



**COUNTY OF SAN MATEO**  
**Inter-Departmental Correspondence**  
Health System



**DATE:** August 19, 2011  
**BOARD MEETING DATE:** September 13, 2011  
**SPECIAL NOTICE/HEARING:** None  
**VOTE REQUIRED:** Majority

**TO:** Honorable Board of Supervisors  
**FROM:** Jean S. Fraser, Chief, Health System  
Stephen Kaplan, Director, Behavioral Health & Recovery Services  
**SUBJECT:** Agreement with One East Palo Alto

**RECOMMENDATION:**

Adopt a Resolution authorizing the:

- A) President of the Board to execute an Agreement with One East Palo Alto for consultation and multi-cultural center services, the High School Behavioral Health Career Pathways Project, the Mental Health First Aid Program, and the Parent Project for the term July 1, 2011 through June 30, 2012, for a maximum obligation of \$207,339; and
- B) Chief of the Health System or designee 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.

**BACKGROUND:**

Since October 2008 One East Palo Alto (OEPA) has provided multi-cultural center services in East Palo Alto for consumers of mental health services. In September 2010 Behavioral Health and Recovery Services (BHRS) issued a Request for Proposals (RFP) for High School Behavioral Health Career Pathways Project to provide innovative solutions to the challenge of attracting and retaining a diverse workforce in BHRS. BHRS received two responses, one from Daly City Youth Health Center and the other from One East Palo Alto. However, additional funding became available after the RFP was issued. The additional funding allowed BHRS to offer separate agreements to both agencies under \$50,000 for these services. Agreements \$50,000 and under do not require the RFP process and BHRS rescinded the original RFP for High School Behavioral Health Career Pathways Project.

**DISCUSSION:**

OEPA will provide technical consultation, increasing community education activities and integration of mental health services with other community organizations, for the East Palo Alto Mental Health Community Advisory Group, and multi-cultural center services in East Palo Alto for consumers of mental health services. The East Palo Alto Partnership

for Mental Health Outreach; comprised of OEPA, El Concilio of San Mateo County, For Youth by Youth, Free At Last, and Pacific Tonga Ma'a Tonga work closely with the BHRS clinic in East Palo Alto. Multi-cultural center services are provided in an environment that is welcoming to adult consumers and their families who are multi-racial, multi-cultural and multi-generational, with a particular focus on clients who are African-American, Latino, or Pacific Islander. Through the High School Behavioral Health Career Pathways Project, OEPA will engage youth from various ethnic, cultural and linguistic backgrounds who are considering behavioral health careers and provide innovative solutions to attract and retain a diverse workforce in BHRS. Contractor will use the Mental Health First Aid Program to provide training to community partners to identify and help people with mental health issues. The Mental Health First Aid Program is a public education program that helps the public identify, understand, and respond to signs of mental illness and substance abuse disorders. Lastly, OEPA will provide the Parent Project. The Parent Project is a parent training program designed specifically for parents of strong willed or out-of-control adolescent children. The Project teaches prevention, identification, and intervention strategies for the most destructive of adolescent behaviors.

There are two One EPA Agreements, one with Medi-Cal Administrative Activities (MAA) and one without. These Agreements are presented separately in order to meet State MAA billing requirements. MAA funding is available to Medi-Cal eligible or potential Medi-Cal eligible consumers, to educate them about the need for Medi-Cal services. This Agreement does not include MAA funding.

The Agreement and Resolution have been reviewed and approved by County Counsel. The Contractor's insurance has been reviewed and approved by Risk Management.

The Contractor has assured compliance with the County's Contractor Employee Jury Service Ordinance, as well as all other contract provisions that are required by County ordinance and administrative memoranda, including but not limited to insurance, hold harmless, non-discrimination and equal benefits.

The Agreement contributes to the Shared Vision 2025 outcome of a Healthy Community by providing technical consultation and multi-cultural center services for consumers of mental health services. BHRS provides a range of services to promote support to consumers of mental health services. The provision of consultation for consumers is one established level of care. The services provided contribute to this measure. It is anticipated that no fewer than 63 clients will be referred for mental health services as a result of OEPA's consultation efforts.

Measure	FY 2010-11 Estimate	FY 2011-12 Projected
Number of clients referred for mental health services	63	63

**FISCAL IMPACT:**

The term of the Agreement is July 1, 2011 through June 30, 2012, and the maximum obligation is \$207,339. The Agreement will be 100% funded by MHSA funds. There is no Net County Cost. Funds for these services have been included in the BHRS FY 2011-12 Recommended Budget.



