

INTERDEPARTMENTAL AGREEMENT
between

BEHAVIORAL HEALTH AND RECOVERY SERVICES
and
HUMAN SERVICES AGENCY

CONTRACT NO. 2011145

THIS AGREEMENT, is made and entered into by and between Behavioral Health and Recovery Services (hereinafter referred to as "BHRS"), and the County of Merced Human Services Agency (hereinafter referred to as "HSA ").

WHEREAS, BHRS, as part of its Mental Health Services Act – Prevention and Early Intervention (PEI) Plan, desires to retain HSA to implement its Cultural and Linguistic Outreach for Veterans in accordance with the Oversight and Accountability Commission (OAC) and State of California approved plan for the County; and

WHEREAS, HSA agrees to provide Cultural and Linguistic Outreach for Veterans in accordance with the PEI Plan approved by OAC and the State on November 20, 2008 and the expansion update to the PEI Plan dated July 2011; and

WHEREAS, the parties desire to set forth herein the terms and conditions under which said services shall be furnished.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereby agree as follows:

1. SCOPE OF SERVICES

HSA and BHRS shall provide services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto.

The following exhibits are specifically incorporated by reference, attached hereto, and made a part hereof, except when in conflict with this Agreement or modified herein:

- Exhibit A - Mental Health Additional Terms and Conditions
- Exhibit B - Budget
- Exhibit C - Scope of Work
- Exhibit D - Purchases
- Exhibit M - Mental Health Services Act (MHSA) Additional Terms and Conditions

2. TERM

The term of this Agreement shall commence on the first (1st) day of July, 2017, and continue until the thirtieth (30th) day of June, 2018, unless sooner terminated

in accordance with the sections entitled "TERMINATION FOR CONVENIENCE" or "TERMINATION FOR CAUSE", as set forth elsewhere in this Agreement.

3. COMPENSATION

BHRS agrees to pay HSA a Total Contract Price of **ONE HUNDRED THOUSAND DOLLARS AND NO CENTS (\$100,000)** for all of HSA's services to be provided herein, as are more specifically set forth under Section "SCOPE OF SERVICES". The Total Contract Price shall include all of BHRS' compensation to HSA, including reimbursement for all expenses incurred by HSA in the performance of this Agreement. No other fees or expenses of any kind shall be paid to HSA in addition to the Total Contract Price. In no event shall the total services to be provided hereunder exceed the Total Contract Price. This fee may be subject to withholding for State of California income tax.

4. PRICING CONDITIONS

BHRS agrees to pay HSA for all services required herein as prescribed, fixed at the submitted pricing, which shall include reimbursement for all expenses incurred. No other expenses shall be paid to HSA without formal approval of the Board of Supervisors or its authorized agent. In no event shall the total services to be performed hereunder exceed **\$100,000**.

BHRS shall not be responsible for any charges or expenses incurred by HSA, his/her agents, employees or independent contractors, other than those listed herein, in connection with the performance of services hereunder unless authorized in advance in writing by BHRS.

5. TERMS OF PAYMENT

Payment shall be only for full and complete satisfactory performance of the services required to be provided herein and as set forth under Section "SCOPE OF SERVICES." Payment shall be made in the following manner:

HSA shall submit quarterly itemized invoices, or alternate documentation as deemed appropriate in advance by BHRS, for services it has provided and for the amount owed under this Agreement.

Each invoice or approved alternate documentation must:

- A. Detail by task the service performed by HSA.
- B. Detail the labor cost (number of hours) attributed to each task.
- C. Show the cumulative cost for all tasks performed to date.
- D. Provide any additional information and data requested by BHRS as

deemed necessary by BHRS to properly evaluate or process HSA's claim.

Upon approval by BHRS, the fee due hereunder shall be paid to HSA within thirty (30) days following receipt of a proper invoice.

6. NOTICES

All notices, requests, demands or other communications under this Agreement shall be in writing. Notice shall be sufficiently given for all purposes as follows:

- A. Personal Delivery. When personally delivered to the recipient, notice is effective upon delivery.
- B. First Class Mail. When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three mail delivery days after deposit in a United States Postal Service office or mailbox.
- C. Certified Mail. When mailed by certified mail, return receipt requested, notice is effective upon receipt, if delivery is confirmed by a return receipt.
- D. Overnight Delivery. When delivered by an overnight delivery service, charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.
- E. Facsimile Transmission. When sent by fax to the last fax number of the recipient known to the party giving notice, notice is effective upon receipt, provided that: a) a duplicate copy of the notice is promptly given by first class mail or certified mail or by overnight delivery, or b) the receiving party delivers a written confirmation of receipt. Any notice given by fax shall be deemed received on the next business day if received after 5:00 P.M. (recipient's time) or on a non-business day.

