# INTERLOCAL AGREEMENT
## BETWEEN THE CITY OF SAN ANTONIO AND THE CENTER FOR HEALTH CARE SERVICES

This Contract ("Contract") is entered into by and between the City of San Antonio ("City"), a Texas Municipal Corporation, acting by and through its Director of the Department of Human Services ("DHS") pursuant to Ordinance No. _____, dated _____, and Bexar County Board of Trustees for Mental Health Mental Retardation Services d/b/a The Center for Health Care Services, a political subdivision of the State of Texas, acting by and through its duly authorized representative (hereinafter referred to as the "Contractor").

WITNESSETH:

**WHEREAS,** both parties to this Contract are political subdivisions of the State of Texas, and desire to enter into this Contract in accordance with the provisions of the Interlocal Cooperation Act, being Chapter 791 of the Texas Government Code; and

**WHEREAS,** City and Contractor have come to an agreement regarding mutually advantageous terms for Contractor to operate the Bexar CARES Program ("Program" or "Project"), funded by the U.S. Department of Health and Human Services Substance Abuse and Mental Health Services Administration ("Grantor"), and both desire that such agreement be memorialized herein;

**NOW, THEREFORE,** in consideration of the mutual covenants and provisions contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto severally and collectively agree, and by the execution hereof are bound, to the mutual obligations herein contained and to the performance and accomplishments of the tasks hereinafter described.

## I. SCOPE OF WORK

1.1 The Contractor will provide, oversee, administer, and carry out all activities and services in a manner satisfactory to the City and in compliance with the Scope of Work attached hereto and incorporated herein for all purposes as **Attachment I.**

## II. TERM

2.1 Except as otherwise provided for pursuant to the provisions hereof, this Contract shall begin upon September 30, 2016 and shall terminate on September 29, 2017.

## III. CONSIDERATION

3.1 In consideration, the City will reimburse Contractor for eligible costs incurred in accordance with this Contract and the budget approved by City Council of San Antonio in the above referenced Ordinance, and all subsequently authorized amendments to that budget. Said budget is attached hereto and incorporated herein for all purposes as **Attachment II.**

3.2 It is specifically agreed that reimbursement hereunder shall not exceed the total amount of **$899,965.00** (the "Federal share"). Contractor's Program Budget is comprised of the Federal Share and the Non-Federal Share. Contractor will be responsible for coordinating all of the non-Federal "match" share funds in the amount of **$299,988.00** (the "non-Federal share"), and will work with City, through a governance council comprised of four members appointed by Contractor and four members appointed by City, to jointly identify various community organizations to contract with CHCS regarding the match. Should Contractor fail to raise all of the non -Federal share funds that it is required to raise for the operation of the Program, City reserves the right to limit its reimbursements to Contractor proportionately. For instance, if Contractor succeeds in raising only eighty percent (80%) of its required non-Federal Share funds, City may limit its reimbursements to Contractor to eighty percent (80%) of City's total obligation to Contractor To meet the requirements of this Contract, all claimed non-Federal Share must meet the requirements of 45 C.F.R. § 75.306, and other federal regulations as applicable..

3.3 The funding level of this Contract is based on an allocation from the following funding sources:

Substance Abuse and Mental Health Services Administration (SAMHSA) Grant,
CFDA # 93.104, for the Bexar CARES Project

3.4 Prior to commencement of this Contract, Contractor shall submit to City for its approval the Contractor's proposed budget by line item for the entire term of this Contract.

3.5 When making budget revisions among broad categories up to 25%, or $250,000.00, whichever is less, of the total approved budget in Attachment II, Contractor will provide 15 days written advance notice of such revision to City. City may object to the revision within 7 days or the revision is deemed acceptable. If City objects to the revision, Contractor and City will work collaboratively to reach a mutually acceptable alternative. City shall not unduly or unreasonably object to revisions made by Contractor under this Section. City will work cooperatively with Contractor to amend the budget within the 25% movement guidelines allowed by Grantor, when applicable.

3.6 Contractor understands that City shall have no obligation to provide any funds hereunder until Contractor demonstrate having secured the matching Non-Federal funds required of Contractor. Contractor understands and acknowledges that Pell grants and other awards received by individuals shall not count toward its matching fund requirements. City reserves the right to make a request at the end of each quarter throughout the Contract term for evidence that Contractor has expended or is on course to expend the applicable funds constituting the match prior to the end of the Contract term. If Contractor does not provide City with acceptable evidence that funds have been expended as required herein, Contractor understands and agrees that City may reduce or recapture the amount of City funds provided to Contractor in order to comply with the required expenditure ratio of non-City funds to the Total Budget, without first obtaining the approval of City Council.

3.7 It is expressly understood and agreed by the City and Contractor that the parties' obligations under this Contract are contingent upon the actual receipt of adequate Grant Fund revenue. Should the parties not receive sufficient funds to make payments pursuant to this Contract or should awarded Grant Funds be reduced, the parties must collaborate within a reasonable time after such fact has been determined and may, at City's option, either terminate this Contract or reduce the Scope of Work and Consideration accordingly.

## IV. PAYMENT

4.1 Contractor agrees that this is a cost reimbursement contract and that the City's liability hereunder is limited to making reimbursements toward allowable costs incurred as a direct result of services provided by the Contractor in accordance with the terms of this Contract. Allowable costs are defined as those costs which are necessary, reasonable and allowable under applicable federal, state, and local law, including but not limited to those laws referenced in Article XII hereof, for the proper administration and performance of the services to be provided under an agreement. All requested reimbursed costs must be consistent with the terms and provisions of the budgeted line items described in Attachment II of this Contract, unless (a) a

subsequent budget revision has been approved and signed by the Director of DHS in cases where the total Contract Budget remains the same, (b) a Contract amendment has been approved and signed by the Director of DHS pursuant to Section 24.1 of this Contract in cases where there is an increase or decrease to the total Contract Budget, or (c) budget revisions have been deemed approved in accordance with Section 3.5 of this Contract. Approved budget revisions and Contract amendments modify the Budget attached hereto, and in such cases Contractor's requested reimbursed costs must be consistent with the last revised, approved budget. Approved budget revisions and Contract amendments supersede prior conflicting or inconsistent agreements with regard to the referenced Project Budget, and all references in the Contract to the budget shall mean the budget as revised through approved budget revisions or Contract amendments. In no event shall the City be liable for any cost of Contractor, not eligible for reimbursement as defined within the Contract budget. Contractor shall remit to City within ten (10) business days after the City makes the request for remittance any funded amounts which were paid pursuant to this Article IV and used to cover disallowed costs. Any such amounts not remitted within ten (10) business days may, at City's option, be subject to offset against future funding obligations by City. For purposes of this Contract, the term "business day" shall mean every day of the week except all Saturdays, Sundays and those scheduled holidays officially adopted and approved by the San Antonio City Council for City of San Antonio employees.

4.1.1 In accordance with Section 3.5 of this Contract, Contractor shall have the ability, with notice to City, to reallocate expenses among broad budget categories up to twenty-five percent (25%), or $250,000.00, whichever is less, of the total budget amount in Attachment II, and City shall have the ability to object so long as the objection is not unreasonable.

4.2 RESERVED

4.3 Contractor shall submit to City no later than the fifteenth ($15^{th}$) of every month a monthly Request for Payment in the form prescribed by City. Supporting documentation will be collected and monitored by Contractor, and available to City upon request, which details the specific costs (by category and by program account number, as to be agreed upon by the parties) Contractor expensed in the previous month for the services delivered as described in Article I herein, including supporting documentation of such costs as may be required by the Director of DHS. The Request for Payment shall also specify the Program Income (as defined herein), if applicable, received or projected during the same time period. The Director of DHS may require the Contractor's submission of original or certified copies of invoices, cancelled checks, Contractor's general ledger and/or receipts to verify invoiced expenses.

4.4 City shall make reimbursement payments of eligible expenses to the Contractor of any undisputed amounts as determined by the Director of DHS in accordance with established procedures, so long as City receives a properly completed and documented Request for Payment. City shall make payment to Contractor within 30 calendar days of receiving a valid and approved Request for Payment.

4.4.1 Contractor understands and agrees that ineligible expenses include any fees or costs associated with services City is already responsible to provide to children enrolled in City's Head Start Program, to include but not be limited to: initial assessments, referrals to third party service providers, or case management services.

4.4.2 Contractor further agrees that ineligible expenses include services that have been or will be paid by any type of private or public insurance or private party receiving services. Contractor understands and agrees that the same expense may not be billed under the grant when already paid for by another party.

4.5 The Contractor shall submit to City all final requests for payment no later than 45 days from the expiration or early termination date of this Contract, unless Contractor receives written authorization from the Director of DHS prior to such 45 day period allowing Contractor to submit a request for payment after such 45 day period.

4.6 Contractor agrees that the City shall not be obligated to any third parties of Contractor (including any subcontractors or third party beneficiaries of Contractor) under this Contract.

4.7 RESERVED

4.8 Contractor shall maintain a financial management system, and acceptable accounting records that provide for:

(A) effective control over and accountability for all funds, property, and other assets. The Contractor shall adequately safeguard all such assets and shall ensure that they are used solely for authorized purposes. Contractor shall maintain an accounting system that can separate funds by funding source and project;

(B) comparison of actual outlays with budget amounts for each award;

(C) procedures to minimize the time elapsing between the transfer of funds from the City and the disbursement of said funds by the Contractor;

(D) procedures for determining reasonable, allowable, and allocable costs in accordance with the provisions of any and all applicable cost principles, including but not limited to the cost principles referenced in Article XII hereof, and the terms of the award, Grant, or this Contract;

(E) supporting source documentation (i.e., timesheets, employee benefits, professional services agreements, purchases, and other documentation as required by City); and

(F) an accounting system based on generally acceptable accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project. A Receipts and Disbursements Ledger must be maintained. A general ledger with an Income and Expense Account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed according to the expense account to which they were charged.

4.9 Contractor agrees that Contractor costs or earnings claimed under this Contract may not be claimed under another contract or grant from another agency, organization, business entity or governmental entity.

4.10 Contractor shall establish and utilize a cost allocation methodology and plan which ensures that the City is paying only its fair share of the costs for services, overhead, and staffing not solely devoted to the Project funded pursuant to this Contract. The Cost Allocation Plan and supportive documentation shall be included with Contractor's first month's billing, if any allocated costs are included, to be updated when any allocations change. The Cost Allocation Plan is a plan that identifies and distributes the cost of services provided by staff and/or departments or functions. It is the means to substantiate and support how the costs of a program are charged to a particular cost category or to the program.

4.11 Upon expiration or early termination of this Contract, or at any time during the term of this Contract, all unused funds, rebates, or credits on-hand or collected thereafter relating to the Project, must immediately, upon receipt, be returned by Contractor to the City. Upon expiration or early termination of this Contract, all advance payments, if applicable, exceeding allowable costs incurred during the Contract term shall be immediately returned by Contractor to the City upon demand.

4.12 Upon execution of this Contract or at any time during the term of this Contract, the City's Director of Finance, the City Auditor, or a person designated by the Director of DHS may review and approve all Contractor's systems of internal accounting and administrative controls prior to the release of funds hereunder.

4.13 Contractor agrees that prior to the payment of any funds under this Contract, and throughout the term of this Contract, Contractor shall maintain financial stability and operate in a fiscally responsible and prudent manner. Contractor agrees that the City may immediately terminate this Contract if the City finds, as solely

determined by the City, that Contractor is in such unsatisfactory financial condition as to endanger performance under this Contract. The City may consider evidence such as the apparent inability of Contractor to meet its financial obligations and items that reflect detrimentally on the credit worthiness of Contractor. Relevant factors include, but are not limited to, pending litigation, liens and encumbrances on the assets of Contractor, the appointment of a trustee, receiver or liquidator for all or a substantial part of Contractor's property, or institution of bankruptcy, reorganization, rearrangement of or liquidation proceedings by or against Contractor. Contractor shall provide any records requested by City that City deems necessary to make such a determination.

## V. PROGRAM INCOME

5.1 For purposes of this Contract, "program income" shall mean earnings of Contractor realized from activities resulting from this Contract or from Contractor's management of funding provided or received hereunder. Such earnings shall include, but shall not be limited to, interest income; usage or rental/lease fees; income produced from contract-supported services of individuals or employees or from the use of equipment or facilities of Contractor provided as a result of this Contract, and payments from clients or third parties for services rendered by Contractor pursuant to this Contract. Contractor understands and agrees to submit to DHS, for Director approval, prior to contract execution, City's form disclosing anticipated program income, activities, and amounts. Such program income may be retained in the Program following Director approval so long as the retained funds are:

(A) for furthering the eligible Program objectives,
(B) financing the non-federal share or match of the Program, or
(C) deducted from the total federal share of Program allowable costs.

5.2 In any case where Contractor retains program income, Contractor must submit all reports required by DHS within the timeframe specified in the Contract.

5.3 Contractor shall provide DHS with thirty (30) days written notice prior to any activity that generates program income. Such notice shall detail the type of activity, time, and place of all activities that generate program income.

5.4 The Contractor shall fully disclose and be accountable to the City for all program income. Contractor must submit a statement of expenditures and revenues to DHS within thirty (30) days of the activity that generates program income. The statement is subject to audit verification by DHS. Failure by Contractor to report program income as required is grounds for suspension, cancellation, or termination of this Contract.

5.5 Contractor is prohibited from charging fees or soliciting donations from participants in any City-funded project without the prior written approval of the Director of DHS.

5.6 Contractor shall include this Article V, in its entirety, in all of its subcontracts involving income-producing services or activities

## VI. ADMINISTRATION OF CONTRACT

6.1 The Contractor agrees to comply with all the terms and conditions that the City must comply with within its Notice of Award and Cooperative Agreement (collectively, the "Grantor Contract") with the Grantor. A copy of said document(s) is attached hereto and incorporated herein for all purposes as **Attachment V**. Contractor further agrees to comply with the Project Narrative, attached hereto and incorporated herein for all purposes as **Attachment VI**, which City submitted in application to Grantor. Contractor agrees that if anything in Attachments V and VI conflict, the Grantor Contract (Attachment V) will prevail.

6.2 In the event that any disagreement or dispute should arise between the parties hereto pertaining to the interpretation or meaning of any part of this Contract or its governing rules, regulations, laws, codes or

ordinances, the City Manager, as representative of the City, is the party ultimately responsible for all matters of compliance with City and Grantor's rules or regulations, and shall have the final authority to render or secure an interpretation.

6.3 Contractor shall not use funds awarded from this Contract as matching funds for any federal, state or local grant without the prior written approval of the Director of DHS.

6.4 The City shall have the authority during normal business hours to make physical inspections of the operating facility occupied by Contractor for the administration of this Contract and to require such physical safeguarding devices as locks, alarms, security/surveillance systems, safes, fire extinguishers, sprinkler systems, etc. to safeguard property and/or equipment authorized by this Contract.

6.5 For any and all communications with Grantor, Contractor understands and agrees to copy City on said communication or, in the case of telephone communication, to notify City immediately of the communication and the details thereof. In no event shall the notification to City of either written or verbal communication with the Grantor occur later than 1 business day. For any and all communication with Grantor pertaining to Contractor, City understands and agrees to copy Contractor on said communication or, in the case of telephone communication, to notify Contractor no later than 1 business day of the communication and the details thereof.

6.6 The use of gift cards to defray any expenses under this Contract by the Contractor is not permitted.

## VII. AUDIT

7.1 If Contractor expends $750,000.00 or more of funds provided pursuant to this Contract or any other federal award, then during the term of this Contract, the Contractor shall have completed an independent audit and the reporting required submitted to the City within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine (9) months after the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Contractor understands and agrees to furnish DHS a copy of the audit report including the corrective action plan(s) on all audit findings, a summary schedule of prior audit findings, management letter and/or conduct of audit letter, within thirty (30) calendar days upon receipt of said report or upon submission of said corrective action plan to the auditor.

Contractor agrees and understands that upon notification from federal, state, or local entities that have conducted program reviews and/or audits of the Contractor or its programs of any findings about accounting deficiencies, or violations of Contractor's financial operations, a copy of the notification, review, investigation, and audit violations report must be forwarded to DHS within a period of ten (10) calendar days upon the Contractor's receipt of the report.

7.2 Contractor agrees that if Contractor receives or expends more than $750,000.00 in federal funds from the City, an audit shall be made in accordance with the Single Audit Act Amendments of 1996, the State of Texas Single Audit Circular, and the U.S. Office of Management and Budget Circular (Uniform Guidance). Contractor shall also be required to submit copies of their annual independent audit report, and all related reports issued by the independent certified public accountant within the earlier of 30 days after receipt of the auditor's report(s), or nine months after the end of the audit period, unless a longer period is agreed to in advance by the federal cognizant or oversight agency for audit to the Federal Audit Clearinghouse in Jeffersonville, Indiana. Contractor may submit reports through the following website: *http://harvester.census.gov/sac/* and may also contact the Clearinghouse by telephone at (301) 763-1551 (local) or 1-888-222-9907 or 1-800-253-0696 (toll free).

Per 2 C.F.R. 200.36, upon completion of Form SF-SAC, Contractor may submit the completed report by mail to:

Federal Audit Clearinghouse
Bureau of the Census

1201 E. 10th Street
Jeffersonville, Indiana 47132

Contractor agrees to reimburse the City or supplement any disallowed costs with eligible and allowable expenses based upon reconciled adjustments resulting from Contractor's Single Audit. Reimbursement shall be made within twenty (20) days of written notification regarding the need for reimbursement.

7.3 If Contractor expends less than $750,000.00 of City dollars during the term of this Contract, then the Contactor shall complete and submit an unaudited financial statement(s) within a period not to exceed nine months immediately succeeding the end of Contractor's fiscal year, ninety (90) days immediately succeeding the end of Contractor's fiscal year, expiration or early termination of this Contract, whichever is earlier. Said financial statement shall include a balance sheet and income statement prepared by a bookkeeper and a cover letter signed by Contractor attesting to the correctness of said financial statement.

7.4 All financial statement(s) must include a schedule of receipts and disbursements by budgeted cost category for each Project funded by or through the City.

7.5 The City reserves the right to conduct, or cause to be conducted an audit or review of all funds received under this Contract at any and all times deemed necessary by City. The City Internal Audit Staff, a Certified Public Accounting (CPA) firm, or other personnel as designated by the City, may perform such audit(s) or reviews. The City reserves the right to determine the scope of every audit. In accordance herewith, Contractor agrees to make available to City all accounting and Project records.

Contractor shall during normal business hours, and as often as deemed necessary by City and/or the applicable state or federal governing agency or any other auditing entity, make available and shall continue to make available the books, records, documents, reports, and evidence with respect to all matters covered by this Contract and shall continue to be so available for a minimum period of three (3) years or whatever period is determined necessary based on the Records Retention guidelines established by applicable law for this Contract. Said records shall be maintained for the required period beginning immediately after Contract expiration, save and except when there is litigation or if the audit report covering such Contract has not been accepted, then the Contractor shall retain the records until the resolution of such issues has satisfactorily occurred. The auditing entity shall have the authority to audit, examine and make excerpts, transcripts, and copies from all such books, records, documents and evidence, including all books and records used by Contractor in accounting for expenses incurred under this Contract or Grant, contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Contract.

The City may, in its sole and absolute discretion, require the Contractor to use any and all of the City's accounting or administrative procedures used in the planning, controlling, monitoring and reporting of all fiscal matters relating to this Contract, and the Contractor shall abide by such requirements. Contractor may instead use Contractor's own accounting or administrative procedures for fiscal matters relating to this Contract, if, upon City approval, Contractor's methods meet City's requirements

7.6 When an audit or examination determines that the Contractor has expended funds or incurred costs which are questioned by the City and/or the applicable state or federal governing agency, the Contractor shall be notified and provided an opportunity to address the questioned expenditure or costs.

Should any expense or charge that has been reimbursed be subsequently disapproved or disallowed as a result of any site review or audit, the Contractor will promptly refund such amount to the City no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. At its sole option, DHS may instead deduct such claims from subsequent reimbursements; however, in the absence of prior notice by City of the exercise of such option, Contractor shall provide to City a full refund of such amount no later than ten (10) days from the date of notification of such disapproval or disallowance by the City. If Contractor is obligated under the provision hereof to refund a disapproved or disallowed cost incurred, such refund shall be required and be made to City by cashier's check or money order. Should the City, at its sole discretion, deduct such claims from subsequent reimbursements, the Contractor is forbidden

from reducing applicable Project expenditures and Contractor must use its own funds to maintain the applicable Project.

Contractor agrees and understands that all expenses associated with the collection of delinquent debts owed by Contractor shall be the sole responsibility of the Contractor and shall not be paid from any Project funds received by the Contractor under this Grant.

7.7 If the City determines, in its sole discretion, that Contractor is in violation of the above requirements, the City shall have the right to dispatch auditors of its choosing to conduct the required audit and to have the Contractor pay for such audit from non-City resources.

## VIII. RECORDS, REPORTING, AND COPYRIGHTS

8.1 DHS is assigned monitoring, fiscal control, and evaluation of projects. Therefore, at such times and in such form as may be required by DHS, the Contractor shall furnish to DHS and the Grantor of the grant funds, if applicable, such statements, records, data, all policies, procedures, and information and permit the City and Grantor of the grant funds to have interviews with its personnel, board members and Project participants pertaining to the matters covered by this Contract.

8.2 The Contractor shall submit to DHS such reports as may be required by the City, or as may be required by the Grantor, including the Contract Monitoring Report, which template is attached hereto and incorporated herein as **Attachment IV**. At the start of the Contract term, a **Contract Monitoring Report** containing projected monthly performance measures for the entire Contract term shall be developed and approved by designated Contract monitoring staff. Contractor shall submit a completed Contract Monitoring Report no later than the 15th day of every month which shall reflect the actual services delivered and outcomes achieved against the projected performance measures for all months preceding the submission. The Contractor ensures that all information contained in all required reports submitted to City is accurate and support documentation shall be maintained.

8.3 Contractor agrees to maintain in confidence all information pertaining to the Project or other information and materials prepared for, provided by, or obtained from City including, without limitation, reports, information, Project evaluation, Project designs, data, and other related information (collectively, the "Confidential Information") and to use the Confidential Information for the sole purpose of performing its obligations pursuant to this Contract. Additionally, if applicable, Contractor shall execute a HIPAA Business Associate Agreement, incorporated herein and attached hereto for all purposes as **Attachment VII**, which is intended to protect the privacy and provide for the security of Protected Health Information disclosed to each other pursuant to this Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable laws. Contractor shall protect the Confidential Information and shall take all reasonable steps to prevent the unauthorized disclosure, dissemination, or publication of the Confidential Information. If disclosure is required (i) by law or (ii) by order of a governmental agency or court of competent jurisdiction, Contractor shall give the Director of DHS prior written notice that such disclosure is required with a full and complete description regarding such requirement. Contractor shall establish specific procedures designed to meet the obligations of this Article. This Article shall not be construed to limit the City's or its authorized representatives' right of access to records or other information, confidential or otherwise, under this Contract. Upon expiration or early termination of this Contract, Contractor shall return to City copies of materials related to the Project, including the Confidential Information, as requested by City.