**RESOLUTION NO. \_\_\_\_\_**

**BOARD OF SUPERVISORS, COUNTY OF SAN MATEO, STATE OF CALIFORNIA**

\* \* \* \* \*

**RESOLUTION AUTHORIZING THE: A) PRESIDENT OF THE BOARD TO EXECUTE AN AGREEMENT WITH ONE EAST PALO ALTO FOR CONSULTATION AND MULTI-CULTURAL CENTER SERVICES, HIGH SCHOOL BEHAVIORAL HEALTH CAREER PATHWAYS PROJECT, THE MENTAL HEALTH FIRST AID PROGRAM, AND THE PARENT PROJECT FOR THE TERM JULY 1, 2011 THROUGH JUNE 30, 2012, FOR A MAXIMUM OBLIGATION OF \$207,339; AND B) CHIEF OF THE HEALTH SYSTEM OR DESIGNEE 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**

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**RESOLVED**, by the Board of Supervisors of the County of San Mateo, State of California, that

**WHEREAS**, there has been presented to this Board of Supervisors for its consideration and acceptance an Agreement, reference to which is hereby made for further particulars, whereby One East Palo Alto shall provide technical consultation for the East Palo Alto Mental Health Community Advisory Group, and multi-cultural center services for consumers of mental health services, the High School Behavioral Health Career Pathways Project, the Mental Health First Aid Program, and the Parent Project for the term July 1, 2011 through June 30, 2012, for a maximum obligation of \$207,339; and

**WHEREAS**, this Board has been presented with the Agreement and has examined and approved it as to both form and content and desires to enter into said Agreement.

**NOW, THEREFORE, IT IS HEREBY DETERMINED AND ORDERED** that the President of this Board of Supervisors be and is hereby authorized and directed to execute said Agreement for and on behalf of the County of San Mateo, and the Clerk of this Board shall attest the President's signature thereto.

**BE IT FURTHER RESOLVED** that the Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.

\* \* \* \* \*

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

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_ ,  
20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County,"  
and ONE EAST PALO ALTO, hereinafter called "Contractor";

W I T N E S S E T H:

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

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

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

**1. Exhibits and Attachments**

The following exhibits and attachments are included hereto and incorporated by reference herein:

Exhibit A—Services

Exhibit B—Payments and rates

Exhibit C—Contractor Budget for Multi-Cultural Center Services

Attachment H—HIPAA Business Associate requirements

Attachment I—§ 504 Compliance

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

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

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed TWO HUNDRED SEVEN THOUSAND THREE HUNDRED THIRTY-NINE DOLLARS (\$207,339).

#### **4. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2011 through June 30, 2012.

This Agreement may be terminated by Contractor, the Chief of the Health System or the Chief's designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

#### **5. Availability of Funds**

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

#### **6. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent Contractor and not as an employee of the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

#### **7. Hold Harmless**

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (B) damage to any property of any kind whatsoever and to whomsoever belonging, (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

**8. Assignability and Subcontracting**

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

**9. Insurance**

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

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and will comply with such provisions before commencing the performance of the work of this Agreement.
  
- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

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



- (b) Motor Vehicle Liability Insurance . . . . . \$1,000,000
- (c) Professional Liability . . . . . \$0

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

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

**10. Compliance with laws; payment of Permits/Licenses**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances and regulations, including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the Federal Regulations promulgated thereunder, as amended, and will comply with the Business Associate requirements set forth in Attachment “H,” and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment “I,” which prohibits discrimination on the basis of handicap in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including, but not limited to, appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement. Further, Contractor certifies that the Contractor and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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

**11. Non-Discrimination and Other Requirements**

- A. *Section 504 applies only to Contractors who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement.

- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
  - i) termination of this Agreement;
  - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
  - iii) liquidated damages of \$2,500 per violation;
  - iv) imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

**12. Compliance with Contractor Employee Jury Service Ordinance**

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its

employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

**13. Retention of Records, Right to Monitor and Audit**

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

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

**14. Merger Clause**

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

**15. Controlling Law and Venue**

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**16. Notices**

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

In the case of County, to:  
San Mateo County  
Behavioral Health and Recovery Services  
225 37<sup>th</sup> Avenue  
San Mateo, CA 94403

In the case of Contractor, to:  
One East Palo Alto  
1798 B Bay Road  
East Palo Alto, CA 94303

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

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

COUNTY OF SAN MATEO

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

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

ATTEST:

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

ONE EAST PALO ALTO

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

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

EXHIBIT A – SERVICES  
ONE EAST PALO ALTO  
FY 2011 – 2012

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. EAST PALO ALTO MENTAL HEALTH COMMUNITY ADVISORY GROUP

1. Service Goals

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.

