

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

THIS AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and One East Palo Alto, hereinafter called "Contractor";

**W I T N E S S E T H:**

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

WHEREAS, the parties entered into an Agreement for consultation and outreach and engagement services on June 24, 2008; and

WHEREAS, the parties wish to amend the Agreement to add multi-cultural services and to increase funding for outreach services, increasing the maximum obligation by \$182,585 to a new maximum of \$321,395 with no change to the Agreement term;

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

1. Paragraph 1. Exhibits and Attachments is hereby deleted and replaced with the Paragraph 1. Exhibits and Attachments below:  
Exhibit A—Services  
Exhibit B—Payments and rates  
Exhibit C—Contractor Budget for Multi-Cultural Center Services  
Attachment H—HIPAA Business Associate requirements  
Attachment I—§ 504 Compliance
2. Paragraph 3. Payments is hereby deleted and replaced with the Paragraph 3. Payments below:  
In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed THREE HUNDRED TWENTY-ONE THOUSAND THREE HUNDRED NINETY-FIVE DOLLARS (\$321,395).
3. The original Exhibit A is replaced with revised Exhibit A attached hereto.

4. The original Exhibit B is replaced with revised Exhibit B attached hereto.
5. All other terms and conditions of the Agreement dated June 24, 2008, between the County and Contractor shall remain in full force and effect.

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

COUNTY OF SAN MATEO

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

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

ATTEST:

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

One East Palo Alto

  
Contractor's Signature  
Date: 9/25/08

ONE EAST PALO ALTO  
FY 2008- 2009  
Exhibit "A"

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

I. East Palo Alto Mental Health Community Advisory Group

A. Service Goals

1. Develop and support East Palo Alto (EPA) Mental Health Community Advisory Group. The purpose of this Group shall be to increase community engagement in order to improve access to and design of mental health services.
2. Provide technical and consultative assistance to Behavioral Health and Recovery Services (BHRS) staff in initiatives to increase community education activities and integration of mental health services with other community organizations. Other community organizations shall include service providers, social and community development organizations, including the faith community.

B. Services

1. Develop EPA Mental Health Community Advisory Group ("Group")

Group activities will include, but not be limited to:

- a. Community Outreach and Access (marketing and publicity, including translation). Conduct phone, email and in-person contacts with actual and prospective EPAMHAG members/participants to encourage their attendance at and involvement in at least seven (7) EPAMHAG regular monthly meetings, at least nine (9) joint EPAMHAG/BHRS regular monthly meetings, at least two (2) special EPAMHAG-led project and/or event planning sessions, and at least one (1) EPAMHAG representation in County-wide BHRS and/or Mental Health Board functions.
- b. Identify, recruit, select and finalize Group membership. Conduct recruitment activities needed to increase EPAMHAG members by at least five (5) EPA residents and stakeholders annually.

- c. Define Group roles and establish work plan in collaboration with BHRS. Develop one (1) comprehensive workplan that specifies tasks to be completed during the contract year that address at least one (1) of the following work focus areas: follow up on October 2007 awareness night via meeting, workshop or event; bring mental health awareness to schools; explore establishing a drop-in center for transition age youth; strengthening connections to faith community; creating a community input system using suggestion boxes placed in various locations; outreaching to and creating a place for disconnected individuals who don't want to be identified.
- d. Conduct training and team building activities to strengthen Group effectiveness. Conduct at least one (1) training session for EPAMHAG members and other interested stakeholders.
- e. Convene and coordinate Group meetings. Conduct meeting management and documentation tasks for at least seven (7) EPAMHAG regular monthly meetings, at least nine (9) joint EPAMHAG/BHRS regular monthly meetings, at least two (2) special EPAMHAG-led project and/or event planning sessions, and at least one (1) EPAMHAG representation in County-wide BHRS and/or Mental Health Board functions.
  - i. Meeting management (planning / scheduling / agenda-setting, hospitality and materials preparation, including translation). Conduct meeting management tasks for at least seven (7) EPAMHAG regular monthly meetings and at least nine (9) joint EPAMHAG/BHRS regular monthly meetings (BHRS) participants, as well as preparation for at least two (2) special EPAMHAG-led project and/or event planning sessions and at least one (1) EPAMHAG representations in County-wide BHRS and/or Mental Health Board functions.

