

## **AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PUENTE DE LA COSTA SUR**

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 Puente de la Costa Sur, hereinafter called "Contractor."

\* \* \*

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

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

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

### **1. Exhibits and Attachments**

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

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment E—Fingerprinting Certification

Attachment I—§ 504 Compliance

Attachment T—Disaster and Emergency Response Sample Template

Attachment U—Sample Device user Agreement

Attachment V—Technology Supports for Clients Tracking Form

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

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

### **3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed THREE HUNDRED THIRTY-FIVE THOUSAND

SEVEN HUNDRED SEVENTY-ONE DOLLARS (\$335,771). 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, 2022.

**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: Jason Kimbrough/Clinical Services Manager  
Address: 375 89<sup>th</sup> Street, Daly City, CA 94015  
Telephone: (650) 599-1071



Facsimile: (650) 301-8639  
Email: [jkimbrough@smcgov.org](mailto:jkimbrough@smcgov.org)

In the case of Contractor, to:

Name/Title: Rita Mancera/Executive Director  
Address: 620 North Street, Pescadero, CA 94060  
Telephone: (650) 879-1691  
Facsimile: (650) 879-0973  
Email: [rmancera@mypuente.org](mailto:rmancera@mypuente.org)

**18. Electronic Signature**

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

**19. Payment of Permits/Licenses**

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

\* \* \*

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

COUNTY OF SAN MATEO

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

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

ATTEST:

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

PUENTE DE LA COSTA SUR

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

Date: 10/20/2021

EXHIBIT A – SERVICES  
PUENTE DE LA COSTA SUR  
FY 2021 – 2022

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. Project SUCCESS

Project SUCCESS (Schools Using Coordinated Community Efforts to Strengthen Students), is a research-based program that builds on the findings of other successful prevention programs by using interventions that are effective in reducing risk factors and enhancing protective measures.

1. Project SUCCESS is considered a SAMHSA model program that prevents and reduces substance use and abuse, and associated behavioral issues among high risk, multi-problem youth ages nine to eighteen (9-18). It works by placing highly trained professionals (Project SUCCESS counselors) in the schools to provide a full range of prevention and early intervention services.
2. The San Mateo County Health System has adopted the Search Institute's 40 Developmental Assets as the framework to use when addressing the needs of young people in the community. This strengths-based model works with youth, their families, schools and community to promote the forty (40) internal and external assets needed to build positive self-esteem, the ability to solve problems and build healthy social relationships. Research has shown that youth with high levels of assets over thirty (30) are more likely to succeed academically, maintain good health, and contribute to their community. They are also less likely to engage in risky behaviors such as fighting in school, truancy, and gang membership.

Contractor shall incorporate the forty (40) Developmental Assets into program treatment goals, individual goals and family goals. This strengths-based model works with youth, their families, school and community to promote the forty (40) internal and external assets needed to build positive self-esteem, the ability to solve problems and build healthy social relationships.

3. Mental Health Services Act (MHSA) programs for children and youth will also reflect the following core values:

- a. Services and supports are individualized, built on strengths, and meet the needs of youth and families across the life domains to promote success, safety, and permanency in home, school, and the community.
  - b. The process is culturally competent, building on the unique values, preferences, and strengths of youth, families, and their communities.
  - c. Family is defined to mean relatives, caregivers, peers, friends, and significant others as determined by the individual client.
4. The ethnic/linguistic populations that are emphasized for program services are those that have experienced the greatest disparities in access and services utilization in San Mateo's Behavioral Health and Recovery Services' (BHRS) system. Services should be linguistically and culturally competent and provided, to a substantial degree, by staff from the same ethnic groups as enrollees. To successfully address the targeted populations, the program must incorporate culturally competent elements such as:
- a. A culturally competent service provider or system acknowledges diversity and recognizes its value, is knowledgeable about cultural differences and can provide high quality services adapted to meet unique cultural needs.
  - b. Outreach and engagement strategies are designed to reach diverse communities of at-risk Asian/Pacific Islander, Latino and African American children to be engaged in services.
  - c. Successful services engage and empower children and their families, maximizing the benefits derived from use of culturally appropriate strategies and supports and thus reduce under-utilization of services that puts the youth at-risk of placement in more restrictive settings, including incarceration. Focusing on consumer-generated goals that are culturally relevant empowers youth and their families to engage in services and maintain that engagement.
  - d. Culturally competent services are sensitive to the client's cultural identity, available in the client's primary language and use the natural supports provided by the client's culture and community.
  - e. Goal setting and planning processes are culturally sensitive and build on the youth's and family's cultural community

resources and context. Individual, culturally focused community supports are identified and integrated into planning. Service plans reflect and respect the healers and their healing traditions of each youth and family.