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

2. Services

Develop EPA Mental Health Community Advisory Group (“EPAMHAG” or “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.
  - 1) 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.

- 2) 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.
3. Promote and facilitate EPA resident input into development of Mental Health Services Act (MHSA) funded services and other Mental Health program initiatives. Conduct phone, email and in-person contacts with at least ten (10) 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. 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.
- b. Provide consultation regarding the operation of the Barbara A. Mouton Multicultural Wellness Center. Attend at least six (6) meetings of the advisory group for the East Palo Alto Multicultural Self-Help/Wellness Center; provide resident input to at least two Wellness Center discussions and decision-making processes or as requested.

4. 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.

## B. MULTI-CULTURAL CENTER SERVICES

### 1. Operations

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

#### a. MCC Personnel

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

#### b. Staff Training



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

- 1) Wellness Recovery Action Planning (WRAP)
- 2) Illness Management Recovery Toolkit
- 3) Triage
- 4) Referral processes for acute services
- 5) Other topics identified by Contractor and BHRS

## 2. 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.

## 3. Services

### a. Multicultural Environment

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

### b. Multicultural Events

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

### c. MCC Program Services

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

- 1) peer support

- 2) information and referral to social and community services
- 3) wellness recovery action planning
- 4) folk medicine and cultural healing
- 5) informal recreational activities such as table tennis, billiards, and foosball
- 6) cultural specific community meals
- 7) health, exercise and nutrition
- 8) arts in culture
- 9) social activities
- 10) 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).

d. 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.

e. 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:

- 1) Member name
- 2) Family member(s) name(s) address and phone number for each name, emergency contact information for each name
- 3) Referral source (agency, staff name and phone number if available)
- 4) Race and/or ethnicity
- 5) 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.

f. Projected Capacity and Length of Membership

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.

4. 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.

C. TRANSLATION SERVICES

During the performance of EPAMHAG services (as described in Paragraph I) or Community Outreach and Engagement Services (as described in Paragraph II) provided through this Agreement, Contractor shall provide translation/interpretation services to the residents of East Palo Alto as needed.

#### D. PARENT PROJECT

1. The Parent Project is a parenting skills program designed specifically for parents with strong-willed or out-of-control children.
  - a. The Parent Project is a ten (10) to sixteen (16) week parent training program designed specifically for parents of strong-willed or out-of-control adolescent children.
  - b. The curriculum teaches concrete prevention, identification, and intervention strategies for the most destructive of adolescent behaviors such as poor school attendance and performance, alcohol and other drug use, gangs, runaways and violent teens.
2. MCC will facilitate the parent training program, one (1) hour per week, for ten (10) weeks, for a total of six (6) times a year. Contractor will provide administrative support and staffing to attendees.

#### E. MENTAL HEALTH FIRST AID

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

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

4. Resources available to help someone with a mental health problem.

MCC will implement the Mental Health First Aid program in English and Spanish, utilizing the 12-hour curriculum format.

F. HIGH SCHOOL BEHAVIORAL HEALTH CAREER PATHWAYS PROJECT

1. High school behavioral health career pathway projects are designed to create interest and remove barriers to youth entering behavioral health care jobs by giving them exposure to work in related behavioral health care careers. Youth entrance into the field, most notably youth from diverse ethnic, linguistic and cultural backgrounds, is essential to diversify the behavioral healthcare workforce. In addition to workforce development needs, such high school programs have shown to assist students with improved, attendance, participation and motivation.

2. Goals of the Program

- a. Attract students to jobs in behavioral health through specific career education and experience in the field.
- b. Increase understanding and tolerance towards individuals with mental health challenges, mental health conditions in general, and/or substance use problems.
- c. Improve academic engagement and performance of youth through relevant, career-oriented programming.

3. Values and Principles

- a. BHRS seeks to build a workforce that is diverse, well prepared and sufficient to meet the needs of our communities and support the values below:

- 1) Person and Family Centered Care

We promote culturally responsive person-and-family centered recovery.

- 2) Potential

We are inspired by the individuals and families we serve, their achievements and potential for wellness and recovery.

3) Power

The people, families, and communities we serve and the members of our workforce guide the care we provide and shape policies and practices.

