Revised: March 20, 2023 [added pages 153 (a) - 153 (k)]

Memorandum of Understanding between Santee School District and Fred Finch Youth & Family Services (FFYFS) For the Implementation of the Screening to Care Initiative (STCI)

This Memorandum of Understanding (MOU) is executed this 21st day of March, 2023 by and between Fred Finch Youth & Family Services, hereinafter referred to as "FFYFS", and the Santee School District, hereinafter referred to as "the DISTRICT," each individually referred to as "a PARTY" and collectively as "the PARTIES," to set forth the terms, conditions, roles, responsibilities, and agreements of the PARTIES for the successful implementation and operation of the Screening to Care Initiative ("SCTI") funded by the County of San Diego, Department of Health and Human Services, Behavioral Health Division.

RECITALS

WHEREAS, the DISTRICT operates ten (10) schools serving Kindergarten through 8th grade students and has agreed to implement SCTI to screen their 6th through 8th grade students for behavioral health needs in eight (8) DISTRICT schools ("Participating School(s)") enumerated in Appendix A of this MOU, incorporated herein by reference; and

WHEREAS, the DISTRICT agrees to partner with FFYFS, a community-based, not for profit organization, to operate the STCI; and

WHEREAS, the DISTRICT's execution of this MOU ensures that each Participating School will adhere to the agreements described in this MOU; and

WHEREAS, FFYFS was awarded the contract to operate STCI by the County of San Diego through a competitive request for proposal procurement process and has executed a contract with the County of San Diego ("SDC Contract") to deliver the SCTI program to DISTRICT school sites; and

WHEREAS, FFYFS is obligated to implement the STCI in accordance with the SDC Contract Statement of Work ("SOW"), included as Appendix B to this MOU and incorporated herein by reference.

Now, THEREFORE, the PARTIES agree to the following terms in order to facilitate the smooth operation of the STCI with the intent of providing Multi-Tiered Systems of Support ("MTSS") services to students enrolled in the Participating Schools, including activities designed to promote student well-being, social and emotional learning, and student success. STCI includes family engagement activities and recognizes that caregiver and family involvement in student school participation is paramount to the success of students and the SCTI program.

TERMS

Santee School District agrees to:

- Follow DISTRICT protocols for obtaining consent from parents and caregivers to allow for students to participate in the STCI.
- Procure the services of Illuminate Education, the purveyor of *mySAEBRS* screening tool, with a contract to provide one school wide screening process within 60 calendar days of executing this MOU.
- Agree to include FFYFS STCI in the DISTRICT's student assessment process (Student Study Teams, or similar) as needed.
- Identify and designate a single point of contact for the DISTRICT
- Ensure each Participating School does the following to successfully implement the STCI:
 - o Identify and designate a location on the school site as a STCI staff area.

- o Identify and designate a location on the school site to be used for student small group participation.
- o Identify and designate a single point of contact for each Participating School.
- Develop and implement a plan for handling after school hour services to include school access and security.
- o Determinate the hours of STCI operation at the school site.
- Develop and implement a plan to coordinate program support during school holidays and breaks.

Fred Finch Youth & Family Services agrees to:

- Designate a Program Manager who will be the single point of contact for the DISTRICT and the Participating Schools.
- Hire, train and employ necessary staff to implement STCI at Participating Schools.
- In collaboration and agreement with each Participating School, select MTSS strategies to be used. FFYFS will
 work with each Participating School to determine appropriate evidence-based practices for each MTSS tier
 strategy.
 - o Tier I strategies shall be school-wide implemented by the Participating School with support of FFYFS staff.
 - Tier II strategies are small group interventions, led by SCTI staff members, for students determined to be in need of these services through the screening protocol.
 - FFYFS STCI staff will coordinate access to appropriate behavioral health services for students determined to need Tier III interventions through screening or staff referral from Participating Schools.
- FFYFS will develop and implement a published referral process for those students determined to need Tier III services.
- FFYFS will employ staff in accordance with the SDC Contract. Staff roles and responsibilities shall include:
 - o Program Manager- responsible for the operation of the STCI at all Participating School sites and functions as the single point of contact for Participating Schools and DISTRICT administration.
 - Intervention Facilitators- a trained paraprofessional with a bachelor's degree who will assist with MTSS interventions at each Participating School and implement Tier I and Tier II interventions.
 - Promotores- Under a contract with Vision Y Compromiso, each Participating School will benefit from a
 Hispanic/Latino community member with specialized training to provide basic health education
 ("Promotora") to assist with family and caregiver engagement, education, and involvement in the STCI.
 - FFYFS will employ administrative, quality assurance, and data management staff to support the operations and reporting requirements, as delineated in the SDC Contract.
- Operate the STCI in accordance with the SDC Contract and published SOW, which are integral parts of this MOU.
- Obtain and maintain professional liability insurance naming the DISTRICT as an additional insured, for at least \$1 million per claim and \$3 million in the aggregate, for the entire term of this MOU.
- Obtain and maintain workers compensation insurance for its workers in accordance with State of California requirements and regulations for the entire term of this MOU.
- To the fullest extent permitted by law, FFYFS agrees to indemnify, and hold DISTRICT entirely harmless from all liability arising out of:
 - Workers' Compensation and Employers Liability: Any and all claims under Workers' Compensation acts and other employee benefit acts with respect to FFYFS's employees or FFYFS's subcontractor's employees arising out of FFYFS's work under this MOU; and
 - o General Liability: Liability for damages for (1) death or bodily injury to person; (2) injury to, loss or theft of property; (3) any failure or alleged failure to comply with any provision of law or (4) any other loss, damage or expense arising under either (1), (2), or (3) above, sustained by the FFYFS or the DISTRICT, or

- any person, firm or corporation employed by the FFYFS or the DISTRICT upon or in connection with this MOU, except for liability resulting from the sole or active negligence, or willful misconduct of the DISTRICT, its officers, employees, agents or independent consultants who are directly employed by the DISTRICT;
- Professional Liability: Any loss, injury to or death of persons or damage to property caused by any act, neglect, default or omission of the FFYFS, or any person, firm or corporation employed by the FFYFS, either directly or by independent contract, including all damages due to loss or theft, sustained by any person, firm or corporation including the DISTRICT, arising out of, or in any way connected with the services performed by FFYFS in accordance with this MOU, including injury or damage either on or off DISTRICT property; but not for any loss, injury, death or damages caused by the sole or active negligence, or willful misconduct of the DISTRICT.
- o FFYFS, at its own expense, cost, and risk, shall defend any and all claims, actions, suits, or other proceedings that may be brought or instituted against the DISTRICT, its officers, agents or employees, on any such claim or liability, and shall pay or satisfy any judgment that may be rendered against the DISTRICT, its officers, agents or employees in any action, suit or other proceedings as a result thereof.