- f. Culturally diverse and culturally informed staff incorporate culturally relevant strategies, including the use of families and extended families to provide natural supports. The use of these culturally relevant strategies also builds youth and family commitment to treatment.
- g. Team members are trained in culturally competent practices. Services are delivered by bilingual, culturally competent staff.

5. Service Model

- a. Project SUCCESS is in SAMHSA's National Registry of Evidence-Based Practices. Information on the program can be located at the following web address:  
[www.nrepp.samhsa.gov/progrfulldetails.asp?PROGRAMID=199](http://www.nrepp.samhsa.gov/progrfulldetails.asp?PROGRAMID=199).
- b. Project SUCCESS counselors use the following intervention strategies: information dissemination, normative and prevention education, problem identification and referral, community-based process and environmental approaches. In addition, resistance and social competency skills, such as communication, decision making, stress and anger management, problem solving, and resisting peer pressure are taught.

The counselors primarily work with adolescents individually and in small groups; conduct large group prevention/education discussions and programs; train and consult on prevention issues with school staff; coordinate with the school; refer students and families needing substance abuse treatment or mental health services in the community and provide follow-up. The following four program components are utilized in Project SUCCESS:

- i. The Prevention Education Series – An Alcohol, Tobacco and Other Drug prevention program conducted by the Project SUCCESS Counselor with small groups of students.
- ii. Individual and Group Counseling – Project SUCCESS counselors conduct time-limited group counseling at school for students following participation in the

Prevention Education Series; individual assessments and individual sessions are provided as needed. There are seven different counseling groups for students to participate in.

- iii. Parent Programs – Project SUCCESS includes parents as collaborative partners in prevention through parent education programs.
- iv. Referral - Students and parents who require treatment, more intensive counseling, or other services are referred to appropriate agencies or practitioners in the community by their Project SUCCESS counselors.

6. The program will operate under policies and procedures that ensure:

- a. Collaboration with all systems of care staff involved with the children and families (e.g., Behavioral Health and Recovery Services, Health Insurance, Child Welfare, Juvenile Justice, and/or Education).
- b. There is support for parents when they have their own mental health or substance abuse needs. The program will facilitate access to services, interfacing with adult Mental Health (MH) or AOD services when family members meet MH and/or AOD criteria or referring them to primary care or community resources.

B. Trauma-informed Co-occurring Services for Youth

Contractor shall provide Trauma-informed Co-occurring Services for Youth. This approach emerged from BHRS and contract providers implementing and piloting prevention and early intervention evidence-based curriculum for youth. The intent of these services is to address trauma and co-occurring substance use issues with youth via culturally relevant evidence-based and/or promising practice programs.

1. Service Approach

- a. *Trauma-informed.* All six key principles of a trauma-informed approach shall be incorporated when serving youth with mental illness and/or co-occurring substance use challenges and their families; safety, trustworthiness and transparency, peer support, collaboration, empowerment and cultural, historical and gender issues.
- b. *Cultural responsiveness.* Culturally responsive services are sensitive to the diverse cultural identity, are delivered by



bilingual/bicultural staff and/or are available in the primary language of clients and use the natural supports provided by the client's culture and community. Outreach and engagement strategies shall be designed to reach diverse communities.

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

## 2. Staffing

- a. Executive Director: Contractor will assign 1.2% time of existing staff to provide vision and direction.
- b. Program Director: Contractor will assign 0.5% of existing staff to provide programmatic oversight.
- c. Clinical Director: Contractor will assign 7% time of existing staff to manage the grant, provide supervision and participate in aspects of the project.
- d. Associate Social Workers (2): Contractor will assign 5.4% of time of existing staff to facilitate the MBSAT groups.
- e. Data Entry Associate: Contractor will assign 5.8% of time of existing staff to collect and enter data into the system.
- f. Staff coverage: Contractors will ensure that each MBSAT group has a ratio of at least 1 facilitator for every 8 youth – 1:4 when staffing allows – and efforts will be made to have a secondary facilitator for each group.
  - i. Should the primary and secondary facilitator be unable to facilitate, the program manager will provide coverage.