8.4 The Public Information Act, Government Code Section 552.021, requires the City to make public information available to the public. Under Government Code Section 552.002(a), public information means information that is written, produced, collected, assembled or maintained under a law or ordinance or in connection with the transaction of official business: 1) by a governmental body; or 2) for a governmental body and the governmental body owns the information, has a right of access to it, or has spent or contributed public money for the purpose of its writing, production, collection, assembly or maintenance.

Therefore, if Contractor receives inquiries regarding documents within its possession pursuant to this Contract, Contractor shall within twenty-four (24) hours of receiving the requests forward such requests to City for disposition. If the requested information is confidential pursuant to state or federal law, the Contractor shall submit to City the list of specific statutory authority mandating confidentiality no later than three (3) business days of Contractor's receipt of such request.

8.5 In accordance with Texas law, Contractor acknowledges and agrees that all local government records as defined in Chapter 201, Section 201.003 (8) of the Texas Local Government Code created or received in the transaction of official business or the creation or maintenance of which were paid for with public funds are declared to be public property and subject to the provisions of Chapter 201 of the Texas Local Government Code and Subchapter J, Chapter 441 of the Texas Government Code. Thus, Contractor agrees that no such local government records produced by or on the behalf of Contractor pursuant to this Contract shall be the subject of any copyright or proprietary claim by Contractor.

Contractor acknowledges and agrees that all local government records, as described herein, produced in the course of the work required by this Contract, are public property and shall be made available to the City at any time. Contractor further agrees to turn over to City all such records upon request during the expiration, termination, or the lawful record retention period. Contractor agrees that it shall not, under any circumstances, release any records created during the course of performance of the Contract to any entity without the written permission of the Director of DHS, unless required to do so by law or a court of competent jurisdiction. DHS shall be notified immediately of such request.

8.6 Within a period not to exceed 90 days from the expiration or early termination date of the Contract, Contractor shall submit all final client and/or fiscal reports and all required deliverables to City. Contractor understands and agrees that in conjunction with the submission of the final report, the Contractor shall execute and deliver to City a receipt for all sums and a release of all claims against the Project.

8.7 Contractor shall provide to the City all information requested by the City relating to the Contractor's Board functions. Information required for submission shall include but may not be limited to:
(A) Roster of current Board Members (name, title, address, phone number, fax number and e-mail address);
(B) Current Bylaws and Charter;
(C) Terms of Officers;
(D) Amendments to Bylaws;
(E) Schedule of anticipated board meetings for current Fiscal Year;
(F) Minutes of board meetings that are approved by the Contractor's board; and
(G) Board Agenda, to be submitted at least three (3) business days prior to each Board meeting.

8.8 Contractor agrees to comply with official records retention schedules in accordance with the Local Government Records Act of 1989 and any amendments thereto, referenced in Section 12.3 of this Contract.

## IX. INSURANCE

The Contractor and the City each maintain insurance or a self-insurance fund for general liability and worker's compensation claims and causes of action to meet their statutory obligations to each party's employees.

## X. INDEMNITY

**City and the Contractor acknowledge they are political subdivisions of the State of Texas and are subject to, and comply with the applicable provisions of the Texas Tort Claims Act, as set out in the Texas Civil Practice and Remedies Code, Section 101.001 et. seq. and the remedies authorized therein regarding claims or causes of action that may be asserted by third parties for accident, injury or death.**

## XI. RESERVED

## XII. APPLICABLE LAWS

12.1 The Contractor certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act of 1988(41 U.S.C. §§ 701-707 and 8101-8106, as amended). Failure to comply with the above-referenced law could subject the Contractor to suspension of payments, termination of Contract, and debarment and suspension actions.

12.2 The Contractor understands that certain funds provided it pursuant to this Contract are funds which have been made available to the City by federal, state, or other granting entities. Consequently, Contractor agrees to comply with all laws, rules, regulations, policies, and procedures applicable to the funds received by Contractor hereunder as directed by the City or as required in this Contract. In addition, Contractor agrees that:

(A) Contractor shall comply with the following Office of Management and Budget (OMB) Circular found at 2 C.F.R. Part 200 *et al*, titled, "Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards," (Uniform Guidance,, as applicable to the funds received by Contractor.

(B) Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§1251-1387), as amended. Contractor agrees to report each violation to the City and understands that the City will, in turn, report each violation as required to the federal agency providing funds for this Contract and the appropriate EPA Regional Office. Additionally, Contractor agrees to include these requirements in each subcontract to this Contract exceeding $150,000 financed in whole or in part with federal funds.

(C) Contractor shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, including, but not limited to, the regulatory provisions of 40 CFR Part 247, and Executive Order 12873, as they apply to the procurement of the items designated in Subpart B of 40 CFR Part 247. Contractor agrees to include within its subcontracts a requirement that its subcontractors comply with this provision.

(D) Contractor has tendered to the City a Certification of Restrictions on Lobbying in compliance with the Byrd Anti-lobbying Amendment (31 U.S.C. §1352), and any applicable implementing regulations, if Contractor applied for or bid for an award exceeding $100,000.00 from the City.

12.3 All of the work performed under this Contract by Contractor shall comply with all applicable laws, rules, regulations and codes of the United States and the State of Texas and with the charter, ordinances, bond ordinances, and rules and regulations of the City of San Antonio and County of Bexar. Additionally, Contractor shall comply with the following:

(A) Local Government Records Act of 1989 official record retention schedules found at http://www.tsl.state.tx.us/slrm/recordspubs/gr.html
(B) Government Code Chapter 552 pertaining to Texas Public Information Act found at http://www.statutes.legis.state.tx.us/Docs/GV/htm/GV.552.htm
(C) Texas Local Government Code Chapter 252 pertaining to purchasing and contracting authority of municipalities
(D) Texas Government Code Chapter 2254 pertaining to Professional and Consulting Services
(E) Texas Local Government Code can be found at http://www.statutes.legis.state.tx.us/

In addition to the applicable laws referenced above, Contractor must also adhere to compliance requirements that are applicable to the specific funding source(s) from which funds paid to Contractor hereunder originated. For example, SAMHSA Contractors/Subcontractors are required to follow applicable SAMHSA regulations.

12.4 As a party to this Contract, Contractor understands and agrees to comply with the *Non-Discrimination Policy* of the City of San Antonio contained in Chapter 2, Article X of the City Code and further, shall not discriminate on the basis of race, color, religion, national origin, sex, sexual orientation, gender identity, veteran status, age or disability, unless exempted by state or federal law, or as otherwise established herein. Additionally, Contractor certifies that it will comply fully with the following nondiscrimination, minimum wage and equal opportunity provisions, including but not limited to:
(A) Title VII of the Civil Rights Act of 1964, as amended;
(B) Section 504 of the Rehabilitation Act of 1973, as amended;
(C) The Age Discrimination Act of 1975, as amended;
(D) Title IX of the Education Amendments of 1972, as amended; (Title 20 USC sections 1681-1688)
(E) Fair Labor Standards Act of 1938, as amended;
(F) Equal Pay Act of 1963, P.L. 88-38; and
(G) All applicable regulations implementing the above laws.

12.5 The Contractor warrants that any and all taxes that the Contractor may be obligated for, including but not limited to, federal, state, and local taxes, fees, special assessments, federal and state payroll and income taxes, personal property, real estate, sales and franchise taxes, are current, and paid to the fullest extent liable as of the execution date of the Contract. The Contractor shall comply with all applicable local, state, and federal laws including, but not limited to:
(A) worker's compensation;
(B) unemployment insurance;
(C) timely deposits of payroll deductions;
(D) filing of Information on Tax Return form 990 or 990T, Quarterly Tax Return Form 941, W-2's Form 1099 on individuals who received compensation other than wages, such as car allowance, Forms 1099 and 1096 for contract or consultant work, non-employee compensation, etc;
(E) Occupational Safety and Health Act regulations; and
(F) Employee Retirement Income Security Act of 1974, P.L. 93-406.

12.6 Contractor agrees to comply with the Americans with Disabilities Act of 1990, 42 U.S.C. 12101 *et seq.*, and all regulations thereunder.

12.7 In compliance with Texas Government Code Section 2264.053, Restrictions on Use of Certain Public Subsidies, if Contractor receives a public subsidy and is found to be in violation of 8 U.S.C. 1324a(f), Contractor shall repay all funds received under this Contract with interest in the amount of three percent (3%). Such repayment shall be made within 120 days of Contractor receiving notice from the City of the violation. For the purposes of this section, a public subsidy is defined as a public program or public benefit or assistance of any type that is designed to stimulate the economic development of a corporation, industry or sector of the state's economy or to retain or create jobs in this state. This term includes grants, loans, loan guarantees, benefits relating to an enterprise or empowerment zone, fee waivers, land price subsidies, infrastructure development and improvements designed to principally benefit a single business or defined group of businesses, matching funds, tax refunds, tax rebates or tax abatements.

12.8 Contractor agrees to abide by any and all future amendments or additions to all laws, rules, regulations, policies and procedures pertinent to this Contract as they may be promulgated.

12.9 All expenditures by the Contractor or any of its subcontractors must be made in accordance with all applicable federal, state and local laws, rules and regulations. If using City of San Antonio General Funds, expenditures shall be made in accordance with all bidding requirements that City would be required to perform under Chapter 252 of the Texas Local Government Code.

## XIII. NO SOLICITATION/CONFLICT OF INTEREST

13.1 RESERVED

13.2 Contractor covenants that neither it nor any member of its governing body or of its staff presently has any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. Contractor further covenants that in the performance of this Contract, no persons having such interest shall be employed or appointed as a member of its governing body or of its staff.

13.3 Contractor further covenants that no member of its governing body or of its staff shall possess any interest in, or use their position for, a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with which they have family, business, or other ties.

13.4 No member of City's governing body or of its staff who exercises any function or responsibility in the review or approval of the undertaking or carrying out of this Contract shall:

(A) Participate in any decision relating to this Contract which may affect his or her personal interest or the interest of any corporation, partnership, or association in which he or she has a direct or indirect interest; or
(B) Have any direct or indirect interest in this Contract or the proceeds thereof.

13.5 Contractor acknowledges that it is informed that Charter of the City of San Antonio and its Ethics Code prohibit a City officer or employee, as those terms are defined in Section 2-52 of the Ethics Code, from having a financial interest in any contract with the City. An officer or employee has "prohibited financial interest" in a contract with the City or in the sale to the City of land, materials, supplies or service, if any of the following individual(s) or entities is a party to the contract or sale: A City officer or employee; his parent, child or spouse; an entity in which the officer or employee, or his parent, child or spouse owns ten (10) percent or more of the voting stock or shares of the entity, or ten (10) percent or more of the fair market value of the entity; an entity in which any individual or entity above listed is subcontractor on a City contract, a partner or a parent or subsidiary entity.

13.6 Contractor warrants and certifies that no City officer or employee nor any spouse, parent, child sibling or first-degree relative of a City officer or employee owns ten (10) percent or more of the voting stock or shares of the Contractor, or ten (10) percent or more of the fair market value of the Contractor. Contractor further warrants and certifies that is has tendered to the City a Discretionary Contracts Disclosure Statement in compliance with the City's Ethics Code

## XIV. TERMINATION

14.1 Termination for Cause - Should the Contractor fail to fulfill, in a timely and proper manner, obligations under this Contract to include performance standards established by the City, or if the Contractor should violate any of the covenants, conditions, or stipulations of the Contract, the City shall thereupon have the right to terminate this Contract in whole or in part by sending written notice to the Contractor of such termination and specify the effective date thereof (which date shall not be sooner than the tenth ($10^{th}$) day following the day on which such notice is sent).

14.2 Termination for Convenience - This Contract may be terminated in whole or in part when the City determines that continuation of the Project would not produce desired results commensurate with the further expenditure of funds or if the City has insufficient revenue to satisfy the City's liabilities hereunder. Such termination by City shall specify the date thereof, which date shall not be sooner than the thirtieth ($30^{th}$) day following the day on which notice is sent. The Contractor shall also have the right to terminate this Contract and specify the date thereof, which date shall not be sooner than the end of the thirtieth ($30^{th}$) day following the day on which notice is sent.

14.3 The Contractor shall be entitled to receive just and equitable compensation for any work satisfactorily completed prior to such termination date. The question of satisfactory completion of such work shall be determined by the City alone, and its decision shall be final. It is further expressly understood and agreed

by the parties that Contractor's performance upon which final payment is conditioned shall include, but not be limited to, the Contractor's complete and satisfactory performance of its obligations for which final payment is sought.

14.4 Notwithstanding any other remedy contained herein or provided by law, the City may delay, suspend, limit, or cancel funds, rights or privileges herein given the Contractor for failure to comply with the terms and provisions of this Contract. Specifically, at the sole option of the City, the Contractor may be placed on probation during which time the City may withhold reimbursements in cases where it determines that the Contractor is not in compliance with this Contract. The Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract, and the City may withhold funds otherwise due as damages, in addition to retaining and utilizing any other remedies available to the City.

14.5 Should the Contractor be debarred by City pursuant to a debarment policy currently existing or hereafter adopted, said debarment may within City's sole and absolute discretion, be grounds for termination for cause.

## XV. RESERVED

## XVI. PERSONNEL MANAGEMENT

16.1 The Contractor agrees to establish internal procedures that assure employees of an established complaint and grievance policy. The grievance policy will include procedures to receive, investigate, and resolve complaints and grievances in an expeditious manner.

16.2 Contractor is permitted to pay its full time employees funded through this Contract for the total number of holidays authorized by the City Council for City employees. If the Contractor elects to observe more than the total number of holidays authorized by the City Council for City employees, then such additional days are not eligible for reimbursement under this Contract.

16.3 RESERVED.

16.4 Contractor agrees that all copies of written job descriptions will be filed in all individual personnel folders for each position in the organization funded through this Contract.

16.5 The Contractor agrees to provide the City with the names and license registration of any employees of Contractor regulated by State law whose activities contribute towards, facilitate, or coordinate the performance of this Contract.

16.6 Contractor may be reimbursed by City for the cost of pay granted to full time, permanent employees that is not chargeable to annual or personal leave only for the reasons listed below:

(A) To attend annual training in a branch of the Armed Services, not to exceed fifteen (15) business days during the term of this Contract;
(B) To serve as a juror;
(C) To attend the funeral of someone in the immediate family. Immediate family shall include father, step-father, father-in-law, mother, step-mother, mother-in-law, sister, step-sister, brother, step-brother, spouse, child, and relative, if such relative is actually a member of the employee's household, if he or she was the legal guardian of the employee, or if the employee had legal guardianship of said relative. In such event, the Contractor may grant up to three (3) work days of leave with pay that is not chargeable to annual or personal leave; or
(D) To attend seminars or workshops.

16.7 Chief Executive Officers (CEOs), directors and other supervisory personnel of Contractor may not supervise a spouse, parents, children, brothers, sisters, and in-laws standing in the same relationship,

(hereinafter referred to as "Relatives") who are involved in any capacity with program delivery supported through City funds. Relatives, however, may be co-workers in the same Project in a non-supervisory position.

## XVII. ADVERSARIAL PROCEEDINGS

17.1 Contractor agrees to comply with the following special provisions:

(A) Under no circumstances will the funds received under this Contract pursuant to the Grant be used, either directly or indirectly, to pay costs or attorney fees incurred in any adversarial proceeding against the City or any other public entity; and

(B) Contractor, at the City's option, could be ineligible for consideration to receive any future funding while any adversarial proceedings against the City remains unresolved.

## XVIII. CITY-SUPPORTED PROJECT

18.1 Contractor shall publicly acknowledge that this Project is supported by the City of San Antonio, Department of Human Services, and funded through the U.S. Department of Health and Human Services' "Bexar Cares" Program. Throughout the term of this Contract, Contractor agrees to include written acknowledgment of the financial support in all Project-related presentations, press releases, flyers, brochures and other informational material prepared and distributed by Contractor. Contractor shall obtain the City's prior approval of the language and logo, as applicable, to be used.

## XIX. EQUIPMENT

19.1 The City retains ownership of all equipment/property purchased with funds received through the City and such equipment/property shall, at the City's sole option, revert to the City at Contract's expiration or early termination, for whatever reason. The Contractor agrees to relinquish and transfer possession of and, if applicable, title to said property without the requirement of a court order upon expiration or early termination of this Contract. Equipment that has reverted to the Contractor through a City-paid lease agreement with option to buy will be considered the same as though the equipment was purchased outright with City funds. It is understood that the terms, "equipment" and "property", as used herein, shall include not only furniture and other durable property, but also vehicles.

19.1.1 However, City understands that equipment funded with Grant funds may otherwise be retained, disposed of, reallocated, or used for other purposes according to the written direction and approval of the Grantor.

19.2 Contractor agrees that no equipment purchased with City and/or Grantor funds may be disposed of without receiving prior written approval from DHS. In cases of theft and/or loss of equipment, it is the responsibility of the Contractor to replace it with like equipment. City funds cannot be used to replace equipment in those instances. All replacement equipment will be treated in the same manner as equipment purchased with City or Grantor funds.

19.3 Contractor shall maintain records on all items obtained with City or Grant funds to include:
(A) A description of the equipment, including the model and serial number, if applicable;
(B) The date of acquisition, cost and procurement source, purchase order number, and vendor number;
(C) An indication of whether the equipment is new or used;
(D) The vendor's name (or transferred from);
(E) The location of the property;
(F) The property number shown on the property tag; and
(G) A list of disposed items and disposition.

19.4 The Contractor is fully and solely responsible for the safeguarding, maintaining, and reporting of lost, stolen, missing, damaged, or destroyed equipment/property purchased or leased with Grantor funds. All lost, stolen, missing, damaged and/or destroyed equipment/property shall be reported to the local Police Department and, if applicable, the Federal Bureau of Investigation (FBI). The Contractor shall make such reports immediately and shall notify and deliver a copy of the official report to DHS within seventy-two (72) hours from the date that Contractor discovers the lost, stolen, missing, damaged and/or destroyed equipment/property. The report submitted by the Contractor to DHS shall minimally include:

(A) A reasonably complete description of the missing, damaged or destroyed articles of property, including the cost and serial number and other pertinent information;

(B) A reasonably complete description of the circumstances surrounding the loss, theft, damage or destruction; and,

(C) A copy of the official written police report or, should the Police not make such copy available, a summary of the report made to the Police, including the date the report was made and the name and badge number of the Police Officer who took the report.

19.5 All equipment purchased under this Contract shall be fully insured against fire, loss and theft.

19.6 The Contractor shall provide an annual inventory of assets purchased with funds received through the City to DHS.

## XX. TRAVEL

20.1 The costs associated with budgeted travel for business, either in-town or out-of-town, are allowable costs provided documentation of expenses is present and approved in the budget.

20.2 Contractor agrees that mileage reimbursement paid to Contractor's employees shall be reimbursed at a rate no more liberal than the City's policy for mileage reimbursement, which is consistent with IRS rules. Contractor further agrees that in order for its employees to be eligible for mileage reimbursement, the employees 1) shall be required to possess a valid Texas Driver's License and liability insurance as required by law, and 2) must use mileage software that calculates trip mileage based on addresses. Mileage records are subject to spot-checks by the City. Contractor shall verify evidence of the required driver's license and liability insurance, and will keep such evidence on file.

20.3 Contractor agrees that for costs associated with out of town travel for business in connection with this Contract, Contractor shall 1) provide City with detailed documentation of such business travel expense(s), 2) ensure that any and all costs associated with out-of-town travel (including per diem rates) shall not be more liberal than the City's travel policies which conform with the reimbursement rates established by the United States General Services Administration, 3) purchase all business travel at economy class rates and shall document such and 4) submit support for conferences to include itineraries and documentation certifying conference attendance.

## XXI. NO USE OF FUNDS FOR RELIGIOUS ACTIVITIES

21.1 Contractor agrees that none of the performance rendered hereunder shall involve, and no portion of the funds received hereunder shall be used, directly or indirectly, for the construction, operations, maintenance or administration of any sectarian or religious facility or activity, nor shall said performance rendered or funds received be utilized so as to benefit, directly or indirectly, any such sectarian or religious facility or activity.

## XXII. DEBARMENT

22.1 Contractor certifies that neither it nor its principals, nor its subcontractors, if any, are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in any state or federal Program.

22.2 Contractor shall provide immediate written notice to City, in accordance with the notice requirements of Article XXVI herein, if, at any time during the term of the Contract, including any renewals hereof, Contractor learns that its certification was erroneous when made or have become erroneous by reason of changed circumstances.

## XXIII. ASSIGNMENT AND SUB-CONTRACTING

23.1 Contractor shall not assign nor transfer Contractor's interest in this Contract or any portion thereof without the written consent of the City Council of San Antonio and the Grantor of the grant source. Any attempt to transfer, pledge or otherwise assign shall be void ab initio and shall confer no rights upon any third person or party.

23.2 None of the work or services covered by this Contract shall be sub-contracted without the prior written consent of the City and Grantor of the grant source, if so required by said Grantor. Any work or services for sub-contracting hereunder, shall be sub-contracted only by written Contract, and unless specific waiver is granted in writing by City, shall be subject by its terms to each and every provision of this Contract. Compliance by sub-contractors with this Contract shall be the responsibility of Contractor. Contractor agrees that payment for services of any sub-contractor shall be submitted through Contractor, and Contractor shall be responsible for all payments to sub-contractors.

23.3 Contractor must comply with all applicable local, State and Federal procurement standards, rules, regulations and laws in all its sub-contracts related to the work or funds herein. It is further agreed by the parties hereto that the City has the authority to monitor, audit, examine, and make copies and transcripts of all sub-contracts, as often as deemed appropriate by the City. If, in the sole determination of the City, it is found that all applicable local, state and federal procurement standards, rules, regulations and laws have not been met by Contractor with respect to any of its sub-contracts, then the Contractor will be deemed to be in default of this Contract, and as such, this Contract will be subject to termination in accordance with the provisions hereof.

## XXIV. AMENDMENT

24.1 Any alterations, additions or deletions to the terms hereof shall be by amendment in writing executed by both City and Contractor and evidenced by passage of a subsequent City ordinance, as to City's approval; provided, however, the Director of DHS shall have the authority to execute an amendment of this Contract without the necessity of seeking any further approval by the City Council of the City of San Antonio, if permitted by all applicable local, state and federal laws, and in the following circumstances:

(A) an increase in funding of this Contract in an amount not exceeding (a) twenty-five percent (25%) of the total amount of this Contract or (b) $25,000.00, whichever is the lesser amount; provided, however, that the cumulative total of all amendments increasing funding and executed without City Council approval pursuant to this subsection during the term of this Contract shall not exceed the foregoing amount;

(B) modifications to the Scope of Work set forth in Attachment I hereto due to the adjustment described in subsection (A) of this Section and for other reasons, so long as the terms of the amendment are reasonably within the parameters set forth in the original Scope of Work;

(C) budget revisions or shifts of fund in accordance with Sections 3.5 or 4.1 of this Contract;

(D) modifications to the insurance provisions described in Article IX of this Contract that receive the prior written approval of the City of San Antonio's Risk Manager and the Director of DHS;

(E) reduction of the total Contract amount in order to comply with the required Federal/Non-Federal ratio, set forth in Article III, and to amend the budget accordingly which is set forth in Attachment II hereto.

Contractor shall execute any and all amendments to this Contract that are required as a result of a modification made pursuant to this Section 24.1(E); or

(F) reductions to Article I, Scope of Work, and Article III, Consideration.