The term of this MOU is March 1, 2023 through December 31, 2025, which is the duration of the SDC Contract. Either PARTY may terminate this MOU, with or without cause, by providing ninety (90) calendar days written, advance notice to the other PARTY and the County of San Diego.

Through the signatures entered below, the DISTRICT and FFYFS agree to abide by the provisions outlined in this MOU and agree to work cooperatively in the implementation of STCI at the DISTRICT's Participating Schools.

	Date
Thomas N Alexander	
President & CEO	
Fred Finch Youth Center, dba Fred Finch Youth & Family Services	
	Date
Dr. Kristin Baranski	
Superintendent	
Santee School District	

APPENDIX A

List of Participating Schools

Cajon Park
Carlton Hills
Carlton Oaks
Chet Harritt
Hill Creek
Pepper Drive
Pride Academy

Rio Seco

APPENDIX B: SDC Contract Statement of Work

EXHIBIT B – STATEMENT OF WORK

1. SCOPE OF WORK

Contractor shall operate a school-based behavioral health program focused on serving middle school students regardless of insurance status, hereafter known as clients. Services shall be provided in the (East/North Costal/North Inland & Poway Unified/San Diego Unified/South) region of the County and aligned with Special Education Local Plan Area (SELPA) Planning Area. Utilizing the Multi-Tiered System of Supports (MTSS) Framework, the program shall include, at minimum, the following four components for all schools that have chosen to implement the County-selected screening tool:

- 1. Prompt review and stratification of school-administered behavioral health mySAEBRS student screening results to guide student engagement efforts.
- 2. Provision of Tier 2, small group interventions on participating school campuses. The Contractor shall use screening results, when available, to identify students who would benefit from Tier 2 interventions.
- 3. Limited care coordination activities for students requiring Tier 3 treatment interventions. Contractor shall work with available data to connect identified students with school-based and/or community-based providers appropriate to each student's needs.
- 4. Utilize the Promotora model to support and engage the parents/caregivers of the students.

Contractor shall serve regional planning areas in which Contractor maintains relationships with key community stakeholders, including, as appropriate, tribal, and multi-cultural representation. Services shall adhere to Children's System of Care (CSOC) principles and be community based, with services provided at designated school sites, as well as leveraging telehealth as appropriate. Contractor shall provide school-based services at designated school sites during school hours and after hours as agreed upon between Contractor and school administration. Contractor shall communicate and coordinate with school staff to ensure seamless integration into the school day. To this end, Contractor shall maintain a regular service and onsite schedule agreed to by each school served. Contractor shall maintain student data electronically and ensure that appropriate school staff have timely access to such data. Data sharing shall be subject to applicable provisions of both the federal Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Family Educational Rights and Privacy Act (FERPA).

To increase parent participation at the designated public schools and support the Screening to Care Initiative, the contractor shall utilize Promotora based on the Promotora model to enhance Family, Community, and School partnerships. The Promotora model employs a parent (utilized broadly as a term for all caregivers) from the community to serve as a bridge between schools and the communities. The Promotora have had or have children at the designated schools and reflect the diversity of the families within the community, including language, ethnicity, gender, and age diversity. The Promotora work with parents, school and the community to determine prevention needs and provide resources and or connection to services that focus on family wellness, strengthening resilience, reducing disparities in accessing substance use and mental health services, reducing stigma and discrimination, and helping families make connections with the schools and other services/supports in the community. These services primarily provided to the parents aim to increase the protective factors and resilience of the family unit, reduce family isolation, and increase parent engagement with the schools. Possible community outreach activities and education may include but not be limited to building effective parenting skills, information about child development and managing early signs of child struggles, information and support in working with the school, psycho-educational groups, stress reduction through yoga, physical activity, or art, music and movement and assistance in accessing community resources.

2. BACKGROUND

The American Rescue Plan Act of 2021 (ARPA) was signed into federal law on March 11, 2021, establishing a \$1.9 trillion relief package for states, counties, cities, and towns across the nation. San Diego County was allocated \$648.4 million, which will fund a wide range of priorities organized in the County's ARPA Framework and adopted by the County of San Diego Board of Supervisors on June 8, 2021. Youth behavioral health represents one of the County's adopted priorities, which includes financial support for universal screening and school-based interventions for children and youth throughout the County. All funds must be obligated by December 31, 2024, with spend completed by December 31, 2026.

On June 8, 2021, the County of San Diego Board of Supervisors approved the launch of the County's Comprehensive Harm Reduction Strategy that envisions a community where the impacts related to substance use are seen as a crisis that influences overall health, well-being, and the quality of life of the individual, families, and community, where stigma does not impede access to services, and where we realize a community free of substance use-related harms. The strategy embarked on a mission to protect San Diegans from the individual, family, and community impact of drug use by enacting a harm reduction approach towards substance use which prioritizes human dignity, saving lives, providing appropriate levels of care for people who use drugs (PWUD), and best practices in addressing substance use, and addiction.