- ii. Pre- and post-meeting documentation and reporting activities. Create and reproduce agenda and notes for at least seven (7) EPAMHAG regular monthly meetings and at least nine (9) joint EPAMHAG/BHRS regular monthly meetings; create planning, workplan and progress update documents for at least two (2) special EPAMHAG-led project and/or event planning sessions.
  - f. Promote increased EPA resident participation in County-wide mental health functions and decision-making processes. Conduct at least one (1) letter campaign and one (1) email campaign with actual and prospective EPAMHAG members and partner organizations.
  - g. Manage remuneration mechanism for Group participants. Create one (1) consumer and other stakeholder remuneration mechanism with specified purposes in consultation with San Mateo County BHRS; do consumer and other stakeholder remuneration request intake and processing as needed; distribute consumer and other stakeholder remuneration payments as appropriate.
2. Promote and facilitate EPA resident input into development of Mental Health Services Act (MHSA) funded services and other Mental Health program initiatives. Conduct phone, email and in-person contacts with at least 10 actual and prospective EPAMHAG members and other stakeholders to secure commitments to participate in a number of activities.

Activities will include, but not be limited to:

- a. Facilitate EPA resident input into Request for Proposals (RFP) processes and content for selected funding areas in the County's MHSA proposal. (e.g., Cultural Navigators, school). Attend at least two (2) meetings with actual and prospective EPAMHAG members and other stakeholders and San Mateo County BHRS representatives to provide input into BHRS RFP processes for MHSA funding.
- b. Coordinate EPA resident feedback for smaller, culture-specific RFPs, as requested. Gather input from at least five (5) actual and prospective EPAMHAG members and other stakeholders to inform BHRS smaller, culture-specific MHSA RFPs as requested.

- c. Provide consultation regarding the development of a mental health multi-cultural consumer and family center to be located in EPA. Attend at least six (6) meetings of the advisory group for the East Palo Alto Multicultural Self-Help/Wellness Center; provide resident input to at least two Wellness Center discussions and decision-making processes or as requested.
- 3. Develop education materials for and conduct outreach to residents regarding mental health education and awareness. Create education materials for at least two (2) special EPAMHAG-led projects and/or event planning sessions. Activities may include, but not be limited to the following:
  - a. Marketing. Create at least 5000 flyers and 10 large signs for at least two (2) special EPAMHAG-led projects and/or events.
  - b. Publicity. Conduct mass mailing and email campaigns for at least two (2) special EPAMHAG-led projects and/or events.
  - c. Facilitation. Contract with consultants to facilitate discussion and/or training for at least two (2) special EPAMHAG-led projects and/or events.
  - d. Translation. Arrange multilingual translation of written materials and simultaneous translation of verbal presentations for at least two (2) special EPAMHAG-led projects and/or events.
  - e. Hospitality and facilities expenses. Make catering and facilities & equipment usage arrangements for at least two (2) special EPAMHAG-led projects and/or events

## II. Community Outreach and Engagement Program

### A. Introduction

1. Contractor shall provide community outreach and engagement services ("Outreach Program") in order to increase access and improve linkage to mental health services for underserved residents of the East Palo Alto (EPA) region. These services shall be provided by the East Palo Alto Partnership for Mental Health Outreach ("EPAPMHO"), a partnership of One East Palo Alto ("OEPA"), El Concilio of San Mateo County ("ECSMC"), For Youth by Youth ("FYBY"), and Free At Last ("FAL"). EPAPMHO operations shall be guided by and subject to a Memorandum of Understanding between all partnership members.
2. All EPAPMHO partner services provided through this Agreement shall be provided in compliance with the Health Insurance Portability and Accountability Act (HIPAA).
3. OEPA shall provide fiscal and management oversight of the Outreach Program. OEPA shall subcontract with other EPAPMHO partners for the provision of services as described herein.
4. The objective of these services is to identify and engage individuals who are currently underserved and need mental health services. Outreach services shall target primarily Latino, African American and Pacific Islander populations of all ages to identify individuals who are currently under-served and who require a range of mental health services. Outreach services shall be provided with cultural and linguistic competency appropriate for these named populations.
5. The Outreach Program is the result of a series of outreach and planning discussions that occurred to identify the issues and barriers that prevent community member in the East Palo Alto ("EPA") region from obtaining mental health treatment and to make recommendations to address such issues and barriers. Resources made available through San Mateo County's approved MHSA Plan have provided an opportunity for some of the recommendations to be implemented in FY 2006-07 and FY 2007-08.

