

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
HEART AND SOUL, INC.**

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 Heart and Soul, Inc., 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 consumer-run peer-support services and health and wellness 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 FY 2021-23 Budget

Attachment E—Fingerprint Certification

Attachment I—§ 504 Compliance

Attachment T—Disaster and Emergency Response Plan Sample

Attachment U—Sample Devise User Agreement and Waiver

Attachment V—Technology Supports for Clients Tracking Log

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 TWO MILLION ONE HUNDRED EIGHTY-

EIGHT THOUSAND SIXTY DOLLARS (\$2,188,060). 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, 2021 through June 30, 2023.

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, Consumer & Family Affairs
Address: 1950 Alameda de las Pulgas, San Mateo, CA 94403
Telephone: (650) 573-2189

Facsimile: (650) 573-2934
Email: csaggese@smcgov.org

In the case of Contractor, to:

Name/Title: Brian Steuer/Interim Executive Director
Address: 1618 Sullivan Avenue, PMB 462, Daly City, CA 94015
Telephone: (650) 307-0066
Facsimile: (650) 832-1463
Email: BrianS@HeartandSoullnc.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: 07/23/2021

ATTEST:

By: _____
Clerk of Said Board

HEART AND SOUL, INC.

Brian Steuer Digitally signed by Brian Steuer
Date: 2021.07.23 19:11:12 -07'00'

Contractor's Signature

Date: 07/23/21

EXHIBIT A – SERVICES
HEART & SOUL, INC.
FY 2021 – 2023

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. Peer-Support /Self-Help Services

Contractor shall provide consumer peer support and self-help services for consumers of Mental Health Services in San Mateo County. Contractor shall operate as a 501(c)(3) mental health consumer run organization (CRO).

1. Outcomes

- a. Maintain an independent local 501(c)(3) mental health CRO with a multi-cultural Board of Directors that reflects the diverse population of San Mateo County.
- b. Create organizational culture, structure and environment that will foster the development and promote the mission of the CRO to provide quality peer-support programs and services. This includes the establishment of a strong free-standing peer support center.
- c. The CRO will hire and maintain staff that are fluent in at least one (1) of the San Mateo County threshold languages: Chinese, Spanish, Tagalog and Russian.
- d. Maintain a connection to the State-wide self-help movement

B. Peer-Support/Consumer-Run Services

Services shall be provided as described below in a manner consistent with the terms and conditions of this Agreement.

1. CRO Executive Director shall work collaboratively with the Behavioral Health and Recovery Services (BHRS) Director of Consumer and Family Affairs.
2. Activities shall be provided to San Mateo County consumers, at no charge to them, throughout San Mateo County. Activities shall include the following:

a. Special Events

Offer at least four (4) special events/outings, including a minimum of two (2) weekend activities open to consumers throughout San Mateo County. Such activities will include but not be limited to: picnics in the park, recreational activities (i.e. table tennis, billiards, badminton, group walks), bowling at a bowling alley, going to a movie at a movie theatre, exposure to the arts, and social gatherings.

b. Community Education

Provide three (3) community education activities with other community organizations for the purpose of educating community groups about mental health and recovery (i.e. recovery fair, and recovery picnic). Other community organizations shall include service providers, social and community development organizations, including the faith community.

c. Peer Support and Self-Help Groups and Activities

A minimum of six (6) skill groups and/or educational groups weekly that include a weekly substance abuse support group. Educational trainings and support groups shall include but not be limited to recovery-based skill groups, WRAP groups, Dual Recovery Anonymous groups and Total Wellness curriculum.

A schedule of program activities and an unduplicated count of participants on a monthly basis will be submitted to the BHRS contract monitor or designee.

d. Advocacy and Consumer Voice

Contractor shall be involved in the development and ongoing education of community advocates and meeting participants, and participate in County meetings. This shall include the enrollment of San Mateo County consumers in statewide consumer movement organizations (if available). Contractor shall also be involved in state and county-wide issues regarding mental health regulations and the Mental Health Services Act.

C. Contractor shall continue development of the CRO. Such development shall be guided by the CRO Board of Directors, Management and

participating mental health consumers. Ongoing development shall include the following:

1. Contractor shall maintain an annual outreach plan, which shall include: outreach through meetings, online media and traditional news distribution, and other means as appropriate to potential members and the community at large to generate member interest and referrals. Contractor will identify new BHRS consumer participants and will further develop and maintain a consumer participant mailing list.
 - a. Contractor will mirror the cultural composition of the community by documenting targeted outreach efforts to underserved ethnic communities such as African American, Latino, Chinese, and Filipino.
 - b. Community outreach and recruitment efforts shall focus on reaching underserved, culturally diverse communities in terms of race and ethnicity, gender, sexual orientation and class.
2. Maintain a strong stand alone self-help center that is centrally located in the County.
3. Develop/maintain culturally appropriate self-help services for San Mateo County Coastside, East Palo Alto or South County BHRS consumers, with an emphasis on the Spanish speaking communities.
4. Annual Board training of new and current CRO Board of Directors.
5. Contractor shall hire and maintain staff that are fluent in at least the San Mateo County threshold languages, Chinese, Spanish and Tagalog.
6. Provide services that are culturally and linguistically appropriate for the diverse cultural communities of the County.
7. Provide services a minimum of four (4) days per week, including at least one weekend day.
8. Contractor shall encourage consumers to enroll at the College of San Mateo and other consumer leadership development opportunities.

D. Seeing Through Stigma

1. Contractor shall make community presentations designed to positively change the perception of mental illness. Presentations shall be made in San Mateo County in a variety of venues, as opportunities become available. Most presentations shall be made to providers of public and/or health services organizations, and to student groups. Examples of such venues may include: Rotary Clubs; middle school, high school and college students; medical, dental, nursing and psychology students; and law enforcement. Presentations shall be made by groups of three (3) to five (5) presenters, to receive reimbursement from the County, all of whom shall have individual histories of mental illness or who are family members of persons with mental illness. At least thirty-two (32) presentations shall be made during the term of this Agreement. Presentations shall be an average of ninety (90) minutes in length.
2. Contractor shall seek new venues and opportunities to make presentations during the term of this Agreement. Outreach efforts shall be made to, but not limited to, faith-based organizations, service clubs and local advocacy organizations. The presentations shall be made in all regions of San Mateo County.
3. Contractor shall submit a monthly report of presentations that includes the date of the presentation, venue, and individuals who provided the presentation.
4. Contractor shall check-in on a quarterly basis with Stigma Free San Mateo lead person to coordinate efforts on anti-stigma work.