4) Partnerships

We can achieve our mission and progress towards our vision only through mutual and respectful partnerships that enhance our capabilities and build using proven practices, opportunities, and technologies to prevent and/or reduce the impacts of mental illness and addiction and to promote the health of the individuals, families and communities we serve.

b. The behavioral healthcare workforce is expected to understand the following priorities of the San Mateo County BHRS systems of care:

- 1) Accept and promote a consumer and family-wellness oriented health care system;
- 2) Treatment of co-occurring substance use and mental health issues;
- 3) Reduce stigma;
- 4) Recognize, honor and effectively work with issues of culture, ethnicity and linguistic abilities;
- 5) Address and understand impact of trauma;
- 6) Identify strengths and believe in choice, empowerment and recovery.

4. Service Model

- a. Education will be provided on basics of behavioral health care, including the values above, and may also include subject matters such as:

- 1) Human development
- 2) Family development
- 3) Types of behavioral health conditions
- 4) Assessment and treatment of mental health conditions
- 5) Assessment and treatment of substance use conditions
- 6) Cross cultural skills
- 7) Recognizing and addressing stigma
- 8) Career paths for mental health jobs

The actual topics of the program will be created in collaboration with BHRS staff during designated program set-up time.

b. The above behavioral health education will be provided in:

- 1) Classroom

BHRS and its service providers will partner to provide speakers and career pathway information. It is anticipated that the project will be embedded into an existing complementary course (psychology, human services, health, counseling, or sociology are preferred locations to embed the curriculum) and that students will meet daily, or during a typical “block” period of time. Such a course will be taught by credentialed secondary school faculty.

- 2) Field Experiences

School staff will work with BHRS staff to develop enriching activities for students. It is anticipated these activities will consist of visits to mental health care and/or substance use treatment sites, after which students will have opportunity to engage in activities which allow them to integrate the knowledge of their observation and discussions with mental health and/or substance use treatment staff.

5. Policies and Procedures

Policy and procedures will be designed to:

- a. Reinforce collaboration with BHRS and its contracted providers in the design and implementation of the program.
- b. Facilitate coordination and communication with parents regarding their child's participation in the program; meet with parents as needed, provide information and education to parents regarding program, and obtain parental consent for participation in program activities.
- c. School and program staff will work with BHRS to create policies which ensure safety and privacy for the students, and for the consumers and families of BHRS. Such policies will include, but not be limited to, confidentiality policies, behavioral expectations at health care sites, and steps to ensure personal safety.

6. Evaluation

- a. Tracking logs and use of tools will be part of the contractual responsibilities of the schools delivering services.
- b. BHRS will work with agency representatives early in the planning process to develop an evaluation plan. This group will be responsible for final selection of the tools to be used, the key elements of the tracking logs, and the timetable for the submission of documentation, at the County's discretion.

E. REPORTING / GOALS AND OBJECTIVES

1. Community Outreach and Engagement Program Services



a. 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:

- i. count of outreach contacts
- ii. ethnicity of people contacted
- iii. language of people contacted
- iv. location of outreach activities
- v. number of referrals to BHRS

b. Referral Process

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

c. Performance Objectives

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

Data collected by Contractor and provided to BHRS

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

Data collected by Contractor and provided to BHRS

2. MCC Services

a. Reporting

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

- i. Number of unduplicated client (UDC) members served per month
- ii. Number of UDC family members served per month
- iii. Total MCC visits per month
- iv. Subject and duration of all groups offered per month

- v. Number of attendees at each group
- vi. Subject and duration of all events offered per month
- vii. Number of attendees at each event
- viii. Subject and duration of all workshops offered per month
- ix. Number of attendees at each workshop

b. 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.

3. HIGH SCHOOL BEHAVIORAL HEALTH CAREER PATHWAYS PROJECT

Goal: Forty (40) students will complete the high school behavioral health pathways course in academic school year 2011-12.

Objective 1: Using pre-test and post-test measures, seventy-five percent (75%) of students in the high school behavioral health pathways program will demonstrate a more favorable attitude toward persons with behavioral health issues.

Data to be collected by Contractor

EXHIBIT B – PAYMENTS AND RATES  
ONE EAST PALO ALTO  
FY 2011 – 2012

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

I. PAYMENT

In full consideration of the services provided by Contractor and subject to the provisions of Paragraph 3. ("Payments") of this Agreement, County shall pay Contractor in the manner described below, except that any and all payments shall be subject to the conditions contained in this Agreement.