## XXV. RESERVED

## XXVI. OFFICIAL COMMUNICATIONS

26.1 For purposes of this Contract, all official communications and notices among the parties shall be deemed sufficient if in writing and delivered in person, mailed by overnight or express service or mailed, registered or certified mail, postage prepaid, to the addresses set forth below:

City:
Director
Department of Human Services
106 S. St. Mary's Street, 7th Floor
San Antonio, Texas 78205

Contractor:
President / CEO
The Center for Health Care Services
3031 IH 10 West
San Antonio, Texas 78201

Notices of changes of address by either party must be made in writing delivered to the other party's last known address within five (5) business days of the change.

## XXVII. VENUE

27.1 Contractor and City agree that this Contract shall be governed by and construed in accordance with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Bexar County, Texas. Any action or proceeding brought to enforce the terms of this Contract or adjudicate any dispute arising out of this Contract shall be brought in a court of competent jurisdiction in San Antonio, Bexar County, Texas. Venue and jurisdiction arising under or in connection with this Contract shall lie exclusively in Bexar County, Texas.

## XXVIII. GENDER

28.1 Words of any gender used in this Contract shall be held and construed to include any other gender, and words in the singular number shall be held to include the plural, unless the context otherwise requires.

## XXIX. RESERVED

## XXX. LICENSES AND TRAINING

30.1 Contractor warrants and certifies that Contractor's employees and its subcontractors have the requisite training, license or certification to provide the services required under this Contract, and meet all competence standards promulgated by all other authoritative bodies, as applicable to the services provided hereunder.

## XXXI. INDEPENDENT CONTRACTOR

31.1 It is expressly understood and agreed that the Contractor is and shall be deemed to be an independent contractor, responsible for its respective acts or omissions and that the City shall in no way be responsible therefor, and that neither party hereto has authority to bind the other nor to hold out to third parties that it has the authority to bind the other.

31.2 Nothing contained herein shall be deemed or construed by the parties hereto or by any third party as creating the relationship of employer-employee, principal-agent, partners, joint venture, or any other similar such relationship, between the parties hereto.

31.3 Any and all of the employees of the Contractor, wherever located, while engaged in the performance of any work required by the City under this Contract shall be considered employees of the Contractor only, and not of the City, and any and all claims that may arise from the Workers' Compensation Act on behalf of said employees while so engaged shall be the sole obligation and responsibility of the Contractor.

## XXXII. SEVERABILITY

32.1 If any clause or provision of this Contract is held invalid, illegal or unenforceable under present or future federal, state or local laws, including but not limited to the City Charter, City Code, or ordinances of City, then and in that event it is the intention of the parties hereto that such invalidity, illegality or unenforceability shall not affect any other clause or provision hereof and that the remainder of this Contract shall be construed as if such invalid, illegal or unenforceable clause or provision was never contained herein; it is also the intention of the parties hereto that in lieu of each clause or provision of this Contract that is invalid, illegal or unenforceable, there be added as a part of this Contract a clause or provision as similar in terms to such invalid, illegal or unenforceable clause or provision as may be possible, legal, valid and enforceable.

## XXXIII. RESERVED

## XXXIV. ENTIRE CONTRACT

34.1 This Contract and its attachments, if any, constitute the entire and integrated Contract between the parties hereto and contain all of the terms and conditions agreed upon, and supersede all prior negotiations, representations, or contracts, either oral or written.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**

## XXXV. AUTHORITY

35.1 Each of the signers of this Contract hereby represents and warrants that they have authority to execute this Contract on behalf of each of their governing entities and to bind the respective entities to all of the terms, conditions, provisions and obligations herein contained. This Contract shall be signed in duplicate originals so that each Party hereto shall have an original.

**EXECUTED** this _____ day of _____, 2016.

**CITY OF SAN ANTONIO:**

Melody Woosley, Director
Department of Human Services

**CONTRACTOR:**

**BEXAR COUNTY BOARD OF TRUSTEES FOR MENTAL HEALTH MENTAL RETARDATION SERVICES D/B/A THE CENTER FOR HEALTH CARE SERVICES**

Leon Evans, President / CEO

APPROVED AS TO FORM:

Assistant City Attorney

Board President (if required by Agency)

ATTACHMENTS

Attachment I – Scope of Work
Attachment II – Budget
Attachment III – N/A
Attachment IV – Contract Monitoring Report
Attachment V – Grantor Contract
Attachment VI – Project Narrative
Attachment VII – HIPAA Business Associate Agreement

# SCOPE OF WORK

## SAMHSA- Bexar CARES Grant
## FY 2016-2017

### Program Objective:

### Roles and Responsibilities

**CHCS will satisfy the following objectives for each year of the grant term:**

**A. Provide or contract for the provision of direct services/supports to 250 new unduplicated children and their families or primary caregivers each year of the Grant, and:**

i. Provide training to the City and partnering agencies on the Pediatric Symptom Checklist for the identification of children with behavioral health needs.

ii. Establish an agreed upon referral process and referral target among the City and partnering agencies.

iii. Provide families, once referred, with both direct services (where appropriate) and referrals to partnering agencies in whatever combination best serves the needs of children and their families.

iv. CHCS Direct services may include, but are not limited to:
- Behavioral Health Screens;
- Mental Health Needs Assessments;
- Skills Training;
- Case management;
- Mentoring through Family Partners and/or other paraprofessionals;
- Psychiatric services;
- Crisis Intervention; and
- Respite.

v. Provide children and families with prompt services directly or through referrals and linkage to partnering agencies and/or organizations after identification of behavioral health needs.

vi. Provide monthly monitoring reports to include the number of unduplicated children and families referred and the number served as well as a description of the type(s)/frequency of services, supports and referrals each child and his/her family has received. Provide any other appropriate information as requested by the City within 14 days of the written request.

vii. Submit an annual report each year of the grant summarizing progress related to the 9 essential areas of the System of Care Expansion. The content of such report is to be determined by agreement between CHCS and the City.

viii. CHCS will work collaboratively with the Head Start program to draft and execute a Memorandum of Understanding establishing the details of the referral process and plan for service delivery within Head Start centers.

ix. In order to establish relationships with non-Head Start early childhood centers, CHCS will coordinate the execution of Memorandums of Understanding with San Antonio School Districts, Pre-K for SA, and any other early childhood providers proposed to be included in the Bexar CARES expansion model. CHCS agrees that, even in the case where referred children and families cannot bill CHIP, Medicaid, or any other insurance provider, CHCS will provide Bexar CARES services to children referred under the Bexar Cares expansion grant at no cost to the referred children or their families.

**B. Ensure Bexar CARES is family and youth guided in management, services and advocacy. To this end, CHCS will:**

i. Appoint at least two family representatives to actively participate in Bexar CARES ad hoc CQI Work Groups to provide relevant, immediate feedback regarding system performance.

ii. Appoint at least two family representatives to interview panels for all top staff positions.

iii. Recruit and compensate up to 20 family members (caregivers or youth) to mentor and train youth, caregivers, and stakeholders on items related to behavioral health wellness within the constructs of system of care principles and values.

iv. Utilize family members with lived experience to inform and coordinate with the Governance Council to advocate for improved public policy relating to behavioral health needs of children and families at the local, state and national level.

v. Establish a longitudinal family engagement model that offers a well-defined, compensated path for individuals with lived experience to mentor, train, and advocate for improvement within the System of Care community.

vi. Obtain, at the end of the term, the following outcomes:
- 90% of families express satisfaction with the Bexar CARES program;
- 65% of families are engaged in active services for 9 months or longer 15% of adult caregivers engaged 9 months or longer become peer mentors, trainers, behavioral aides or family partners; and
- 15 adults with lived experience complete training and become a Behavioral Aide.

**C. Improve service depth and accessibility. To this end, CHCS will:**

i. Create formal linkages to and incorporate the resources of up to 8 new private non-profit providers offering high quality, relevant services to the Bexar CARES' target population.

ii. Establish new early intercept points (e.g. City pre-school program(s), PreK 4 SA, Head Start, CHCS's Early Childhood program(s), local school district's preschool programs) within the community where children as young as 3 years of age are screened for early identification of behavioral health needs and when identified with a behavioral health

need are referred for a comprehensive screening and assessment and treatment planning.

iii. Work among the local school districts to provide Mental Health First Aid and other behavioral health training to improve coordination between families and schools for improved academic outcomes for children with identified behavioral health needs. The training will include educating school districts on best practices, positive behavioral supports, and community resources.

iv. Expand and utilize the Children's Mental Health Campus that features a continuum of services, increases access and improves continuity of care.

v. Create easily accessed, organized pathways to and through coordinated public and private services with clearly delineated points of entry and exit and abundant, diverse service opportunities.

vi. Expand the value of shared experiences by increasing group support services for caregivers segmented by primary interest including child welfare, juvenile justice, early childcare, kinship caregivers.

vii. Improve knowledge and utilization of the expanded system of care with military families by engaging military liaisons in the Bexar CARES Governance Council, identifying points of entry for military families, assessing system capacity to address the unique needs of military families and filling service gaps to enable their full participation and benefit.

viii. Expand Continuous Quality Improvement processes, provide system of care and wraparound training and monitor coordination of service delivery with partnering agencies to ensure utilization of evidence-based practices, trauma-focused care, and cultural and linguistic competency.

ix. Introduce new programs and services in response to identified service delivery gaps.

x. Obtain, at the end of the term, the following outcomes:

- 90% of participating families express satisfaction with the Bexar CARES program;
- 65% of participating families are engaged in active services for 9 months or longer;
- 5% of families have one or more caregiver(s) who is active duty military;
- 75% of participating children demonstrate improvements in academic performance and/or classroom behavior within six months;
- 85% of active child welfare cases on participating children do not progress further in supervision;
- 65% reduction in crisis episodes in the learning environment for participating children, baseline year of 2014 vs. fourth year of service, 2018;
- Establish a baseline cost of care in the first year of service delivery and show progress towards a 50% reduction in cost of care between the baseline year and the fourth year of service.

**D. Strengthen organizational and collaborative structures by the following actions:**

i. Delegate specific governance responsibilities to the Executive Governance Council with attendance at meetings at 85% or higher;
   - Executive and Governance Councils will each meet monthly and the System of Care Community Stakeholder Group will meet quarterly.

ii. Evaluate cultural competency (relevance and sensitivity on the part of providers and staff), framed by the Culturally and Linguistically Appropriate Services (CLAS) Standards measured by family satisfaction;

iii. Strengthen data collection and management to enable data informed decision making and monitoring of resources and effectiveness by the Executive Governance Council.

iv. Recruit new non-profit collaborating partners to the Bexar CARES program continuum and collaborate with each partner and the City to establish a Memorandum of Understanding between each partnering collaborator and the City that includes data sharing requirements and methods, confidentiality, consent procedures, training and cross-training requirements, technology requirements and service referral and delivery processes and detailing the in-kind and matching contributions and/or funds to be blended or braided within the system.

v. Expand existing sustainability efforts by:
   - Engaging and building awareness among a wider range of private funders from around the community, state and nation, and
   - advocating for public funding; and

vi. Obtain, at the end of the term, the following outcomes:
   - Family satisfaction will remain at or above 90%, signaling an acceptable level of cultural and linguistic competency.
   - At least eight new non-profit partners will be added to the system of care.
   - All service, support and referral-related outcomes will be achieved or exceeded.
   - Work with partnering collaborators and potential partners toward continued long-term sustainability to promote the continuation of Bexar CARES.

**E. Increase awareness of and community commitment to children's mental health by:**

i. Training 20 family members (caregivers or youth) to become effective advocates with stakeholders, policymakers and legislators;

ii. Establish a social media presence to deepen public knowledge of children's mental health needs, Bexar CARES' resources and hope for recovery; and

iii. Using advocates and social media; including Twitter, Facebook, and Instagram; to share data, publicize events and build awareness, obtaining at least 1,000 users of such resources.

**TARGETED POPULATION:**
Children 3-8 years of age with serious emotional disturbances or behavioral health needs and their families or caregivers.

**NUMBER OF PARTICIPANTS/ CHILDREN SERVED:** Number to be served are 250 per year, so that 1,000 children and their families are served across the four-year period.

## PROGRAM BUDGET

**AGENCY NAME:** SAMHSA

**PROGRAM NAME:** Bexar Cares

**TERM OF CONTRACT:** September 30, 2016 - September 29, 2017

| Categories | Federal Share Funding | Non-Federal Share Match | Total Budget | Federal Admin Funding | Non-Federal Admin Match | Total Admin Budget | |
|---|---|---|---|---|---|---|---|
| Salaries | $525,277 | $0 | $525,277 | $0 | $0 | $0 | |
| Fringe Benefits | $170,755 | $0 | $170,755 | $0 | $0 | $0 | |
| TOTAL PERSONNEL | $696,032 | $0 | $696,032 | $0 | $0 | $0 | |
| Travel | $9,852 | $0 | $9,852 | $0 | $0 | $0 | |
| Equipment | $0 | $0 | $0 | $0 | $0 | $0 | |
| Supplies | $20,000 | $0 | $20,000 | $0 | $0 | $0 | |
| Contractual | $53,000 | $299,988 | $352,988 | $0 | $0 | $0 | |
| Other | $75,784 | $0 | $75,784 | $0 | $0 | $0 | |
| Indirect Expense | $45,297 | $0 | $45,297 | $0 | $0 | $0 | |
| TOTALS | $899,965 | $299,988 | $1,199,953 | $0 | $0 | $0 | 0% |

Tom F Cobb

Signature of Agency Authorized Representative

8/1/16

Date

**This section reserved for COSA use only**

Reviewed by:

August 2, 2016

Program Monitor Signature and Date

8-1-16

Fiscal Monitor Signature and Date

Approved by:

8/2/16

COSA Head Start Administrator Signature and Date

Fiscal Manager Signature and Date

Attachment II

# Substance Abuse and Mental Health Services Admin (SAMHSA)
## Bexar Cares Program
## September 30, 2016 - September 29, 2017
### CFDA 93.104
### Fund #26054380xx

**REVENUES:**

| | | | |
|---|---|---|---|
| 4501000 | Grants Revenue | $ | 995,828 |
| 6500000 | In-Kind Revenue | $ | 331,943 |
| | **TOTAL REVENUES** | **$** | **1,327,771** |

**APPROPRIATIONS:**

**138000001xxx - SAMHSA Bexar Cares 2016-2017 COSA**

| | | | |
|---|---|---|---|
| 5101010 | Regular Salaries | $ | 68,225 |
| 5103005 | FICA | $ | 5,219 |
| 5103010 | Life Insurance | $ | 68 |
| 5103035 | Personal Leave Bback | $ | 438 |
| 5170040 | Civln Actv Healthcr | $ | 8,572 |
| 5105010 | TMRS – Retirement | $ | 7,341 |
| 5103065 | Education | $ | 1,500 |
| 5207010 | Travel - Official | $ | 3,000 |
| 5203090 | Transportation Fees | $ | 500 |
| 5302010 | Office Supplies | $ | 1,000 |
| | | **$** | **95,863** |

**138000001xxx - SAMHSA Bexar Cares 2016 - 2017 CHCS**

| | | | |
|---|---|---|---|
| 5202040 | Contractual Services - Pmts to Subrecipients | | 899,965 |
| | | **$** | **899,965** |

**138000001xxx - SAMHSA Bexar Cares 2016-2017 In-Kind**

| | | | |
|---|---|---|---|
| 6602025 | In-Kind Expense | $ | 331,943 |
| | | **$** | **331,943** |

| | | |
|---|---|---|
| **TOTAL PROPOSED APPROPRIATIONS:** | **$** | **1,327,771** |

# CONTRACT MONITORING REPORT

*Department of Human Services*
*FY 2016-2017*

*Agency Name:* The Center for Health Care Services (CHCS)
*Program Name:* Bexar CARES
*Month of:*

Agency Rep: Frankie Leanne
Phone Number: 210-261-3539
Monitor: Modesta Putia
Phone Number: 210-206-1061

| | | OCT | NOV | DEC | JAN | FEB | MAR | APR | MAY | JUN | JUL | AUG | SEP | Pgm Total | YTD Actual | YTD % Ach |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Approved Budget | 903173 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | | | |
| Amount Expensed | A | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | $0 | | | |
| Provide services to new unduplicated children | 250 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| | A | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | |
| % of families express satisfaction with Bexar Cares | 0.9 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| | A | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | |
| % of families engaged in active service | 9 months | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| | A | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | |
| Number of adults with lived experience as BH Aide | 15 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| | A | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | |
| % of families from military | 0.05 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| | A | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | |
| % of participating children improved academic performance | 0.75 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| | A | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | |
| % of child welfare children do not progress further in supervision | 0.85 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| | A | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | |
| Reduction in crisis episodes | 0.65 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| | A | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | |
| Reduction of cost of care between baseline and 2018 | 0.5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| | A | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | | |
| Number of new partners in SOC | 8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| | A | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| Awareness through social media | 1000 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |
| | A | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | | | |

| # Unduplicated Participants per Council District | | | | | | | | | | | | | Cumulative/District |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Council District #1 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Council District #2 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Council District #3 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Council District #4 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Council District #5 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Council District #6 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Council District #7 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Council District #8 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Council District #9 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Council District #10 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Unknown District or Other | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Total Number of Unduplicated Clients | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |

**Remarks for Each Measure Over or Under a 10% Variance**

Agency Signature _____
Date: _____

Monitor Signature _____
Date: _____

Attachment IV

Notice of Award

**Attachment V**

SOC Implementation

**Issue Date:** 07/28/2016

Department of Health and Human Services
Substance Abuse and Mental Health Services Administration

Center for Mental Health Services

**Grant Number:** 5U79SM061639-03
**FAIN:** SM061639
**Program Director:** Melissa Tijernia

**Project Title:** Bexar CARES

| Grantee Address | Business Address |
|---|---|
| CITY OF SAN ANTONIO<br>Melody Woosley<br>Human Services<br><br>106 S. St. Mary's Street, 7th Floor<br>San Antonio, TX 78283 | Melody Woosley<br>Director<br>Dept. of Human Services, City of San Antonio<br>106 S. St. Mary's Street, 7th Floor<br>San Antonio, TX 78283 |

**Budget Period:** 09/30/2016 – 09/29/2017
**Project Period:** 09/30/2014 – 09/29/2018

Dear Grantee:

The Substance Abuse and Mental Health Services Administration hereby awards a grant in the amount of $995,828 (see "Award Calculation" in Section I and "Terms and Conditions" in Section III) to CITY OF SAN ANTONIO in support of the above referenced project. This award is pursuant to the authority of Sections 561-565 of the PHS Act, as amended and is subject to the requirements of this statute and regulation and of other referenced, incorporated or attached terms and conditions.

Award recipients may access the SAMHSA website at www.samhsa.gov (click on "Grants" then SAMHSA Grants Management), which provides information relating to the Division of Payment Management System, HHS Division of Cost Allocation and Postaward Administration Requirements. Please use your grant number for reference.

Acceptance of this award including the "Terms and Conditions" is acknowledged by the grantee when funds are drawn down or otherwise obtained from the grant payment system.

If you have any questions about this award, please contact your Grants Management Specialist and your Government Project Officer listed in your terms and conditions.

Sincerely yours,
Roger George
Grants Management Officer
Division of Grants Management

See additional information below

**SECTION I – AWARD DATA – 5U79SM061639-03**

| Award Calculation (U.S. Dollars) | |
|---|---|
| Salaries and Wages | $68,225 |
| Fringe Benefits | $21,638 |
| Personnel Costs (Subtotal) | $89,863 |
| Supplies | $1,000 |
| Consortium/Contractual Cost | $899,965 |
| Travel Costs | $3,000 |
| Other | $2,000 |
| Direct Cost | $995,828 |
| **Approved Budget** | $1,327,771 |
| Federal Share | $995,828 |
| Non-Federal Share | $331,943 |
| Cumulative Prior Awards for this Budget Period | $0 |
| AMOUNT OF THIS ACTION (FEDERAL SHARE) | $995,828 |

| SUMMARY TOTALS FOR ALL YEARS | |
|---|---|
| YR | AMOUNT |
| 3 | $995,828 |
| 4 | $995,828 |

*Recommended future year total cost support, subject to the availability of funds and satisfactory progress of the project.

**Fiscal Information:**

| | |
|---|---|
| CFDA Number: | 93.104 |
| EIN: | 1746002070A8 |
| Document Number: | 14SM61639A |
| Fiscal Year: | 2016 |

| IC | CAN | Amount |
|---|---|---|
| SM | C96J548 | $995,828 |

| IC | CAN | 2016 | 2017 |
|---|---|---|---|
| SM | C96C133 | | $995,828 |
| SM | C96J548 | $995,828 | |

**SM Administrative Data:**
PCC: CMHI / OC: 4145

**SECTION II – PAYMENT/HOTLINE INFORMATION – 5U79SM061639-03**

Payments under this award will be made available through the HHS Payment Management System (PMS). PMS is a centralized grants payment and cash management system, operated by the HHS Program Support Center (PSC), Division of Payment Management (DPM). Inquiries regarding payment should be directed to: The Division of Payment Management System, PO Box 6021, Rockville, MD 20852, Help Desk Support – Telephone Number: 1-877-614-5533.

The HHS Inspector General maintains a toll-free hotline for receiving information concerning fraud, waste, or abuse under grants and cooperative agreements. The telephone number is: 1-

800-HHS-TIPS (1-800-447-8477). The mailing address is: Office of Inspector General, Department of Health and Human Services, Attn: HOTLINE, 330 Independence Ave., SW, Washington, DC 20201.

**SECTION III – TERMS AND CONDITIONS – 5U79SM061639-03**

This award is based on the application submitted to, and as approved by, SAMHSA on the above-title project and is subject to the terms and conditions incorporated either directly or by reference in the following:

a. The grant program legislation and program regulation cited in this Notice of Award.
b. The restrictions on the expenditure of federal funds in appropriations acts to the extent those restrictions are pertinent to the award.
c. 45 CFR Part 75 as applicable.
d. The HHS Grants Policy Statement.
e. This award notice, INCLUDING THE TERMS AND CONDITIONS CITED BELOW.

**Treatment of Program Income:**
Additional Costs

In accordance with the regulatory requirements provided at 45 CFR 75.113 and Appendix XII to 45 CFR Part 75, recipients that have currently active Federal grants, cooperative agreements, and procurement contracts with cumulative total value greater than $10,000,000 must report and maintain information in the System for Award Management (SAM) about civil, criminal, and administrative proceedings in connection with the award or performance of a Federal award that reached final disposition within the most recent five-year period. The recipient must also make semiannual disclosures regarding such proceedings. Proceedings information will be made publicly available in the designated integrity and performance system (currently the Federal Awardee Performance and Integrity Information System (FAPIIS)). Full reporting requirements and procedures are found in Appendix XII to 45 CFR Part 75.