- ii. Contractor will also encourage other youth programs within the agency to train their clinicians in MBSAT and use this program, should they need to assist with group services.
  - g. Staff supervision: Contractor will ensure that staff supervision occur on a weekly basis and as needed. The Clinical Director will meet with the clinicians on staff on a weekly basis.
  - h. Staff training: Contractor will ensure that program staff complete 20 hours of training per year including the
    - i. 6-hour MBSAT training;
    - ii. 3-hour Trauma 101 training;
    - iii. Contractor will provide inhouse trainings on topics of HIPAA, Cultural Humility, Sexual Orientation and Gender Identity (SOGI), Trauma-Informed Care, as well as additional topics such as Question Persuade Refer (QPR), and group facilitation.
    - iv. Contractor will seek opportunities to become trainers in all required courses to build internal capacity in each agency to deliver all future trainings.
3. Target population

The Contractor will target youth and transitional age youth (TAY) ages 15-25 who are at greatest risk for adverse childhood experiences and generational trauma. This program will target youth in the communities of Pescadero, La Honda, Loma Mar and San Gregorio who are largely marginalized, low-income, Latinos, agricultural workers of children of agricultural workers, and immigrants from Mexico and Central America.

a. Recruitment

Contractor will conduct recruitment of individuals through their partnership with the La Honda-Pescadero Unified School District (LHPUSD). Students will be referred by teachers, administrators as well as self-referral. Students ages 15-18 will be recruited through this partnership, and youth 18-25 who are out of school will be recruited via other Puente programs and BHRS.

4. Services

The services provided will consist of three required components; Group-Based Intervention; Community Engagement; and Social Determinants of Health (SDOH) Screening and Referrals.

- a. Group-Based Intervention – Mindfulness-Based Substance Abuse Treatment (MBSAT)
  - i. Contractor will utilize the MBSAT curriculum, which integrates best practices from the fields of mindfulness, psychotherapy, and substance use reliance treatment as applied to working with adolescents. MBSAT is a manualized intervention that provides guidance on mindfulness meditation, informal mindfulness activities, and substance use education and relapse-prevention strategies over the course of 12 sessions. The goals are to increase emotional awareness, improve insight into substance use, learn about the consequences of substance use and decrease impulsive behaviors.
  - ii. Contractor will ensure that staff delivering the MBSAT curriculum have completed appropriate training/certification required to deliver the services.
  - iii. Contractor will develop a process for selection of facilitator staff that will deliver the curriculum and a training plan that addresses training maintenance in the case of staff turnover. Key qualities of facilitators of mindfulness-based interventions includes authenticity in terms of self-awareness, commitment to daily mindfulness practices and genuine interest in participants to develop positive rapport and relationships. Clinical licensure or license-eligible (e.g. ACSW, AMFT) is preferred but not required.
  - iv. Contractor will facilitate six (2) cohorts of group-based interventions per year, which will consist of at least eight (8) sessions and up to twelve (12) sessions per cohort. One additional (1) session will be conducted in collaboration with BHRS to present on youth community engagement opportunities.
  - v. Sixteen (16) youth per year, an average of eight (8) youth per cohort, will complete at least eight (8) MBSAT sessions. Contractor shall recruit more than 8 youth per cohort to account for attrition.
  - vi. Provide stipends, refreshments and/or incentives as needed to encourage participation. Refreshments should follow healthy food guidelines, limiting salt, saturated and trans fats and added sugars.

- vii. Cohorts will be conducted in the La Honda-Pescadero Unified School District (LHPUSD) at Pescadero High School.
  - b. Community Engagement
    - i. Contractor will provide four (4) foundational trauma-informed 101 training for adults and other members of the community that interact with the youth participants (parents, teachers, probation officers, service providers, community, etc.) to create trauma-informed supports for youth.
    - ii. Childcare, refreshments and/or incentives will be provided as needed to encourage participation.
    - iii. Referrals/resources will be provided to adult participants as appropriate.
    - iv. Contractor will work in collaboration with BHRS staff to connect and support warm handoff of interested cohort youth to leadership engagement opportunities provided through the Office of Diversity and Equity (ODE) Health Ambassador Program for Youth and Alcohol and Other Drug (AOD) youth prevention programs.
  - c. SDOH Screening and Referrals
    - i. Contractor will screen youth participants at intake for social determinants of health impacts to support appropriate referrals and identifying community-based social service resources and social needs and/or gaps.
    - ii. A screening tool will be developed by BHRS in collaboration with the Contractor.
    - iii. Linkages/referrals, including warm hand-offs to appropriate agencies will be provided to address youth' social needs.
    - iv. Linkages/referrals to BHRS will be provided for individuals who may need more extensive mental health and/or substance use treatment.