E. Health And Wellness Groups/Support/Activities In Collaboration With Total Wellness

Services shall be provided under the direction and supervision of the Executive Director of Heart and Soul, Inc. The Executive Director will meet quarterly with the Total Wellness Unit Chief to ensure communication and coordination of services. A Total Wellness staff may be included as a panel member in the final interview of new hires of wellness coaches for the Total Wellness Program.

1. Training
 - a. Heart and Soul, Inc. will ensure that staff are trained to provide Total Wellness groups. Training will include tobacco education, healthy eating, and physical exercise.
 - b. The Heart and Soul, Inc. wellness coach will participate in regular monthly consultation meetings.

2. Wellness Services at BHRS Sites

- a. Contractor will hire, ensure training, and supervise Heart and Soul, Inc. employees (Wellness Coaches) who will work at BHRS service sites in collaboration with the Total Wellness Program (TWP).
- b. Contractor will provide eight (8) hours of staffing per week. Specific times and dates will be arranged through mutual agreement.
- c. Assignments for the Wellness Coach may include: wellness calls, reminder calls, individual or group WRAP support, Health and Wellness group activity set up and clean up, assistance with food fairs and education forums, walking groups, cooking classes, and other social or education groups and activities.
- d. Heart and Soul, Inc. will be given specific on-site work assignments to be provided by TW Supervisors and Nurses.

3. Health and Wellness Groups and Activities

- a. Contractor will provide additional Health and Wellness activities, education and one (1) support group per month, per site, at the following sites, or a virtual group:
 - i. Heart and Soul Self Help Center “The Source”;
 - ii. Industrial Hotel;
 - iii. North County BHRS;
 - iv. Coastsides; and
 - v. Friends of Hope.
- b. Each group or activity will follow a practice-based model of WRAP or Health Education, or be guided by established health education practice.
- c. Groups will be facilitated by Heart and Soul, Inc. staff, who are trained as a WRAP facilitator and/ or has received training in providing Health and Wellness groups.
- d. Identified wellness sites and a schedule of these groups must be distributed monthly to the Total Wellness Unit Chief and the Director of Consumer and Family Affairs.

- e. Attendance must be recorded and distributed to the Total Wellness Unit Chief and the Director of Consumer and Family Affairs.
- f. The schedules of these wellness classes shall complement the existing Total Wellness groups in order for clients to get the most benefit by offering the two programs. Heart and Soul will coordinate with the Total Wellness Unit Chief for any schedule changes occurring at the sites where both programs provide wellness services.

F. Monthly Reporting

Contractor shall collect and report monthly progress of Peer-Support services. Contractor will submit monthly reports to the Director of Consumer and Family Affairs, pending approval of payment. Reporting shall include the following:

- 1. Development of culturally appropriate self-help activities in the Coastside and South County communities of San Mateo County.
- 2. Development of State threshold language requirements.
- 3. Participation in the State-wide self-help movement.
- 4. Detailed description of monthly activities.
- 5. Submit an annual outreach plan identifying new consumer participants.
- 6. Monthly reporting and invoicing shall be sent to:

Behavioral Health and Recovery Services
Attn: Claudia Saggese
1950 Alameda de las Pulgas, Suite 155
San Mateo, CA 94403
or by email to: csaggese@smcgov.org

- 7. Submit monthly Seeing Through Stigma presentation reports to Office of Diversity and Equity (ODE).

G. Helping Our Peers Emerge

Heart and Soul shall develop and maintain the Helping Our Peers Emerge (HOPE) program. This program will assist BHRS adult clients with transition into the community from acute inpatient settings, locked facilities including

Mental Health Rehabilitation Center (MHRC), jail or state hospital. The program will also support clients residing in community placements with stabilizing and maintaining placements. Peer Mentors and Family Partners will provide emotional support, access to educational services, and community resources as described in section 2.c. to adults and their family members to ease the transition back into community settings. Engagement and support will begin while the individual is in the locked psychiatric facility setting and will be provided weekly until such time that the HOPE Program and Collaborative Care Team (CCT) determine that less frequent visits are warranted. Support will continue for up to six (6) months following discharge with the goal of assisting the individual and their family to maintain stability in the community thereby preventing avoidable re-admission to an in-patient setting. The program will ensure that proper consent is obtained in order to maintain appropriate confidentiality when providing support to family members. Family Partners will provide direct support to the family with the goal of assisting the family to support the client through the transition from the hospital to a community setting. This program is part of the Whole Person Care pilot. Contractor will work closely with the BHRS CCT HOPE Clinical Liaison to receive referrals, consult with on clinical issues and/or issues outside of the scope of peer and family support, provide education to the clinical team about the work of Peer and Family support, and plan and execute discharge from the HOPE program.

1. HOPE Program Services

a. Target Population

Contractor shall provide adult peer support to adults residing in or discharging from facilities within San Mateo County and the Greater Bay Area who are at elevated risk for re-admission to an inpatient setting, or higher level of care. Contractor will provide pre and post-discharge from inpatient, locked settings (MHRC, jail, and state hospital), crisis residential programs and provide the same level of support for adults residing in community level placements (board and cares, social rehabilitation programs, or adults living independently or residing with family members).

b. Policies and Procedures

Contractor will maintain updated policies and procedures to include at a minimum:

- i. Target Population Criteria
 - a) Health Plan Member
 - b) MediCal recipient
 - c) Age range 18+

- ii. Consent form
- iii. Referral process
- iv. Service Management
- v. Crisis Response
- vi. Reporting
- vii. Field Work best practices
- viii. Safety
- ix. HIPPA Confidentiality
- x. Peer mentor and Family Partner orientation
- xi. Training type and frequency
- xii. Pre-discharge phase
- xiii. Discharge process

c. Support Services

Contractor will work in collaboration with other clinical and non-clinical care providers to ensure that the individual has proper supports prior to discharge from the HOPE program.

i. Peer Support and Family Support

Contractor shall provide a minimum of one (1) in person meeting per week, with the individual or family. If, after three (3) months in HOPE, the individual demonstrates measurable progress towards his/her recovery goals and has not been admitted to Psychiatric Emergency Services or an inpatient psychiatric unit, the Contractor may begin to substitute up to half of the required weekly in person meetings per month with telephone support contacts.