County of San Diego, Behavioral Health Services (BHS) Children, Youth and Families (CYF) Services is a "System of Care (SOC)." The SOC is based on Child and Adolescent Service System Program (CASSP) System of Care principles and the Wraparound Initiative of the State of California (All County Information Notice I-28-99, April 7, 1999; and SB163, Wraparound Pilot Project). The SOC shall ensure that agencies serving San Diego County youth from age 0 through age 21 have coordinated Services Template: rev 10/1/2022 v5.4

services resulting in improved youth and family, and system outcomes consistent with SOC values and principles as evidenced by:

- Collaboration of four sectors- Coordination and shared responsibility between child/youth/family, public agencies, private
 organizations, and education.
- Integrated- Services and supports are coordinated, comprehensive, accessible, and efficient.
- Child, Youth, and Family Driven- Child, youth, and family voice, choice, and lived experience are sought, valued, and prioritized in service delivery, program design and policy development.
- Individualized- Services and supports are customized to fit the unique strengths and needs of children, youth, and families.
- Strength-based- Services and supports identify and utilize knowledge, skills, and assets of children, youth, families, and their community.
- Community-based- Services are accessible to children, youth and families and strengthen their connections to natural supports and local resources.
- Outcome driven- Outcomes are measured and evaluated to monitor progress and to improve services and satisfaction.
- Culturally Competent- Services and supports respect diverse beliefs, identities, cultures, preference, and represent linguistic diversity of those served.
- Trauma Informed- Services and supports recognize the impact of trauma and chronic stress, respond with compassion, and commit to the prevention of re-traumatization and the promotion of self-care, resiliency, and safety.
- Persistence- Goals are achieved through action, coordination, and perseverance regardless of challenges and barriers.

Live Well San Diego Vision: The County of San Diego Health and Human Services Agency supports the Live Well San Diego vision of Building Better Health, Living Safely, and Thriving. Live Well San Diego, developed by the County of San Diego, is a comprehensive, innovative regional vision that combines the efforts of partners inside and outside County government to help all residents be healthy, safe, and thriving. All HHSA partners and contractors, to the extent feasible, are expected to advance this vision. Building Better Health focuses on improving the health of residents and supporting healthy choices. Living safely seeks to ensure residents are protected from crime and abuse, neighborhoods are safe, and communities are resilient to disasters and emergencies. Thriving focuses on promoting a region in which residents can enjoy the highest quality of life.

Information about Live Well San Diego can be found on the County's website and a website dedicated to the vision:

- http://www.sdcounty.ca.gov/hhsa/programs/sd/live_well_san_diego/index.html
- http://www.LiveWellSD.org

Requirements, deliverables, and measurable outcomes in Exhibit A: Statement of Work that supports *Live Well San Diego* may be found in the following sections: 8.6, 8.20 and 10.8.

3. GOALS AND OUTCOMES

The overarching goal of the Screening to Care Initiative is to screen middle school students to determine social-emotional need and provide prevention and early intervention supports utilizing the Multi-Tiered System of Supports (MTSS) Framework in the following way:

Tier 1 – Universal or Primary – projected to reflect most students (75-90%)

As the largest tier, and the foundation for the MTSS Framework, Tier 1 encompasses the entire school with core instructions and basic interventions. This structure, managed through the school, helps to build positive relationships between staff and students. It includes proactive classroom management strategies aimed at creating a supportive atmosphere. Contractor shall utilize mySAEBRS screening results to recommend areas of focus to the school. Students who do not respond to these interventions may require Tier 2 supports.

Tier 2 – Secondary – projected to reflect a smaller group of students (10-25%)

Some students need limited extra assistance in meeting academic and behavioral goals, and it is in Tier 2 that these students receive that support. Often these interventions and supports are delivered in small group settings focused on skill building. Check-In/Check-Out interventions may also be a part of Tier 2 provision. This targeted support, offered through the contractor on school grounds, allows students to work toward developing a stronger social-emotional skillset.

Tier 3 – Tertiary – projected to consist of a small subset of students (< 10%)

For a subset of students, supports through Tier 1 or Tier 2 interventions are not sufficient, and they require more formal individualized supports, including assistance from outside agencies such as behavioral or family therapists. Contractor shall connect identified students to Tier 3 behavioral health treatment available through the student's managed care provider (private or Medi-Cal) through time limited care coordination.

mySAEBRS is the brief Social, Academic, and Emotional Behavioral Risk Screener to be utilized by participating schools in collaboration with the contractor to identify school, class, and individual level social-emotional needs. Identification of school community and student needs through this screener is then utilized to connect students to the appropriate level of care. Contractor shall be compensated for Administration and Overhead Costs and Performance/Incentive Outcomes for all services

performed not to exceed the total annual amount as proposed in Exhibit C. Compensation shall be allocated as follows:

- Administration and Overhead Costs (Cost Reimbursement) are monthly compensation for the general provision of services according to the Statement of Work and aligned with expended costs.
- Performance/Incentive Outcomes are compensation which are equivalent to the level of achievement of performance/incentive measures.
- 3.1 Contractor shall report the following outcomes and performance measures as specified in the instructions for completion of the Program Monthly Status Report (MSR) and Monthly Invoice.
 - 3.1.1 Pay Point 2. Establish a Memorandum of Understanding (MOU) with school districts per timelines specified on Exhibit C, which includes a commitment by the school districts to administer mySAEBRS screening tool to students within 90 days of MOU execution and provide services on campus within 30 days of MOU execution. Additional performance incentive outlined on Exhibit C.
 - 3.1.2 Pay Point 3. mySAEBRS stratification report accepted by Contracting Officer's Representative (COR) and submitted to identified schools per timelines specified on Exhibit C. Additional performance incentive outlined on Exhibit C. Initiated in Year 2, contractor shall administer at least two (2) mySAEBRS screening tool per school during the school year and submit to the COR a report that outlines all variations from the first to second screening.
 - 3.1.3 Pay Point 4A. Provide Tier 2 services to a minimum number of unduplicated students per fiscal/school year as specified on Exhibit C, with a minimum of three (3) group or individual contacts per student that lasted at least 30 minutes each. Additional performance incentive outlined on Exhibit C.
 - 3.1.4 Pay Point 4B. A minimum number of unduplicated students per fiscal/school year as specified on Exhibit C shall be connected to Tier 3 services evidenced by student attending one (1) treatment session as a result of contractor's care coordination. Additional performance incentive outlined on Exhibit C.
 - 3.1.5 Pay Point 5. Contractor shall provide a minimum of 40 hours per month of Tier 2 services to students on each campus. Additional specifications outlined on Exhibit C.
 - 3.1.6 Pay Point 6. Contractor shall submit a COR approved Year-End Report to each participating school within 30 days of school year ending. Additional performance incentive outlined on Exhibit C.
 - 3.1.7 <u>Pay Point 7</u>. Contractor shall utilize a COR approved Satisfaction Survey to be administered to all Tier 2 participants, with a goal of minimum of 80% completion rate and a minimum of 80% satisfaction rate.
- 3.2 Contractor shall outreach and engage schools in the identified region and establish a Memorandum of Understanding (MOU) or Agreement with the school districts to utilize mySAEBRS universal screening tool for students.
- 3.3 Contractor shall work with each school to stratify results of the mySAEBRS screening to determine appropriate provision of care and deliver the following within 30 days of screening administration:
 - 3.3.1 Provide the school with written recommendations for primary Tier 1 focus based on the need(s) of the school community.
 - 3.3.2 Identify students who demonstrated need for Tier 2 small group interventions, complete outreach to each student/caregiver and invite to participate in Tier 2 services.
 - 3.3.3 Identify students who demonstrated need for Tier 3 treatment services, complete outreach to each student/caregiver and offer connection to care services (time limited care coordination).
- 3.4 mySAEBRS Implementation
 - 3.4.1 Contractor shall assist schools with mySAEBRS implementation with the expectation that within 90 days of formal partnership with identified school, the first administration of mySAEBRS shall occur.
 - 3.4.2 Contractor shall initiate Tier 2 small group services within 30 days of establishing a formal partnership with the school, accepting referrals to Tier 2 services from the school prior to completion of the mySAEBRS screening process.
 - 3.4.3 Contractor shall ensure that mySAEBRS is administered to student body a minimum of two times per fiscal/school