**SECTION IV – SM Special Terms and Conditions – 5U79SM061639-03**

**REMARKS:**

*This award reflects acceptance of the attestation signed and dated on February 18, 2016, by the authorized representative that there are no budget changes above 25% of the total previous budget period in response to the continuation application request.*

**STANDARD TERMS OF AWARD:**

Refer to the following SAMHSA website for Standard Terms of Award:

http://www.samhsa.gov/grants/grants-management/notice-award-noa/standard-terms-conditions
**(Continuation)**

**Updated Key Staff:**

Key staff (or key staff positions, if staff has not been selected) are listed below:

**Melissa Tijernia**, Project Director
**Leanne Lindsey**, Program Director @ 100% level of effort

All changes in key staff including level of effort must be sent electronically to the GPO including a biographical sketch and other documentation and information as stated above who will make a recommendation for approval or disapproval to the assigned Grants Management Specialist. Only the GMO, SAMHSA may approve Key Staff Changes.

**REPORTING REQUIREMENTS:**

Submission of a Programmatic Annual Report is due no later than 90 days after the end of each budget period end date, and final project period end date.

**Please submit your Programmatic quarterly Report to**
**DGMProgressReports@samhsa.hhs.gov and copy your Program Official.**
(HARD COPIES SUBMISSION IS NOT REQUIRED)

**Failure to comply with the above stated terms and conditions may result in suspension, classification as High Risk status, termination of this award or denial of funding in the future.**
**All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.**

All responses to special terms and conditions of award and post award requests may be electronically mailed to the Grants Management Specialist and to the Program Official as identified on your Notice of Award.

**It is essential that the Grant Number be included in the SUBJECT line of the email.**

Tanvi Ajmera, Program Official
**Phone:** (240)276-0307 **Email:** Tanvi.Ajmera@samhsa.hhs.gov

Gwendolyn Simpson, Grants Specialist
**Phone:** 240-276-1408 **Email:** gwendolyn.simpson@samhsa.hhs.gov **Fax:** 240-276-1430

Substance Abuse and Mental Health Services Administration
SAMHSA
1 Choke Cherry Road • Rockville, MD 20857
www.samhsa.gov • 1-877-SAMHSA-7 (1-877-726-4727)

## STANDARD TERMS AND CONDITONS (CONTINUATIONS)

### STANDARD TERMS OF AWARD:

1) The Division of Grants Management created a Public Assistance (P) Account in the Division of Payment Management's (DPM) Payment Management System to provide a separate accounting of federal funds per SAMHSA grant. When discussing your account with the DPM's Account Representative, provide the document number identified on Page 2 of the Notice of Award under Section I - AWARD DATA, Fiscal Information.

2) As the grantee organization, you acknowledge acceptance of the grant terms and conditions by drawing down or otherwise obtaining funds from the Payment Management System. In doing so, your organization must ensure that you exercise prudent stewardship over Federal funds and that all costs are allowable, allocable and reasonable.

3) Grantees must adhere to all applicable requirements of the Fiscal Year 2012 Consolidated Appropriations Act provisions in PL 112-74 for the Department of Labor, Health and Human Services, and Education and the Department of Interior and Related Agencies and from the Consolidated and Further Continuing Appropriations Act, Fiscal Year 2012, Public Law 112-55 for the United States Department of Agriculture, and Related Agencies.

4) This grant is subject to the terms and conditions as stated in Section III (Terms and Conditions) of the NoA. Refer to the "order of precedence" that explains the laws and regulations that govern the award.

5) The grantee organization is legally and financially responsible for all aspects of this grant, including funds provided to sub-recipients.

6) The Department of Health and Human Services' (HHS), Office of General Counsel (OGC) has provided guidance on how the lobbying restrictions in the Fiscal Year 2012 Consolidated Appropriations Act (CAA, 2012) will affect HHS programs. Section 503 of the Labor, HHS, and Education Appropriation Act (Division F of the CAA, 2012) is the most comprehensive

provision focused on lobbying restrictions. Recent changes to this section may have implications for SAMHSA and its grantees. Language provided by OGC, below provides specific guidance on: agency actions; grantee lobbying; tax increases and other restrictions on legal consumer products; and clarification of Internal Revenue Code provisions.

SEC. 503. - Agency Actions

a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

Section 503(b) - Grantee and Contractor Lobbying

b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111-148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.

7) Grant funds cannot be used to supplant current funding of existing activities. Under the HHS Grants Policy Directives, 1.02 General -- Definition: Supplant is to replace funding of a recipient's existing program with funds from a Federal grant.

8) The recommended future support as indicated on the NoA reflects TOTAL costs (direct plus indirect). Funding is subject to the availability of Federal funds, and that matching funds, (if

applicable), is verifiable, progress of the grant is documented and acceptable.

9) For FY 2014, the Consolidated Appropriations Act, 2014 (Public Law 113-76) signed into law on January 17, 2014, restricts the amount of direct salary to Executive Level II of the Federal Executive Pay scale. The Executive Level II salary is $181,500 annually.

10) "Confidentiality of Alcohol and Drug Abuse Patient Records" regulations (42 CFR 2) are applicable to any information about alcohol and other drug abuse patients obtained by a "program" (42 CFR 2.11), if the program is federally assisted in any manner (42 CFR 2.12b).

Accordingly, all project patient records are confidential and may be disclosed and used only in accordance with (42 CFR 2). The grantee is responsible for assuring compliance with these regulations and principles, including responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

11) Accounting Records and Disclosure - Awardees and sub-recipients must maintain records which adequately identify the source and application of funds provided for financially assisted activities. These records must contain information pertaining to grant or subgrant awards and authorizations, obligations, unobligated balances, assets, liabilities, outlays or expenditures, and income. The awardee, and all its sub-recipients, should expect that SAMHSA, or its designee, may conduct a financial compliance audit and on-site program review of grants with significant amounts of Federal funding.

12) Per (45 CFR 74.36 and 45 CFR 92.34) and the HHS Grants Policy Statement, any copyrighted or copyrightable works developed under this cooperative agreement/grant shall be subject to a royalty-free, nonexclusive and irrevocable license to the government to reproduce, publish, or otherwise use them and to authorize others to do so for Federal Government purposes. Income earned from any copyrightable work developed under this grant must be used a program income.

13) A notice in response to the President's Welfare-to-Work Initiative was published in the Federal Register on May 16, 1997. This initiative is designed to facilitate and encourage grantees and their sub-recipients to hire welfare recipients and to provide additional needed training and/or mentoring as needed. The text of the notice is available electronically on the OMB home page at http://www.whitehouse.gov/omb/fedreg/omb-not.html .

14) Program Income accrued under the award must be accounted for in accordance with (45 CFR 74.24) or (45 CFR 92.25) as applicable. Program income must be reported on the Federal Financial Report, Standard Form 425.

Program income accrued under this award may be used in accordance with the additional costs alternative described in (45 CFR 74.24(b)(1)) or (45 CFR 92.25(g)(2)) as applicable. Program income must be used to further the grant objectives and shall only be used for

allowable costs as set forth in the applicable OMB Circulars A-102 ("Grants and Cooperative Agreements with State and Local Governments") and A-110 ("Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations").

15) Actions that require prior approval must be submitted in writing to the Grants Management Officer (GMO), SAMHSA. The request must bear the signature of an authorized business official of the grantee organization as well as the project director. Approval of the request may only be granted by the GMO and will be in writing. No other written or oral approval should be accepted and will not be binding with SAMHSA. Post Award requirements and instructions may be found at www.samhsa.gov then click on "grants", then "grants management".

16) The recipient is required to notify the Government Program Official (GPO) in writing if the Project Director (PD) or key personnel specifically named in the NoA will withdraw from the project entirely, be absent from the project during any continuous period of 3 months or more, or reduce time devoted to the project by 25 percent or more from the level that was approved at the time of award (for example, a proposed change from 40 percent effort to 30 percent or less effort). SAMHSA must approve any alternate arrangement proposed by the recipient, including any replacement of the PD or key personnel named in the NoA.

    The request for approval of a substitute PD/key person should include a justification for the change, the biographical sketch of the individual proposed, other sources of support (if applicable), and any budget changes resulting from the proposed change. If the arrangements proposed by the recipient, including the qualifications of any proposed replacement, are not acceptable to SAMHSA, the grant may be suspended or terminated. If the recipient wants to terminate the project because it cannot make suitable alternate arrangements, it must notify the GMO, in writing, of its wish to terminate, and the GMO will forward closeout instructions.

    Key staff (or key staff positions, if staff has not been selected) are listed below:

    Joe Smith, Project Director @ (i.e., 10%) level of effort

    Name, Evaluator @ unstated level of effort

    All changes in key staff including level of effort must be sent electronically to the GPO including a biographical sketch and other documentation and information as stated above who will make a recommendation for approval or disapproval to the assigned Grants Management Specialist. Only the GMO, SAMHSA may approve Key Staff Changes.

17) Refer to the NoA under Section II (Payment/Hotline Information) regarding the Payment Management System and the HHS Inspector General's Hotline concerning fraud, waste or abuse.

18) No HHS funds may be paid as profit (fees) per (45 CFR Parts 74.81 and 92.22(2)).

19) Where a conference is funded by a grant or cooperative agreement the recipient must include the following statement on all conference materials (including promotional materials, agenda, and Internet sites):

    Funding for this conference was made possible (in part) by (insert grant or cooperative agreement award number) from SAMHSA. The views expressed in written conference materials or publications and by speakers and moderators do not necessarily reflect the official policies of the Department of Health and Human Services; nor does mention of trade names, commercial practices, or organizations imply endorsement by the U.S. Government.

20) If federal funds are used by the grantee to attend a meeting, conference, etc. and meal(s) are provided as part of the program, then the per diem applied to the Federal travel costs (M&IE allowance) must be reduced by the allotted meal cost(s).

21) This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104). For the full text of the award term, go to http://samhsa.gov/grants/trafficking.aspx .

22) Grantees must comply with the requirements of the National Historical Preservation Act and EO 13287, Preserve America. The HHS Grants Policy Statement provides clarification and uniform guidance regarding preservation issues and requirements (pages I-20, "Preservation of Cultural and Historical Resources"). Questions concerning historical preservation, please contact SAMHSA's Office of Program Services, Building, Logistics and Telecommunications Branch at 240-276-1001.

23) Executive Order 13410: Promoting Quality and Efficient Health Care in Federal Government Administered or Sponsored Health Care Programs promotes efficient delivery of quality health care through the use of health information technology, transparency regarding health care quality and price, and incentives to promote the widespread adoption of health information technology and quality of care. Accordingly, all grantees that electronically exchange patient level health information to external entities where national standards exist must:

    a) Use recognized health information interoperability standards at the time of any HIT system update, acquisition, or implementation, in all relevant information technology systems supported, in whole or in part, through this agreement/contract. Please consult http://www.hhs.gov/healthit for more information, and

b) Use Electronic Health Record systems (EHRs) that are certified by agencies authorized by the Office of the National Coordinator for Health Information Technology (ONC), or that will be certified during the life of the grant. For additional information contact: Jim Kretz at 240-276-1755 or Jim.Kretz@samhsa.hhs.gov ; Kathryn Wetherby at 240-276-2899 or Kathryn.Wetherby@samhsa.hhs.gov . Questions and issues may be raised on SAMHSA's HIT Forum at http://cmhbbs.samhsa.gov/.

24) By signing the Application for Federal Assistance (SF-424) Item #21, the Authorized Representative (AR) certifies (1) to the statements contained in the list of certifications and (2) provides the required assurances and checking the "I AGREE" box provides SAMHSA with the AR's agreement of compliance. It is not necessary to submit signed copies of these documents, but should be retained for your records. Assurance and Certification pages can be located at the following link: http://www.samhsa.gov/Grants/ApplicationKit.aspx or contained within the Request for Applications (RFA).

REPORTING REQUIREMENTS:

1) Federal Financial Report (FFR) – (Standard Form 425) is required on an annual basis and must be submitted no later than 90 days after the end of the budget period.

   a) SINGLE GRANT REPORTING IS REQUIRED FOR EACH SAMHSA PROJECT AS STATED ON THE FFR (#10 d-o). Do not include any amount in Line 10f that has been reported in Line 10e. If applicable, include the required match on this form under Recipient Share (#10 i-k) and Program Income (l-o) in order for SAMHSA to determine whether matching is being provided and the rate of expenditure is appropriate. Adjustments to the award amount, if necessary, will be made if the grantee fails to meet the match.

   b) The FFR must be prepared on a cumulative basis and all program income must be reported.

   c) If your organization intends to automatically carryover an unobligated balance of funds from the prior year(s) up to 10 percent of the federal share as reflected in the current Notice of Award, it must be stated in the Remarks section (#12) of the FFR. The subsequent FFR must reflect the actual carryover amount in the Remarks section (#12) also. If the actual carryover amount exceeds the 10 percent threshold, the excess grant funds must be returned. SAMHSA reserves the right to change and/or suspend the practice of permitting grantees to automatically carryover unobligated balances of funds without prior approval.

   d) When submitting the FFR to SAMHSA, the amounts reported under Transactions (#10 a-c) to the (DPM), must equal or be reconciled with the Federal Expenditures and Unobligated Balance reported in (#10d-h). The FFR may be accessed from the following website at http://www.whitehouse.gov/omb/grants_forms including instructions. The

data can be entered directly on the form and the system will calculate the figures, then it can be printed and mailed to this office.

2) Submission of a Programmatic (annual, semi-annual or quarterly) Report is due no later than the dates (i.e., January 1, 2014, January 1, 2015, etc.) as follows:

1st Report - , XXXX
2nd Report - , XXXX
3rd Report - , XXXX
4th Report - ; XXXX

3) The grantee must comply with the GPRA requirements that include the collection and periodic reporting of performance data as specified in the RFA or by the Program Official. This information is needed in order to comply with PL 102-62 which requires that SAMHSA report evaluation data to ensure the effectiveness and efficiency of its programs.

4) Audit requirements for Federal award recipients are detailed at http://www.whitehouse.gov/sites/default/files/omb/assets/a133/a133_revised_2007.pdf. Specifically, non-Federal entities that expend a total of $500,000 or more in Federal awards, during each Fiscal Year, are required to have an audit completed in accordance with OMB Circular A-133. The Circular defines Federal awards as Federal financial assistance (grants) and Federal cost-reimbursement (contracts) received both directly from a Federal awarding agency as well as indirectly from a pass-through entity and requires entities submit, to the Federal Audit Clearinghouse (FAC), a completed Data Collection Form (SF-SAC) along with the Audit Report, within the earlier of 30 days after receipt of the report or 9 months after the fiscal year end.

The Data Collection Forms and Audit Reports MUST be submitted to the FAC electronically at http://harvester.census.gov/fac/collect/ddeindex.html . For questions and information concerning the submission process, please visit http://harvester.census.gov/sac/ or call the FAC 1-800-253-0696.

**Failure to comply with the above stated terms and conditions may result in suspension, classification as High Risk status, termination of this award or denial of funding in the future.**

**All previous terms and conditions remain in effect until specifically approved and removed by the Grants Management Officer.**

All responses to special terms and conditions of award and postaward requests must be electronically mailed to the Division of Grants Management Specialist and to the Government Program Official as identified on your Notice of Award.

**It is essential that the Grant Number be included in the SUBJECT line of the email.**

**Abstract.** The City of San Antonio and its partners seek to *expand an existing system of care* to *further improve behavioral health outcomes* for children and youth. The original collaboration began in 2006 when public providers integrated their resources to better assist multi-system involved children and youth. This critical effort will continue and will be expanded to include *more partners* and *more points of intercept* to enable *more children and youth* to be served.

**Project Name:** Bexar CARES. **Population to be served**: Children (1-18) with serious emotional disturbances and their families. **Strategies and Interventions**: Bexar CARES will address deficiencies and create a framework for expansion in nine critical areas: 1) streamlining and strengthening the governance structure; 2) integrating and better utilizing the resources of local non-profits; 3) improving data collection and analysis to inform decision making; 4) addressing the needs of military families; 5) enabling earlier intervention by adding new intercept points in pre-school programs; 6) fostering continuity of approach in school-community-home to improve school readiness and academic performance, 7) establishing a focal point for access and coordination, 8) filling service gaps, and 9) building out new workforce development pathways for persons with lived experience. **Goal**: To expand Bexar County's system of care for children with serious emotional disturbance, helping more children, enabling earlier identification of children, incorporating new partners and approaches and ensuring continuous quality improvement. **Objectives**: A. Ensure Bexar CARES is family and youth guided in management, services and advocacy. B. Improve service depth and accessibility. C. Strengthen organizational and collaborative structures. D. Increase awareness of and community commitment to children's mental health. **Outcomes**: 1. 90% of families express satisfaction with Bexar CARES. 2. 65% of families are engaged in active services for 12 months or longer. 3. 15% of adult caregivers become peer mentors, trainers, behavioral health aides or family partners. 4. 5% of families have one or more parent who is active duty military. 5. 75% of participating children demonstrate improvements in academic performance within six months. 6. 85% of children with an active child welfare case do not progress further in supervision. 7. 65% reduction in crisis episodes and/or hospitalizations for participating children. 7. 50% reduction in cost of care. 8. 100% of Bexar CARES collaborators sign an organizing, detailed MOU outlining service commitments, in-kind and matching contributions and/or funds to be blended or braided. 9. Councils meet monthly or quarterly and attendance is 85% or higher. 10. At least eight new non-profit partners are added. 11. Sufficient new funding is obtained to ensure Bexar CARES continues in operation. 12. Bexar CARES' uses advocates and social media to share data, publicize events and build awareness.

**Number to be served.** 250 per year, 1,000 across a four-year project period.

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**SF424A uploaded separately**

**Introduction.** The City of San Antonio and its partners -- the Texas Federation of Families for Children's Mental Health, Alamo Area Youth MOVE, the Center for Health Care Services, the United Way of San Antonio and Bexar County, Voices for Children of San Antonio, and the Casey Family Program -- seek to *expand the existing system of care in Bexar County* to *further improve behavioral health outcomes* for children and youth with serious emotional disturbances and their families. The original collaboration, known as Bexar CARES, began in 2006 among public providers (child welfare, juvenile justice, education and mental health) working to integrate resources and better address the needs of multi-system involved children and youth. This critical effort will continue and will be expanded to include *more partners* and *more points of intercept*, which will enable *more children and youth* to be served. The existing Bexar CARES' strategic plan will guide project expansion in seven critical areas: 1) streamlining and strengthening the governance structure; 2) integrating the resources of local non-profits; 3) improving data collection and analysis to inform decision making; 4) addressing the needs of military families; 5) enabling earlier intervention by adding new intercept points in pre-school programs; 6) fostering continuity of care in school, community and home settings, and 7) enabling workforce development opportunities for persons with lived experience.

**Section A: Statement of Readiness/Evidence of Strategic Planning.** Catchment area and service population. Bexar CARES serves San Antonio/Bexar County, a diverse urban area of 1,785,704 million residents[i] within 1,256.1 square miles[ii], an area larger than Rhode Island and much more densely populated (1,383.08 residents per square mile). Hispanics, primarily Mexican Americans, comprise the majority at 59.1%, followed by Anglos (29.8%) and African Americans (8.1%). More than one-quarter (26.5% or 473,211) of the population is under 18[iii]. Bexar County is accurately characterized as a community of contradictions. Abundant multi-cultural influences, low cost of living, muted impact from the national economic downturn and rapidly expanding high tech, manufacturing and health care employment sectors make this one of the ten fastest growing areas in the nation (2000-2010[iv]), and stimulated a 10.6% increase in average wages[v] (2007-2011). Yet the poverty rate has stood firm at 15.8% for a number of years, often correlated with low levels of adult education (20% have not graduated from high school). The effects for children are particularly profound: Bexar County's child poverty rate is 27.6%, 6.2% higher than the Texas average and 20% higher than the U.S. average[vi]. And despite an aggressive campaign to enroll low-income children and families in Medicaid, CHIP and new opportunities of the Affordable Care Act, more than one in seven (13.6%[vii]) remain uninsured, diminishing access to preventive care and jeopardizing healthy growth and development.

Economic insufficiency often triggers a cascade of inter-related problems, including family instability, substance abuse, domestic violence, poor mental health, and child abuse and neglect. A 2011 study found that, among families involved with the child welfare system, 60% of the caregivers actively abused alcohol or drugs, domestic violence was reported in 46% and 42% included an adult with a serious mental health issue[viii]. In Bexar County, where the root problem of economic insufficiency is especially high, the correlates are similarly elevated, especially

child abuse and neglect, where the local rate (13.0 per 1,000 children) has risen 44.4% since 2000[ix] and is *42.5% higher than Texas' rate*. While the long-term effects of child abuse and persistent trauma accrue in multiple domains, the impact on children's mental health is especially acute: a 2006 study[x] strongly validated increases in child depression and antisocial behavior.

The burgeoning growth of children with behavioral health problems has had major ramifications for public education. For example, Bexar County has 17 public school systems, 455 school campuses and 329,043 public school students and the Texas Education Agency reports that 6.4% of these students (21,059) are receiving special education services because of a diagnosed emotional disturbance[xi]. As a group, Texas' special education students lag well behind their peers in academic achievement, including lower than average graduation rates (76.7% vs. 85.9% for all students)[xii], and only 20.5% of Texas' schools met academic Annual Yearly Performance requirements for special education students[xiii]. This is particularly troubling for all students in special education but especially those who could be educated in regular classrooms but are not because of a dearth of teachers trained in Positive Behavior Intervention and Supports (PBIS).

While schools, families and service systems all have roles to play in addressing children's mental health, cultural variables are equally important. For example, Bexar County Hispanics have lower educational achievement and higher rates of poverty, addiction and child maltreatment, causing Hispanic children to be over-represented among children needing mental health care. However, cultural influences can restrict care utilization: a 2001 Surgeon General's report[xiv] found that Hispanics underuse mental health services and delay seeking treatment, worsening illness and increasing the need for involuntary services. And while the report also states that rates of mental disorders are similar across racial/ethnic groups, Hispanics were found to experience exacerbating disparities that restricted access to care, including, racism, discrimination, violence and poverty. Because this dynamic plays out against the backdrop of rapid population growth (America's 53M Hispanics have a year over year growth rate of 2.2%, 69% higher than Anglos or African Americans[xv]), proven, culturally competent responses are needed now and will have wide scale relevance in the near term for the eight states (California, Texas, Florida, New York, Illinois, Arizona, New Jersey, and Colorado) with a current Hispanic population of over 1M and ten additional states (Alabama, South Carolina, Tennessee, Kentucky, South Dakota, Arkansas, North Caroline, Mississippi, Maryland, and Georgia) with the fastest growing Hispanic population (103-158% increases from 2000 to 2011)[xvi].