Any correctly addressed notice that is refused, unclaimed or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that the notice was refused, unclaimed or deemed undeliverable by the postal authorities, messengers or overnight delivery service.

Information for notice to the parties to this Agreement at the time of endorsement of this Agreement is as follows:

Behavioral Health and Recovery Services
P.O. Box 2087
Merced, CA 95344
(209) 381-6813
FAX: (209) 725-8628

Human Services Agency
Attn: Contract Monitoring Unit
P.O. Box 112
Merced, CA 95341
(209) 385-3000
FAX: (209) 354-2503

Any party may change its address or fax number by giving the other party notice of the change in any manner permitted by this Agreement.

7. CONDITION SUBSEQUENT/NON-APPROPRIATION OF FUNDING

The compensation paid to HSA pursuant to this Agreement is based on BHRS' continued appropriation of funding for the purpose of this Agreement, as well as the receipt of local, county, state and/or federal funding for this purpose. The parties acknowledge that the nature of government finance is unpredictable, and that the rights and obligations set forth in this Agreement are therefore contingent upon the receipt and/or appropriation of the necessary funds. In the event that funding is terminated, in whole or in part, for any reason, at any time, this Agreement and all obligations of the BHRS arising from this Agreement shall be immediately discharged. BHRS agrees to inform HSA no later than ten (10) calendar days after the BHRS determines, in its sole judgment, that funding will be terminated and the final date for which funding will be available. Under these circumstances, all billing or other claims for compensation or reimbursement by HSA arising out of performance of this Agreement must be submitted to BHRS prior to the final date for which funding is available. In the alternative, BHRS and HSA may agree, in such circumstance, to a suspension or modification of either party's rights and obligations under this Agreement. Such a modification, if the parties agree thereto, may permit a restoration of previous contract terms in the event funding is reinstated. Also in the alternative, the BHRS may, if funding is provided to the BHRS in the form of promises to pay at a later date, whether referred to as "government warrants", "IOUs", or by any other name, the BHRS may, in its sole discretion, provide similar promises to pay to the HSA, which the HSA hereby agrees to accept as sufficient payment until cash funding becomes available.

8. TERMINATION FOR CONVENIENCE

This Agreement, notwithstanding anything to the contrary herein above or hereinafter set forth, may be terminated by BHRS at any time without cause or legal excuse by providing the other party with thirty (30) calendar days written notice of such termination.

Upon effective date of termination, BHRS shall have no further liability to HSA except for payment for actual services incurred during the performance hereunder. Such liability is limited to the time specified in said notice and for services not previously reimbursed by BHRS. Such liability is further limited to the extent such costs are actual, necessary, reasonable, and verifiable costs and have been incurred by HSA prior to, and in connection with, discontinuing the work hereunder.

9. TERMINATION FOR CAUSE

The BHRS may terminate this Agreement and be relieved of making any payments to HSA, and all duties to HSA should the HSA fail to perform any material duty or obligation of the Agreement. Notice shall be given as otherwise provided herein. In the event of such termination the BHRS may proceed with the work in any manner deemed proper by the BHRS. All costs to the BHRS shall be deducted from any sum otherwise due the HSA and the balance, if any, shall be paid to the HSA upon demand. Such remedy is in addition to such other remedies as may be available to the BHRS provided by law.

10. MODIFICATION OF THE AGREEMENT

Notwithstanding any of the provisions of this Agreement, the parties may agree to amend this Agreement. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

11. RECORDS, INFORMATION AND REPORTS

HSA shall maintain full and accurate records with respect to all matters covered under this Agreement. To the extent permitted by law, BHRS shall have free access at all proper times or until the expiration of *seven (7) years after the furnishing of services to such records, the last date of service, or termination of contract*, or for minors, until *seven (7) years after the age of 18* and the right to examine and audit the same and to make transcripts therefrom, and to inspect all data, documents, proceedings, and activities pertaining to this Agreement.