- year (excluding implementation year when one mySAEBRS administration is required).
- 3.4.4 Contractor shall assist schools in the administration of the mySAEBRS screening tool to 90% of enrolled students for all participating schools.
- 3.4.5 Contractor shall provide timely training and liaison support with Illuminate Education, Inc. for school sites to ensure successful implementation of mySAEBRS.
- 3.4.6 Contractor shall report the number of students who completed mySAERBS screener per school per school year and report the aggregated stratification of the results.
- 3.4.7 mySAEBRS aggregate data shall be collected by each school a minimum of two times per school year and reflect a decrease in number of students with identified social and emotional needs.
- 3.4.8 Any exceptions to mySAEBRS implementation timelines shall require written COR pre-approval.

3.5 Tier 1 Collaboration

- 3.5.1 Contractor shall evaluate mySAEBRS screening results to identify potential Tier 1 areas of focus. Within 30 days of screening, Contractor shall provide each school with a written report that outlines focus area recommendations.
- 3.5.2 Contractor shall be available for consultation and technical assistance to the school as it pertains to the recommendations and findings from the screening.

3.6 Tier 2 Services

- 3.6.1 Contractor shall utilize the (Offeror to Propose) evidence-based/evidence-informed curriculum(s) to provide Tier 2 services on the school campuses. Any changes to the curriculum shall require a COR written approval.
- 3.6.2 Contractor shall emphasize culturally and developmentally appropriate Tier 2 services.
- 3.6.3 Contractor shall ensure at least one intervention/group is focused on developing the capacity for empathy, compassion, and acceptance.
- 3.6.4 Contractor shall initiate provision of Tier 2 services on the school campus within 30 days of establishing a partnership with a school.
- 3.6.5 Contractor shall prioritize Tier 2 services to students identified through mySAERBS screening as appropriate for this level of care.
- 3.6.6 Contractor shall work with the school to outreach to caregivers of all students whose screening results identify a need for Tier 2 services within 15 days of screening.
- 3.6.7 Contractor shall provide a minimum of 10 hours of Tier 2 group sessions per week per school on the school campus either during school hours or after school hours based on the school community preference. Minimum level of school service provision shall be maintained for the duration of the school year and offer community-based support to students when school is not in session.
- 3.6.8 Contractor shall provide Check In interventions as appropriate for Tier 2 clients.
- 3.6.9 Eighty percent (80%) or more of students receiving Tier 2 services shall complete the COR-approved Satisfaction Survey.
- 3.6.10 Eighty percent (80%) or more of students receiving Tier 2 services shall report gaining useful knowledge and skills as a result of their participation, as evidenced by post-service survey.
- 3.6.11 Contractor shall track and report aggregated Tier 2 participants and report number of unduplicated clients (specifying number of referrals based on Tier 2 or Tier 3 need, as well as school referrals) and identified number of groups, total time, and Check In services obtained, as well as aggregated satisfaction/improvement outcomes.

3.7 Tier 3 Connections

- 3.7.1 Contractor shall work with the school to outreach caregivers of all students whose screening results identify a need for Tier 3 services within 15 days of screening.
- 3.7.2 Contractor shall educate the caregiver about the screening results and offer to assist with connection to treatment services.
- 3.7.3 Contractor shall provide time-limited care coordination support to facilitate a connection to care for families/students with private insurance, Medi-Cal, or no medical coverage.
- 3.7.4 Contractor shall determine if Tier 2 supports are necessary and appropriate while connection to Tier 3 is explored or as an ancillary service.