Enhanced infrastructure. Two sources recently assessed children's mental health in Bexar County and each described a large population group with significant needs. *I. The State of Children's Mental Health in Bexar County, 2013*[xvii] applied national prevalence rates to the local population to find that 80,000 Bexar County children age 0-17 suffer from one or more mental, emotional or behavioral disorders. A review of local service capacity indicates only 20% of the children who need treatment receive it. *II. Bexar County Community Plan 2010-12 (Criminal Justice)*[xviii] used data from the Texas Department of Health and Human Services to show there are an estimated 47,824 children/youth in Bexar County diagnosed with schizophrenia, major depression, bipolar disorder, anxiety, lifetime dysthymia, phobias and/or other impairments. An additional 81,058 children/youth have been identified as being at risk of having a significant impairment due to a mental disorder[xix]. In the absence of a durable, integrated system of care, these children often exhibit behavioral issues that are likely to bring them into contact with school disciplinary processes and the juvenile justice system. The State of Texas requires that all

children referred to juvenile probation are administered the Massachusetts Youth Screening Instrument v.2 (MAYSI-2) to identify mental health problems and assess severity. In 2010, Bexar County Juvenile Probation completed a MAYSI-2 assessment on 8,145 children and youth; 65% met the Caution or Warning criteria in at least one subscale and 25% exhibited symptom severity warranting a full clinical assessment. The Plan identified service gaps that must be filled if Bexar County is to reduce the number of children who enter the juvenile justice system with unmet mental health needs, including: earlier identification; more services for uninsured families; and trauma-informed services for young victims of violence. The access and utilization issues described in these two reports have persisted in Bexar County for more than a decade. A 2003 study compared the diagnosed mental health problems of local children with the total capacity of public and private providers and estimated that only 20% of Bexar County children with significant mental disorders received care, the second lowest level in the state[xx]. The picture was even bleaker for children who were dependent upon public systems: only 13% received the treatment they needed. The Center for Health Care Services (CHCS, the Local Mental Health Authority) has enacted multiple program efficiencies in an effort to stretch state appropriations for children's mental health and serve more of the most vulnerable – Texas funds services to 466 children per month but CHCS cares for over 600 – yet the gap between need and assistance continues to grow. The dual threats of resource insufficiency in the public systems and poorly aligned, uncoordinated services in the private sector are causal.

The data and findings from all these reports are fully consistent with the *Children and Youth Behavioral Health Needs Assessment* produced by CHCS in 2008 as part of Bexar CARES' on-going strategic planning process. Three key points from the Assessment framed Bexar CARES' development and expansion. *I. The criticality of points of intersect.* The highest risk populations have the highest problem incidence and today, as many as 45,000 Bexar County children and youth are involved with multiple public (law enforcement, schools, local mental health authority, child welfare) and private (counseling, pre-school, diversion programs) providers who do not share information or jointly plan and integrate services. Points of intersect and opportunities for early intervention are going unrecognized. Also, scattered, fragmented services hinder early identification, access and continuity of care and in the absence of an overarching structure, there is no organized support for information sharing and service coordination. *II. Lots of options but no path forward.* The study **did not** find the expected resource dearth. Instead, coordination and access issues were far greater problems. Families, caregivers and providers expressed frustration at not being able to easily locate existing resources. And when resources were identified, many caregivers felt inadequately prepared to sort through a myriad of providers and modalities. "Single points of entry" were strongly recommended as strategies for remedying access, coordination and service selection issues in a cost effective manner. *III. Caregivers must be their children's natural case managers and active in treatment decision-making.* Training, peer support and an active role in Bexar CARES' governance were recommended as affordable means of helping families become and remain meaningfully involved in their children's care.

Insufficient funding has restricted Bexar CARE's ability to *fully respond* to these findings. Yet the partners have blended and braided existing funding to organize a high functioning system of care that coordinates resources among key public systems (child welfare, juvenile justice, mental health, one public school district). The target population consists of children with severe, unmet mental health needs who are at risk of being removed from their families and sinking deeper into child welfare, alternative schools and juvenile justice systems. Regularly scheduled Family Team

Meetings are used to assess problems, recommend interventions, coordinate care from all sources and monitor progress over time. The exceptional commitment of the families and the partners has produced major outcomes related to earlier identification of problems, rapid connection to care, integration and coordination of resources, improved parent follow through, and reduced rates of escalation, i.e., children being removed from their homes and placed in alternative care or incarcerated. A major factor in Bexar CARE's success has been a high level of cultural competence resulting from aggressive training and the assignment of staff with superior skills and lived experience, e.g., Family Partners are employed to serve as peer navigators and mentors to keep families connected to and engaged in services. A total of 67 families and 163 children have participated with a return on investment that ranges from $6,000 to $8,000 per family[1].

Although Bexar CARES can remain operational using only the partners' pooled resources, its limited scope and insufficient capacity precludes desperately needed growth. To address existing restrictions and disparities and improve children's mental health care in Bexar County, an expanded system of care is essential. Bexar CARES proposes to meet this challenge by: (1) Organizing a three-tiered governance structure. See Section B for details. (2) Integrating and better utilizing existing non-profits to offer community-based counseling, family support and transition services for older youth, and to expand intercept points for very young children (additional school districts and/or campuses, PreK4SA, Head Start and Early Childhood Intervention) to enable early identification, assessment and intervention. (3) Creating a uniform process for assessing and delivering services to children with serious emotional disturbance within school settings -- e.g., allowing community-based supports into schools to enhance access and utilization, increasing availability of PBIS by trained teachers -- to reduce crises, limit out of class time, reduce enrollment in special education, ensure consistency between schools, homes and providers, and improve student academic achievement. (4) Establishing a *Triage and Liaison Office.* See Section B for details. (5) Establishing a *Data Collection and Reporting Office.* See Section B for details. (6) Addressing the needs of military families, a largely underserved subpopulation, by increasing awareness of their eligibility for system of care services and working with staff at four local military installations to encourage family use of these critical supports. See Section B for details. (7) Expanding system of care resources in correspondence to demonstrated gaps in care, e.g., assignment of behavioral health aids, new therapy modalities, respite and crisis services. (8) Promoting outcomes and fostering a culture of advocacy among the system of care collaborators to bolster public and private support for sustaining the effort.

Bexar CARES has accomplished much with minimal external funding. A 2011 independent evaluation[xxi] noted local strengths in the areas of collaborative action, access improvements, accountability and sustainability, family voice, adoption of shared mission, cultural and linguistic responsiveness, and peer support. Bexar CARES also has prioritized development of a child and family driven system of care, electing to employ a cadre of *Family Partners* (caregivers with lived experience and training) to help families navigate service systems, and to promote awareness and expedite service access and follow through by families. These strong commitments, without compensation, indicate that Bexar CARES' will be able to efficiently and effectively serve more children and add new resources.

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[1] Estimates were based on the difference in average cost per child per expenditure in an alternative school ($11,000) versus a traditional school ($5,000). In addition, the estimate includes the loss of income for a working poor family due to parent involvement with child welfare system ($19/hr x 48 hrs = $912).

Evidence of strategic planning. An evolving Strategic Plan directed Bexar CARES' planning and implementation for Children's Mental Health Services (Attachment 6). The latest iteration, updated in February 2014, features input from families, youth, public stakeholders and private non-profits and prioritizes four objectives for 2014-16, each of which are reflected in this proposal's goals and objectives (see Section B). Strategic planning has been a primary goal of Bexar CARES since 2010 when three multi-day sessions were completed and precursors to the project's current objectives were developed. All objectives, including those in the 2014-16 Plan, were developed for their capacity to stimulate one or more of the following critical outcomes: recovery-oriented interventions at the earliest point; reductions in crisis episodes and/or hospitalizations; increased school attendance and improved academic performance; improved family functioning and satisfaction; increased caregiver empowerment; reduction in cost of service to enable service provision to more children; cultural competence; and, sustainability. By following the Strategic Plan, the Bexar CARES collaborators have improved coordination among public systems (schools, mental health, child welfare) with shared clients, consistently shared information and resources, and eliminated the need for highly stressed, often frightened families to juggle the mandates and requirements of multiple systems. The results have included steadily improving outcomes for children served and parents who are more willing to access and maximize services. These experiences also have signaled the need for a tighter governance structure, more consistent involvement of private non-profits, a consistent guiding voice for families, closer alignment of in-home and in-school methods, and inclusion of military families. The Bexar CARES families and collaborators also are advising statewide planning by the Texas Health and Human Service Commission as active participants in the Commission's development of a long-range plan to expand systems of care statewide. The plan addresses critical elements such as strengthening service delivery (correcting access and workforce issues), increasing family and youth voice, and improving service to Texas' culturally diverse population. The Bexar CARES is helping to scale proven methods and close gaps across the state.

Another, upcoming focus for Bexar CARES will be coordinating the children's mental health system of care with San Antonio's emerging Recovery Oriented System of Care (ROSC) for adults with addiction and/or mental illness. The ROSC framework builds on the strengths and resilience of individuals, families and communities to take responsibility for their sustained health, wellness, and recovery from substance abuse and related behavioral health problems. The local ROSC and Bexar CARES will work to create a coordinated response to the previously referenced overlap between parental substance abuse, child maltreatment and deteriorating children's mental health. CHCS is the driver of the ROSC and a key collaborator in Bexar CARES, which will support effective and appropriate alignment of these initiatives. A similar SAMHSA-funded initiative in Michigan proved that systems serving adults and children can quickly identify points of intersection and opportunities for impact through coordination[xxii].

**Section B: Proposed Approach and Implementation.** Purpose, goals and objectives. After years of continuous planning, the Bexar CARES partners have constructed a deep, sustainable system of care with the proven ability to improve quality of life and outcomes for a well-defined target population of children (1-18) with serious emotional disturbances and their families. The partners were led in this endeavor by the following:

**Vision** Youth are valued and their assets fostered so they might have the opportunity to achieve their full potential and play a meaningful, productive role in our community.

**Mission** Weave together the child and family assets, resources and services essential to a comprehensive, child and youth-focused, family-driven, culturally and linguistically competent system of care with the capacity to rapidly and efficiently address the needs of youth with serious emotional disturbances and their families.

This solid foundation helped Bexar CARES identify and develop responses to systemic inadequacies and will enable the Bexar CARES expansion to provide more and better care for more children: up to 250 per year or 1,000 across the grant period, a 70% increase over current service levels. Because Bexar CARES is operational, services to children and families will occur throughout all 48 months of the grant period.

| Table B: Bexar CARES Expansion Project Goal and Objectives, 2014-2018 | |
|---|---|
| **GOAL** | **To expand Bexar County's system of care for children with serious emotional disturbance, helping more children, enabling earlier identification of children, incorporating new partners and approaches and ensuring continuous quality improvement.** |
| **Objective A** | **Ensure Bexar CARES is family and youth guided in management, services and advocacy.** |
| Strategy A.1 | Appoint at least two family representatives to actively participate in Bexar CARES ad hoc CQI Work Groups to provide relevant, immediate feedback regarding system performance. |
| Strategy A.2 | Appoint at least two family representatives to interview panels for all top staff positions. |
| Strategy A.3 | Build and compensate a cadre of 20 family members and youth available to train stakeholders and providers, including caregivers and youth, in the availability and effective use of Bexar CARES. |
| Strategy A.4 | Build advocacy skills among families by training 20 or more adults and youth to inform local, state and national policymakers about system of care efficacy. |
| Strategy A.5 | Establish a longitudinal family engagement model that offers a well-defined, compensated pathway – Peer Mentor to Trainer to Behavioral Health Aide to Family Partner – for family involvement. |
| Outcomes | 1. 90% of families express satisfaction with Bexar CARES. 2. 65% of families are engaged in active services for 12 months or longer. 3. 15% of adult caregivers become peer mentors, trainers, behavioral health aides or family partners. 4. 15 adults with lived experience complete training and become a Behavioral Health Aide. |
| **Objective B** | **Improve service depth and accessibility.** |
| Strategy B.1 | Create formal linkages to and incorporate the resources of up to 8 new private non-profit providers offering high quality, relevant services to Bexar CARES' target population. |
| Strategy B.2 | Establish and equip new early intercept points {e.g., the City of San Antonio's pre-school programs (PreK4SA, Head Start), CHCS's Early Childhood Intervention program, local school districts' pre-school programs} where 3-5 year olds with suspected mental health problems can be identified, screened and referred for assessment and treatment planning, in support of lifetime recovery. |
| Strategy B.3 | Work with 17 local school districts to build an in-school response to children's mental health needs that is compatible with home and provider approaches, takes full advantage of community resources, and focuses on improving academic outcomes and participation in regular classroom settings by increasing the number of teachers trained in PBIS. |
| Strategy B.3 | Establish a Children's Mental Health Campus that features clustered services, increases access and follow through and guides transition to community-based and continuity care. |
| Strategy B.4 | Create easily accessed, organized pathways to and through coordinated public and private services with clearly delineated points of entry and exit and abundant, diverse service opportunities. |
| Strategy B.5 | Expand the value of shared experiences by increasing group support services for caregivers segmented by primary interests, e.g., grandparents, parents involved with child welfare system, etc. |

| | |
|---|---|
| Strategy B.6 | Improve knowledge and utilization of the expanded system of care by military families by engaging military liaisons in Bexar CARES governance structure, identifying points of entry for military families, assessing system capacity to address the unique needs of military families and filling service gaps to enable their full participation and benefit. |
| Strategy B.7 | Expand CQI processes, monitoring training and service delivery of each partner to ensure utilization of evidence-based practices, especially trauma-focused care, and cultural and linguistic competence. |
| Strategy B.8 | Introduce new programs and services in correspondence to demonstrated gaps in care in the Strategic Plan, i.e., new therapy modalities and respite and crisis services. |
| Outcomes | 1. 90% of families express satisfaction with Bexar CARES. 2. 65% of families are engaged in active services for 12 months or longer. 3. 5% of families have one or more parent who is active duty military. 4. 75% of participating children demonstrate improvements in academic performance within six months. 5. 85% of children with an active child welfare case do not progress further in supervision. 6. 65% reduction in crisis episodes and/or hospitalizations for participating children, baseline year of 2014 vs. fourth year of service, 2018. 7. 50% reduction in cost of care (using previously cited methodology), baseline year of 2014 vs. fourth year of service, 2018. 8. 100% of Bexar CARES collaborators sign an organizing, detailed MOU outlining service commitments, in-kind and matching contributions and/or funds to be blended or braided. |
| **Objective C** | **Strengthen organizational and collaborative structures.** |
| Strategy C.1 | Delegate specific governance responsibilities to the Executive, Governance and Family Councils. |
| Strategy C.2 | Monitor cultural relevance and sensitivity on the part of providers and staff, framed by the Culturally and Linguistically Appropriate Services (CLAS) Standards when appropriate, e.g., comparing cultural competency training by providers to family satisfaction. |
| Strategy C.3 | Strengthen data collection and management to enable continuous monitoring of resources, utilization and effectiveness; deepen application of a public health approach to service delivery; troubleshoot system issues; and enable the Executive Council to make data-informed decisions. |
| Strategy C.4 | Add new non-profit partners to the Bexar CARES Memorandum of Understanding, which covers data sharing requirements and methods, confidentiality, consent procedures, resource allocations (human and funding), training and cross-training requirements, and technology requirements. |
| Strategy C.5 | Expand existing sustainability efforts by building awareness among and engaging a wider range of private funders from around the community, state and nation and advocating for public funding. |
| Outcomes | 1. Executive and Governance Councils meet monthly and Family Council meets quarterly; attendance at all meetings is 85% or higher. 2. Family satisfaction remains at or above 90%, signaling an acceptable level of cultural and linguistic competence. 3. At least eight new non-profit partners are added to the system of care. 4. All service related outcomes are achieved or exceeded. 5. Sufficient new funding is obtained to ensure Bexar CARES continues in operation. |
| **Objective D** | **Increase awareness of and community commitment to children's mental health.** |
| Strategy D.1 | Train 20 families in becoming effective advocates with stakeholders, policymakers and legislators. |
| Strategy D.2 | Employ a coordinated social marketing campaign to deepen public knowledge of children's mental health needs, Bexar CARES' resources and the hope for recovery. |
| Outcomes | Bexar CARES' uses advocates and social media (Twitter, Facebook, Instagram) to share data, publicize events and build awareness with 1,000 users per day. |

How achievement of goals will increase system capacity. For the past five years, Bexar CARES has focused primarily on improving coordination among public systems on behalf of shared clients. Without new funding, the partners blended staff and services and created processes for early and uniform screening, expedited referral and intervention and multi-systemic coordination. An evaluation[xxiii] showed the approach improved outcomes for participating

children, including a 24.3% improvement on the Pediatric Symptom Checklist from intake to follow-up, and virtually eliminated the need for families to juggle the mandates and requirements of multiple systems. The Bexar CARES expansion will build off of these successes as follows.

| Table C: Building Bexar CARES Capacity |
|---|
| **Issue:** Bexar County has been challenged by a disturbing paradox: children and youth with significant mental health needs are woefully underserved yet by national standards, ours is a resource rich community. **Expanded Bexar CARES Response:** *Organize available, high quality resources (both public and private) along a logical, easily accessed, widely understood and family-friendly service trajectory that begins at and is managed within the Children's Mental Health Campus.* |
| **Issue:** The City of San Antonio and local school districts have methodically constructed one of the nation's largest pre-school education networks for low-income children. While these resources are producing demonstrable improvement in school readiness, the opportunity for the early identification of and intervention with children with SED was not built into the original design. **Expanded Bexar CARES Response:** *Add new points of intersect with pre-school programs (PreK4SA, Head Start, Early Childhood Intervention); train early care providers to effectively screen and refer young children with suspected mental health problems, a proven strategy for limiting illness severity; train early care providers and more classroom teachers in the use of PBIS to create continuity with elementary school practices; and, establish a designated point of entry at the new Children's Mental Health Campus to ensure expedient connection to the support needed for recovery.* |
| **Issue:** While the existing Bexar CARES collaboration has successfully served multi-system involved children and their families, there is great need for the extension of the approach to families not under the supervision of child welfare or juvenile probation, including active duty military families. **Expanded Bexar CARES Response:** *Build relationships with on-base programs to help identify military families in need and direct them to civilian resources; include non-profits and private providers to deepen the pool of available, affordable, accessible care.* |

Bexar CARES' capacity to efficiently expand and realize this level of change is enhanced by multiple assets, including: strong families with significant natural supports; actively involved children, youth and families making choices in service selection; committed public and private partners; stakeholder willingness to blend and braid funding to meet critical service demands; uniform referral processes and information exchanges to yield faster identification and integrated service delivery; uniform screening to facilitate early intervention and treatment from multiple partners (replicable and scalable to include new intercept points and new providers); and use of a public health approach to assist children to recover and reclaim their positive mental health by identifying disorders early, reducing symptoms, and limiting disability and complications.

Project activities. Bexar CARES currently provides most of SAMHSA's system of care required services. *Those not currently available will be initiated in the first three months of the project period.* Additionally, the expansion project includes the infrastructure enhancements required to increase the number of children served from 150 to 250 per year and engage military families. Table D differentiates currently available services that will continue during the expansion project (Avail.) versus services to be introduced (TBI) as part of the expansion project. The Bexar CARES Strategic Plan (Attachment 6) contains service definitions and methodologies.

| Table D: Bexar CARES Existing and New Service Components and Collaborative Features | | | |
|---|---|---|---|
| **System of Care Component** | **Partner** | **Avail.** | **TBI** |
| Diagnostic and evaluation services | CHCS | | |

| | | | |
|---|---|---|---|
| Wraparound/Case Management | CHCS | | |
| Individualized service planning by families and a multi-disciplinary team | CHCS | | |
| Outpatient services, individual, group and family counseling, medication management | CHCS, Non-profits | | |
| 24/7 emergency services (including crisis stabilization unit) | CHCS | | |
| Intensive home-based services | Non-profits | | |
| Intensive day treatment services | Non-profits | | |
| Respite care (unit to be added in tandem with crisis stabilization unit) | CHCS | | |
| Therapeutic foster care | CHCS | | |
| Transition from child to adult services | CHCS, Non-profits | | |
| Outreach | All Partners | | |
| Leadership for family and youth involvement and maintenance of a family-driven, youth-guided framework | Fed. Families, Youth MOVE | | |
| Leadership for cultural competency | CHCS | | |
| Integration with and availability of substance abuse treatment | CHCS | | |
| Data management, collecting and reporting outcome achievement | City | | |
| Trauma focused care | All Partners | | |
| Social marketing to promote inclusion, partnerships and values | Gov. Co. | | |
| Collaboration among public and private providers | Gov. Co. | | |
| Coordination with block grants and other funding streams | City, CHCS | | |
| Collaboration with substance abuse, wellness promotion and illness prevention (public health approach) | Gov. Co. | | |
| Sustainable training and technical assistance | Gov. Co. | | |
| Development of a strategic sustainability plan | Councils | | |
| Connections and contributions to statewide efforts to increase the adoption of systems of care | Councils | | |

| | | | |
|---|---|---|---|
| Establishment of policy, administrative and regulatory structures to support ongoing system of care implementation | Councils | | |

Bexar CARES' goal of helping more children, enabling earlier identification of children in need, incorporating new partners and approaches, and ensuring continuous quality will be achieved through the following work plan. (Referenced "Quarters" are for Year 1.)

a) *Build early identification and intercept points with the local continuum of early care providers (PreK4SA, Head Start, Early Childhood Intervention and public school districts*). Because the City of San Antonio is the convening entity for PreK4SA, a major Head Start provider and leader of the local Head Start consortium, the City also is in an excellent position to build durable connections between early care programs and the system of care primary point of entry (CHCS's Children's Mental Health Campus). City and CHCS staff will complete a planning process in Quarter 1 and the identification/screening and referral system developed will be rapidly implemented thereafter (also in Quarter 1). Bexar CARES currently has the capacity to serve younger children but the volume of referrals is expected to greatly increase once this bridge is built; therefore, system partners will have access (Quarter 1) to a pool of dedicated SAMHSA funds to enable them to *quickly hire or contract with new staff*, obviating the need for service waiting lists, which diminish family commitment to obtaining care. As Medicaid, CHIP and private insurance reimbursements are obtained (Quarter 3), start-up funds will be withdrawn. b*) Complete a one year planning process with all 17 local school districts designed to improve access to and consistency of care and academic performance in school-aged children and youth served by Bexar CARES.* The Executive Council will appoint a task force of education and mental health professionals and family members to determine how children with mental health needs could be better served within the confines of the education system. This will include an examination of: the ways in which schools react to students in crisis; the appropriateness of placing all children with serious emotional disturbances in special education; training needs of teachers and counselors to widely implement PBIS (a key means of keeping students in regular classrooms); mechanisms for importing community-based mental health care into schools to increase access and utilization; and, achieving consistency between school-home-provider responses to children's needs. c) *Increase the involvement of military families among system of care beneficiaries*. Traditionally, the military has followed a "support your own" mentality in the provision of behavioral health services, with military families rarely referred to civilian programs. But protracted wars in Iraq and Afghanistan have taken a major toll on service members' families -- their children were recently found to be at higher risk of emotional, social and behavioral problems[xxiv] -- and have over-whelmed on-base supports. Bexar CARES is uniquely qualified to help close this gap; therefore, the Executive Council, assisted by the City of San Antonio's strong relationship with military leaders, will immediately reach out to the Family Life Center at Joint Base San Antonio at Fort Sam Houston to begin the process of educating military personnel about the system of care, its resources and value, and creating processes for referring and serving military-dependent children and their families. Bexar CARES will serve the first military family in Quarter 2. Growth in military referrals and utilization is expected to be slow, i.e., only 5% of participating families will be military. It is important to note that Fort Sam Houston (also known as Joint Base San Antonio) is headquarters of the U.S. 5th Army and supports the national defense missions of 65 tenant commands and worldwide, hemispheric, and regional missions. Therefore, successfully integrating civilian services for military families in Bexar County, represents a scalable approach across all service branches. d) *Add private*