A. EPA MENTAL HEALTH COMMUNITY ADVISORY GROUP SERVICES

1. Contractor shall receive a maximum of TWENTY-FIVE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$25,750) for the period of July 1, 2011 through June 30, 2012.
  - 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. MULTI-CULTURAL CENTER SERVICES

1. Contractor shall receive a maximum of ONE HUNDRED FIFTY-ONE THOUSAND FOUR HUNDRED EIGHT DOLLARS (\$151,480) for Multi-Cultural Center (MCC) Services, for the period of July 1, 2011 through June 30, 2012. This amount shall include the following maximums:
  - a. Personnel and Operating Costs
    - i. Contractor shall be paid up to TWELVE THOUSAND SIX HUNDRED TWENTY-FOUR DOLLARS (\$12,624) monthly for the period of July 1, 2011 through March 31, 2012, not to exceed ONE HUNDRED THIRTEEN THOUSAND SIX HUNDRED SIXTEEN DOLLARS (\$113,616).

- ii. Contractor shall be paid up to TWELVE THOUSAND SIX HUNDRED TWENTY-ONE DOLLARS (\$12,621) monthly for the period of April 1, 2012 through June 30, 2012, not to exceed THIRTY-SEVEN THOUSAND EIGHT HUNDRED SIXTY-THREE DOLLARS (\$37,863).

C. TRANSLATION SERVICES

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

D. PARENT PROJECT

Contractor shall be paid FIFTY DOLLARS (\$50) per hour for services as described in Paragraph I.D.2. of this Exhibit A, not to exceed THREE THOUSAND DOLLARS (\$3,000).

E. MENTAL HEALTH FIRST AID

1. Contractor shall receive a maximum of FIVE THOUSAND EIGHTY DOLLARS (\$5,080) for the period of July 1, 2011 through June 30, 2012.
2. County shall pay Contractor for services described in Paragraph I.E. of this Exhibit A. at the following rates:
  - a. Two (2) staff, twelve (12) hours, at a rate of FIFTY-FIVE DOLLARS (\$55) per hour. Contractor shall provide two (2) series a year.
  - b. Two (2) trainers, two (2) hours per month, at a rate of THIRTY DOLLARS (\$30) per hour.
  - c. Contractor shall be paid up to ONE THOUSAND DOLLARS (\$1,000) for administrative and support services.
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 BHR.
4. 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.

F. HIGH SCHOOL BEHAVIORAL HEALTH CAREER PATHWAYS PROJECT

1. Contractor shall receive a maximum of TWENTY-ONE THOUSAND FIVE HUNDRED TWENTY-NINE DOLLARS (\$21,529) for the High School Behavioral Health Career Pathways Project for the period July 1, 2011 through June 30, 2012.
- G. 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.
- H. In any event, the maximum amount County shall be obligated to pay for services rendered under this Agreement shall not exceed TWO HUNDRED SEVEN THOUSAND THREE HUNDRED THIRTY-NINE DOLLARS (\$207,339).
- I. Contractor's annual 2011-12 Budget for services is attached and incorporated into this Agreement as Exhibit C. Budget modifications may be approved by the Chief of the Health System or designee, subject to the maximum amount for services set forth in Paragraph V.B. of this Exhibit B.
- J. The Chief of the Health System or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.
- K. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of the Health System or designee.
- L. 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.

M. In the event this Agreement is terminated prior to June 30, 2012, the Contractor shall be paid for services already provided pursuant to this Agreement.

N. Claims/Invoice Certification and Program Integrity

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

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

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

Executed at \_\_\_\_\_, California, on \_\_\_\_\_, 20\_\_

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

Agency \_\_\_\_\_”

O. 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.

P. Rollover

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

1. 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.

2. 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.

**Exhibit C - Contractor's Budget  
ONE EAST PALO ALTO  
FY 2011-12**

<b>REVENUES</b>	<b>AMOUNT</b>
EPA Mental Health Community Advisory Services	25,750
Multi-Cultural Services	151,480
Translation Services	500
Parent Project	3,000
Mental Health First Aid	5,080
High School Behavioral Health Career Pathways Project	21,529
<b>Total Revenues</b>	<b><u>207,339</u></b>
<b>EXPENSES</b>	
Personnel and Operating Costs	181,089
Translation Costs	500
Consulting Services	25,750
<b>Total Expenses</b>	<b><u>207,339</u></b>



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.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title of Authorized Official

\_\_\_\_\_  
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."