- 3.7.5 Contractor shall track and report on a quarterly basis aggregated data on Tier 3 identified students, including at minimum those students for whom the Contractor:
 - 3.7.5.1 Outreached for care coordination provision
 - 3.7.5.2 Determined to already be actively connected to sufficient care to meet the identified needs
 - 3.7.5.3 Successfully connected to care, as evidenced by confirmation of attendance at treatment service
 - 3.7.5.4 Was unable to connect to care
 - 3.7.5.5 Confirmed participation in ancillary Tier 2 supports

3.8 Promotora

- 3.8.1 Contractor shall utilize a Promotora at each designated school, with each Promotora having a current or past student from the school.
- 3.8.2 Promotora shall outreach and engage parents/caregivers from the identified schools with intent to enhance a connection between parents/caregivers and the school.
- 3.8.3 Promotora shall engage families in meaningful and culturally appropriate ways, that results in families taking an active part in their child's learning and school community.
- 3.8.4 Promotora shall provide trainings/education to ensure that parents/caregivers have tools to be active partners in their child's school experience.
- 3.8.5 Promotora shall provide programming to increase family's involvement in the schools and collaboration with teachers.
- 3.8.6 Promotora shall create opportunities to promote social connectivity and natural supports within the school community.
- 3.8.7 Promotora shall provide referrals and connections to resources to support family wellness.
- 3.8.8 Seventy-five percent (75%) of parents who receive services from a Promotora shall report satisfaction with services and increased involvement at their child's school and/or collaboration with the teachers as measured by a County-approved pre and post tests and/or survey administered under a protocol developed by the contractor.
- 3.8.9 Contractor shall utilize a COR-approved report to capture the following Promotora data per school on a quarterly and year to date basis:
 - 3.8.9..1. Promotora hours provided to school per month
 - 3.8.9..2. Promotora services offered per month
 - 3.8.9..3. Unduplicated number of parents/caregivers who engaged in a Promotora service
- 3.9 Contractor shall maintain service documentation and make it available to the County upon request.
- 3.10 Contractor shall communicate and collaborate with school, adhering to all confidentiality requirements.
- 3.11 Contractor shall implement and maintain a Program Advisory Group (PAG). The PAG will meet at least 2 times per year to advise Contractor on program design, practice, and policies. The PAG membership shall consist of at least 6 members, at least 50% of whom shall be individuals served by the program and shall reflect the ages and cultures of the client population. Meeting minutes and action items based on PAG input shall be reported quarterly to the Contracting Officer's Representative (COR).
- 3.12 Contractor shall develop relevant brochures in English and in Spanish and other threshold languages as appropriate, describing the program, and approved by the COR. Program brochures shall be dated and reviewed at least quarterly and updated as needed; any brochure updates/changes shall require COR approval prior to utilization.

4. TARGET POPULATION

- 4.1 Contractor shall provide services to students enrolled in schools that have formally agreed to implement the mySAEBRS screening tool, with a minimum of two administration of the screener per school year, with written COR exceptions when needed for the second screening in the implementation year.
 - 4.1.1 Special Education Local Plan Area (Offeror to propose SELPA region).
 - 4.1.2 Middle School students in the identified region as the primary focus.
 - 4.1.3 Kindergarten through 8 grade schools in the identified region as the secondary focus, with the ability to serve all students or focus on grades 6 through 8.

- 4.1.4 <u>Tier 2 Interventions</u>: students enrolled in participating schools who have been identified through mySAEBRS procedures (or school personal) as presenting, at minimum, moderate behavioral health risk and benefiting from Tier 2 behavioral health interventions.
- 4.1.5 <u>Limited Care Coordination</u>: students enrolled in participating schools who have been identified through mySAEBRS procedures (or school personal) as requiring (1) Tier 3 behavioral health supports, and (2) client coordination to access appropriate care.

5. FACILITIES AND SERVICE HOURS

- 5.1 Contractor shall provide services and have an active Memorandum of Understanding (MOU) or formal agreement with school districts in [Offeror to propose the SELPA Region].
- 5.2 Contractor shall offer school-based services as well as have available an administrative site where service provision can be made offered.

Program SiteDaysHoursOfferor to specify addressOfferor to specify days and times (day schedule)X AM – X PMOfferor to specify days and times (evening schedule)X AM – X PM

- 5.3 Contractor's facility shall comply with the requirements of the Americans with Disabilities Act (ADA) and California Title 24 and be located near public transportation.
- 5.4 Contractor shall have identified space on the school district campuses to provide services. Contractor's school-based services and school sites shall be reviewed and approved by COR or designee prior to services being provided at the schools.
- 5.5 Contractor's services shall be provided on a year-round basis with no interruption due to school breaks, staff, orstudent intern schedule changes.
 - 5.5.1 If services are delivered in a school district that has summer or longer holiday breaks a written plan for how and what services will continue or be offered shall be provided to COR for approval.
- 5.6 Contractor's services shall be offered predominately at schools, but may extend to the program site, the home and in community settings and utilize telehealth as appropriate.
- 5.7 Evening appointments shall be made available as indicated. Other evening or weekend appointment hours shall be made available as needed. Evening hours shall be prominently posted in reception area and included on all materials containing hours of operation information.
- 5.8 Contractor shall have a written defined mechanism for providing emergency telephone consultation and/or after-hours service referral on a 24 hours a day, 7 days a week basis.
- 5.9 Scheduled holidays shall be in accordance with the County of San Diego guidelines.

6. GENERAL REQUIREMENTS FOR SERVICE DELIVERY

- 6.1 Contractor shall initiate and participate in collaborative discussions with participating school district(s) and determine if a Memorandum of Understanding (MOU) or formal agreement is required by the district.
 - 6.1.1 Each MOU/agreement shall specify the roles and responsibilities between contractor and school district.
 - 6.1.2 Each MOU/agreement shall specify a referral protocol for the participating school(s) and a response protocol to the school from the contractor.
 - 6.1.3 MOU/agreement shall be executed for a term agreed to by the school district. The MOU/agreement shall be available at the program site for review by the COR.
- 6.2 School based services are provided at designated school sites during regular hours. Services after school hours or during school breaks can be offered at the school site or an office-based location.
- 6.3 Contractor shall provide culturally appropriate school-based services.
- To ensure equal access to quality care by diverse populations, each service provider receiving funds from this contract shall adopt the federal Office of Minority Health (OMH) culturally and linguistically Appropriate Service (CLAS) national standards. The National CLAS standards are located at: https://thinkculturalhealth.hhs.gov/clas.
- 6.5 Contractor's program and services shall be "trauma-informed" and accommodate the vulnerabilities of trauma survivors. Services shall be delivered in a way that will avoid inadvertently re-traumatizing clients and facilitate client participation in treatment.
- 6.6 Contractor shall operate the program in accordance with the Comprehensive, Continuous, Integrated System of Care (CCISC) principles and practices, and the Charter and Consensus Document.