*providers to the mix.* Moving from a system of care serving children and families involved with public systems to one serving any child with serious emotional disturbance will require significant expansion of available services. In this regard, we are fortunate to live in Bexar County, where there is an abundance of high quality providers offering family-guided, youth-driven, culturally relevant, evidenced based practices for children and families. The City of San Antonio and CHCS have identified non-profits that would be highly valued additions to Bexar CARES and would enable the system to expand the number of children served. The first to be added (Quarter 1) are the Casey Family Program (wraparound care and home-based services), the United Way (outreach, family engagement strategies) and Voices for Children of San Antonio (family advocacy). Each is well known and respected in the community and has a large circle of influence, creating additional points of intersect for the system of care. After these new resources have been fully incorporated in Bexar CARES, the Governance Council will evaluate overall capacity (Quarter 3) to determine if new or emerging gaps exist and if the partners can serve the projected number of children and families. The Governance Council may recommend additional services or providers to the Executive Council for inclusion in Years 2-4. e) *Establish a focal point for access and coordination.* In Quarter 1, CHCS, Bexar CARES' primary provider of diagnostic, outpatient, home-based, day treatment and therapeutic foster care services, will open a new Children's Mental Health Campus to enable systems, providers and families to easily access single site care for children and adolescents (0 to 17 years old) with a serious emotional disturbance and/or developmental delays. Services will include: comprehensive treatment planning, wraparound care, outpatient interventions, coordination among participating systems and providers, substance abuse counseling, recreational therapy, connection to in-home services (occupational therapy, physical therapy, nutritional counseling, medication education, in-home nursing care), therapeutic foster care, and diversion services for youth involved with the juvenile justice system. Families visiting the Campus can obtain information about their children's mental health and available treatment options. Older youth will engage in organized peer activities and community service projects, a new opportunity for most. Caregivers will attend regularly scheduled training classes in becoming an effective advocate for their children. System and provider staff will be invited to specialized professional development opportunities regarding children's mental health and evidence-based practices. An on-site model classroom and learning lab will assist children with the transition to school environments and will support their academic achievement. On-site representatives from child-serving systems, i.e., schools, juvenile probation, child protective services, Medicaid, sexual abuse services, and key non-profit partners, will foster continuous coordination, team planning and information sharing. And CHSC's Family Partners will be on-campus, offering their lived experience and peer support and modeling the critical nature of family involvement for providers and systems. **{NOTE: The Children's Mental Health Campus will be located at 227 W. Drexel, within the City of San Antonio's Promise Zone. As such, this application is eligible for bonus points per an agreement between the U.S. Departments of HUD, HHS and Justice.}** f) *Fill known service gaps.* Bexar CARES will be enhanced with the addition of two critical, currently unavailable resources: crisis and respite care and behavioral health aides assignable to families struggling to manage their children's symptoms and needs. The Children's Mental Health Campus will include a 16-bed residential crisis and respite center (eight beds for children in crisis and eight for children whose families require a brief respite from delivering care). The availability of this new resource will enable children to reach and maintain their highest level of functioning while minimizing further crisis and hospitalization. Children in the crisis service component will

receive comprehensive psychiatric assessment and treatment as needed to restore stability as well as residential care, e.g., meals, nursing care, etc. Children in respite care will receive residential care and psychiatric treatment and support as needed. A primary care physician will conduct routine diagnostic work ups and check for developmental disabilities or other co-occurring conditions. When developmental disabilities are diagnosed, the child will be connected to CHCS's Early Childhood Intervention program. It is anticipated that many children served by the crisis and respite center will be Bexar CARES participants; however, should a child not be enrolled in Bexar CARES, the family will be notified of this critical resource and encouraged to enroll their child. If Bexar CARES is serving more than 250 children, family needs will be prioritized (highest priority to those with the greatest needs and fewest resources) and the family will be brought into care as quickly as possible. The availability of Family Partners will be critical as they have the experience and empathy required to effectively facilitate resource connections and support positive caregiving and decision-making. The need for this type of support will not end when the child leaves the crisis and respite center. Many families have asked for in-home assistance in understanding, effectively reacting to and managing their children's behaviors and symptoms. Properly prepared individuals with lived experience are proven care supports but Bexar County's existing workforce development resources do not have this capacity. In response, Bexar CARES will expand its highly successful Family Partner program to include recruitment, preparation, employment and assignment of Behavioral Health Aides. This is envisioned to be an entry-level position for an experienced caregiver, often someone who has served Bexar CARES families as a volunteer Peer Mentor. Aides will receive 40 hours of training and will work under the supervision of CHCS clinical staff. Aides typically will be assigned to families during high stress before and after school hours to provide behavior coaching, life and parenting skills and in-home respite. All Bexar CARES collaborators will recruit candidates to become Aides and CHCS will provide the training, using a syllabus similar to that used for Family Partners. A career ladder (Family Partner-Program Administrator-Clinician) will be available to Behavioral Health Aides who complete additional training and education. g) *Strengthen project management and governance structures.* To date, Bexar CARES has been collaboratively operated by the partners, with assistance from CHCS and supervision and guidance from a Coordinating Council. The good work of the partners – without compensation and with minimal support -- is highly commendable; however, a stronger management structure is essential to system expansion. Planned enhancements include: i) creating a three level governance structure (Executive, Governance and Family Councils described later in Section B under Advisory Body). ii) Establishing a Triage and Liaison Office to build community awareness of the system of care and its purposes, maintain and strengthen early intercept points, measure and monitor referrals of children to ensure earliest possible connection and maximum possible benefit, and troubleshoot and problem-solve issues between caregivers and partners. The Triage and Liaison Office will make monthly reports to the Executive Council to obtain their advice and consent. iii) Establishing a Data Collection and Reporting Office to standardize data collection, management and reporting and complete continuous quality improvement, resource monitoring and impact assessments. Staff from the Data Office will make monthly reports to the Executive Council to support databased decision-making regarding system operation.

Aggregately, the aforementioned system modifications will support Bexar CARES in further implementing a public health approach to service delivery. For example, the expanded model will intervene and assist children to recover and reclaim their resilience and positive mental

health by: identifying disorders early; reducing symptoms; limiting disability; slowing illness progression; and minimizing complications. Also, the new data collection processes will help Bexar CARES' document children reclaiming their positive mental health[xxv] by measuring: social skills, attachment to parents, ability to form relationships with family and peers, self esteem, autonomy and social connectedness, and ability to focus and complete tasks.

Time line. The table below reflects key activities required for the proposed expansion project.

**Table E: WorkPlan and Timeline – Year 1**

| Key Activities | Quarters 1-4 | Responsibility | Milestones |
|---|---|---|---|
| Governance Councils appointed and guide system of care expansion | | CHCS and City | Councils meet and address work plan. |
| Fill new staff positions | | CHCS and City | All positions filled |
| Partnering non-profits added to Bexar CARES MOU | | Non-profits | MOU includes new collaborators |
| New Children's Campus opens, increasing overall service capacity | | CHCS | 250 children per year are served by Bexar CARES |
| New and existing staff, Council members, families complete training and team building exercises | | CHCS | 100% of staff and volunteers complete training |
| New points of engagement developed with local military base staff | | City and CHCS | Military families are referred to Bexar CARES |
| Expanded service delivery | | All collaborators | New partners, new intercept points |
| Introduction of respite and crisis stabilization services | | CHCS | Access to respite and crisis services |
| Education-mental health task force analyzes system integration and recommends changes needed to improve student academic achievement. | | Ad Hoc Task Force appointed by Executive Council | Improved school-home-provider service continuity, improved academic achievement |
| Governance Council reviews system capacity, identifies any remaining gaps and recommends new partners as needed to fill gaps | | Governance Council | Gaps and appropriate service/partner responses are identified |
| Data collection informs a continuous quality improvement process for each program component, data and outcomes are widely publicized | | City | CQI processes note strengths and weaknesses, recommend change and monitor implementation |
| Executive Council creates the first draft of a Financing Plan for sustaining Bexar | | Executive | Financing Plan draft is |

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|---|---|---|---|---|---|---|
| CARES post-federal funding; the Plan will be refined and put in action in Years 2-4 | | | | | Council | complete |
| Social marketing activities increase public awareness, drive access to care and increase community-placed value on Bexar CARES | | | | | All collaborators | 1,000 users per year receive messages from or about Bexar CARES |
| Training begins for Behavioral Health Aides and first Aides are employed | | | | | CHCS | First Aides employed and assigned to Bexar CARES families |
| **Work Plan and Timeline – Years 2, 3 and 4** | | | | | | |
| Key Activities | Y1 | Y2 | Y3 | Y4 | Responsibility | Milestones |
| Executive and Governance Councils Meet Monthly, Family Council meets quarterly | | | | | Councils | Completion of work plans |
| Annual staff and governance training, as needed training for new staff members | | | | | Collaborators | 100% of staff complete stipulated training |
| Service delivery continues | | | | | Collaborators | 250 children are served |
| Need for new non-profit partners is analyzed, new organizations or programs added as needed | | | | | Governance Council | Gaps and appropriate service/partner responses are identified |
| Annual impact evaluation and consumer satisfaction assessments continue | | | | | Collaborators | 90% family satisfaction rate |
| Data collection informs a continuous quality improvement process for each program component, data and outcomes are widely publicized | | | | | City | CQI processes note strengths and weaknesses, recommend change and monitor implementation |
| Social marketing continues | | | | | Collaborators | 1,000 users per year |
| Financing Plan is drafted, editing and revised over time | | | | | Executive Council | Financing Plan is finalized |

Advisory body. The Bexar CARES Coordinating Council has managed the local system of care since 2009. The Council's by-laws require that 51% of members must be caregivers or youth who were or are consumers of children's mental health services and 49% must be representatives of participating public entities (schools, local mental health authority, juvenile justice and child welfare). The Council's primary responsibilities are: a) to address systemic, access and resource barriers that contribute to poor outcomes for children, youth and families and b) to provide the oversight, strategic direction, coordination and collaborative planning required for the operation and maintenance of a high functioning system of care. Members of the Coordinating Council commit to learning about and preserving system of care values and principles, and work collaboratively to eliminate barriers to timely and appropriate care for children served by

multiple public systems. Council members recognize that Bexar CARES is laudable in its intent, an expanded system of care with a broader purpose and target population is essential. Therefore, Council members have applied lessons learned in service delivery to planning for and completing this proposal. The Council members also acknowledge that the governance functions and responsibilities must be strengthened if Bexar CARES is to expand. A three-tiered governance structure is proposed. An **Executive Council,** nominated by the Local Mental Health Authority (CHCS) and approved by the City of San Antonio, will meet monthly throughout the project period. The Executive Council will be comprised of four individuals: a youth and family member who have accessed mental health services; and two members representing public and private providers (child welfare, juvenile justice, public schools, school police departments, child/adolescent psychiatric hospitals, military installations, child placing agencies, child and family serving non-profits, faith-based organizations, child advocacy organizations, the local Community Resource Coordination Group, or CHCS). Members will be empowered to make decisions, allocate funds, make purchases and generate necessary contracts. Equal representation of families and providers will help Bexar CARES remain family-driven and youth guided. The Family and Governance Councils will routinely advise the Executive Council. One of the most critical responsibilities of the Executive Council will be construction of a financing plan that will enable continuation of system of care services after SAMHSA funding (see Plan to sustain the approach/Financing Plan later in this Section). A **Governance Council**, consisting of not more than 24 representatives, will be led by the Executive Council. Governance Council membership will include 12 individuals who are family or youth who have accessed mental health services, and 12 staff from public and private providers (same as above). Governance Council members will be recommended by CHCS and approved by the City of San Antonio. The Governance Council will meet monthly and will be charged with monitoring service gaps and system usability by families, troubleshooting inter-agency issues, and making semi-annual recommendations to the Executive Council regarding system operations and areas for improvement. The Governance Council will convene a larger group of community stakeholders every quarter to apprise them of Bexar CARES' impact. These stakeholders also will be invited to participate in sub-committees or ad hoc work groups created by the Governance Council to address discrete issues as they arise. A **Family Council,** consisting of 12 members with experience being served by public systems and/or child and family serving non-profits, will be recommended by CHCS and approved by the City of San Antonio. The Family Council will meet quarterly and its primary responsibilities will include: continually informing the Executive Council of what is working and what is not; increasing the likelihood of early problem identification and rapid system response; helping Bexar CARES maintain an environment of trust and respect between families and providers; supporting cultural competency in service provision; promoting the involvement of families in treatment planning, service utilization and follow through; helping align operational processes to take advantage of family assets and effectively respond to family needs; and, ensuring key systems of care values and principles are cornerstones of Bexar CARES service delivery. Bexar CARES expanded governance structure was intentionally designed to support an effective, collaborative service delivery model that fully incorporates the resources of multiple stakeholders, values and preserves the impact of families and their assets, and integrates member's strengths and skills.

Provision of individualized, culturally and linguistically competent services. As reflected in Table D, Bexar CARES currently includes most all SAMHSA-required services for a system of

care. Crisis and respite services will be available in Quarter 1 of Year 1 from the new Children's Mental Health Campus. Other components of the proposed Bexar CARES expansion follow.

**Individualized services and service planning.** In keeping with Section 563 of the Public Health Service Act, Bexar CARES *currently completes an Individualized Service Plan (ISP)* for each child and family enrolled. (See Attachment 6.) The ISP is developed by the family of the child, the child (unless clinically inappropriate) and a multi-disciplinary team consisting of mental health clinicians, rehabilitation staff, school and child welfare personnel (if appropriate), program aides, and program managers. Bexar CARES' standardized service plan identifies: a) needs of the child and family, b) recommended services, c) recommended service settings (home, school, community) and frequency (daily, weekly, monthly), and, d) if the child is age 14 or older, plans for transitioning to adult service systems, including helping the youth assume responsibility for his or her recovery. The ISPs for school-aged children also include all resources to be provided by the local education agency per the Individuals with Disabilities Education Act. ISPs must stipulate one or more objectives to be achieved and the methodology for achievement. The ISP identifies a primary wraparound/case management provider that accepts responsibility for monitoring objective achievement and noting services provided and results. All ISPs are reviewed and revised by the team as needed, but not less than annually. Every year, Bexar CARES' administrative staff aggregate the changes reflected in the ISPs to quantify the impact of service delivery for participating children and families. For the Bexar CARES expansion, representatives from the new corps of non-profit providers will join the ISP team and will be trained in ISP use. Their resources will be added and the impact of their support will be separately quantified in a subset of the annual ISP-based impact assessment. The Executive Council will use these results to determine the value of non-profit partners.

**Culturally and linguistically competent care.** Because Bexar County is a Hispanic majority community, cultural and linguistic competencies can be highly influential in program effectiveness and impact. Bexar CARES was planned with these dynamics in mind and has achieved a commendable level of competency, as evidenced by the fact that 90% of families express satisfaction with services, service delivery and service staff. A key asset has been continuous training of Bexar CARES staff (described below), which will continue in the expansion project: 100% of employed or assigned staff must complete at least 6 hours of cultural competence training each year. The underlying theme of training is that the system of care can learn and grow from many of the cultural practices of those we serve and staff must be open to that growth. Linguistic competence will be assured with a project policy of having at least one bilingual (English-Spanish) staff person available to Bexar CARES families in each service venue during service hours.

Additionally, all three governance Councils will be charged with safeguarding Bexar CARES' cultural and linguistic competency. This effort will begin with diversity of membership, with the goal being member demographics that mirror the community. Also, beginning in 2014, improved data collection and CQI processes will inform this effort using a four step process, supervised by the Executive Council: 1) quarterly outcome reports will be presented aggregately and by racial or ethnic group; 2) if an ethnic or racial group demonstrates lower performance in one or more outcomes, encompassed services, practices or procedures will be reviewed for impact; 3) changes in services, providers or policies to improve outcome achievement will be recommended to the Executive; and, 4) monthly outcome reviews will be completed until disparities are

corrected. This strong element of Bexar CARES' CQI process will minimize adverse effects for children and families and will inform the cultural competency of national systems of care.

Finally, all participating staff from public and private partners and all members of the Councils will be required to complete annual cultural competency training provided by CHCS. The curriculum to be used --*Planning for Cultural and Linguistic Competence in Systems of Care for Children and Youth with Social-Emotional and Behavioral Disorders and their Families*—was developed by the National Center for Cultural Competence. Training will occur for the first time during Quarter 1 and will be repeated as refresher courses thereafter. New partner staff and new Council members will receive one-on-one or small group training within 30 days of employment. Bexar CARES administrative staff will receive additional annual training using *Culturally Competent Practice with Latino Children and Families*, developed by two universities and the Texas Department of Family and Protective Services. Curriculum authors were advised by a statewide Community and University Advisory Panel of Latino Experts, which consulted on training content and delivery methods. The syllabus includes eight modules -- Cultural Competence With Hispanic Children and Families; Overview of Systems of Care; Engagement; Assessment; Planning; Implementation and Intervention; Transition; and, Case Simulation – and will be repeated annually for new hires.

**Recovery support.** A major effort across the four-year grant period will be further embedding resiliency and recovery concepts into Bexar CARES. While SAMHSA has embraced and mandated recovery methodologies in all funded programming, the effort is just beginning to trickle down to children's mental health services. Bexar CARES initial effort has been to adopt an asset-based approach focused on building resilience and protective factors by: shifting goals to reflect full participation in community life as critical and desirable; inculcating a hopeful perspective into service provision and interaction with children and families; using strengths-oriented language and thinking; engaging in life planning for children, youth and families that is motivated by quality of life; emphasizing self-determination; changing self-perception, not seeing self as "sick"; maintaining a positive culture of healing; emphasizing self-monitoring and self-management; and, promoting the use of natural supports. These nascent efforts have been highly successful, with children, families and staff reporting a more positive experience and greater optimism about the future. In the expanded Bexar CARES project, the collaborators will integrate the recovery-based care with a public health approach, e.g., including pre-school aged children to support early intervention (a public health approach), which can shorten illness and reduce symptoms (a goal of recovery). Integrating and embedding these approaches in the Bexar CARES expansion also will support the full inclusion of Bexar CARES in San Antonio's Recovery Oriented System of Care.

**Workforce development activities for families.** Bexar CARES has a long-standing commitment to the involvement of persons with lived experience in service provision. The project currently benefits from volunteer Peer Mentors, assigned to provide friendly support and encouragement to families facing similar challenges, and Family Partners, staff members with lived experience who have completed extensive training and serve as advocates with caregivers as they navigate public systems. The need for a third type of assistance has been identified and will be addressed in the expanded Bexar CARES project: Behavioral Health Aides will work in-home with families, modeling behavior and family management techniques during the often stressful before and after school hours. This is envisioned to be an entry-level position for an

experienced caregiver, generally someone who has successfully served as a volunteer Peer Mentor and is ready to enter or return to the workforce. CHCS will train prospective Aides, using a syllabus similar to that used for Family Partners that covers the dynamics of children's mental health, evidence based practices in behavior management and parenting, cultural dimensions of care, confidentiality and establishing boundaries. The Aides will be dispatched by CHCS and will work under the supervision of a clinician. All Bexar CARES partners will recruit potential Aides from their service populations and CHCS will hire sufficient Aides to enable assignment to 50% of Bexar CARES families. The Aides also will be able to climb an established career ladder, e.g., Family Partner, administrator, clinician, with additional training and education.

Family-driven, youth-guided framework. Bexar CARES' primary means of becoming and remaining family-driven and youth-guided have been to: 1) partner with the Texas Federation of Families for Children's Mental Health and Alamo Area Youth MOVE to ensure a constant voice of families, children and youth in planning and implementation; and, 2) mandate that families and youth comprise 51% of Bexar CARES' governing body. These efforts also ensured families and youth were major contributors to the Bexar CARES expansion. For example, participating families were the first to surface the need for Behavioral Health Aides, filling a critical service gap and establishing an entry-level rung on Bexar County's behavioral health career ladder. Bexar CARES original standards for family participation will expanded, as follows.

| Table F: Family Involvement in Bexar CARES Infrastructure and Operation |
|---|
| **Planning.** Bexar CARES families recruit, train and mentor their peers, are empowered to assume positions of leadership and participate in planning, training and decision-making regarding policy development, care coordination, strategic planning, service provision, social marketing, and individual and system advocacy. |
| **Governance.** Families comprise will continue to be majority voices in the expansion project. |
| **System Management.** Families provide training and orientation to Bexar CARES and system partner staff. |
| **Service Coordination.** Families help develop and continuously contribute to Individual Service Plans. |
| **Communication.** Families and providers developed and use common language to improve communication. |
| **Policy.** Families are mentored, coached and empowered to advocate for policies affecting their children. |
| **Finance.** Families will help develop a Financing Plan and to sustain Bexar CARES and will demonstrate their support to public and private funders. |
| **CQI.** Families participate in the process and have outlets (annual surveys) for recommending modifications. |
| **Human resources.** Family members participate on staff hiring panels and conduct staff training each year. |

Interagency coordination and collaboration mechanisms. Without external funding, Bexar CARES operates an effective, though limited system of care for children with serious mental disturbance who are involved with one or more public systems. The value of this model was recognized in 2011 when the Texas Legislature asked Bexar CARES to operate a small pilot designed to prove the efficacy and cost-effectiveness of the approach. The data gathered is being used by a legislative task force to guide Texas' wider adoption of system of care practices and values. At the same time, Bexar CARES is participating in a statewide system of care strategic

planning process led by the Texas Health and Human Service Commission. Bexar CARES' experiences are contributing to the Commission's development of a long-range plan that will support statewide adoption of systems of care and new collaboration mechanisms. Also, the recommendations of Bexar CARES' task force dedicated to increasing continuity among school-family-providers will have relevance for all Texas school districts.

Establish policy, administrative and/or regulatory structures. Bexar CARES is represented on the Texas Health and Human Service Commission's Expansion Planning Team charged with creating a strategic plan for the statewide adoption of systems of care. A critical component of this work is the identification of policy and regulatory changes required for wider implementation. Over the next biennium, the Expansion Planning Team will: 1) Develop an inventory of policy, fiscal, regulatory and legal barriers to system of care implementation at the state and local levels. 2) Develop specific structures and strategies sufficient to overcome identified barriers. Bexar CARES' participation will both inform Bexar County's expansion plans and will ensure that statewide planning reflects our experiences and lessons learned.

Collaborate across child/youth serving agencies. Bexar CARES has built a durable partnership between public systems with an interest in children's mental health, including the Local Mental Health Authority (CHCS), the Texas Department of Family and Protective Services, Bexar County Juvenile Probation, and public school districts. This active collaboration coordinates care for children and families served by more than one of these public systems. A centralized process enables data sharing and synchronization of the multiple services and supports provided by the partners. This process follows a strength-based child and family team approach (Family Group Decision-Making) driven by an individualized service plan. A thorough assessment is completed, with full family participation, and used to organize a service array that holistically addresses the needs of children, youth, and families. All Bexar CARES partners prioritize the safety and well being of the children served. Bexar CARES' focus on children and youth served by public systems was intentional; while the original collaborators were responsible for addressing children's mental health needs, their resources were categorical. Bexar CARES helped the partners overcome restrictions and definitional barriers and develop a joint service delivery model. But in so doing, the collaborators have become acutely aware of the unmet needs of children not involved with a public system and the lost opportunities for early intervention inherent in exclusively serving school-aged population. While this community has many resources that could be helpful, they are scattered and uncoordinated and the great majority of parents do not have the resilience required for organizing their own network of care.