Contractor shall provide peer and family support services through the use of one's own lived experience to create a trusting, empowering relationship based on mutuality and power sharing in order to assist the client and/or family member to achieve their wellness goals. Peer Mentors and Family Partners will engage with referred clients, and when appropriate their family members, during the pre-discharge and discharge phase while the individual is in an acute inpatient or other locked facility setting and will continue for up to six (6) months following discharge. If a referral is received for an individual currently residing in a community setting, duration of services will not exceed 6 months. Services shall include:

- a) Shadow client, offer support and encouragement to appointments/meetings;

- b) Role model – share success strategies and experiences, relapse prevention strategies;
 - c) Referrals to community resources such as housing, food, support groups and benefits support;
 - d) Advocacy;
 - e) Provide WRAP groups or individual WRAP development for individuals and family members; and/or including providing peer led virtual groups.
 - f) Assist client/family with identifying goals and objectives;
 - g) Provide or arrange for transportation;
 - h) Interface with clinical team members;
 - i) Peer recovery coaching;
 - j) Skill building, teaching; and
 - k) Provide encouragement for activities that support social inclusion and connections in the community.
 - l) Contractor will provide technology assistance to individuals in using cell phones, chrome pads, and/or computers to support them in accessing virtual groups, and other support services.
- ii. Contractor shall provide support to family members of those persons served by the program. This support shall be provided by Family Partners trained to support family members, based upon need and consent. Support shall be provided to family members at the pre-discharge and discharge phase of the hospitalized family member and shall continue for up to six (6) months following discharge.

d. Referral Process

- i. Contractor shall work closely with the BHRS HOPE Clinical Liaison to receive referrals, coordinate care and plan for discharge from the program.
- ii. Contractor shall provide, or refer to another partner to provide, employment services including pre-vocational assessment, vocational training, placement and job coaching services for clients enrolled in the HOPE program with the goal of assisting clients to become employed. Additionally, the HOPE program shall offer job support and individual coaching to the employed Peer Mentors and Family Partners.

e. Training

Contractor will ensure that all staff providing services will be properly trained in Peer and Family support to include at a minimum Intentional Peer Support training and will work with Whole Person Care to identify and plan trainings that will offer training to non-HOPE Peer Mentors and Family Partners as well. Training shall include, but not be limited to, the following topics:

- i. Foundations of Peer Support
- ii. Mentoring: Shared Learning and Relationship Building
- iii. Activation and Self-Management
- iv. Advocacy
- v. Professional and Ethical Responsibilities
- vi. Linkage to services
- vii. Collaboration

f. Successful Completion

Contractor will work with the BHRS HOPE Clinical Liaison to evaluate/determine successful completion of service, if the client will no longer benefit from continued service, or if there are circumstances that warrant an extension of the service beyond six months. HOPE will request a discharge or extension to the BHRS HOPE Clinical Liaison/Manager for review and approval. HOPE will include discharge and extension information and reason for discharge or extension on the monthly invoice report as well as maintain this documentation in the client record.

g. Reporting

Contractor shall provide documentation of client and family services provided as well as utilization data consistent with the Whole Person Care Pilot. Contractor will work with BHRS to develop a reporting form. Reports are to include:

- i. Client name/family name
- ii. Monthly utilization – services delivered
- iii. Current monthly caseload
- iv. Number of new referrals per month
- v. Number of discharges per month
- vi. Progress on client/family goals and objectives
- vii. Referral and use of employment services, self-care practices, and other recovery markers
- viii. WRAP plan completion

h. Program Evaluation

Contractor will develop a process to evaluate the HOPE program and to ensure the quality of service delivery. Contractor will work with BHRS and Whole Person Care to determine what aspects of the HOPE program should be evaluated, what evaluation tools will be needed, and how often the evaluation should take place.

i. Fiscal Agent

Contractor will develop fiscal agent process and procedures that will include, but not be limited to, the following:

- i. Approval process for invoices
- ii. Timely reimbursement (within 30 days)
- iii. Identify and communicate to partners the items that can be reimbursed and what cannot be reimbursed
- iv. Fiscal management reporting to BHRS
- v. Set annual budget
- ix. Mileage reimbursement (if applicable, and must follow County rate per mile)
- x. Invoice submission process by other agencies

j. Management Responsibility

Heart and Soul shall be the lead agency and shall be responsible for program quality and outcomes. Heart and Soul shall maintain legal contracts with the other entities to ensure proper use of the funds and proper management of the services. Oversight shall include but not be limited to:

- i. Service utilization
- ii. Contract management with each entity
- iii. Quality control of staffing
- iv. Quality control of services provided
- v. Budget accountability through invoicing and reporting mechanisms
- vi. Interface with BHRS HOPE Clinical Liaison, County contract manager, Supervising Mental Health Clinician of the CCT and Whole Person Care Social Work Supervisor
- vii. Meeting the contract metrics
- viii. Management of a program evaluation
- ix. Necessary quality improvement

H. Peer-led Supports for Help@Hand Pilot Project

The Help@Hand project (formerly known as Tech Suite project) is a Mental Health Service Act (MHSA) Innovation project exploring offering online support apps with features such as 24/7 peer chat, wellness activities, and/or other relevant and timely mental wellness services free to behavioral health clients and peers.

The goal of the Peer-led Supports component of the Help@Hand Pilot Project is to provide the technology (devices, Wi-Fi service) needed to engage clients in Help@Hand activities and develop Help@Hand Ambassadors that will support clients and peers in the use of selected applications or “apps”.

Services to be provided through June 30, 2022 include, but are not limited to:

1. Technology Devices: Contractor shall maintain at minimum twenty (20) technology devices (i.e. smart phones, tablets) for Contractor agency members that do not have and/or cannot afford devices and/or Wi-Fi service at home to support over-the-phone and or virtual engagement in health, wellness and recovery activities.
 - a. Contractor will utilize the Works for Government, Public Sector Plan if procuring additional subsidized technology devices (cell phones and tablets) for Help@Hand program participants during the contract term. Included within the Plan is:
 - i. No contract or expense for the device;
 - ii. Free replacement of lost, stolen or damaged devices;
 - iii. Unlimited anytime minutes and no minute overages;
 - iv. Unlimited direct connect and group connect;
 - v. Caller ID and voice mail;
 - vi. Voice roaming;
 - vii. Unlimited internet browsing and email;
 - viii. Data roaming;
 - ix. Hotspot (10GB);
 - x. Unlimited domestic messaging;
 - xi. Premium data plan (reducing/mitigating barrier of no Wi-Fi access);
 - xii. Security: Contractor shall utilize the Sprint Secure Mobile AI from Zimperium which provides:
 - a) Continual protection, even when device is offline, offering advanced threat detection based on advanced analytics and Artificial Intelligence;
 - b) Immediate risk assessments and threat alerts that can be mitigated through the Mobile Device