### B. Outreach Program

#### 1. Staffing

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

i. OEPA staff

- a) Executive Director
- b) Community Organizer
- c) Community Organizer

ii. ECSMC staff

- a) Associate Agency Director, supervisor of agency team
- b) MIS/Technology Coordinator
- c) Program Manager of Emergency Services Partnership
- d) Caseworker (2)

iii. FYBY staff

President and Director of Aftercare

iv. FAL staff

- a) Executive Director
- b) Chief Executive Officer
- c) Outreach workers (6)

b. Additional subcontractors may provide services under this contract with the approval of the Mental Health Director or designee.

## 2. Outreach Services

a. ECSMC shall:

- i. Incorporate mental health information and education into existing Core services, and education and health promotion programs.
- ii. Collaborate with Nuestra Casa to outreach and provide mental health information to Latino ESL and parent participants.
- iii. Provide mental health information and education services to one hundred (100) ECSMC clients.
- iv. Refer fifty (50) ECSMC clients to BHRS through collaboration with Nuestra Casa.

b. FYBY shall:

- i. Incorporate mental health information and education into current Aftercare/Navigating services.
  - ii. Identify FYBY Aftercare/Navigating clients in need of mental health referral and education through Probation referrals and contacts with FYBY clients at Youth Campus.
  - iii. Provide mental health information and education services to thirty (30) FYBY clients.
- c. FAL shall:
  - i. Assess clients need for mental health education/referral in all client settings.
  - ii. Refer forty (40) FAL clients to BHRS.
  - iii. Provide mental health information and education services to sixty (60) FAL clients.
- d. OEPA shall conduct community canvassing and other publicity activities in conjunction with other community events to publicize outreach efforts.

### 3. Outreach Worker Duties – all partners

The Outreach Worker shall:

- a. Give presentations and distribute information about how to access services;
- b. Personally assist potential clients in taking steps to connect with mental health services;
- c. Be a member of East Palo Alto clinic “team” and participate in the ongoing change process to make services more accessible; and
- d. As requested by County, attend weekly East Palo Alto Mental Health Services clinic staff meetings and participate with staff in outreach activities and in mental health trainings. As requested by County, all Outreach Workers participating in such clinic staff meetings shall sign and comply with an Oath of Confidentiality, as provided by County.

### 4. Staff Training

EPAPMHO partners outreach workers shall participate in training provided and/or sponsored by County BHRS related to outreach services provided through this agreement. Training topics may include orientation to County BHRS and confidentiality and HIPAA compliance. Trainings shall be scheduled at such times that are mutually agreeable to EPAPMHO partners and County.

### III. Translation Services

During the performance of services provided through this Agreement, Contractor shall provide translation/interpretation services to the residents of East Palo Alto as needed.

### IV. Multi-Cultural Center Services

#### A. Start-Up Period

The start-up period shall be a maximum of four months. During the start-up period the contractor will accomplish the following tasks.

##### 1. Locate space for the Multi-Cultural Center (MCC).

Contractor shall locate a site in East Palo Alto suitable for the MCC. The selected location will have adequate space to serve a minimum of 25 people at a time, and be a clean and safe environment for the MCC. The site will be located near public transportation and be accessible to adults and youth with mental illness and family and community members who provide support to people with mental illness.

##### 2. Prepare the space for client use.

##### 3. Provide MCC Personnel

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

##### 4. Staff Training

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

- a. Wellness Recovery Action Planning (WRAP)
- b. Illness Management Recovery Toolkit
- c. Triage
- d. Referral processes for acute services
- e. Other topics identified by Contractor and BHRS

B. Advisory Committee

The MCC shall utilize the EPA Multicultural Wellness/Recovery Advisory Committee (MWRAC) to allow community input into the development and subsequent on-going operation of the MCC. The MWRAC will provide recommendations for service enhancement.