## 5. Reporting and Evaluation

The program will be evaluated for implementation according to contract terms, to ensure the program is achieving desired impact, satisfaction of services from clients, families, and/or communities, responsiveness to target populations, and success, challenges and areas of improvement. Contractor will support the following tracking, reporting and evaluation activities:

#### Tracking Logs:

- a. Cohort implementation – Contractor will track cohort characteristics including, but not limited to:
  - i. total number of sessions conducted per cohort,
  - ii. number of participants enrolled in cohort,
  - iii. number completing all sessions and overall attendance rate
- b. Community engagement services – Contractors will track the following:
  - i. adults engaged in foundational trauma-informed 101 training,
  - ii. demographics of adult participants
  - iii. number of youths successfully linked to youth engagement activities (participated in capacity building activities).
- c. SDOH Screening and Referrals – Contractors will track referrals made to behavioral health, social service needs, including medical.

#### Evaluation

- a. Contractor will work with BHRS to develop a pre- and post-cohort survey to assess, internal strengths and external supports across several contexts of youths' lives: personal, peers, family, school, and community. Other information that will be collected include, but not limited to:
  - i. SDOH screening results and linkages made.
  - ii. Demographics of youth participants.
  - iii. Youth success stories.
  - iv. Satisfaction surveys with youth and trauma-informed 101 training participants to measure satisfaction with service provision.
- b. Contractor will participate and support the facilitation of any additional evaluation activities as determined by BHRS (e.g. focus groups and/or key interviews).

#### Reporting Activities

- a. Contractors will submit all Tracking Logs as described above monthly to the BHRS program manager.

- b. Contractors will participate in regular monitoring check-ins with the BHRS program manager to identify challenges and areas of improvement and highlight successes, and annual reporting narratives capturing these factors.
- c. Evaluation data collected including youth demographics, SDOH screening and referral outcomes will be data entered into an online survey portal(s) provided by BHRS.
- d. Contractor will submit a year-end report due by the fifteenth (15<sup>th</sup>) of August and submitted to the BHRS program manager and the MHSA Manager.

C. 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-five (25) tablets with a one-year data plan subscription for Contractor to support client participation in services. Additionally, Contractor received FOURTEEN THOUSAND SEVEN HUNDRED NINETY DOLLARS (\$14,790) MHSA one-time funding to purchase up to fifty (50) 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.

## D. 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. 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.

### 3. 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) Mental Health Providers shall document in accordance with the BHRS Documentation Manual located online at: <http://www.smchealth.org/sites/default/files/docs/BHRS/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.

### 4. Audits

Behavioral Health and Recovery Services QM will conduct regular chart audits of Contractors. Contractor is required to provide either the original or copies of charts, including all documentation upon request. The Department of Health Care Services and other regulatory agencies conduct regular audits of the clinical services provided by BHRS and Contractors requiring submission of charts as requested. Contractor is required to provide all necessary documentation for external audits and reviews within the stated timeline.

### 5. 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.

6. Beneficiary Brochure and Provider Lists

Contractor must provide Medi-Cal beneficiaries new to BHRS with a beneficiary brochure at the time of their first mental health service from the Contractor. Contractors are required to be aware of and make available to BHRS Medi-Cal clients all mandatory postings listed at this website <http://www.smchealth.org/bhrs/providers/mandpost>.

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 F – Agency/Group Credentialing Information will be included in the contract packet. Contractor must complete Attachment F and return it along with all other contract forms.

b. Credentialing Check – Monthly

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

11. Compliance Plan and Code of Conduct

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

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

12. Fingerprint Compliance

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

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

13. Staff Termination

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

14. Minimum Staffing Requirements

Contractor shall have on file job descriptions (including minimum qualifications for employment and duties performed) for all personnel whose salaries, wages, and benefits are reimbursable in whole or in

part under this Agreement. Contractor agrees to submit any material changes in such duties or minimum qualifications to County prior to implementing such changes or employing persons who do not meet the minimum qualifications currently on file. Contractor service personnel shall be direct employees, contractors, volunteers, or training status persons.