To the extent permitted by law, HSA shall furnish BHRS such periodic reports as BHRS may request pertaining to the work or services undertaken pursuant to this Agreement. The costs and obligations incurred or to be incurred in connection therewith shall be borne by the HSA.

12. ENTIRE AGREEMENT

This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other contracts, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

13. NONDISCRIMINATION IN EMPLOYMENT, SERVICES, BENEFITS AND FACILITIES

HSA and any sub-contractors shall comply with all applicable federal, state, and local Anti-discrimination laws, regulations, and ordinances and shall not

unlawfully discriminate, deny family care leave, harass, or allow harassment against any employee, applicant for employment, employee or agent of BHRS, or recipient of services contemplated to be provided or provided under this Agreement, because of race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, sex, sexual orientation, age (over 40), medical condition (including HIV and AIDS), or physical or mental disability. HSA shall ensure that the evaluation and treatment of its employees and applicants for employment, the treatment of BHRS employees and agents, and recipients of services are free from such discrimination and harassment.

HSA represents that it is in compliance with and agrees that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.), the Fair Employment and Housing Act (Government Code §§ 12900 et seq.), and ensure a workplace free of sexual harassment pursuant to Government Code 12950; and regulations and guidelines issued pursuant thereto.

HSA agrees to compile data, maintain records and submit reports to permit effective enforcement of all applicable antidiscrimination laws and this provision.

HSA shall include this nondiscrimination provision in all subcontracts related to this Agreement and when applicable give notice of these obligations to labor organizations with which they have Agreements.

14. SUBCONTRACTS - ASSIGNMENT

HSA shall not subcontract or assign this Agreement, or any part thereof, or interest therein, directly or indirectly, voluntarily or involuntarily, to any person without obtaining the prior written consent by BHRS. HSA remains legally responsible for the performance of all contract terms including work performed by third parties under subcontracts. Any subcontracting will be subject to all applicable provisions of this Agreement. HSA shall be held responsible by BHRS for the performance of any sub-contractor whether approved by BHRS or not.

HSA hereby assigns to the BHRS all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from the purchase of goods, materials, or services by the HSA for sale to the BHRS pursuant to this Agreement.

[Signature page follows]

COUNTY OF MERCED

BEHAVIORAL HEALTH AND
RECOVERY SERVICES
Director

By _____
Chairman, Board of Supervisors

By _____
Yvonna Brown, MSW

Dated

Dated

APPROVED AS TO LEGAL FORM
MERCED COUNTY COUNSEL

HUMAN SERVICES AGENCY-AREA
AGENCY ON AGING
Director

By _____
Deputy

By _____
Scott Pettygrove

Dated

Dated

Exhibit A – Mental Health Services Additional Terms and Conditions

1. CONFIDENTIALITY

HSA and its employees, agents, or subcontractors shall comply with applicable laws and regulations, including but not limited to California W&I Code Section 5328; 42 C.F.R. Part 2 and 45 C.F.R. Parts 160 and 164, and to the HITECH Act in 42 C.F.R., Chapter 156, regarding the confidentiality of patient information.

HSA shall not use identifying information for any purpose other than carrying out the HSA's obligation under this contract.

HSA shall not disclose, except as otherwise specifically permitted by the contract or authorized by the client/patient, any such identifying information to anyone other than the BHRS without prior written authorization from the BHRS or in accordance with State and Federal laws.

For the purposes of the above paragraphs, identifying information will include, but not be limited to: name, identifying number, symbol, or other identifying particular assigned the individual.

The HSA agrees to comply with the provisions of Public Law 104-191 known as The Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the HIPAA Business Associate addendum attached to this Agreement and incorporated by this reference as if fully set forth herein. Any conflict between the terms and conditions of this Agreement and the Business Associate Addendum incorporated are to be read so that the more legally stringent terms and obligation(s) of the HSA shall control and be given effect.

BHRS shall annually monitor HSA for compliance and adherence to HSA's policies and procedures by requesting HSA to attest to the completion of training of its staff and providers with annual copies of any policies and procedures.

2. COMPLIANCE AND ETHICS

HSA agrees to establish ethical standards for all staff employed by HSA. These standards shall include compliance with state and federal regulations for safeguarding client information. HSA agrees to orientate and train staff to enforce established ethical standards.