Contractor will provide progress reports to the MWRAC monthly during the start-up period.

Contractor will designate a representative to attend the monthly MWRAC meetings and act as a liaison to the contractor.

C. Services

1. Multicultural Environment

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

2. Multicultural Events

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

3. MCC Program Services

MCC will offer an array of services and activities that may include, but not be limited to:

- a. peer support

- b. information and referral to social and community services
- c. wellness recovery action planning
- d. folk medicine and cultural healing
- e. informal recreational activities such as table tennis, billiards, and foosball
- f. cultural specific community meals
- g. health, exercise and nutrition
- h. arts in culture
- i. social activities
- j. member meetings

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

Program services shall be designed to meet the needs of both consumers and family members. The design model shall include the following: 1) time periods and programming at the MCC devoted exclusively to consumers; 2) time periods and programming at the MCC devoted exclusively to family members; and 3) time periods and programming devoted to both groups. As requested, program services shall be provided respecting the privacy and boundaries of the consumer member in relationship to family member(s).

#### 4. Consumer Advocacy Committee

Contractor shall collaborate with BHRS in developing a Consumer Advocacy Committee (CAC) to explore mental behavioral health service topics as they relate to quality of life. CAC members will be provided training about mental health and advocacy. It is expected that MCC members interested in filling an Advocate position within the mental health service community will be prepared and supported through the CAC.

#### 5. Admission and Discharge Process

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

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

- a. Member name
- b. Family member(s) name(s) address and phone number for each name, emergency contact information for each name
- c. Referral source (agency, staff name and phone number if available)
- d. Race and/or ethnicity
- e. Preferred language(s) spoken

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

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

#### 6. Projected Capacity and Length of Stay

The MCC shall have the capacity to serve a minimum of 25 people at a time.

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

#### D. Service Delivery Tracking and Reporting

MCC members and their family members will sign in and out for each visit. The sign in/out sheet will include name, time in and time out. Contractor shall collect member attendance data for all scheduled MCC activities.

#### V. Reporting / Goals and Objectives

A. Community Outreach and Engagement Program Services

1. Reporting

Contractor shall provide the County with complete outreach forms monthly for scanning into BHRS database. In the event that Contractor does not use BHRS outreach forms, Contractor shall provide monthly electronic file containing:

- a. count of outreach contacts
- b. ethnicity of people contacted
- c. language of people contacted
- d. location of outreach activities
- e. number of referrals to BHRS

2. Referral Process

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

3. Performance Objectives

- a. Contractor shall provide mental health information and education services to one hundred ninety (190) clients.

Data collected by Contractor and provided to BHRS

- b. Contractor shall refer ninety (90) clients to BHRS.

Data collected by Contractor and provided to BHRS

B. MCC Services

1. Reporting

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

- a. Number of unduplicated client (UDC) members served, per month
- b. Number of UDC family members served per month
- c. Total MCC visits per month
- d. Subject and duration of all groups offered per month

- e. Number of attendees at each group
- f. Subject and duration of all events offered per month
- g. Number of attendees at each event
- h. Subject and duration of all workshops offered per month
- i. Number of attendees at each workshop

2. Performance Objectives

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

Data shall be collected by County with assistance from Contractor.

ONE EAST PALO ALTO  
FY 2008- 2009  
Exhibit "B"

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

I. EPA Mental Health Community Advisory Group Services

- A. Contractor shall be compensated at a rate of ONE HUNDRED FIFTY DOLLARS (\$150) per hour for services provided by Contractor's Executive Director. Any and all costs related to services provided through Paragraph I. of Exhibit A shall be included in these hourly rates. BHRS may provide additional separate funding for participants in the Group.
- B. In any event, the maximum amount County shall be obligated to pay for services rendered under Paragraph I. of Exhibit A shall not exceed TWENTY-FIVE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$25,750) for the period of July 1, 2008 through June 30, 2009.