- Management (MDM) Portal. This license is per device per month and can be pushed to the device via MDM;
 - c) A management hub for device management and security. Devices can be immediately locked down remotely if lost or stolen or if data has been compromised. Through MDM, App downloads/ installation and management can be “pushed out” and pre-scheduled to device users remotely. Additional cost-generating activity such as in-app purchases, or additional services can be set to require approval through MDM, thus mitigating additional service plan costs;
 - d) Service holds at any time on a device without penalty. During hold periods, the device does not incur monthly data plan charges. Service can be restarted at any time.
 - b. In instances where Wi-Fi access is a barrier for a peer to participate in the Help@Hand program, the Contractor will provide assistance in helping the peer secure Wi-Fi service.
- 2. Help@Hand Advisory Committee: Contractor will participate in the Help@Hand Advisory Committee convened and facilitated by the BHRS Office of Diversity and Equity.
 - a. Ensure at minimum one (1) representative from the Contractor agency participates in the monthly meetings. Help@Hand Advisory Committee members:
 - i. Provide input and feedback related to the design and customization of the Help@Hand apps, e.g. making the online images and language culturally appropriate, having relevant Personal Wellness Avatar interventions offered to consumers on an ongoing basis.
 - ii. Recommend additional features for the Help@Hand apps to prioritize for the target communities, e.g. for youth in crisis, the capacity to identify and show on a local map, safe places for youth to go when in need;
 - iii. Provide input on implementation, user experience and support services; and
 - iv. Provide input and review evaluation activities.
- 3. Help@Hand Pilot Activities: Contractor will support and engage “Help@Hand Ambassadors” to support pilot project activities.

- a. Contractor will provide any preparation and support needed, including but not limited to providing stipends, for any Contractor agency member(s) that may be interested in the role of a Help@Hand Ambassador.
- b. Help@Hand Ambassadors are individuals with lived experience that will:
 - i. Promote the use of Help@Hand apps with Contractor agency members.
 - ii. Utilize the Mobile Device Management (MDM) Portal, to “push out” downloads/installation and management of Help@Hand apps to Contractor device users remotely.
 - iii. Support pilot (testing) activities of at minimum one (1) app, as identified by the Help@Hand Advisory Committee. Pilot activities may include, but not limited to:
 - a) Recruiting Contractor agency members to participate in the pilot
 - b) Providing information and onboarding supports to pilot participants
 - c) Providing basic app and device supports to pilot participants
 - d) Reviewing survey and focus group tools
 - iv. Help@Hand Ambassador(s) may participate in the Digital Literacy Training for Peers, which provides technical support to equip peer and family partners that are distributing devices to clients.
 - v. At least one Help@Hand Ambassador will facilitate Tech Hours for the Contractor agency members that may need basic device supports; downloading apps, setting up e-mail and basic use of telehealth and Zoom.

4. Evaluation and Reporting

- a. Contractor will participate in evaluation activities conducted by an external evaluator procured by BHRS. Data sources to support the evaluation may include:
 - i. Participant Survey: The County may gather quantitative data through surveys directly through

- the Help@Hand app(s) that invite clients/consumers to rate their wellness and recovery.
 - ii. Focus Groups and Interviews: The County may gather qualitative data through a process of interviews and focus groups about participant experience using the app(s); their perspective on the extent to which they engaged in the apps; whether it supported their wellness and recovery and access to both in-person and online services; and to understand the level of engagement with the app(s).
 - iii. Usage Data: anonymous user data will be gathered by selected apps about who is engaging in the Help@Hand apps and their level of usage to understand how the technology is engaging target participants.
- b. Contractor may be requested to provide annual narrative reporting on implementation success and challenges including Help@Hand participant stories and with appropriate consent, pictures and/or quotes.

I. Technology Supports for Clients

Through the Mental Health Service Act (MHSA) and the Coronavirus Aid, Relief, and Economic Security (CARES) Act, BHRS has secured funding to provide technology supports (devices and data plans) for clients and family members of clients that would benefit from telehealth and/or other behavioral health services, but do not have the resources to purchase the technology they need.

BHRS selected a federally-subsidized program, T-Mobile For Government, that offers a low-cost data plan (internet service) along with free refurbished phones/tablets. Given the limited resources, this benefit should be prioritized for clients and families most in need and who are unable to take advantage of other low-cost and/or income-based technology supports.

1. Services

- a. Through CARES Act funding, BHRS purchased and delivered twenty (20) tablets with a one-year data plan subscription for Contractor to support client participation in services. Additionally, Contractor received SEVEN THOUSAND THREE HUNDRED NINETY-FIVE DOLLARS (\$7,395) MHSA one-time funding to purchase up to twenty-five (25) additional devices with a one-year data plan subscription and/or device accessories (earbuds, styluses, screen protectors, etc.) to

support use of the devices by members. Contractor will distribute the devices and accessories in accordance with the guidance set forth in this agreement.

- b. Contractor will continue to utilize the developed screening or process to allocate the devices to clients and families most in need and who are unable to take advantage of other low-cost and/or income-based technology services.
- c. Contractor will continue to utilize the developed user agreement for clients to support safety and accountability while using the devices. See Attachment U – Sample Device User Agreement and Waiver.

2. Reporting Activities

- a. As a condition of accepting the CARES Act funded tablets, Contractor is required to continue submitting monthly Tracking Logs through the remainder of the one-year data plan subscription, see Attachment V - Technology Supports – Monthly Reporting Form. Contractor shall report the following:
 - ii. Client(s) name receiving tablet for participation in services.
 - iii. Number of devices used to support client services on-site (for example, a shared tablet at residential facility to facilitate group sessions, field services, etc.); including the following information:
 - (1) location/site;
 - (2) service provided using the device(s); and
 - (3) number of clients served.
- b. For MHSA One-Time funding, Contractor will continue to submit the monthly Tracking Logs through the remainder of the one-year data plan subscription, see Attachment V - Technology Supports – Monthly Reporting Form along with invoices for reimbursement:
 - i. Total number of phones and total number of tablets ordered.
 - ii. Detail other device accessories purchased to support client participation in services.
 - iii. Client(s) name and device (phone/tablet) and/or accessories received.
 - iv. Number of devices used to support client services on-site (for example, a shared tablet at residential facility or lobby, to facilitate group sessions, field services, etc.); including the following information:

- (1) location/site;
- (2) service provided using the device(s); and
- (3) number of clients served.

J. Health Order Compliance

1. Health Order Compliance Requirements

Contractor shall comply with all current health orders issued by the State Department of Health and the County Health Officer until such orders are lifted or deemed no longer necessary for health reasons by the State Department of Health and/or the San Mateo County Health Officer. Current health orders can be found at: <https://covid19.ca.gov/> and at <https://covid19.ca.gov/safer-economy/> for statewide information and at: <https://www.smchealth.org/health-officer-updates/orders-health-officer-quarantine-isolation> for County information.