HSA agrees to establish written policies and procedures that ensure organizational and individual compliance.

If HSA is unable to establish policies and procedures relating to ethics and compliance, HSA will notify BHRS in writing that it intends to abide by the Merced BHRS Behavioral Health and Recovery Services' Compliance and Integrated Ethics Plan (CIEP).

BHRS shall annually monitor HSA for compliance and adherence to its policies and procedures by requesting HSA to attest to the completion of training of its staff and providers with annual copies of any policies and procedures.

3. CULTURAL COMPETENCY

“Cultural Competence” means a set of congruent practice skills, behaviors, attitudes and policies in a system, agency or among those persons providing services that enables that system, agency, or those persons providing services to work effectively in a cross-cultural situations. HSA shall have a written policy and procedure that ensure organizational and individual compliance by its staff and providers.

BHRS shall annually monitor HSA for compliance and adherence to its policies and procedures by requesting HSA to attest to the completion of training of its staff and providers with annual copies of any policies and procedures.

4. EXCLUDED INDIVIDUALS AND ENTITIES

Employees of HSA who, because of convictions or because of current or past failures to comply with state and federal program requirements, become designated as ineligible persons or are identified for exclusion from involvement in state and federal programs, shall be removed from responsibility or participation in or involvement with all aspects of this federally funded program, until such time as the person or entity is no longer identified on the exclusion lists.

HSA shall be responsible to perform ongoing exclusion reviews of current employees to ensure that HSA does not hire or contract with any individual or entity under sanction or exclusion by the state and federal government. As an outcome of ongoing exclusion reviews, HSA agrees to provide to BHRS written certification under penalty of perjury that no current employee, subcontractor, entity or agent is excluded from participation of Medicaid or Medi-Cal programs per 42 CFR 455.436 and Welfare and Institutions Code 14043.61. Detailed reporting shall be made available to BHRS upon demand. Failure to comply shall lead to contract termination.

HSA shall be responsible to ensure and attest to that all providers or any person with a 5 percent or more direct or indirect ownership in the provider under this agreement have undergone a criminal background check per 42 CFR 45.434 and other applicable State requirements based on the category of the provider.

The BHRS shall not reimburse for past, present or future services rendered by individual that were under employment by HSA and have been excluded from federal and state participation.

5. MONITORING

The BHRS' will monitor ongoing program compliance through facility visits, consumer record review and financial record review. BHRS Contract Monitors will visit facilities announced or unannounced.

6. NOTIFICATION OF UNUSUAL OCCURRENCE

HSA shall notify BHRS Compliance Officer of any unusual or physical incidents (i.e., abuse, injury and death) that may affect BHRS' clients within twenty-four (24) hours of occurrence and, at the request of Managed Care, provide BHRS with a copy of all investigation reports concerning incidents, as well as the appropriate disposition and corrective action taken to resolve the incident.

7. STANDARDS OF PRACTICE

Standards of practice of HSA shall be determined by the professional standards of HSA's trade or field of expertise and all applicable provisions of law and other rules and regulations of any and all governmental authorities relating to provision of services as defined in this Agreement.

8. COMPENSATION AND LIABILITY FOR DAMAGES UPON TERMINATION

Neither party shall be relieved of liability to the other for damages sustained by either party by virtue of any breach of this Agreement, regardless of whether this Agreement was terminated for cause or for convenience. BHRS may withhold any payments not yet made to HSA for purpose of setoff until such time as the exact amount of damages due to BHRS from HSA is determined and established in writing, signed by both parties.

9. STAFFING, TRAINING AND SUPERVISION

HSA shall train and maintain appropriate supervision of all persons providing services under this Agreement with particular emphasis on the supervision of para-professionals, interns, students, and clinical volunteers in accordance with HSA's clinical supervision policy.

HSA shall be responsible for the training of all appropriate staff on applicable State manuals and/or training materials and State and BHRS policies and procedures as well as on any other matters that BHRS may reasonably require.

10. QUALITY MANAGEMENT/UTILIZATION REVIEW

HSA shall be in full compliance with BHRS' Quality Management Plan. BHRS shall have access to, and conduct audits and reviews of, records, policies and

procedures incident reports, and related activities it deems necessary to support BHRS' Quality Management functions.