- 6.7 Contractor shall assess all clients for risk factors and promptly develop a Safety Plan when clinically indicated.
- 6.8 Contractor shall provide 24 hour/7 day a week crisis coverage directly through the program or through the Access and Crisis Line (ACL).
- 6.9 Contractor shall support the development of increased social connectivity by clients and families.
- 6.10 Contractor shall identify a single staff person who is responsible for the client and family.
- 6.11 Contractor shall ensure COR is apprised and included, when applicable, in all program meetings and critical discussions with system partners.
- 6.12 Contractor shall form a strong and collaborative partnership with specified schools, community-based organizations, behavioral and physical health care providers, Child Welfare Services (CWS), Juvenile Justice System, and other community resources that support children and families.
- 6.13 Contractor shall provide a warm handoff to a behavioral health provider when indicated.
- 6.14 Contractor shall perform linkages and referrals to community-based organizations including, but not limited to, primary care clinics and complementary healing centers and faith-based congregations, ethnic organizations, and peer-directed program such as Clubhouses.
 - 6.14.1 Within 12 months of contract execution, Contractor shall establish agreements with faith-based congregations in the appropriate region specific to education, linkage and/or services and make available to clients.
 - 6.14.2 Referrals and linkage made to the faith congregation shall be based on preference and documented in the client record.
- 6.15 Contractor shall establish collaborative relationships, linkages, and referrals to providers of other services including but not limited to the following:
 - 6.15.1 Families of children without healthcare coverage to appropriate resources including Covered California at https://www.coveredca.com/.
 - 6.15.2 Families with an existing healthcare plan to their healthcare provider and/or Federally Qualified Health Center (FQHC).
 - 6.15.3 Families in need of substance use disorder treatment shall be referred to the Access and Crisis Line or directly to the substance use disorder program.
 - 6.15.4 Families in need of food and shelter to homeless programs, food banks, and other community services established to assist families with basic needs, including County eligibility services.
 - 6.15.5 Families with domestic violence issues to the San Diego County Domestic Violence Hotline.
 - 6.15.6 Regional Center for individuals with developmental disabilities.
 - 6.15.7 School services.
 - 6.15.8 Veteran services to families, when appropriate.
 - 6.15.9 Housing support, connection & navigation inclusive of case management to assist homeless and clients facing the risk of homelessness in acquiring and retaining housing.
- 6.16 Contractor's discharge planning shall begin upon admission to the program. When client success has been determined or the client is no longer benefiting from services, contractor shall implement the discharge plan.
- 6.17 Contractor shall work with COR to develop a protocol utilizing internal or external resources to develop specific benchmarks and tools to measure goals and strategies to ensure program is achieving required outcomes.

7. STAFFING AND TRAINING REQUIREMENTS

- 7.1 Contractor shall adhere to applicable staffing and training requirements as described in the OPOH and shall obtain written approval from COR for any exceptions.
- 7.2 Contractor shall identify a process to determine bilingual proficiency of staff prior to hiring. Contractor shall hire bilingual and bicultural staff that reflects the culture, ethnicity, and language of the client population.
- 7.3 Contractor shall be responsible for ensuring that staff meets the requirements of Federal, State, and County regulations related to licensure, training, and staff qualifications for providing services. Contractor shall obtain written approval from the COR for any exceptions. Contractor shall maintain documentation of staff qualifications and authorized exceptions at the program site.
- 7.4 Contractor's Program Manager shall be a 1.0 FTE (full-time equivalent), California licensed mental health professional

with a minimum of three (3) years, full-time direct clinical experience post-Master's degree working with children and adolescents. Any exceptions to this requirement shall have prior written approval by the COR.

- 7.4.1 Contractor's Program Manager shall serve as the single point of contact for County correspondence.
- 7.4.2 Contractor's Program Manager shall be available during regular business hours and respond to emails, telephone calls, and other correspondence from the COR within two (2) business days.
- 7.4.3 Contractor's Program Manager shall notify the COR if he/she will be absent from the program for more than two (2) business days and provide an alternate contact for program coverage.
- 7.4.4 Contractor's Program Manager shall complete the AB2083 training within 90 days of hire.
- 7.5 Contractor's program shall provide a minimum of 0.25 FTE direct services staff per school to serve students, spending a minimum of 10 hours per week per school; with any exceptions requiring written rationale by program and written COR pre-authorization.
- 7.6 Contractor's program shall provide a minimum of 1 FTE support staff per contract to provide data analysis and quality assurance as well as assist with administrative duties; with any exceptions requiring written rationale by program and written COR pre-authorization.
- 7.7 Contractor shall utilize Promotora which is identified as a parent/caregiver who have had or have children at the designated schools and reflect the diversity of the families within the community, including language, ethnicity, gender, and age diversity.
- 7.8 Contractor shall evaluate the benefit of leveraging masters level practicum students to support service provision and contribute to the workforce development.
- 7.9 Contractor's employees, consultants, and volunteers, who work on this contract and work directly with minors, shall have clearances to work with minors completed by the Contractor prior to employment and annually thereafter as defined in the OPOH.
- 7.10 Contractor shall not allow transporting clients by any person convicted of any serious traffic violation, including, but not limited to, violations listed below:
 - 7.10.1 Any combination of Driving Under the Influence or Failure to Appear which totals more than two in the past five years
 - 7.10.2 At fault Hit and Run accident in the past five years
 - 7.10.3 At fault accidents which total more than three in the past five years
 - 7.10.4 Reckless Driving offenses, which total more than two in the past five years
- 7.11 Contractor shall require clinical staff to meet their licensing Continuing Education Units (CEU's). Paraprofessional staff shall attend a minimum of sixteen (16) hours per fiscal year of clinical training in addition to a minimum of four (4) hours of cultural competency training required of all staff (including sub-contractors) that interface with clients/caregivers.
- 7.12 Contractor shall require all direct service staff to complete the following the Introduction to Pathways to Well-Being within sixty (60) days of hire.
- 7.13 Contractor shall encourage staff to take the Principles to Family/Youth Professional Partnership (PFYPP) one-hour online training curriculum as available through the County. Training is geared towards professionals working with family and youth partners.
- 7.14 Contractor shall ensure staff receive an initial orientation upon hire and ongoing supervision throughout their employment as a means for supporting employee retention.
- 7.15 Contractor shall be responsible for keeping a staff training log on file at the program site. The log shall include details about the trainings including the subject, date, hours, and location of the courses.
- 7.16 Contractor shall implement and maintain a Human Resources Plan that outlines how Contractor shall recruit, hire, and retain staff that will be effective with the target population, including, though not limited to, staff that are linguistically and ethnically diverse.
- 7.17 Contractor shall develop and maintain a Cultural Competency Plan.
- 7.18 Contractor shall complete the Cultural and Linguistic Competence Policy Assessment (CLCPA) and the Promoting Cultural Diversity Self-Assessment (PCDSA), when issued by BHS QI, as tools to determine the levels of cultural competency as a provider and staff, respectively, as described in the OPOH.
- 7.19 Contractor shall notify COR in writing if a direct service staff position is a planned vacancy of 30 days or longer (i.e. medical leave, etc.). Unplanned vacancies shall be noted to COR if position is vacant for more than 30 days.