At a minimum, Contractor will ensure the following:

- a. All clients, staff and volunteers are required to wear face coverings, exceptions can be made for the children served as allowed under state and County health guidelines.
 - b. Contractor will create and implement protocols for personal protective equipment (PPE) use, handwashing, isolation for clients who test positive for COVID-19, and visitor protocols (if allowed under the current health order and in compliance with health order requirements (mass testing, which can be met by participating in the BHRs Surveillance Program)).
 - c. The requirements and protocols mentioned in items a and b above, as well as all the identified strategies related to the pandemic, should be organized into a basic COVID-19 Plan. The plan should identify what impacts and hazards the pandemic poses for your organization, your response to mitigate these impacts and hazards, thresholds that balance workforce location between telework to in office to face to face services for clients, for example. This simple, living document, should reflect what is important to your organization and how you will manage during the pandemic.
- ### 2. Service Delivery During Health Order Restrictions

Contractor will create and implement alternate options for service delivery; such as using the telephone and/or online sessions via a

virtual platform (such as Zoom, Teams, etc.), in the event that services cannot be performed face-to-face. The virtual platform selected by the Contractor must have security protocols that ensure health information and the identity of clients is protected.

In the event that the Contractor cannot transition from face-to-face services to a virtual format, or other contracted work cannot be performed, Contractor will notify the BHRS Program Manager to develop alternatives to providing deliverables and/or cancelation of services if a solution cannot be reached. In the event that services are canceled or cannot be performed, funding shall be reduced commiserate with the reduction of services.

II. ADMINISTRATIVE REQUIREMENTS

A. Disaster and Emergency Response Plans

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

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

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

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

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

B. Quality Management and Compliance

1. Quality Management Program and Quality Improvement Plan

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

2. Referring Individuals to Mental Health Support

Contractor will have written procedures for referring individuals to County Behavioral Health Services when necessary.

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. Documentation of Services

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

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

SOC contractor will utilize either documentation forms located on <http://smchealth.org/SOCMHContractors> or contractor's own forms that have been pre-approved.

5. 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.

6. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

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

b. Beneficiary/Patient's Rights

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

c. Advance Directives

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

7. 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.

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

a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI

that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty-four (24) hours.

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

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

1) Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;

2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and

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

d. Confidentiality Training

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

9. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management (via fax # 650-525-1762) when there are unusual events, accidents, errors, violence or significant injuries requiring medical treatment for clients, staff or members of the community. (Policy #93-11 and 45 C.F.R. § 164, subpart C, in compliance with 45 C.F.R. § 164.316.)

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

10. Ineligible Employees

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

b. Credentialing Check – Monthly

Contractor will complete Attachment A – Agency/Group Credentialing Information each month and submit the completed form to BHRIS Quality Management via email at: HS_BHRIS_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 BHRIS 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 BHRIS 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 BHRIS clients. Contractor may utilize BHRIS 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:

1. 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
2. Obtain an exemption from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as a part of their employment with the contractor.

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

13. Minimum Staffing Requirements

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

C. Cultural Competency

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

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

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

- a. Implementation of policies and practices that are related to promoting diversity and cultural competence, such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance.
- b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
- c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation in health records to improve service provision and help in planning and implementing CLAS standards.
- d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services in a culturally

and linguistically appropriate manner.)

- e. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.
2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend a Health Equity Initiative (HEI), including but not limited to the Diversity & Equity Council (DEC), for the term of the Agreement. Participation in an HEI/DEC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more information about the HEI/DEC, and other cultural competence efforts within BHRS, contact ODE or visit <https://www.smchealth.org/health-equity-initiatives>.
3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If Contractor is unable to provide services in those languages, Contractor is expected to contact their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact ODE.
4. Contractor will translate relevant and appropriate behavioral health- related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS- sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to ODE by March 31st, copies of Contractor's health-related materials in English and as translated.
5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager and ODE (ode@smcgov.org) to plan for appropriate technical assistance.

III. GOALS AND OBJECTIVES

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

Self-Help Services

Goal: Increase the number of client's receiving peer-support services.

Objective 1: 85% (or 340 unduplicated number) of clients participating in the program will receive peer-support services.

Seeing Through Stigma Services

Goal: Contractor will complete community presentations by June 30, 2022.

Objective 2: Contractor shall present 100%, or a minimum of 32 presentations annually, to 400 unduplicated attendees.

HOPE Services

Goal: Increase the ability of program participants to remain in the least restrictive level of care.

Objective 3: Contractor shall reduce re-admission rate to a higher level of care by 5% from pre-HOPE program admission.

Goal: Increase engagement of family members in the HOPE program.

Objective 4: Contractor shall increase support provided to family members of adult persons with serious mental illness by 5% from the prior year.

*** END OF EXHIBIT A ***

EXHIBIT B – PAYMENTS AND RATES
HEART & SOUL, INC.
FY 2021 – 2023

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 contract shall not exceed TWO MILLION ONE HUNDRED EIGHTY-EIGHT THOUSAND SIXTY DOLLARS (\$2,188,060).

B. Peer Support/Self Help Services

Contractor shall be reimbursed up to a total of NINE HUNDRED SEVENTEEN THOUSAND FIVE HUNDRED EIGHTY-EIGHT DOLLARS (\$917,588) for Peer Support/Self Help Services as described in Paragraph A of Exhibit A, for the term of this agreement.

1. For the term July 1, 2021 through June 30, 2022, the rate of an advanced monthly payment by County to Contractor shall be one twelfth (1/12th) of the maximum amount per month or THIRTY-EIGHT THOUSAND TWO HUNDRED THIRTY-THREE DOLLARS (\$38,233), not to exceed FOUR HUNDRED FIFTY-EIGHT THOUSAND SEVEN HUNDRED NINETY-FOUR DOLLARS (\$458,794). Final cost settlement is included in paragraph O of this Exhibit B.
2. For the term July 1, 2022 through June 30, 2023, the rate of an advanced monthly payment by County to Contractor shall be one twelfth (1/12th) of the maximum amount per month or THIRTY-EIGHT THOUSAND TWO HUNDRED THIRTY-THREE DOLLARS (\$38,233), not to exceed FOUR HUNDRED FIFTY-EIGHT

THOUSAND SEVEN HUNDRED NINETY-FOUR DOLLARS (\$458,794). Final cost settlement is included in paragraph O of this Exhibit B.