II. Community Outreach and Engagement Program

For services provided as described in Paragraph II. of Exhibit A contractor shall be paid as described following.

A. Personnel and Operating Costs

For the period of July 1, 2008 through June 30, 2009 the total amount due to Contractor for personnel and operating costs shall not exceed ONE HUNDRED FORTY-FOUR THOUSAND FIVE HUNDRED SIXTY DOLLARS (\$144,560).

- 1. For the period of July 1, 2008 through December 31, 2008 Contractor shall be paid monthly payments of NINE THOUSAND THREE HUNDRED EIGHTY DOLLARS (\$9,380).
- 2. For the period of January 1, 2009 through May 31, 2009 Contractor shall be paid monthly payments of FOURTEEN THOUSAND SEVEN HUNDRED THIRTEEN DOLLARS (\$14,713).
- 3. For the period of June 1, 2009 through June 3, 2009 Contractor shall be paid monthly payments of FOURTEEN THOUSAND SEVEN HUNDRED FIFTEEN DOLLARS (\$14,715).

B. Translation Services

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

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

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

III. Multi-Cultural Center (MCC) Services

For services provided as described in Paragraph IV. of Exhibit A contractor shall be paid as described following.

A. An initial one-time payment of TWENTY-EIGHT THOUSAND SIX HUNDRED DOLLARS (\$28,600) shall be made to Contractor for equipment and supplies. Payment shall be made upon receipt of invoice from Contractor. Purchase of equipment and supplies shall be made by Contractor in accordance with Exhibit C (Contractor Budget for MCC services). Contractor shall provide documentation of purchases to BHRS. If the payment to Contractor exceeds the actual costs for equipment and supplies, Contractor may request that unspent funds be reallocated to a different budget category. Such reallocation shall be subject to approval by the Director of Health or designee.

B. Personnel and Operating Costs

1. For the period of November 1, 2008 through May 31, 2009 Contractor shall be paid monthly payments of up to FIFTEEN THOUSAND TWO HUNDRED FORTY-EIGHT DOLLARS (\$15,248).
2. For the period of June 1, 2009 through June 30, 2009 Contractor shall be paid a monthly payment of up to FIFTEEN THOUSAND TWO HUNDRED FORTY-NINE DOLLARS (\$15,249).

3. Monthly payments shall be made upon receipt of invoice from Contractor, and may be made in advance of the month of service. After the first month invoices shall include reporting of actual costs for the prior month. Reporting of actual costs shall be in a format approved by BHRS.

In the event that actual costs for a month are less than the amount of the advance payment, the unused amount shall be applied to payment for the following month. The invoiced amount for the following month shall be the maximum allowed amount less the unused amount from the prior month.

4. The total amount due to Contractor for personnel and operating costs shall not exceed ONE HUNDRED TWENTY-ONE THOUSAND NINE HUNDRED EIGHTY-FIVE DOLLARS (\$121,985).

C. MCC Maximum Obligation

In any event, the maximum amount County shall be obligated to pay for services rendered under Paragraph IV. of Exhibit A shall not exceed ONE HUNDRED FIFTY THOUSAND ONE HUNDRED EIGHTY-THREE DOLLARS (\$150,583) for the period of November 1, 2008 through June 30, 2009. Payment for these services shall be subject to availability of State funding.

IV. Monthly Invoicing

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

V. Agreement Maximum

In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed THREE HUNDRED TWENTY-ONE THOUSAND THREE HUNDRED NINETY-FIVE DOLLARS (\$321,395).

- VI. Contractor's annual 2008-09 Budget for MCC services is attached and incorporated into this Agreement as Exhibit C. Budget modifications may be approved by the Director of Health or designee, subject to the maximum amount for MCC services set forth in Paragraph III.C of this Exhibit B.