HSA and BHRS, to the extent feasible, shall include their respective Quality Management staff in each other's Quality Management activities. Such activities shall include, but not be limited to, Quality Improvement Councils, chart audits, program compliance reviews, and Medi-Cal certifications.

BHRS' Quality Assurance Plan: The BHRS or its agent will evaluate HSA's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing HSA's compliance with all contract terms and performance standards. HSA deficiencies which BHRS determines are severe or continuing and that may place performance of the Agreement in jeopardy if not corrected may be reported to the Managed Care/Quality Improvement Unit. The report will include improvement/corrective action measures taken by the BHRS and HSA. If improvement does not occur consistent with the corrective action measures, BHRS may terminate this Agreement or impose other penalties as specified in this Agreement.

11. PATIENT RIGHTS AND PROBLEM RESOLUTION PROCESS

HSA shall comply with all relevant rules, regulations, statutes, and BHRS policies and procedures related to individuals' rights to a complaint process and timely compliant resolution.

HSA shall comply with the Mental Health Plans (MHPs) Medi-Cal beneficiary and/or Mental Health Services Act problem resolution process. This does not preclude HSA's commitment to resolve problems or complaints by Medi-Cal beneficiaries at the informal level as simply and quickly as possible. Nothing in this Agreement shall prevent Medi-Cal beneficiaries' from utilizing the MHPs and other rights and processes regarding complaints and grievances, which are guaranteed by statute.

Provision of this Agreement shall not be construed to replace or conflict with the duties of BHRS' Patients' Rights Advocate as described in Section 5520 of the W & I Code.

Exhibit B—Budget

MERCED COUNTY HUMAN SERVICES AGENCY
VETERANS SERVICES DIVISION

**MHSA Budget
FY 2017-2018**

Staffing

Supervising Veterans Claims Representative	FTE	0.5
Veterans Claims Representative	FTE	0.5
Total FTE		1.0

Expenditures

Personnel Expenditures (Supervising Veterans Claims Representative)	\$	50,411
Personnel Expenditures (Veterans Claims Representative)	\$	46,643
Operating Expenditures		
Veterans Events Advertising Account 21862	\$	1,000
Special Department Expense Veterans Outreach Items Acct 22300	\$	1,946
<u>Total Costs (Salary, Benefits , Operating)</u>	\$	100,000

Exhibit C—Scope of Work

HSA's Veteran Services Office (VSO), hereinafter called "Veterans", and BHRS shall work together to provide services to veterans of United States military service, their spouses, dependents, and/or survivors, to assist them in the prevention or treatment of mental health or substance abuse problems.

BHRS' services shall include, but are not limited to, providing treatment and rehabilitation services to assist veterans in the prevention or treatment of mental health problems.

A. HSA's Duties:

1. Consult with Veterans during scheduled claim appointments or walk-in visits to identify mental health or substance abuse problems. Utilize behavioral health screening tools during scheduled claim appointments.
2. Establish and maintain an effective referral system for Veterans in need of mental health services. Providers shall include, but are not limited to: the Department of Mental Health; Veterans Affairs (VA) Merced Outpatient Clinic; VA Central California Health Care System in Fresno; Fresno Vet Center; and the Modesto Vet Center.
3. Provide outreach to community veterans, service providers, veteran service organizations, or other outside agencies on benefits and mental health services.
4. Provide quarterly outcomes and data report to BHRS.

SMART (Specific, Measurable, Attainable, Relevant, and Timely) Goals for VSO

1. Increase participation in special events, fairs, or other tabling events to 15 each year.
2. Participate in 5 presentations regarding mental health for veterans.
3. Utilize Depression, PTSD, and/or Substance Abuse screening tools, when determined necessary by staff, in order to refer and track mental health status of veteran. Track and report number of screening tools administered and completed by veterans.
4. Maintain an annual satisfaction level of 80% as gauged by a satisfaction survey.
 - a. HSA shall administer a quarterly satisfaction survey to their participants and report on the level of satisfaction.

B. BHRS' Duties:

1. Provide "Mental Health First Aid" (MHFA) training sessions and certification for VSO staff, to include the County Veterans Service Officer (CVSO), Supervising Veteran Claims Representative (SVCR), and Veteran Claims Representative (VCR).
2. Provide technical assistance and consultation for VSO staff regarding mental health literacy, early identification, triaging, and referral processes. This may include screening tools and/or upfront assessments.