The Bexar CARES collaborative has already completed the hard work of public system integration and has created a template for the inclusion of additional partners, i.e., processes for recruiting, vetting, training in system of care values and principles and cultural competence, and merging resources. SAMHSA funding will be used to expand the collaborative, deepen available resources and increase the number of children served. However, core service philosophies will be maintained: tailored services for each child and family; a strengths-based approach to assessment and service delivery; and, an integrated, clearly defined, robust array of services and supports that can be easily accessed from community-based settings. The Bexar CARES MOU, signed by all public partners, will be amended to include the new non-profit partners. Training will begin as soon as funding notification is received, ensuring rapid increases in children served.

Collaborate between child-adult serving agencies. The current Bexar CARES collaborators have blended a variety of resources to address transitional issues for older youth. For example, at the age of 18, youth served by CHCS are connected to comprehensive Adult Behavioral Health services (internal programs) to ensure continuity of care. However, non-profit programs typically serve "youth" or "adults" and have minimal capacity to either prepare older youth for the transition or ensure their connection to adult systems. The Bexar CARES expansion project will address this deficiency with the addition of a new partner, Casey Family Programs. Casey is the nation's largest operating foundation focused entirely on foster care and improving the child welfare system through exemplary service delivery, research and technical assistance. Casey will offer significant expertise to all Bexar CARES collaborators in three areas: implementing effective transition services for older youth, creating integrated, multi-level care linkages for children with multiple needs, and fostering systemic equity and reducing disparities. CHCS will support this work by offering the PAYA (Preparing Adolescents for Young Adulthood) Curriculum to older youth served by any Bexar CARES collaborator. PAYA focuses on: building money management skills; personal care, health, social skills and safety; education, job seeking and job maintaining skills; housing, transportation, community resources, understanding the law, and recreation; sexuality, STD and pregnancy prevention; and teen parenting. Finally, the expanded Bexar CARES collaboration will include other non-profits that have prioritized the needs of youth transitioning to adulthood, causing the needs of transition-age youth to receive greater attention in the strategic plan, resulting in more, better-coordinated resources.

Integrate mental health and substance abuse services. CHCS (the Local Mental Health Authority) is a founding partner in Bexar CARES and is authorized and licensed by the Texas Department of State Health Services to provide both mental health and substance abuse treatment for Bexar County children and adults. Therefore, integrated care and treatment will be available to all children and families served by Bexar CARES. In our experience, once Bexar CARES deepens its involvement with families and becomes a trusted resource, caregivers with substance abuse problems may ask for help with their addictions. When this occurs, CHCS treatment staff will coordinate care with Bexar CARES staff to support continuity and strengthen positive impact.

Create outcome measurement strategies. Bexar CARES has identified impact and process outcomes to be accomplished across the four-year project period (see Section B, Table B: Bexar CARES Expansion Project Goal and Objectives, 2014-2018). Also, Table H: Infrastructure Expansion, found in Section D, details outcome measurement sources and methods. Monitoring outcome achievement -- i.e., the impact of Bexar CARES' services and service delivery on children, youth and families and the impact of its operational processes and procedures on efficiency and effectiveness -- will be a primary assignment of the Executive Council. Council members' recommendations and decision-making will be informed by a CQI effort, formulated in the current Bexar CARES project and refined and improved during the expansion project. Bexar CARES' current CQI identifies, describes and analyzes strengths and problems and then tests, implements, learns from, and revises solutions. Bexar CARES' commitment to CQI, an unusual attribute for a non-funded system of care site, reflects a proactive organizational culture and a dedication to continuous learning. Most importantly, Bexar CARES' CQI process includes the active participation of families (including older youth), which will be refined with the addition of the Casey Family Program, a national leader in family-driven CQI.

Bexar CARES designated CQI team -- an assigned City of San Antonio executive, an assigned CHCS executive, the Project Director, two representatives of public stakeholders, two representatives of private stakeholders, two family members -- will meet monthly (or more often if needed) to: continuously track and monitor fulfillment of the Bexar CARES Strategic Plan; complete on-going service, process and satisfaction evaluations; and compile bi-annual reports to the Executive Council. The team's responsibilities will include identifying data to be collected (framed by the impact and process outcomes described above), monitoring collection processes (using Efforts to Outcomes management information system software), analyzing data and comparing it to feedback from families and staff, identifying trends, and making recommendations for policy or practice modifications needed to enhance outcomes or improve efficiency. The CQI team may develop time-limited pilot tests to determine the efficacy of one or more approaches to service delivery. Other team responsibilities will include: interacting with and be accountable to any national systems of care evaluators, evaluating the data gathering capacities of Bexar CARES collaborators, including technology needed for Efforts to Outcomes software to ensure consistency of data and relevance of analysis, and being available to consult with and train collaborator staff to help create efficiencies in data collection.

Bexar CARES' CQI process was developed to reflect systems of care principles and values, e.g., family, staff, stakeholders and governance members determined the outcomes to be measured. Also, the data gathered will be presented to the Executive, Governance and Family Councils to inform major decisions regarding service methods, systemic investments and partners to be involved. The results will be integrated into all aspects of Bexar CARES and the data reports compiled by the team will be critical contributions to the Financing Plan developed by the Executive Council. Creatively exhibiting impact and process data via pictures, pie charts, graphs, and other visual representations, combined with stories of children and families assisted by Bexar CARES, will motivate funders to make an investment in the project. And widely disseminating this information via social media will increase awareness of project value, which will stimulate community ownership and foster new investment.

Coordinate SOC strategies with block grants and health care reform. As the Local Mental Health Authority, CHCS receives federal block grant funding for children's mental health services. These resources have been incorporated into Bexar CARES. Additionally, the City of San Antonio and CHCS are active members of a local collaboration dedicated to extending the benefits of health care reform in Bexar County. These efforts, collectively known as EnrollSA, have prioritized uninsured families ineligible for Medicaid (Texas has not authorized Medicaid expansion). To date, EnrollSA has helped 27,000 previously uninsured individuals enroll in a health care exchange-supported insurance plan. For the Bexar CARES partners, this represents a key sustainability strategy: as the number of children covered by insurance grows, the revenue pool generated by Bexar CARES providers will be sufficient to ensure continuation.

Incorporate trauma-related. Bexar CARES was originally developed to provide a system of care for children and families involved with the child welfare system, which meant that 100% of children served had experienced trauma. Therefore, the entire service delivery model was built with a commitment to trauma-informed care. Bexar CARES' principle therapy modality for children and youth is Trauma-Focused Cognitive Behavioral Therapy and 100% of licensed clinicians within CHCS's Child Behavioral Health Division (CBHD) are trained in this modality. Also, all CBDH clinical and program staff have been trained in Seeking Safety, an evidence-

based counseling modality for supporting coping skills in trauma victims of all ages. Finally, the ISP helps assess trauma and impact on development and behavior, and the results are used to guide services. Any new non-profits invited to join Bexar CARES must demonstrate a similar commitment to trauma-informed care. Assessment, therapeutic or counseling services must employ a trauma-informed modality. Also, all direct service staff must complete 16 hours of training, provided by CHCS, covering: traumatic stress and its impact on behavior and development; secondary traumatic stress and systems in place to reduce its impact and promote self-care; trauma screening and identification; identifying children's triggers and understanding and managing challenging behavior; and helping children and caregivers understand their reactions and behaviors. The first training session will be videotaped and posted on You Tube to enable new staff or partners to rapidly access and apply this resource, ensuring the continuing availability of trauma-informed care across the project period.

Develop social marketing and strategic communications. In the first year of the project period, the Bexar CARES Strategic Plan will be enhanced to identify specific social marketing strategies that will promote wide communication of the system of care, its values and principles. The Plan will focus on two key purposes: new ways of getting critical information about behavioral health directly to the public and providers, and new ways for Bexar CARES to receive continuous feedback about behavioral health issues and services from consumers in their own words. Subsequently, the Plan will be amended to direct the use of Facebook, Twitter, YouTube and Instagram to build awareness and receive feedback. Additionally, Bexar CARES existing social media-supportive activities will continue, e.g., each collaborator will provide a link to Bexar CARES on their website. The Governance Council will generate a quarterly electronic newsletter and will utilize partnering agency list servs and the social marketing team from Texas System of Care to disseminate it widely to families and providers. CHCS will embed a link to My Strength, a behavioral health mobile application on their website for use by families and providers.

Create sustainable training and technical assistance. The Governance Council will hold quarterly trainings for the larger stakeholder community with a focus on system of care values and principles. This content will be supplemented by material from local, state, and national technical assistance sources to ensure the trainings support fidelity to the approach. Additionally, the Governance Council will monitor an annual calendar (including hourly requirements by position) of intensive Person-Centered Training for all positions, including annual training requirements for Trauma Informed Care and culturally competent practices.

Other organizations that will participate. Bexar CARES will retain the participation of existing public partners (mental health, child welfare, juvenile justice, education) and family organizations (Texas Federation of Families for Children's Mental Health and Alamo Area Youth MOVE) and in Year 1 will add three non-profit providers: Casey Family Program, United Way and Voices for Children of San Antonio. Partner responsibilities follow. *The City of San Antonio, Department of Human Services (DHS)* will serve as the Lead Applicant and co-manager (with CHCS) of the Bexar CARES expansion grant. DHS will leverage existing systems and infrastructure on behalf of the system of care to help coordinate the activities of the Councils, integrate non-profit partners, and coordinate and strengthen data collection and management. DHS will dedicate a staff person to these activities. The *Center for Health Care Services* (CHCS) will provide direct services to children and families, will serve as co-manager and fiscal agent and will provide a full time staff position (Project Director) to manage the project, integrate the

work of existing and new collaborators, and support and coordinate the Councils. *Texas Federation of Families for Children's Mental Health* and *Alamo Area Youth MOVE* will help recruit caregivers and youth for Council membership and will help train families and youth on system of care principles. *Casey Family Program* will provide community-based wraparound care, home-based support services and counseling and transition planning and services to older youth. *United Way of San Antonio and Bexar County* will assist its network of early care providers in conducting outreach, will train collaborator staff in effective family engagement strategies aligned with the Eastside Promise Neighborhood program, and will help all early care providers administer the EDI to verify academic achievement and readiness in participating younger children. *Voices for Children of San Antonio* will build effective advocacy skills in youth and caregivers so that they might amplify the power of their voices.

Demographics; language and literacy; sexual identity; and disability. As previously described, Bexar County is a lower-income minority majority community, with 59.1% Hispanic residents and a 27.6% child poverty rate. However, largely due to previously referenced cultural dynamics, children served by Bexar CARES are more often Anglo (43%) rather than Hispanic (29%). These percentages are expected to more nearly reflect local demographics with planned outreach and engagement strategies focused on early intercept points and the use of social media. To ensure the planned demographic shift occurs, membership on the Bexar CARES Councils will closely align with the community. Currently, boys out-number girls; however, once juvenile probation represents a smaller share of the referral sources, this ratio is expected to change. The great majority of Bexar County's Hispanic residents are fluent in English; however, during crisis or emotional interactions, many adults are more comfortable speaking Spanish. Therefore, each collaborator has agreed to have at least one Spanish-speaking project staff person available during service hours. These policies will be maintained in the expanded Bexar CARES project. There never has and never will be any fees associated with project participation, eliminating the affect of a known behavioral health disparity. It is expected that all participating children and families will be Bexar County residents but by virtue of the project's participation in development of the State of Texas' Strategic Plan for wider system of care implementation, Bexar CARES' lessons learned and outcomes will inform new service strategies and methods statewide. Neither children nor adults participating in Bexar CARES are asked to disclose their sexual identity. Service eligibility or delivery is not influenced by sexual identity unless the child or caregiver indicates they are of relevance to the child's mental health, in which case project staff have been trained in counseling individuals and families dealing with issues of sexual identity. The new Children's Mental Health Campus and all offices of the Bexar CARES collaborators are fully ADA compliant. Bexar CARES will continue to contract with individuals who are competent to communicate using American Sign Language and project materials are and will be available in Braille, English and Spanish.

Plan to sustain the approach/Financing Plan. The Bexar CARES Strategic Plan places highest priority on sustaining the effort post-federal funding. Eight strategies are planned and will be overseen by the Executive Council as they draft, refine and implement a Financing Plan that includes revenue projections and post-grant operating costs to ensure the availability of sufficient resources. 1) The City and CHCS will focus their efforts on raising the profile of Bexar CARES and its outcomes and cost-effectiveness among the local business community and with private foundations. Bexar County is fortunate to have a generous private sector with a lengthy track record of social investment, increasing the likelihood of obtaining sustaining funding. 2) Each

Bexar CARES collaborator has committed to providing financial and non-financial support in all project years, formalized in the project's MOU. These agreements will be reviewed annually and each collaborator will be challenged to increase their investment to meet escalating match requirements and ensure future capacity. 3) Substantial resources exist at the state and local levels that could be re-appropriated, blended and braided to sustain the system of care. Bexar CARES' collaborators include representatives of both local and state funders (the City of San Antonio, the United Way, the Texas Department of Family and Protective Services) and each has agreed to advocate for Bexar CARES funding, a critical level of ownership by essential stakeholders. 4) Bexar CARES will ensure its place among valued local projects by providing the highest quality services with the most significant, durable outcomes. The source of this quality will be the collaborators' extensive histories of joint service provision, their shared vision and mission, the availability of all elements of the service array, the management and coordination infrastructure built by the collaborators, and planned staff development activities. The Executive Council and lead project staff will preserve these assets by adhering to the project's strategic plan and consistently using data and evaluation findings to inform decision-making. 5) Obtaining SAMHSA funding, focused on service expansion and capacity building, will be catalytic to Bexar CARES long-term sustainability by: a) improving data collection and analysis tools, quantifying outcomes and cost-effectiveness that will be widely disseminated in the community to stimulate investment; b) enabling revisions to the governance structure and assigning the prioritization of sustainability, including opportunities for blending and braiding funding and promoting modifications to public policy to enable resource pooling, to a highly skilled Executive Council; c) adding new non-profit partners that carry the funding needed for continuation of the services they provide; and, d) enabling the collaborators to increase the number of children served, diminishing the number of Bexar County children and youth who go unserved without a major cost burden. 6) Creating large-scale community awareness of Bexar CARES' benefits and savings, realized in part through planned social media and advocacy activities, to foster investment. 7) Bexar CARES existing strategies have reduced Residential Treatment Center placements, criminal recidivism and further involvement with Child Protective Services by children and youth (2013 over 2010). This change has produced substantial savings of public funds and the collaborators will prepare a request to affected public systems for dedication of a portion of the savings to Bexar CARES. The voices of citizens who have been educated about Bexar CARES and endorse its continuation will be key to a successful outcome. There is local precedent for this approach: CHCS built a highly successful adult jail diversion program, recognized by the Texas Legislature and SAMHSA as an exemplary national model. The project was launched with SAMHSA funding and is now sustained with local and State funding, a significant share of which was appropriated based upon verified savings. 8) Bexar CARES partners providing clinical interventions and treatment are authorized providers under Medicaid, CHIP and private insurance plans. These partners will bill and obtain third party reimbursement for Bexar CARES services, e.g., Rehabilitation Skills Training, Case Management, Counseling, and will use this revenue to sustain unfunded activities.

**Section C: Staff, Management, and Relevant Experience.** Capability and experience of the applicant organization and other participating organizations. The City of San Antonio has designated the Department of Human Services (DHS) as the SAMHSA grant recipient. CHCS, Child Behavioral Health Division (CBHD) will be the grant's Fiscal Agent. DHS and CBHD will co-manage many grant-related activities and partnerships; however, DHS will retain primary responsibility for data collection, reporting and continuous quality improvement and CBHD will

retain primary responsibility for service delivery to children and families. DHS has demonstrated expertise in managing large projects with multiple collaborators, key skills of value to the proposed Bexar CARES expansion. For example, DHS funds and partners with community agencies to deliver an array of programs and services designed to strengthen families by fostering self-sufficiency, improving nutrition and wellness, enhancing educational opportunities, providing child care and quality early childhood programming for working families, and offering opportunities for financial empowerment. To this end, DHS has developed an administrative backbone with sufficient capacity to manage the programmatic and fiscal requirements of multiple federal, state, and local programs. DHS also has developed specialized fiscal, facilities, and contracts teams with technical expertise in grants management, planning and monitoring to support program staff. DHS leverages the significant financial, infrastructure, and purchasing resources of the seventh largest city in the nation, including support from dedicated legal, finance, real estate management and budgetary staff. The City will continue DHS's philosophy of *partnership, leveraging, and investment* to enhance children's mental health services in Bexar County. The DHS mission - to strengthen the community through human services investments, resources, and partnerships, providing leadership, developing collaborative strategies, and maximizing resources to improve the quality of life for children, families and seniors in our community - will be an asset to Bexar CARES sustainability. Specific experiences have prepared DHS for leading a collaboration of the scale, scope and complexity of the Bexar CARES expansion, e.g., developing and managing large-scale **teams**, creating and implementing expansion **plans** for existing projects, identifying and addressing local **priorities,** and fostering the partner **commitment** required for success. Examples follow.

**Head Start.** Provides center based education and family strengthening services to children, ages 3–4, and their families. Annual Funded Enrollment: 2,861. Number of Centers: 26. 2013-14 Budget: $20.6M. **Evidence of Team, Plan, Priorities, Commitment:** For over 30 years, the City has led development of an innovative Head Start consortium model to ensure children and families have seamless access to services and can easily transition into kindergarten. Consortium members hold quarterly meetings to facilitate coordination and communication, share school readiness data, coordinate with local school districts on identifying children with disabilities, share best practices, share professional development resources, and coordinate seamless transfers and child transitions to other local programs. A shared data system is used to allow service providers to jointly case manage children and their families, ensuring the delivery of timely, high quality services, and collect child specific and program level information. At the program-level, DHS uses data to guide the investment of available resources, refine instructional models, tailor staff professional development, and develop agency wide strategic goals and objectives.

**Human and Workforce Development Consolidated Funding Process.** Awards local and locally controlled funds to non-profits providing Council-defined priority services. Number of Awarded Agencies in FY 2014: 62. FY 2014 Funding: $22,301,347. **Evidence of Team, Plan, Priorities, Commitment:** DHS, in coordination with the City's Economic Development Department and Office of Grants Monitoring and Administration, manages investments in non-profit agencies that have received one-year performance-based service contracts. DHS oversees grantees' programmatic and fiscal performance and contract compliance. In FY 2013, DHS implemented a new, centralized monitoring process in order to strengthen accountability and ensure consistency. DHS now is able to identify compliance errors or underperformance early in the contract term, correcting deficiencies and achieving goals prior to the contract's end.

**Restoration Center Partnership.** Operates a program offering sobering, detoxification, and treatment services to adults. Primary referral sources are law enforcement, Emergency Medical Services, Bexar County Jail, and the Courts. **Evidence of Team, Plan, Priorities and Commitment.** In October 2007, the City and CHCS began a pilot program providing detoxification and intensive outpatient care for public inebriates, diverting them from the Municipal Court Detention Center to a recovery-oriented facility. The pilot's success resulted in the 2008 opening of the Restoration Center, providing triage services, medical screening and assessment to determine the appropriate level of care for each individual -- short-term detox, intensive outpatient treatment and/or residential treatment. Interventions are trauma-focused and include access to the types of recovery supports that diminish relapse and increase quality of life. Currently, DHS provides operational funding for the Restoration Center, which is considered an evidence-based practice offering significant savings in criminal justice and healthcare costs.

The Center for Health Care Services' Child Behavioral Health Division (CBHD) has similarly strong and relevant experience operating large, complex programs for children and adolescents in need of behavioral health and/or developmental interventions. CBHD currently manages Bexar CARES and has led the strategic planning required for maintaining and expanding the effort. Complimentary CBHD programming includes: Early Childhood Intervention Services for children 0-35 months with developmental delays; mental health outpatient services through the Texas Department of State Health Services' Texas Resiliency and Recovery Services, which focuses on trauma informed interventions; Adolescent Substance Abuse Services utilizing the Cannabis Youth Treatment Curriculum; outpatient services for young offenders under contract with Bexar County Juvenile Probation and the Texas Commission on Offenders with Medical and Mental Impairments; and oversight of a licensed Child Placing Agency placing children and youth from child welfare and the Youth Empowerment Services Program in treatment foster homes. In 2013, CBHD was approved by the Centers for Medicare and Medicaid Services for three 1115 waiver projects, which will expand services for children with dual diagnoses (IDD and mental health), establish a single point of access for developmental and mental health services (Children's Mental Health Campus) and create a crisis and respite residential program for children in psychiatric crisis but not requiring hospitalization.

The team that will lead the Bexar CARES expansion is recapped below. See position descriptions in Section G for greater details regarding duties and qualification requirements.

| Position | Effort | Primary Duties |
|---|---|---|
| Project Director | 100% | Liaison among Bexar CARE agencies and Councils. |
| Data Analyst | 100% | Coordinate Efforts to Outcomes use and training, collect, analyze and report data to collaborators, Councils and the general public. |
| Clinical Administrator | 100% | Hire, supervise, and train Behavioral Health Aides/Family Partners |
| Behavioral Health Aides/Family Partners | 100% | Prepare families to accessing and appropriately utilize mental health services, help caregivers understand and manage their child's behavior. |
| Trainer | 100% | Train partnering agencies and assigned staff in system of care practices, trauma focused interventions and culturally competent care. |

To transcend the negative impact of leadership changes and maintain project momentum and impact, the Bexar CARES partners have each made long-term commitments and have assigned primary and secondary staff to the project to ensure continuity of knowledge and experience. The MOU was designed to build lasting relationships, despite changes in staffing or funding.

Key staff experience. DHS is led by Department Director Melody Woosley, who has extensive experience overseeing and managing municipal human services, federal grant programs, and community collaborations. DHS will support Bexar CARES fiscal operations with a Fiscal Administrator, Ed Gil – Najarro, who has a Masters Degree in Business Administration and significant grant administration experience. Mikel Brightman, the City's Head Start Administrator, will support the collaboration with her 30 years of experience in education, including special education, research and evaluation, policy, management and communications. DHS will add, with grant funding, a Senior Management Analyst, housed within the Head Start Office, to strengthen data collection and management and support the integration of new partners and intercept points. All CBHD and Bexar CARES service delivery staff are or will be credentialed as Qualified Mental Health Professionals or Licensed Practitioners of the Healing Arts and/or will have lived experienced, e.g., caregiver to a child with mental health needs. Resources at their disposal will include evidenced based curriculums, the Efforts to Outcome data sharing system, and technical assistance from the Texas System of Care project.

How members of the population to receive services were involved in the preparation of the application. Bexar CARES is supervised by a Coordinating Council authorized to provide the oversight and coordination needed for collaborative strategic planning as well as implementation, expansion and sustainability of Bexar CARES. The Bexar CARES by-laws stipulate that at least 51% of Coordinating Council membership shall be family members or youth experienced with serious emotional disturbance (either personally or as a caregiver). As a result, the children, youth and families who have and will receive services from Bexar CARES were integrally involved in the identification of systemic gaps and the planning that produced this application. A similarly strong position has been carved out for youth and families during the project period. Key responsibilities include: a) appointment of *at least two family representatives* to on-going CQI processes to provide relevant, immediate feedback on system performance; b) appointment of *at least two family representatives* to panels interviewing top Bexar CARES staff; and, c) development of a cadre of *20 family members and youth* with the expertise required to train stakeholders, providers and caregivers in the availability and effective use of Bexar CARES. Also, the consistent presence of family voice will be maintained at the staff level as Bexar CARES establishes a longitudinal family engagement model that offers a well-defined, compensated pathway for Behavioral Health Aides and Family Partners.