- VII. The Director of Health or the Director's 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.
- VIII. 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 Director of Health or designee.
- IX. If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, and this Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 4 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.
- X. In the event this Agreement is terminated prior to June 30, 2009, the Contractor shall be paid for services already provided pursuant to this Agreement.
- XI. Claims Certification and Program Integrity

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

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

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

Executed at \_\_\_\_\_, California, on \_\_\_\_\_, 200\_\_

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

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

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

XIII. Rollover

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

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

**Section 4. Financial Summary --Budget for One East Palo Alto's (OEPA) Proposal to Develop/Operate  
The Barbara A. Mouton Multicultural Wellness Center**

	9/15/08-6/30/09		7/1/09-6/30/10		Other Sources	
	BHRS Share	Other Sources	BHRS Share	Other Sources	BHRS Share	Other Sources
<b>Personnel</b>						
<b>Salaries &amp; Wages</b>						
<b>The Center [X 7 mths, 9/09-6/09]</b>						
Consumer Provider 0.75 FTE @ \$30K/year X 7 mths	\$ 17,500.00	\$ -	\$ 17,500.00	\$ 27,900.00	\$ 27,900.00	\$ -
Family Member Provider 0.75 FTE @ \$40K/year X 7 mths	\$ 17,500.00	\$ -	\$ 17,500.00	\$ 27,900.00	\$ 27,900.00	\$ -
Administrative Assistant 0.75 FTE @ \$22.5K/year X 7 mths	\$ 13,125.00	\$ -	\$ 13,125.00	\$ 20,500.00	\$ 20,000.00	\$ -
Subtotal Center Salaries	\$ 48,125.00	\$ -	\$ 48,125.00	\$ 76,300.00	\$ 76,300.00	\$ -
Benefits @ 14%	\$ 6,737.50	\$ -	\$ 6,737.50	\$ 10,682.00	\$ 10,682.00	\$ -
Subtotal Center Personnel	\$ 54,862.50	\$ -	\$ 54,862.50	\$ 86,982.00	\$ 86,982.00	\$ -
<b>OEPA</b>						
Executive Director @ 15% X 9 months	\$ 10,687.50	\$ 8,487.50	\$ 2,200.00	\$ 2,933.33	\$ 11,316.67	
Coordinator of Programs @ 18% X 9 mths	\$ 7,425.00	\$ 4,625.00	\$ 2,800.00	\$ 3,733.33	\$ 6,166.67	
Community Organizer @ 10% X 9 mths	\$ 3,900.00	\$ 2,400.00	\$ 1,500.00	\$ 2,000.00	\$ 3,200.00	
Subtotal OEPA Salaries	\$ 22,012.50	\$ 15,512.50	\$ 6,500.00	\$ 8,666.67	\$ 20,683.33	
Benefits @ 28%	\$ 6,163.50	\$ 4,343.50	\$ 1,820.00	\$ 1,213.33	\$ 2,895.67	
Subtotal OEPA Personnel	\$ 28,176.00	\$ 19,856.00	\$ 8,320.00	\$ 9,880.00	\$ 23,579.00	
<b>Subtotal Center and OEPA Personnel</b>	<b>\$ 83,038.50</b>	<b>\$ 19,856.00</b>	<b>\$ 63,182.50</b>	<b>\$ 120,441.00</b>	<b>\$ 96,862.00</b>	<b>\$ 23,579.00</b>
<b>Operating Costs [X 9mths, 9/08-6/09]</b>						
Rent 2600 sq. feet @ \$1.50/sq.ft X 9 mths	\$ 35,100.00	\$ -	\$ 35,100.00	\$ 39,000.00	\$ 39,000.00	\$ -
Telephone	\$ 1,400.00	\$ -	\$ 1,400.00	\$ 1,800.00	\$ 1,000.00	\$ 800.00
Web/Internet	\$ 600.00	\$ -	\$ 600.00	\$ 800.00	\$ 400.00	\$ 400.00
Supplies	\$ 1,500.00	\$ -	\$ 1,500.00	\$ 1,800.00	\$ 1,400.00	\$ 400.00
Marketing	\$ 2,500.00	\$ -	\$ 2,500.00	\$ 1,200.00	\$ 1,100.00	\$ 100.00
Hospitality	\$ 2,000.00	\$ -	\$ 2,000.00	\$ 2,800.00	\$ 2,500.00	\$ 300.00
Equipment Costs						
Laptop computers -- 3 @ \$1000 each	\$ 3,000.00	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -
Equipment Rental	\$ 850.00	\$ -	\$ 850.00	\$ 300.00	\$ 300.00	\$ -
Travel (mileage)	\$ 3,250.00	\$ -	\$ 3,250.00	\$ 1,000.00	\$ 1,000.00	\$ -
Administrative Fee	\$ 8,500.00	\$ -	\$ 8,500.00	\$ 7,000.00	\$ 7,000.00	\$ -
Subtotal Operating Costs	\$ 46,950.00	\$ -	\$ 58,700.00	\$ 55,700.00	\$ 45,700.00	\$ 2,000.00
Subtotal Start-up and Operating Costs	\$ 28,600.00	\$ -	\$ 28,600.00			
<b>TOTAL EXPENSES</b>	<b>\$ 158,588.50</b>	<b>\$ 8,106.00</b>	<b>\$ 150,482.50</b>	<b>\$ 176,141.00</b>	<b>\$ 150,562.00</b>	<b>\$ 25,579.00</b>