EXHIBIT D
"PURCHASES"

1. Purchase Practices: HSA shall fully comply with all Federal, State and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies. Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

2. Proprietary Interest of COUNTY: In accordance with all applicable Federal, State and County laws, ordinances, rules, regulations, manuals, guidelines and directives, COUNTY shall retain all proprietary interest, except the use during the term of this Agreement, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by HSA using any COUNTY funds. Upon the termination for cause of this Agreement, the discontinuance of the business of HSA, the failure of HSA to comply with any of the provisions of this Agreement, the bankruptcy of HSA or its giving an assignment for the benefit of creditors, or the failure of HSA to satisfy any judgment against it within 30 calendar days of filing, COUNTY shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of HSA. HSA, in conjunction with COUNTY, shall attach identifying labels on all such property indicating the proprietary interest of COUNTY.

3. Inventory Records, Controls and Reports: HSA shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any COUNTY funds. Upon request from the COUNTY, HSA shall provide the COUNTY with an accurate and complete inventory report of all furniture, fixtures, equipment, materials and supplies, purchased or obtained using any COUNTY funds. Within five (5) business days after the expiration or termination of the Agreement, HSA shall submit to COUNTY the same inventory report updated to expiration or termination date.

4. Protection of Property in HSA's Custody: HSA shall take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any COUNTY funds, against any damage or loss by fire, burglary, theft, disappearance, vandalism or misuse.

5. Disposition of Property in HSA's Custody: Upon the termination of this Agreement for cause, or at any other time that COUNTY may request, HSA shall: (1) provide access to and render all necessary assistance for physical removal by COUNTY or its authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds, in the same

condition as such property was received by HSA, reasonable wear and tear excepted, or (2) at COUNTY's option, deliver any or all items of such property to a location designated by the COUNTY. Any disposition, settlement or adjustment connected with such property shall be in accordance with all applicable Federal, State and County laws, ordinances, rules, regulations, manuals, guidelines and directives.

6. HSA's Right to Property Upon Successful Completion of Project:

Notwithstanding any other provision of this Section and upon COUNTY's determination, said determination being in the sole discretion of COUNTY, that HSA has successfully completed an approved project for which all furniture, fixtures, equipment, materials, and supplies were purchased, and a period of one year has passed following the successful completion of said project, HSA shall have the right to all such furniture, fixtures, equipment, materials and supplies, purchased or obtained by HSA using any COUNTY funds as part of the said approved project under this Agreement, and COUNTY shall have no proprietary interest therein, provided that HSA is not in default under any term of the Agreement.

Exhibit M—Mental Health Services Act (MHSA) Additional Terms and Conditions

HSA shall provide services in accordance with the terms and conditions stated herein, and any specifically referenced attachments hereto. The HSA shall become familiar with principles listed in the Mental Health Services Act (MHSA), also known as Proposition 63 such as the Accountability and Evaluation section of the guidelines.

1. DEFINITIONS

“Adult” means an individual 18 years of age through 59 years of age.

“Children and Youth” means an individual from birth through 17 years of age.

“Client” means an individual of any age who is receiving or has received mental health services. As used in these regulations, the term “client” includes those who refer to themselves as clients, consumers, survivors, patients or ex-patients.

“Client Driven” means that the client has the primary decision-making role in identifying his/her needs, preferences and strengths and a shared decision-making role in determining the services and supports that are most effective and helpful for him/her. Client driven programs/services use clients' input as the main factor for planning, policies, procedures, service delivery, evaluation and the definition and determination of outcomes.

“Community Collaboration” means a process by which clients and/or families receiving services, other community members, agencies, organizations, and businesses work together to share information and resources in order to fulfill a shared vision and goals.

“Community Program Planning” means the process to be used by the BHRS to develop Three-Year Program and Expenditure Plans, and updates in partnership with stakeholders to:

- (1) Identify community issues related to mental illness resulting from lack of community services and supports, including any issues identified during the implementation of the Mental Health Services Act.
- (2) Analyze the mental health needs in the community.
- (3) Identify and re-evaluate priorities and strategies to meet those mental health needs.