- 7.20 Contractor shall fill all budget direct staff vacancies within 60 days.
- 7.21 Contractor shall provide a written recruitment plan inclusive of competitive compensation for any direct staff position that is vacant for 60 days or longer. For direct staff position that remained vacant for more than 60 days, contractor shall provide a 30 day recruitment plan outlining specific activities and actions on day 90 and resubmitting monthly thereafter until the position is filled.
- 7.22 Contractor shall provide the COR an organizational chart identifying key personnel and reporting relationships within 72 hours of any changes to organizational structure. Contractor shall notify COR prior to personnel change in Program Manager Position. Resume of candidate for replacement shall be submitted to the COR for review and comment, and a written plan for program coverage and personnel transition shall be submitted at least 72 hours prior to change.

8. SPECIFIC REQUIREMENTS FOR SERVICE DELIVERY

- 8.1 Contractor shall maintain Tier 2 and Tier 3 services documentation in a COR approved database and establish a tracking system for all pay points with back-up documentation available upon COR request.
- 8.2 Contractor shall provide the services on campus either during school or after school hours as agreed upon between Contractor and school administration, with community-based services when school is not in session.
- 8.3 Contractor's Promotora shall work with the community, including the school, to determine the needs of the families and provide a variety of services individually or in group setting that focus on family wellness, strengthening resiliency, and helping families make connection with other services and supports in the community.
- 8.4 Invoices are due 30 days after end of invoice month unless other due dates are required by specific funding sources.
- 8.5 Contractor shall ask and document whether each client has health coverage, and if not, Contractor shall refer client to appropriate resources to ensure that all clients are connected to a primary care physician.
- 8.6 Contractor's program shall support the San Diego County Live Well San Diego Vision by emphasizing healthy lifestyles focusing on safety and helping children and youth thrive.
- 8.7 Contractor shall comply with the cultural competence requirements as referenced in the OPOH.
- 8.8 Contractor's services shall be culturally appropriate and offered in the client's/family's preferred language. When this is not possible, Contractor shall arrange for appropriate interpretation services that are also available through a separate County contract.
- 8.9 Contractor shall provide culturally relevant practices, interventions, and environment reflective of their clients and the programs locale.
- 8.10 Contractor shall provide a program that adheres to the values and principles of the Children's System of Care. Contractor's program shall be flexible and responsive to diverse populations.
- 8.11 Contractor shall demonstrate family/youth partnership in program design, organizational advancement and service delivery adhering to the philosophy of "nothing about us, without us."
- 8.12 Contractor shall be welcoming to individuals with co-occurring disorders (COD) as defined by the OPOH. Co-morbidity is an expectation, not an exception.
- 8.13 Contractor shall comply with the Quality Management Program, as described in the OPOH.
- 8.14 Contractor shall maintain records of clients and service data in an electronic database that is accessible to appropriate school personnel. Contractor shall maintain daily records of services provided and shall ensure complete, accurate, and timely entry of valid and reliable data not the agreed upon system.
- 8.15 Contractor shall comply with San Diego County Mental Health Plan (MHP) research requirements that require any research projects involving behavioral health service recipients to be reviewed by the MHP's Research Committee as well as the organization's Internal Review Board (IRB), if any. Written approval shall be obtained prior to implementation of the project.
- 8.16 Contractor shall report Serious Incidents and Unusual Occurrences as defined in the OPOH.
- 8.17 Contractor shall comply with Federal, State and County requirements regarding client rights, grievances, and appeals, as described in the OPOH.
- 8.18 Contractor shall comply with program monitoring, including site visits, to determine if the program is compliant with contract and funding source requirements. Program visit(s) shall be conducted by the COR.
- 8.19 Contractor shall participate in applicable BHS system-wide meetings and other meetings designated by the COR.
- 8.20 Contractor shall ensure that all public announcements and materials distributed to the community shall identify that the

services are supported under contract with the County of San Diego. HHSA logo and Live Well San Diego shall be included in written materials per HHSA guidelines. Contractor shall provide copies of publicity materials related to the contracted services to the COR for approval prior to distribution.