C. Cultural Competency

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

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

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

other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.

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

#### A. Project SUCCESS

Goal: Increase coping skills by students who complete their participation in Project SUCCESS groups, as reflected in an increase in their internal assets (a composite measure of five

critical coping skills) from prior to participation to after participation.

Objective 1: Seventy-five percent (75%) of students who complete their participation in Project SUCCESS groups will increase their coping skills as reflected in an increase in their internal assets (a composite measure of five critical coping skills) from prior to participation in Project SUCCESS to after participation.

Objective 2: Fifty (50) student in grades 5-12 will participate in and will complete the eight (8) week Project SUCCESS groups with at least forty-five (45) completing both the pre and post Development Asset Profile.

Objective 3: One hundred fifty (150) students and family members will participate healthy dating, parent education, Zumba, individual counseling or other prevention services that either serve as a gateway to Project SUCCESS or extension of that work. Satisfaction measures will indicate that over eighty percent (80%) of participants would recommend the program in which they participated.

B. Trauma-informed Co-occurring Services for Youth

Goal: Increase emotional awareness, improve insight into substance use, learn about the consequences of substance use and decrease impulsive behaviors.

Objective: Increase emotional regulation in eighty (80%) of TAY participants that have completed the program.

\*\*\* END OF EXHIBIT A \*\*\*

EXHIBIT B – PAYMENTS AND RATES  
PUENTE DE LA COSTA SUR  
FY 2021 – 2022

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

I. PAYMENTS

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 THREE HUNDRED THIRTY-FIVE THOUSAND SEVEN HUNDRED SEVENTY-ONE DOLLARS (\$335,771).

B. Project SUCCESS

Contractor shall be paid a total of THREE HUNDRED FIVE THOUSAND SEVEN HUNDRED SEVENTY-ONE DOLLARS (\$305,771) for Project SUCCESS services as described in Paragraph A of Exhibit A of this Agreement. Contractor will be paid one-twelfth (1/12th) of the maximum amount per month or TWENTY-FIVE THOUSAND FOUR HUNDRED EIGHTY-ONE DOLLARS (\$25,481).

C. Trauma-informed Co-occurring Services for Youth

Contractor shall be paid a total of THIRTY-THOUSAND DOLLARS (\$30,000) for Trauma-informed Co-occurring Services for Youth as described in Paragraph B of Exhibit A.

1. Contractor shall submit monthly invoices for reimbursement, which will include an itemized list of services provided as per the attached budget, and subject to approval by the BHRS Manager.
2. Payments shall be made for actual costs and shall be paid monthly following receipt of invoice by Contractor.

D. 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.
- E. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.
- F. 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.
- G. The Chief of San Mateo County Health or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.
- H. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
- I. In the event this Agreement is terminated prior to June 30, 2022, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of San Mateo County Health or designee.
- J. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.
- K. Monthly Invoice and Payment
1. Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize direct and indirect services (if

applicable) for which claim is made.

a. Direct Services/Claims

Completed Service Reporting Forms or an electronic services file will accompany the invoice and provide back-up detail for the invoiced services. The Service Reporting Forms will be provided by County, or be in a County approved format, and will be completed by Contractor according to the instructions accompanying the Service Reporting Forms. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary. The electronic services file shall be in the County approved Avatar record format.

b. Indirect Services/Claims

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

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

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

- L. 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.

M. 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.

N. 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.

O. 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 \*\*\*

## ATTACHMENT E

### FINGERPRINTING CERTIFICATION

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

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

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

Puente de la Costa Sur  
Name of Contractor

Rita Mancera  
Signature of Authorized Official

Rita Mancera  
Name (please print)

Executive Director  
Title (please print)

10/18/2021  
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 or b)

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

Name of 504 Person:

Rita Mancera

Name of Contractor(s):

Puente de la Costa Sur

Street Address or P.O. Box:

620 North Street

City, State, Zip Code:

Pescadero, CA 94060

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

Signature:

Rita Mancera

Title of Authorized Official:

Executive Director

Date:

10/18/2021

\*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."

[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.			