“Community Services and Support” means service delivery systems for mental health services and supports for children and youth, transition age youth, adults, and older adults. These services and supports are similar to those found in Welfare and Institutions Code Sections 5800 et. seq. (Adult and Older Adult Systems of Care) and 5850 et. seq. (Children's System of Care).

“Cultural Competence” means incorporating and working to achieve each of the goals listed below into all aspects of policy-making, program design, administration and service delivery. Each system and program is assessed for the strengths and weaknesses of its proficiency to achieve these goals. The infrastructure of a service, program or system is transformed, and new protocol and procedure are developed, as necessary to achieve these goals.

“Early Intervention Program” means treatment and other services and interventions, including relapse prevention, to address and promote recovery and related functional outcomes for a mental illness early in its emergence, including the applicable negative outcomes that may result from untreated mental illness. Early Intervention Program services shall not exceed eighteen months, unless the individual receiving the service is identified as experiencing first onset of a serious mental illness or emotional disturbance with psychotic features, in which case early intervention services shall not exceed four years.

“Family Driven” means that families of children and youth with serious emotional disturbance have a primary decision-making role in the care of their own children, including the identification of needs, preferences and strengths, and a shared decision-making role in determining the services and supports that would be most effective and helpful for their children. Family driven programs/services use the input of families as the main factor for planning, policies, procedures, service delivery, evaluation and the definition and determination of outcomes.

“Full Service Partnership” means the collaborative relationship between the BHRS and the client, and when appropriate, the client's family, through which the BHRS plans for and provides the full spectrum of community services so that the client can achieve the identified goals.

“Linguistic Competence” means organizations and individuals working within the system are able to communicate effectively and convey information in a manner that is easily understood by diverse audiences, including individuals with Limited English Proficiency; individuals who have few literacy skills or are not literate; and individuals with disabilities that impair communication. It also means that structures, policies, procedures and dedicated resources are in place that enables organizations and individuals to effectively respond to the literacy needs of the populations being served.

“Mental Health Services Act” means the laws that took effect on January 1, 2005 when Proposition 63 was approved by California voters and codified in the Welfare and Institutions Code.

“Older Adult” means an individual 60 years of age and older.

“Outreach and Engagement Service Category” means the service category of the Community Services and Supports component of the Three-Year Program and

Expenditure Plan under which the BHRS may fund activities to reach, identify, and engage unserved individuals and communities in the mental health system and reduce disparities identified by the BHRS.

“Prevention Program” means a set of related activities to reduce risk factors for developing a potentially serious mental illness and to build protective factors. The goal of this Program is to bring about mental health including reduction of the applicable negative outcomes as a result of untreated mental illness for individuals and members of groups or populations whose risk of developing a serious mental illness is greater than average and, as applicable, their parents, caregivers, and other family members.

“Transition Age Youth” means youth 16 years to 25 years of age.

“Underserved” means clients of any age who have been diagnosed with a serious mental illness and/or serious emotional disturbance and are receiving some services, but are not provided the necessary or appropriate opportunities to support their recovery, wellness and/or resilience. When appropriate, it includes clients whose family members are not receiving sufficient services to support the client's recovery, wellness and/or resilience. These clients include, but are not limited to, those who are so poorly served that they are at risk of homelessness, institutionalization, incarceration, out-of-home placement or other serious consequences; members of ethnic/racial, cultural, and linguistic populations that do not have access to mental health programs due to barriers such as poor identification of their mental health needs, poor engagement and outreach, limited language access, and lack of culturally competent services; and those in rural areas, Native American Rancherias and/or reservations who are not receiving sufficient services.

“Unserved” means that individual who may have serious mental illness and/or serious emotional disturbance and are not receiving mental health services. Individuals who may have had only emergency or crisis-oriented contact with and/or services from the BHRS may be considered unserved.

“Workforce Education and Training” means the component of the Three-Year Program and Expenditure Plan that includes education and training programs and activities for prospective and current Public Mental Health System employees, contractors and volunteers.

2. MHSA CULTURAL COMPETENCY

HSA shall make available to BHRS evidence of trainings, staff attendance, and course content upon request of BHRS. HSA shall use professional skills, behaviors, attitudes and policies in their system that ensures the system, or those being seen in the system, work effectively in a cross cultural environment.