3. Contractor will submit a monthly invoice for payment. The invoice will include supporting documentation following completion of services, and shall be billed according to the guidelines specified in the contract.

C. Seeing Through Stigma

Contractor shall be reimbursed up to a total of NINETY-NINE THOUSAND FOUR HUNDRED FORTY-TWO DOLLARS (\$99,442) for Seeing Through Stigma Presentations as described in Paragraph D of Exhibit A, for the term of this Agreement.

1. For the term July 1, 2021 through June 30, 2022, Contractor shall be paid one-twelfth (1/12th) of the maximum amount per month or FOUR THOUSAND ONE HUNDRED FORTY-THREE DOLLARS (\$4,143), not to exceed FORTY-NINE THOUSAND SEVEN HUNDRED TWENTY-ONE DOLLARS (\$49,721). Final cost settlement is included in paragraph O of this Exhibit B.
2. For the term July 1, 2022 through June 30, 2023, Contractor shall be paid one-twelfth (1/12th) of the maximum amount per month or FOUR THOUSAND ONE HUNDRED FORTY-THREE DOLLARS (\$4,143), not to exceed FORTY-NINE THOUSAND SEVEN HUNDRED TWENTY-ONE DOLLARS (\$49,721). Final cost settlement is included in paragraph O of this Exhibit B.
3. Contractor will submit a monthly invoice for payment. The invoice will include supporting documentation following completion of services, and shall be billed according to the guidelines specified in the contract.

D. Health and Wellness Services

County shall be obligated to pay a maximum of THIRTY-ONE THOUSAND FIFTY-SEVEN DOLLARS (\$31,057) for Health and Wellness Services as described in Paragraph E of Exhibit A, for the term of the Agreement.

1. FY 2021 – 2022
 - a. Contractor will be paid EIGHT THOUSAND TWO HUNDRED NINETY-FIVE DOLLARS (\$8,295) for Wellness Coach(es). Contractor shall be reimbursed at a rate of EIGHTEEN

DOLLARS AND NINE CENTS (\$18.09) per hour, as well as a ten percent (10%) administrative fee.

- b. The total obligation for Wellness Groups/Activities is SEVEN THOUSAND TWO HUNDRED THIRTY-FOUR DOLLARS (\$7,234). Contractor shall host five (5) groups per month, at a rate of ONE HUNDRED TWENTY DOLLARS AND FIFTY-SIX CENTS (\$120.56) per group. NOTE: A group shall be comprised of **five (5)** or more participants. Contractor shall submit a monthly invoice to include a summary of charges for the month of service.

2. FY 2022 – 2023

- a. Contractor will be paid EIGHT THOUSAND TWO HUNDRED NINETY-FIVE DOLLARS (\$8,295) for Wellness Coach(es). Contractor shall be reimbursed at a rate of EIGHTEEN DOLLARS AND NINE CENTS (\$18.09) per hour, as well as a ten percent (10%) administrative fee.
- b. The total obligation for Wellness Groups/Activities is SEVEN THOUSAND TWO HUNDRED THIRTY-FOUR DOLLARS (\$7,234). Contractor shall host five (5) groups per month, at a rate of ONE HUNDRED TWENTY DOLLARS AND FIFTY-SIX CENTS (\$120.56) per group. NOTE: A group shall be comprised of **five (5)** or more participants. Contractor shall submit a monthly invoice to include a summary of charges for the month of service.

E. Helping Our Peers Emerge

Subject to the availability of State Whole Person Care Grant funding for services as described in Section I.H. of Exhibit A, Contractor shall receive a maximum of ONE MILLION NINETY THOUSAND FIFTY-THREE DOLLARS (\$1,090,053) for the Helping Our Peers Emerge program. This amount shall include the following:

1. FY 2021 – 2022

Contractor shall be paid one-twelfth (1/12th) of the maximum amount per month or SIXTY-THOUSAND FIVE HUNDRED FIFTY-NINE DOLLARS (\$60,559) for a maximum of SEVEN HUNDRED TWENTY-SIX THOUSAND SEVEN HUNDRED TWO DOLLARS (\$726,702), for the term July 1, 2021 through June 30, 2022. Invoices shall include an itemized list of expenses, listed categorically

according to Exhibit C – Contractor’s Budget, and are subject to approval by the BHRS Program Manager.

2. FY 2022 – 2023

For the term July 1, 2022 through December 31, 2022, Contractor shall be paid one-sixth (1/6th) of the maximum amount per month or SIXTY THOUSAND FIVE HUNDRED FIFTY-NINE DOLLARS (\$60,559) for a maximum of THREE HUNDRED SIXTY-THREE THOUSAND THREE HUNDRED FIFTY-ONE DOLLARS (\$363,351). Invoices shall include an itemized list of expenses, listed categorically according to Exhibit C – Contractor’s Budget, and are subject to approval by the BHRS Program Manager.

F. Peer-led Supports for Help@Hand Pilot Project

For the term July 1, 2021 through June 30, 2022, Contractor shall be paid a maximum amount of FORTY-NINE THOUSAND NINE HUNDRED TWENTY DOLLARS (\$49,920) for the Peer-led Supports of the Help@Hand Pilot Project. Contractor shall be reimbursed the full cost of providing services described in Exhibit A. Contractor shall bill the County on the tenth (10th) workday of the month. Contractor’s invoice shall include the invoice from Sprint/T-Mobile and Contractor’s proof of payment, clearly itemizing expenditures and services delivered the previous month as per the following budget:

July 1, 2021 – June 30, 2022	Monthly Amount	Total Amount
Administrative Oversight		
• Program Coordination	\$1,000	\$12,000
• Peer Ambassadors	\$1,000	\$12,000
Direct Expenditures		
• Devices, Software, Data Plans (Sprint)*	\$760	\$9,120
• Devices, Software, Data Plans (T-Mobile)*	\$250	\$5,400
• Device Hardware, Software, Supplies for Peer Ambassador**	\$500	\$2,400
Operating Expenditures		
• Technology (IT) Support	\$500	\$9,000
TOTAL	\$4,010	\$49,920
*Includes Security and MDM add on’s**laptop, supplies, equipment required to carry out job duties, to date we have been using equipment borrowed from other Clubhouse programs		

G. Technology Supports for Clients

1. Contractor shall submit the corresponding Attachment V Reporting Form for the technology support of tablets, funded by the CARES Act. Contractor's reporting shall include monthly tracking logs as described in Exhibit A – Reporting Activities.
 2. Contractor shall submit the corresponding Attachment V Reporting Form for the technology supports of the cell phones, funded by the MHSA. Contractor's reporting shall include monthly tracking logs as described in Exhibit A – Reporting Activities.
- H. It is anticipated that revenue from the Whole Person Care Grant will 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.
- I. Within forty-five (45) days of expiration of the agreement, Contractor shall provide a final accounting of funds expended in the provision of the contracted services. This accounting report shall be submitted to the BHRS Program Manager.
- J. Contractor shall return any unspent monies with the submission of the final accounting of funds report.
- K. Contractor's annual FY 2021-23 budget is attached and incorporated into this Agreement as Exhibit D.
- L. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.
- M. 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.
- N. 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.
- O. 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.

