interactions.

Individual outreach is a one-on-one interaction (in any setting) that results in individualized information sharing, a referral, specific service recommendation, etc. The interaction would need to be long enough to complete an Individual Outreach Form and have a dialogue about the individual's potential needs.

Group outreach can be either a group setting (workshop, group session, class, etc.) or a large event where you hand out information but the information is not personalized to those you are interacting with. Although, you will still need to interact long enough to complete the 9 questions in the Group Outreach Form.