**NOTE (1):** Of the total \$150,585 San Mateo County Year 1 contract allocation, \$28,600 will be allocated to ramp up budget purchases

**NOTE (2):** Rent negotiation will be conducted during 2009-2010 contract year to achieve a rate of \$1.25/sq. foot



One community where residents are celebrated for their diversity and are engaged, informed and empowered to attain ...and maintain a good quality of life.

**Attachment 1 -- The Barbara A. Mouton Multicultural Wellness Center Budget Items**

ITEMS	BUDGET	
<b>Recreational</b>	<b>\$ 5,000.00</b>	
Billiard Table		\$ 1,899.00
Table Tennis		\$ 399.00
Fooz Ball		\$ 479.00
Board Games		\$ 200.00
Piano		\$ 1,200.00
Other		\$ 800.00
<b>Subtotal</b>		<b>\$ 4,977.00</b>
<b>Furniture/Build-out/Appliances</b>	<b>\$10,600</b>	
Freezer		\$ 348.00
Washer/Dryer		\$ 849.00
Bookshelves		\$ 200.00
Table Units (seating 25)		\$ 2,400.00
Lamps		\$ 99.00
Coffee Table		\$ 79.00
End Tables		\$ 59.00
Big Screen Television		\$ 2,599.00
Sound System		\$ 1,500.00
Microwave		\$ 200.00
Couches		\$ 1,499.00
Comfortable Chairs		\$ 760.00
<b>Subtotal</b>		<b>\$10,592.00</b>
<b>Exercise Equipment</b>	<b>\$3,500.00</b>	
Stationary Bike		\$ 899.00
Treadmill		\$ 999.00
Free Weights	N/A	\$ 69.00
Mats	N/A	\$ 32.00
Other		\$ 1,500.00
<b>Subtotal</b>		<b>\$ 3,499.00</b>
<b>Kitchen Supplies</b>	<b>\$1,500.00</b>	
Pots/Pans		\$ 149.99
Cutlery/Utensils		\$ 179.99
Dishes		\$ 70.00
Silverware		\$ 99.99
Plastic Bowls		\$ 49.99
Food Processor		\$ 159.99
Blender		\$ 90.00
Coffee Pot		\$ 79.00
Toaster		\$ 30.00
Mixer		\$ 399.00
<b>Subtotal</b>		<b>\$ 1,307.95</b>
<b>Meals</b>	<b>\$5,000.00</b>	
<b>Arts in Culture</b>	<b>\$3,000.00</b>	
Culture-specific art supplies		
lei supplies		
jewelry supplies		
carving supplies		
costume supplies		
<b>Subtotal</b>	<b>\$3,000</b>	
<b>TOTAL</b>	<b>\$28,600.00</b>	

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

Definitions

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

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

## Obligations and Activities of Contractor

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

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

#### Permitted Uses and Disclosures by Contractor

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

#### Obligations of County

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

### Permissible Requests by County

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

### Duties Upon Termination of Agreement

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

### Miscellaneous

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

ATTACHMENT I

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

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

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

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

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

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

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

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

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

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

Faye McNair-Knox  
Signature

Executive Director  
Title of Authorized Official

9/25/08  
Date

\*Exception: DHHS regulations state that:

"If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."