- P. In the event this Agreement is terminated prior to June 30, 2023, 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.
- Q. 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.
- R. Monthly Invoice and Payment

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 services for which invoice is made. Payment by County to Contractor shall be monthly. Invoices 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. 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. All invoices shall clearly reflect and in reasonable detail give information regarding the services, as described in Exhibit A, for which invoice is made. Invoices may be sent to BHRIS-Contracts-Unit@smcgov.org OR:

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

Contractor shall submit a monthly invoice that includes a list of costs for the prior month per budget category (personnel, admin, program, contracts, etc). If BHRIS is paying in arrears, then the list would be for the prior month. If BHRIS is paying at the beginning of the month, then it would be a two-month delay. The invoice shall include an itemized list of expenses and is subject to approval by the BHRIS Manager.

Contractor shall submit an audited financial statement at the year end.

- S. 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.

T. 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.

U. 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.

V. Cost Report

1. Contractor shall submit to County a year-end cost report no later than ninety (90) days after the expiration date of this Agreement. This report shall be in accordance with the principles and format outlined in the Cost Reporting/Data Collection (CR/DC) Manual. Contractor shall annually have its books of accounts reviewed by a Certified Public Accountant and a copy of said review report shall be submitted along with the Cost Report.
2. If the annual Cost Report provided to County shows that total payment to Contractor exceed the total actual costs for all of the services rendered by Contractor to eligible patients during the reporting period, a single payment in the amount of the contract savings shall be made to County by Contractor, unless otherwise authorized by the Chief of San Mateo County Health or designee.
3. Where discrepancies between costs and charges are found on the Cost Report to County, Contractor shall make a single payment to County when the total charges exceed the total actual costs for all of the services rendered during the reporting period.

W. 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 _____”

*** END OF EXHIBIT B ***

Heart & Soul Master Budget (FY 21-22 & 22-23)

July 1, 2021 to June 30, 2023 (2 Fiscal Years)

	Peer Support/Self Help Services	Seeing Through Stigma
Revenues		
Coaches Groups	\$458,794	\$49,721
Budgeted Revenues	\$458,794	\$49,721

Expenditures Program Direct Staff

Payroll
Payroll Taxes
Health Insurance & Benefits

Total Program Direct Staff

Program Admin & Oversight

Heart and Soul ensures internal communication and regular meetings with SMMC and BHRS Departments and Offices for consistent communication and care coordination, adheres to Quality Management Plan, works with community agencies and stakeholders to support collaborative roles. Allocations can include but not limited to-Indirect Staff Salary Allocation, Liability Insurance

Total Program Admin & Oversight

Program/Direct Expenses

Post-Discharge Peer Support (WRAP books, wellness activities, transportation, vouchers, etc.)
Remote Communications
Mileage Reimbursement

Total Program/Direct Expenses

Operating Expenses

Office Equipment & Expenses

Communications IT-website, internet, cell phones, landline

Rent/Utilities

Contractor Operations: financial services, software oversight,
database updates, training, maintenance, evaluation reporting

Total Operating Expenses

Total Program Budget

July 1, 2021 to June 30, 2022 - Fiscal Year '22

Health & Wellness Services	Heart & Soul		Subtotals	HOPE	Subtotals
	Help@Hand	Main			
	\$49,920	\$558,435		\$726,702	
\$8,295		\$8,295			
\$7,234		\$7,234			
\$15,529	\$49,920		\$573,964		\$726,702

	\$330,000		\$440,000
	\$26,000		\$35,000
	\$80,000		\$70,000
		\$436,000	\$545,000

			\$66,000
			\$66,000

	\$20,000		\$2,500
	\$48,120		
	\$1,800		\$21,600
		\$69,920	\$24,100

	\$3,600		\$1,200
	\$15,000		\$8,400

\$15,600

\$18,000

\$32,000

\$64,000

\$66,200

\$91,600

\$572,120

\$726,700

21 - '22

July 1, 2022 to June 30, 2023

Heart & Soul and HOPE (Combined)	Peer Support/Self Help Services	Seeing Through Stigma	Health & Wellness Services	Heart & Soul Main	Subtotals
	\$458,794	\$49,721		\$508,515	
			\$8,295	\$8,295	
			\$7,234	\$7,234	
\$1,300,666	\$458,794	\$49,721	\$15,529		\$524,044
				\$330,000	
				\$26,000	
				\$80,000	
\$981,000					\$436,000
\$66,000					
				\$20,000	
				\$1,800	
\$94,020					\$21,800
				\$3,600	
				\$15,000	

\$15,600

\$32,000

\$157,800

\$66,200

\$1,298,820

\$524,000

30, 2023 - Fiscal Year '22 - '23 (HOPE ends 12/31/2022)

HOPE (ends 12/31/2022)	Subtotals	Heart & Soul and HOPE (Combined)
------------------------------	-----------	---

\$363,351

	\$363,351	\$887,395
--	------------------	------------------

\$220,000

\$17,500

\$35,000

	\$272,500	\$708,500
--	------------------	------------------

\$33,000

	\$33,000	\$33,000
--	-----------------	-----------------

\$1,250

\$10,800

	\$12,050	\$33,850
--	-----------------	-----------------

\$600

\$4,200

\$9,000

\$32,000

\$45,800

\$112,000

\$363,350

\$887,350

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)

- X 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).

Heart & Soul, Inc.
Name of Contractor

Brian Steuer Digitally signed by Brian Steuer
Date: 2021.07.30 17:04:00 -07'00'

Signature of Authorized Official

Brian Steuer
Name (please print)

Executive Director
Title (please print)

07/23/2021
Date

ATTACHMENT I

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

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

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

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

- a. Has no employees
- b. Employs fewer than 15 persons
- c. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person: **Brian Steuer**

Name of Contractor(s): **Heart & Soul, Inc.**

Street Address or P.O. Box: **1618 Sullivan Avenue, PMB 462**

City, State, Zip Code: **Daly City, CA 94015**

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

Signature: **Brian Steuer** Digitally signed by Brian Steuer
Date: 2021.07.23 22:13:48 -07'00'

Title of Authorized Official: **Executive Director**

Date: **07/23/2021**

*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."