**Section D: Performance Assessment and Data.** Ability to collect and report on the required performance measures. All Bexar CARES collaborators, both existing and new, possess the technology required for the project's planned data collection and management processes. All service providers have or will have installed and been trained in the use of Efforts To Outcomes (ETO), a powerful online tool with the capacity to translate data into knowledge about program performance to monitor progress towards outcomes and continuously improve service delivery. ETO enables data sharing (participant information, assessment results, referrals, resources utilized, symptomatology) between and among providers to improve effectiveness and eliminate duplication of effort and wasted time by caregivers and staff. Bexar CARES' established

protocols for data sharing and the maintenance of confidentiality (who has access, how information may and may not be used, circumstances permitting dissemination, protection of confidentiality, and security safeguards) will be applied to all new collaborators. The Executive Council will be responsible for assessing sanctions to any partner that does not comply.

The Bexar CARES expansion project will integrate ETO data with DHS's balanced scorecard-based processes to simultaneously monitor *infrastructure expansion* and *service impact*. DHS and CHCS will lead all collaborators in adoption and use of a shared data system (ETO) and will monitor the partners' adherence to the strategic plan (per items below in the CQI response and the goals and objectives cited in Section B), will complete continual risk assessments, and will provide technical assistance to ensure performance goals are met. DHS will assign a full-time staff position to data-driven project monitoring and to conducting, in collaboration with Bexar CARES leadership, the planned CQI activities (detailed in the next response). This position will present semi-annual performance overviews to the Bexar CARES Executive, Governance and Family Councils for review and comment. The following table describes the proposed methods.

| Table H: INFRASTRUCTURE EXPANSION | |
|---|---|
| **Data to Be Collected** | **Source/Method** |
| Number of policy changes | Governance Council minutes. |
| Number of organizations demonstrating improved readiness to change in correspondence to the Bexar CARES Strategic Plan | Semi-annual performance report. |
| Number of Bexar CARES collaborating organizations | ETO |
| Changes to credentialing or licensing policies to improve practice | Governance Council minutes. |
| Additional funding received | CHCS records. |
| Financing policy changes | Financial Plan. |
| Pooled, blended or braided funding | Financial Plan, CHCS records. |
| Agencies signing the MOU | MOU. |
| Number, percentage of Council members who are family/youth representatives | Council membership lists. |
| Number of youth and family members involved in CQI | CQI Work Group notes. |
| Number of individuals exposed to awareness messages through social media | TBD in Strategic Plan |
| **SERVICE IMPACT** | |
| **Data to Be Collected** | **Source/Method** |
| Changes in children's mental health symptomatology | Electronic Health Record (Anasazi) aggregated data review every month |

| | |
|---|---|
| Changes in children's educational achievement or attendance | ETO aggregated data review every month |
| Children's involvement with child welfare or juvenile justice | ETO aggregated data review every month |
| Access to Bexar CARES by age, gender, race and ethnicity | ETO used to monitor referrals by age, gender, race and ethnicity; CQI Work Group analyzes data to identify access barriers, e.g., children referred not enrolling by demographic characteristic; any identified barriers require corrective action plan from the Project Director and stepped up monitoring by DHS until the issue is resolved |
| Rate of readmission to psychiatric hospitals | Anasazi aggregated data review every month |
| Social support/social connectedness | ETO aggregated data review every month |
| Client perception of care | CSQ 8 will be administered on a semi-annual basis to family and youth. Results aggregated and analyzed as part of CQI process and presented to all Councils for review and comment. |

The Bexar CARES partners will use ETO to track individual and family achievement of stipulated goals, measure overall project achievement, and enable the collaboration to identify and quantify the most successful service methodologies and partnerships. Using ETO data, DHS also will develop customized reports to highlight demographic trends among participating children and families (potentially signaling disparities or cultural relevance). It is important to note that, through the existing strategic planning process, the Bexar CARES partners have overcome all barriers to sharing participant-level data while maintaining confidentiality.

Finally, DHS and CHCS will compare service costs and child and family outcomes to verify long-term cost benefit and return on investment. This information will be essential to sustainability. DHS and CHCS have proven methodologies for successfully securing continuation funding for cost-effective projects. For example, DHS serves as a primary stakeholder and funder of the City's nationally renowned homeless campus, Haven for Hope. In addition to funding program services, the City played an integral role in concept development, including the completion of cost studies that verified the efficacy and efficiency of providing coordinated, co-located services and variable housing options to reduce homelessness and the costs to public and private systems. This information, which demonstrated savings in jail, hospital and municipal operating costs, has stimulated significant investment in Haven for Hope, including: $4M from local utilities; $11M from Bexar County; $9.5M from the State of Texas; and $54.8M in private philanthropy. This same approach will be applied with Bexar CARES.

Data-driven quality improvement. Aggregated ETO data will give DHS and CHCS staff the capacity to highlight demographic trends among participating children and families. This information will be reviewed monthly to identify potential access barriers and disparities. Identified trends (two months of access drop-off by one or more racial or ethnic groups) will require a corrective action plan from the Project Director within five working days. DHS will train and re-train referring partners to ensure appropriate referrals to Bexar CARES' single point of entry (Children's Mental Health Campus). DHS and CHCS will develop the referral process and will strategize and recommend corrective action when needed.

Data used for project management. DHS, on behalf of Bexar CARES has created a three part CQI process to monitor: a) individual case planning and outcomes for children and families; b) policy and program development; and, c) program evaluation, performance measurement and the identification of issues (access barriers or other disparities) requiring remediation. The purpose of all CQI activities is to: support informed decision-making by staff and Council members; identify gaps in programming; safeguard the undesirable publication of child and family-owned information; maintain accountability at all levels and among all partners; ensure fidelity to evidence-based practices; measure outcomes; identify training needs by collaborators or staff; and, monitor adherence to ethical standards or protection of human subjects involved with the project. DHS and CHCS will assemble an ad hoc CQI Work Group, made up of members from the Executive, Governance and Family Councils, and will seek their guidance in interpreting semi-annual data reports and recommending policy and procedural changes after data review.

A key contribution of the CQI process will be to assist new partners in moving from services provided in isolation to full collaboration with the public systems and their peers. DHS and CHCS will guide the partners in weaving the pieces together and enabling seamless resource integration, facilitated by a data sharing platform that all partners contribute to and access. DHS and CHCS have significant experience pooling and sharing information without breaching HIPAA and FERPA privacy barriers and will create a centralized data warehouse capable of tracking impact and costs at the child, family, and project levels. United Way will administer (pre and post referral) the population-based Early Development Instrument with all children referred by PreK4SA or Head Start, which will enable Bexar CARES to verify improvements to school readiness among children served. DHS and CHCS will establish a process by which referring agencies complete EDI and integrate its data into the Bexar CARES outcome verification process. ETO also has real-time data analysis capabilities and DHS, on behalf of all Bexar CARES collaborators, will monitor incoming information and share critical elements with the Councils (quarterly) and partners (immediately) as part of the CQI process.

The degree to which each partner is equipped for data-driven decision making and problem solving varies. For example, most large public systems tend to view data as merely for accountability and compliance purposes and must shift their focus to seeing this information as essential for relationship building, CQI, and the celebration of accomplishments, critical to sustaining family investment. Similarly, youth and family members may not be accustomed to analyzing program data and may be unfamiliar with the terminology. However, Bexar CARES' experiences with youth and families clearly shows that this culture gap can be rapidly bridged by explaining the value of the data and using more universally understood terms, both of which will occur during planned CQI processes. The involvement of youth and families in CQI also will help avert the negative impact of behavioral health disparities. What better source than persons with lived experience to recognize and draw attention to disparities, analyze the quality, accessibility, and outcomes of mental health care for various consumers, and identify social determinants (e.g., employment, income) that can influence mental health and access to care?

Process and outcome information. DHS and CHCS will jointly produce semi-annual reports of project performance and impact, and these will be distributed to all staff and Council members. Recaps will be broadly disseminated to the general public via social media. This approach will build awareness of the CQI process and its value among staff and the Councils while supporting sustainability among a wide audience of stakeholders and citizens.

[i] U.S. Census Bureau. American Fact Finder. www.quickfacts.census.gov.
[ii] Texas Association of Counties. www.txcip.org/tac/census/profile.php?FIPS=48029
[iii] Ibid.
[iv] Texas State Demographer. http://txsdc.utsa.edu/Resources/Presentations/OSD/2012/2012_05_02_Leadership_SA.
[v] Texas Association of Counties. www.txcip.org/tac/census/profile.php?FIPS=48029
[vi] Ibid.
[vii] Texas State Demographer. http://txsdc.utsa.edu/Resources/Presentations/OSD/2012/2012_05_02_Leadership_SA.pdf
[viii] Wulczyn, F., Ernst, M., & Fisher, P. (2011). Who are the infants in out-of-home care? An epidemiological and developmental snapshot. Chapin Hall Issue Brief. Retrieved from http://www.chapinhall.org/sites/default/files/publications/06_08_11_Issue%20Brief_F_1.pdf

[ix] Center for Public Policy Priorities. http://www.cppp.org/sotc/pdf/TKC2012_Final_1-page_view.pdf
[x] Science Daily. http://www.sciencedaily.com/releases/2006/02/060206171449.htm
[xi] Texas Education Agency. Special Education Databook. http://tuna.tea.state.tx.us/Tea.DataBook.Web/Forms/Default.aspx?package=spears%20speced%20enrollment%20cube&report=DemogDisability
[xii] Ibid.
[xiii] Ibid.
[xiv] U.S. Department of Health and Human Services. (2001). Mental Health: Culture, Race, and Ethnicity-A Supplement to Mental Health: A Report of the Surgeon General-Executive Summary. Rockville, MD: U.S. Department of Health and Human Services, Public Health Service, Office of the Surgeon General. http://www.mentalhealth.samhsa.gov/cre/toc.asp
[xv] http://www.marketingcharts.com/wp/topics/demographics/hispanics-were-not-the-fastest-growing-minority-group-last-year-35246/attachment/census-us-minority-population-in-2012-july2013/
[xvi] Pew Research. Hispanic Trends Project, August 2013. http://www.pewhispanic.org/

[xvii] Clarity Child Guidance Center, Bexar County. August 2013. Compiled for the Regional Health Partnership as part of an 1115 Waiver Project.
[xviii] Bexar County Community Plan 2010-12, Approved by Bexar County Commissioners Court
[xix] Alamo Area Council of Governments. Bexar County Community Plan 2007-08. October 2007.
[xx] Mental Health Association of Texas. "Children and Families Suffer Because of Unmet Need for Mental Health Services". Revised 3/13/03.
[xxi] Walker, J, Aue, N, Sather, A, Bruns, E. National Wraparound Initiative and the Wraparound Evaluation and Research Team. University of Washington. "Assessing Support for Wraparound Implementation: Results of the *Community Support for Wraparound Inventory* for Bexar Cares, Texas."

[xxii] Prevention Training and Technical Assistance. http://captus.samhsa.gov. SAMHSA's CAPT Supports Michigan's New Model of Care. May 2012.
[xxiii] Report on House Bill 1232 Local Behavioral Health Pilot Project, December 2012. Completed by the Center for Health Care Services.
[xxiv] Pediatrics, June 2013. American Academy of Pediatrics. *Health and Mental Health Needs of Children in U.S. Military Families*.
[xxv] Miles, J., Espiritu, R.C., Horen, N., Sebian, J., & Waetzig, E. (2010). A Public Health Approach to Children's Mental Health: A Conceptual Framework: Expanded Executive Summary. Washington, DC: Georgetown University Center for Child and Human Development, National Technical Assistance Center for Children's Mental Health.

**WITNESSETH:**

**HIPAA BUSINESS ASSOCIATE AGREEMENT**

**This HIPAA Business Associate Agreement** is entered into by and between the City of San Antonio ("Covered Entity") and the Bexar County Board of Trustees for Mental Health Mental Retardation Services d/b/a The Center for Health Care Services, a Business Associate ("BA").

WHEREAS, the City of San Antonio and BA have entered into an Agreement ("Service Contract"), for the Bexar CARES Program, to expand and improve system of care for children with serious emotional disturbances, effective September 30, 2016; and

WHEREAS, Covered Entity and BA may need to use, disclose and/or make available certain information pursuant to the terms of the Service Contract, some of which may constitute Protected Health Information ("PHI"); and

WHEREAS, Covered Entity and BA intend to protect the privacy and provide for the security of PHI disclosed to each other pursuant to the Service Contract in compliance with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") and regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations"), Health Information Technology for Economic and Clinical Health Act ("HITECH Act") and other applicable laws; and

WHEREAS, the purpose of this Agreement is to satisfy certain standards and requirements of HIPAA and the HIPAA Regulations, including, but not limited to, Title 45, Section 164.504(e) of the Code of Federal Regulations ("C.F.R."), as the same may be amended from time to time;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

A. Definitions. For the purposes of this Agreement, the following terms have the meanings ascribed to them:

(1) "Disclosure" with respect to PHI, shall mean the release, transfer, provision of access to or divulging in any other manner of PHI outside the entity holding the PHI.

(2) "Individual" shall have the same meaning as the term "Individual" in 45 C.F.R. 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. 164.502(g).

(3) "Parties" shall mean Covered Entity and BA. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103.

(4) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and Part 164, subparts A and E.

(5) "Security Rule" shall mean the HIPAA regulation that is codified at 45 C.F.R. Part 164.

(6) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. 164.501, limited to the information created or received by BA from or on behalf of Covered Entity. PHI includes "Electronic Protected Health Information" or "EPHI" and shall have the meaning given to such term under the HIPAA Rule, including but not limited to 45 CFR Parts 160, 162, 164, and under HITECH.

(7) "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.

(8) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(9) "PHI Breach" shall mean an acquisition, access, use, or disclosure of PHI in a manner not permitted by the Privacy Rules and such action compromises the security or privacy of the PHI.

(10) The Health Information Technology for Economic and Clinical Health ("HITECH") Act shall mean Division A, Title XII of the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5).

B. BA Obligations and Activities. BA agrees that it shall:

(1) Not use or disclose the PHI other than as permitted or required by this Agreement or as Required by Law;

(2) Establish and maintain appropriate administrative, physical, and technical safeguards that reasonably and appropriately protect, consistent with the services provided under this Agreement, the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of covered entity;

(3) Mitigate, to the extent practicable, any harmful effect that is known to BA of a use or disclosure of PHI by BA in violation of the requirements of this Agreement;

(4) Report to Covered Entity any use or disclosure of PHI of which BA is aware or becomes aware that is not provided for or allowed by this Agreement as well as any security incident that BA becomes of aware of;

(5) Ensure that a business associate agreement is in place with any of its agents or subcontractors with which BA does business and to whom it provides PHI received from, created or received by BA on behalf of Covered Entity are aware of and agree to the same restrictions and conditions that apply through this Agreement to BA with respect to such information, and further agree to implement reasonable and appropriate administrative, physical and technical safeguards that render such PHI unusable, unreadable and indecipherable to individuals unauthorized to acquire or otherwise have access to such PHI;

(6) Provide access, at the request of Covered Entity, and in a reasonable time and manner as agreed by the Parties, to PHI in a Designated Record Set to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements 45 C.F.R. §164.524;

(7) Make any amendment(s) to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. 164.526 at the request of the Covered Entity or an Individual, and in a reasonable time and manner agreed to by the Parties;

(8) Make available to the Covered Entity or to the Secretary of the U.S. Department of Health and Human Services all internal practices, books and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by the BA on behalf of the Covered Entity, for purposes of the Secretary of the U.S. Department of Health and Human Services in determining Covered Entity's compliance with the Privacy Rule;

(9) Document such disclosures of PHI, and information related to such disclosures, as would be required for Covered Entity to respond to a request from an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528;

(10) Provide Covered Entity or an Individual, in a reasonable time and manner as agreed to by the Parties, information collected in accordance with Section B(9) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. 164.528;

(11) Will immediately, and in no event later than three days from discovery, notify Covered Entity of any breach of PHI, including ePHI, and will coordinate with Covered Entity to identify, record, investigate, and report to an affected individual and US Department of Health and Human Services, as required, any covered PHI breach. Breach notification to Covered Entity must include: names of individuals with contact information for those who were or may have been impacted by the HIPAA Breach; a brief description of the circumstances of the HIPAA Breach, including the date of the breach and date of discover; a description of the types of unsecured PHI involved in the breach; a brief description of what the BA has done or is doing to investigate the breach and mitigate harm. BA will appoint a breach liaison and provide contact information to provide information and answer questions Covered Entity may have concerning the breach;

(12) Comply with all HIPAA Security Rule requirements;

(13) Comply with the provisions of HIPAA Privacy Rule for any obligation Covered Entity delegates to BA;

(14) Under no circumstances may BA sell PHI in such a way as to violate Texas Health and Safety Code, Chapter 181.153, effective September 1, 2012, nor shall BA use PHI for marketing purposes in such a manner as to violate Texas Health and Safety Code Section 181.152, or attempt to re-identify any information in violation of Texas Health and Safety Code Section 181.151, regardless of whether such action is on behalf of or permitted by the Covered Entity.

C. Permitted Uses and Disclosures by BA

(1) Except as otherwise limited in this Agreement, BA may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Service Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(2) Except as otherwise limited in this Agreement, BA may disclose PHI for the proper management and administration of the BA, provided that disclosures are Required By Law, or BA obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the BA of any instances of which it is aware in which the confidentiality of the information has been breached.

(3) Except as otherwise limited in this Agreement, BA may use PHI to provide Data Aggregation Services to Covered Entity as permitted by 45 C.F.R. 164.504(e)(2)(i)(B).

(4) BA may use PHI to report violations of law to appropriate Federal and State authorities, consistent with 45 C.F.R. 502(j)(1).

D. Obligations of Covered Entity. Covered Entity shall inform BA of its privacy practices and restrictions as follows. Covered Entity shall:

(1) notify BA of any limitations in its notice of privacy practices in accordance with 45 C.F.R. 164.520, to the extent that such limitation may affect BA's use or disclosure of PHI;

(2) notify BA of any changes in, or revocation of, permission by any Individual to use or disclose PHI, to the extent that such changes may affect BA's use or disclosure of PHI;

(3) notify BA of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. 164.522 to the extent that such changes may affect BA's use or disclosure of PHI.

(4) coordinate with BA regarding any PHI breach and make timely notification to affected individuals within 60 days of discovery.

E. Permissible Requests by Covered Entity.

Covered Entity shall not request BA to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by Covered Entity, except that the Business Associate may use or disclose PHI for data aggregation or management and administrative activities of the BA.

F. Term and Termination.

(1) The term of this Agreement shall commence on the date on contract start date of September 30, 2016. This Agreement shall terminate when all PHI encompassed by this Agreement is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy the PHI, protections are extended to such information in accordance with the termination provisions in this Section.

(2) Termination for Cause. Upon Covered Entity's knowledge of a material breach by BA, Covered Entity shall either (a) provide an opportunity for BA to cure the breach in accordance with the terms of the Service Contract or, if the BA does not cure the breach or end the violation within the time for cure specified in the Service Contract, end the violation and terminate this Agreement and the Contract; or (b) immediately terminate this Agreement and the Service Contract if BA has breached a material term of this Agreement and cure is not possible. If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary of the U.S. Department of Health and Human Services.

(3) Effect of Termination.

(a) Except as provided below in paragraph (b) of this Section F(3), upon termination of this Agreement for any reason, BA shall return or destroy all PHI received from the Covered Entity, or created or received by BA on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of BA or its subcontractors or agents. BA shall not retain any copies of PHI.

(b) In the event that BA determines that returning or destroying PHI is infeasible, BA shall provide to Covered Entity written notification of the condition that makes the return or destruction of PHI infeasible. Upon BA's conveyance of such written notification, BA shall extend the protections of this Agreement to such PHI and limit further uses and disclosures of such PHI to those purposes that make its return or destruction infeasible, for so long as BA maintains such PHI.

(4) Notwithstanding any other provision under this Agreement, the Parties agree that the Service Contract may be terminated by either Party without penalty should the other Party violate a material obligation under this Agreement.

G. Amendment to Comply with Law. The Parties agree to take written action as is necessary to amend this Agreement to comply with any Privacy Rules and HIPAA legal requirements for Covered Entity without the need for additional council action.

H. Survival. The respective rights and obligations of the BA under Sections B, C (2) and (4), and F(3) shall survive the termination of this Agreement.

I. Interpretation. Any ambiguity in this Agreement shall be interpreted to permit Covered Entity to comply with the Privacy Rule.

J. Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or amended.

K. No Third Party Beneficiaries. Nothing express or implied in this Agreement is intended to confer, nor shall anything herein confer upon any person other than Covered Entity, BA, and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

L. ***INDEMNIFICATION. BA WILL INDEMNIFY, DEFEND AND HOLD COVERED ENTITY AND ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS HARMLESS, FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, COSTS AND EXPENSES ARISING OUT OF OR RELATED TO ANY THIRD-PARTY CLAIM BASED UPON ANY BREACH OF THIS AGREEMENT BY BA IN ACCORDANCE WITH THE INDEMNITY PROVISIONS IN THE SERVICE AGREEMENTS, WHICH ARE HEREBY INCORPORATED BY REFERENCE FOR ALL PURPOSES.***

M. **Reimbursement.** BA will reimburse Covered Entity for reasonable costs incurred responding to a PHI breach by BA or any of BA's subcontractors.

N. **Waiver.** No provision of this Agreement or any breach thereof shall be deemed waived unless such waiver is in writing and signed by the party claimed to have waived such provision or breach. No waiver of a breach shall constitute a waiver of or excuse any different or subsequent breach.

O. **Assignment.** Neither party may assign (whether by operation or law or otherwise) any of its rights or delegate or subcontract any of its obligations under this Agreement without the prior written consent of the other party. Notwithstanding the foregoing, Covered Entity shall have the right to assign its rights and obligations hereunder to any entity that is an affiliate or successor of Covered Entity, without the prior approval of Business Associate.

P. **Entire Agreement.** This Agreement constitutes the complete agreement between Business Associate and Covered Entity relating to the matters specified in this Agreement, and supersedes all prior representations or agreements, whether oral or written, with respect to such matters. In the event of any conflict between the terms of this Agreement and the terms of the Service Contracts or any such later agreement(s), the terms of this Agreement shall control unless the terms of such Service Contract comply with the Privacy Standards and the Security Standards. No oral modification or waiver of any of the provisions of this Agreement shall be binding on either party. This Agreement is for the benefit of, and shall be binding upon the parties, their affiliates and respective successors and assigns. No third party shall be considered a third-party beneficiary under this Agreement, nor shall any third party have any rights as a result of this Agreement.

Q. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Texas.

**EXECUTED** this _____ day of _____, _____.

**COVERED ENTITY**
**City of San Antonio**

_____
Melody Woosley, Director
Department of Human Services

_____
Date

**BUSINESS ASSOCIATE:**
**Bexar County Board of Trustees for Mental Health Mental Retardation Services d/b/a The Center for Health Care Services**

_____
Leon Evans, President CEO

_____
Date

APPROVED AS TO FORM:

_____
Assistant City Attorney