In addition to the Cultural Competency requirement stated in Exhibit A, section 3, the HSA shall complete the following additional requirements:

- a. All staff funded under this agreement shall complete thirty two (32) hours of cultural competency training; and
- b. HSA agrees to designate one or more representatives to participate in monthly Cultural Competency Committee meetings at BHRS Behavioral Health and Recovery Services (BHRS).

3. MHSA PURCHASE AUTHORIZATION ADDITIONAL REQUIREMENTS

HSA shall comply with the following methods of purchasing Capital Assets, Fixed Assets, and Consumables. All expense categories are bound by the State Controller Office in addition to Exhibit D "PURCHASES". Upon receipt of proper invoice as per section "TERMS OF PAYMENT", a Property tag will be issued to the HSA for tagging Capital and Fixed Assets (does not include outreach and engagement materials).

- a. For Capital Assets, consisting of \$5,000 or more in cost or value, will require prior approval and may be subject to depreciation which includes leases. The approval process involves written request to the BHRS Director or designee, presentation to the Mental Health Ongoing Planning Council, Stakeholders' input, and approval from the BHRS Board of Supervisors, and Mental Health Services Oversight and Accountability Commission. These items are subject to tagging.
- b. For Fixed Assets, including minor equipment, HSA shall seek prior written approval of the BHRS Director or designee for purchases invoiced \$1 to \$4,999.99. These items are subject to tagging.
- c. For Consumables, which include all outreach and engagement incentives, HSA shall seek prior written approval of the BHRS Director or designee purchases of all consumables items. Consumables must have the MHSA Logo, or indication that program receives funding through MHSA. Consumables are for participants only, no personnel staff shall benefit from this cost.

4. BUDGET REVISION REQUEST

There are two identified timeframes available to request revisions to Exhibit B: December which is the sixth month of the fiscal year and March which is the ninth month of the fiscal year. This ensures HSA's operate according to the

approved MHSA Plan and allocated amount, as well as follow established procedures for requesting revisions to scope and/or budget in a timeframe that allows for BHRs Board of Supervisors approval.

a. Budget Revision Format:

- i. Include a cover letter addressed to the Director of BHRs explaining the revisions requested and the justification for the revisions, including if the Scope of Services will change.
- ii. Revised budgets must include columns for Original Budget, Requested Revision and Revised Budget, with balanced budgets and clear detail of the revisions or line item moves being requested.

b. Review and Approval/Denial Process:

- i. Submit cover letter and revised budget to Director with an email copy of documents to the assigned Analyst.
- ii. Director of BHRs and MHSA Staff will review each request to determine if the revision to scope and/or budget is consistent with the approved MHSA Plan, allocated amount and the State's definition of Direct and Indirect Cost.
- iii. MHSA Staff will notify HSA if revision is approved or denied by the Director of BHRs.
- iv. For approved requests, MHSA Staff will follow the BHRs process for contract amendments.

5. REPORTING

HSA shall provide quarterly outcomes and data report to BHRs. The information required and due dates for the quarterly report are detailed in Exhibit C.

a. Prevention and Early Intervention Reporting Requirements:

HSA shall provide the following information in each quarterly report:

- i. Provide counts on unduplicated prevention encounters, duplicated prevention encounters, unduplicated early intervention encounters, duplicated early intervention encounters, unduplicated individual counts, and outreach & engagement;
- ii. Provide unduplicated counts on ethnicity, race, primary language, age, sexual orientation, gender, current gender identity, zip code,

veteran status, and disability; and

- iii. Complete a narrative covering the following information:
 - 1. Explain in detail your interpretations of the program data reported for this quarter;
 - 2. Details of all the activities done this Quarter. i.e. outreach and engagement, list dates, locations, event types, event names, etc.;
 - 3. What are some of the challenges that the program faced this quarter;
 - 4. What are some of the successes that the program faced this quarter; and
 - 5. Comments, questions, and concerns.
 - iv. Provide and maintain a quarterly flow chart of the services offered by the HSA.
 - v. Other information as requested by BHRS.
 - vi. Participate in Prevention and Early Intervention Quarterly meetings as scheduled by BHRS.
- b. HSA shall submit a quarterly report to BHRS as follows:

Quarters	Months	Due Date
1	07/01-09/30	10/31
2	10/01-12/31	01/31
3	01/01-03/31	04/30
4	04/01-06/30	07/31