- 8.21 COR shall be notified at least twenty-four (24) hours in advance of Contractor generated press releases and media events regarding contracted services.
- 8.22 Contractor shall have the technological capability to communicate, interface, and comply with all County requirements electronically using compatible systems, hardware, and software.
- 8.23 Contractor shall provide a written plan/procedure outlining the program protocols prior to implementation of telehealth services.
- 8.24 Contractor shall comply with Videoconferencing Guidelines for Telepsychiatry, as described in the OPOH.
- 8.25 Contractor shall submit an annual attestation statement to COR to attest to appropriate levels of HIPAA compliance for all telehealth services.
- 8.26 Contractor shall utilize videoconferencing as the primary option for families who prefer teletherapy and utilize telephone therapy as a backup option for brief check-ins or emergencies if there are issues with videoconferencing.
- 8.27 Contractor and its agents and employees are subject to and shall comply with the Child Abuse Reporting Law (California Penal Code section 11164) and Adult Abuse Reporting Law (California Welfare and Institutions Code section 15630).
- 8.28 Contractor shall obtain written pre-approval from COR for subcontractor/consultant services in accordance with County policy.
- 8.29 Contractor shall have signed subcontract agreements for all active subcontractors/consultants including required county language prior to the start of the contracted services. Subcontract/consultant agreements shall be sent to the COR within 30 days after the effective date of the subcontractor/consultant agreement.
- 8.30 False Claims Act: All HHSA employees, contractors and subcontractors are required to report any suspected inappropriate activity. Suspected inappropriate activities include but are not limited to acts, omissions, or procedures that may be in violation of health care laws, regulations, or HHSA procedures. Any indication that any of these activities is occurring should be reported immediately to the Compliance Officer with the Office of Ethics and Compliance who can be contacted at 619-515-4246 or by email at compliance.HHSA@sdcounty.ca.gov.
- 8.31 At all times during the term of this contract, Contractor shall maintain and operate a compliance program that meets the minimum requirements for program integrity as set forth in 42 CFR 438.608 (Code of Federal Regulations), and as further described in the OPOH. Failure to establish and maintain a compliance program as required by this clause shall be considered a material breach of contract. Contractor shall comply with applicable Compliance and Confidentiality requirements as described in the OPOH.
- 8.32 Contractor shall act in accordance with good judgment, ethical standards, and State and Federal law to ensure that all written and verbal communication regarding any individual's information is kept strictly confidential. Contractor shall have policies, procedures, and systems in place to protect the confidentiality and security of information and individual rights to privacy. Requirements include safeguards to prevent intentional or accidental misuse of individual's information and sanctions for employee violations of those requirements.
- 8.33 In the event that a local, state, or federal emergency is proclaimed within San Diego County, contractors shall cooperate with the County in the implementation of a Behavioral Health Services (BHS) response plan. Response may include staff being deployed to provide services in the community, out of county under mutual aid Contracts, in shelters, and/or other designated areas.
 - 8.33.1 Contractor shall provide BHS with a roster of key administrative personnel's after-hours phone numbers, pagers, and/or cell phone numbers to be used in the event of a regional emergency or local disaster. These numbers will be held confidential and never given out to other than authorized personnel.
 - 8.33.2 Contractor shall identify 25% of direct service staff to prepare for and deploy (if needed and available) to a critical incident. These staff shall participate in County provided Disaster Training (or other approved training) and provide personal contact information to be included in the Disaster Personnel Roster maintained by the County. Contractor shall advise COR of subsequent year training needs to maintain 25% trained direct service staff in the event of staff turnover. Contractor shall maintain 25% staff deployment capability at all times.
 - 8.33.3 In the event that Contractor's program site is closed due to disaster or emergency, Contractor shall contact the Access and Crisis Line (ACL) and their COR and inform them of this.
- 8.34 Contractor shall, if given opportunity, work with clients in assisting them in entering Each Mind Matters: California's Mental Health Movement, a program Directing Change. The program offers young people the exciting opportunity to participate in the movement by creating 60-second films about suicide prevention and mental health that are used to support Services Template: rev 10/1/2022 v5.4

awareness, education, and advocacy efforts on these topics. Learning objectives surrounding mental health and suicide prevention are integrated into the submission categories of the film contest, giving young people the opportunity to critically explore these topics.

9. DATA COLLECTION AND REPORTING REQUIREMENTS

- 9.1 Contractor shall collect and report data in compliance with the OPOH including, but not limited to, the following:
 - 9.1.1 All County, State, and Federal reporting requirements
 - 9.1.2 Monthly Status Report (MSR) or Quarterly Status Report (QSR)
 - 9.1.3 Program report on outcome measures through the Mental Health Outcomes Management System (mHOMS) or current system pre-approved tool.
 - 9.1.4 State and County Youth Services Surveys (YSS) or County selected tool
 - 9.1.5 Cultural Competency Report on Staffing & Training
 - 9.1.6 Cultural Competency Plan which includes Training Framework
 - 9.1.7 Cultural and Linguistic Competence Policy Assessment (CLCPA)
 - 9.1.8 Promoting Cultural Diversity Self-Assessment (PCDSA)
 - 9.1.9 Serious Incidents Reporting (SIR) and Unusual Occurrence Reporting
 - 9.1.10 Comprehensive, Continuous, Integrated System of Care (CCISC) Annual Report
 - 9.1.11 National Voter Registration Act
 - 9.1.12 Ad hoc reporting as requested
 - 9.1.13 Data points may include but not be limited to those associated with Goals and Outcomes (3), including year-end reporting
 - 9.1.14 Deidentified mySAEBRS data formatted in a comma-separated values (csv) file to be delivered to County Behavioral Health Services. Deidentified data files will omit, at minimum student name, grade, school ID number, student address, social security number, and date of birth. Contractor is encouraged to submit a mock file to County Behavioral Health Services prior to report submission to ensure that all unique identifiers have been appropriately removed.

10. REQUIREMENT RESOURCES

10.1 Contractor shall adhere to the requirements stated in the following most current resources which can be referenced at the Technical Resource Library (TRL) and/or Optum Website:

https://www.sandiegocounty.gov/content/sdc/hhsa/programs/bhs/bhs provider portal.html

https://www.optumhealthsandiego.com

- 10.2 <u>Organizational Provider Operations Handbook (**OPOH**)</u>
- 10.3 California Code of Regulations (CCR), Title 9
- 10.4 California Penal Code and Welfare and Institutions Code (WIC)
- 10.5 San Diego County BHS Children's System of Care Principles & Philosophy
- 10.6 San Diego County BHS **Disaster Response Plan**
- 10.7 San Diego County BHS <u>Cultural Competence Plan</u> and <u>Handbook</u>
 - 10.7.1 Cultural and Linguistic Competence Policy Assessment (CLCPA)
 - 10.7.2 Promoting Cultural Diversity Self-Assessment (PCDSA)
- 10.8 Live Well San Diego Vision

http://www.sdcounty.ca.gov/hhsa/programs/sd/live_well_san_diego/index.html

http://www.LiveWellSD.org