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 HOURS

The 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: 650-232-7426 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, Dependent adult, Client Name Heart and Soul, Inc., MH#, age, (Circle one) Male, Female, Other, Conserved, Dependent adult, 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/Sherif 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

07/23/2021
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

07/23/21
Date

Phone Number

Client Name/MR#

[Empty rectangular box for client information]

ATTACHMENT T

DISASTER AND EMERGENCY RESPONSE PLAN

AGENCY NAME:

ADDRESS:

NAME OF PRIMARY POINT OF CONTACT:

TELEPHONE NUMBER(S):

EMAIL ADDRESS:

LAST UPDATED:

**I. SUUMMARY OF DISASTER AND EMERGENCY RESPONSE PLAN
("PLAN")**

(The Plan summary sets for the major processes, procedures and goals of the Plan, including a general description of the agency's plans for response and recovery in the immediate aftermath of a national, state, or local disaster or emergency and the agency's plans for the continuation of Services under the Agreement during and after the disaster or emergency.)

II. KEY PERSONNEL AND CONTACT INFORMATION

Name/Title	Role in Plan Implementation	Work Phone	Cell Phone	Work Email	Personal Email

III. EMERGENCY RESPONSE PLAN

(Detailed description of the agency's plan to respond to and recover from the emergency. This includes key matters that need to be addressed and acted on immediately in the event of an emergency to ensure the on-going viability of the agency. May include a description of the agency's plans to address leadership/succession, in the event that agency's leaders are unavailable or incapacitated; securing and establishing alternate facilities and equipment in the event that the agency's primary facilities or equipment are unavailable; access to telecommunications and information technology and other matters appropriate to the agency and its mission.)

IV. CONTINUITY OF OPERATIONS

(This is a detailed description of the agency's plan to ensure the ongoing continuation of services under the Agreement during and after a disaster or emergency. Recognizing that each disaster or emergency will be unique and will pose diverse challenges and constraints that may be impossible to fully anticipate, this section should include a description of the agency's plans for ensuring that staff needed to provide the services set forth in the Agreement are available and able to provide the services and that the agency has identified a process for securing the equipment and supplies needed to perform such services. The agency should attempt to identify, to the extent feasible, the additional personnel, equipment and supply costs that it would incur in providing such ongoing continuity of services to the County.)

V. PLAN PRACTICE AND EXERCISING

(The agency should describe its process to ensure that agency staff is informed of, and trained on, the Plan. This may include a general description of the training materials that are prepared and provided to agency staff and any initial and follow-on training that may be provided.)

VI. OTHER MATTERS

(In this section, the agency will discuss other emergency response-related matters unique to the agency and its mission.)

[Agency LOGO]

ATTACHMENT U

SAMPLE

Device User Agreement and Waiver Form

Purpose

The purpose of this agreement is to support the safety and accountability of participants while using devices (phones or tablets) provided by [Agency] for participation in behavioral health treatment and recovery services.

Agreement

- The primary use of the device(s) must be to participate in behavioral health treatment and recovery.
- [Agency] reserves the right to end the data plan service on the device(s) and revoke the device(s) at any time; this could include not participating in any scheduled telehealth appointments or online recovery/support groups as agreed upon.
- Tablet(s) loaned by [Agency], for participation in a time-limited group session for example, must be returned to a staff member when requested.
- Device(s) must never be used when they could pose a security or safety risk.
- Device(s) must never be used while driving a vehicle, operating equipment, or in any situation where using the device may cause an accident.
- Device(s) must never be used for inappropriate activity including illegal or dangerous activities or for purposes of harassment.
- Device(s) must only be used by the individual (client or parent/caregivers of youth clients) to whom it is assigned to by [Agency].
- Improper use of the device(s) will result in loss of privileges for using the device.
- The data plan (internet) service on the device(s) is good for one-year from the date the device(s) is issued, as indicated below. After the one-year ends, unless otherwise communicated by [Agency], individuals can choose to transfer the low-cost data plan service to a personal, non-[Agency] account.
- Lost, stolen, or damaged device(s) must be reported immediately by calling [Agency contact].

By signing this form, you agree to the [Agency] policy governing phone and/or tablet devices provided by the [Agency].

Device Phone Number: _____ Device Received (circle one): Phone / Tablet

[Agency LOGO]

Device Issued to Participant:

Print Name of Client

Participant Signature

Date Issued

Print Name of Staff

Staff Signature

Date

Copy given to client

Device Returned:

Print Name of Participant

Participant Signature

Date

Print Name of Staff

Staff Signature

Date

Copy given to participant

Notes:

Attachment V - Technology Supports – Monthly Reporting Form

DEVICE TRACKING LOGS – CARES Act

Reporting Month: Choose an item.

Client(s) Name (client that received tablet during the reporting month):

1.	14.
2.	15.
3.	16.
4.	17.
5.	18.
6.	19.
7.	20.
8.	21.
9.	22.
10.	23.
11.	24.
12.	25.
13.	26.

Number of devices assigned to support client services on-site (during the reporting month): _____

This section is for devices not given to clients to take home, but rather assigned to support client-related services such as, a shared tablet at residential facility or lobby, to facilitate group sessions, field services, etc.

1.	Tablet used for (service provided):	Tablet primary location/site:	Number of clients served (during the reporting month):
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
11.			
12.			
13.			
14.			
15.			
16.			
17.			
18.			
19.			
20.			

Attachment V - Technology Supports – Monthly Reporting Form

DEVICE TRACKING LOGS – MHSA One-Time Funding

Reporting Month: Choose an item.

Total number of T-Mobile For Government phones ordered: _____

Total number of tablets ordered: _____

Other device accessories purchased to support client participation in services (headphones, screen protectors, device covers, and/or other device accessories)

Type of Accessory Purchased	Units Purchased	\$ Cost per Unit	Total \$Amount
1.			
2.			
3.			
4.			

Clients that received a device (during the reporting month):

Client(s) Name	Type of device received (tablet or phone) and/or accessories
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	
9.	
10.	
11.	
12.	
13.	
14.	
15.	

Number of devices assigned to support client services on-site (during the reporting month): _____

This section is for devices not given to clients to take home, but rather assigned to support client-related services such as, a shared tablet at residential facility or lobby, to facilitate group sessions, field services, etc.

	Tablet used for (service provided):	Tablet primary location/site:	Number of clients served (during the reporting month):
1.			
2.			
3.			
4.			
5.			
6.			