

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PENINSULA FAMILY SERVICE

This Agreement is entered into this _____ day of _____, 2024, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Peninsula Family Service, hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of developing and maintaining a bilingual/bicultural Older Adult Peer Counseling Program which provides volunteer counseling to older adults in San Mateo County and Help@Hand Peer-led Outreach and Engagement support.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Services
Exhibit B—Payments and Rates
Attachment E—Fingerprinting Certification
Attachment H—HIPAA Business Associate Requirements
Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed ONE MILLION FOUR HUNDRED FIFTY-SEVEN THOUSAND ONE HUNDRED NINETY DOLLARS (\$1,457,190). In the event

that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from April 1, 2024 through June 30, 2026.

5. Termination

This Agreement may be terminated by Contractor or by the Chief of San Mateo County Health or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

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

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County

from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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

9. Assignability and Subcontracting

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

automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

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

(b) Professional Liability..... \$1,000,000

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

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

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

13. Anti-Harassment Clause

Employees of Contractor and County shall not harass (sexually or otherwise) or bully or discriminate against each other's employee on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information. Any misconduct by Contractor's employees towards County employees may be grounds for termination of the Contract. Contractor shall timely address any allegations of their employee's misconduct by a County employee including immediately removing that employee from work on the Contract.

14. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's

requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

15. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

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

16. Merger Clause; Amendments

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

17. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

18. Notices

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

In the case of County, to:

Name/Title: Mariana Rocha, Clinical Services Manager II
Address: 2000 Alameda De Las Pulgas, Suite 200 San Mateo, CA
Telephone: 650-573-2538
Facsimile: 650-522-9830
Email: mrocha@smcgov.org

In the case of Contractor, to:

Name/Title: Charles Hansen / Chief Programs Officer
Address: 24 Second Ave., San Mateo, CA 94401
Telephone: 650-403-4300
Facsimile: 650-403-4303
Email: chansen@pfso.org

19. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

20. Payment of Permits/Licenses

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

* * *

In witness of and in agreement with this Agreement's terms, the parties, by their duly authorized representatives, affix their respective signatures:

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Peninsula Family Service

DocuSigned by:

B45A6F3686FE4E0
Contractor's Signature

Date: 02/23/2024

EXHIBIT A – SERVICES
PENINSULA FAMILY SERVICE
FY 2023 - 2026

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

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

I. Older Adult Peer Counseling Services Program

The goals of this program are: 1) to improve the ability of ethnically and culturally diverse communities of older adults in all areas of the San Mateo County to live in community-based settings and to have the highest possible quality of life; and 2) to ensure access to Older Adult Peer Counseling services for older adults in every area of the County and to the diverse ethnic/cultural groups in the County. These goals will be achieved by developing a broad culturally/linguistically diverse volunteer network. Contractor will maintain and expand the Older Adult Peer Counseling Program with a focus on serving older adults from unserved/underserved populations and geographical areas in the County.

A. Target Populations

The target population for these services includes older adults experiencing mental health issues such as depression or anxiety which impact their functioning and overall quality of life. The focus of these services will be on serving clients from the following cultural backgrounds or groups: Chinese, Pacific Islander, Filipino, and other Asian, Latino/Spanish-speaking, African American and Lesbian/Gay/Bisexual /Transgender (LGBT).

B. Target Geographical Areas

The focus of these services will include services to older adults experiencing mental health needs in geographically isolated areas: Coast side, North County, and South County.

C. Outcomes

Contractor shall achieve the following program outcomes.

1. Recruit a minimum of sixty-seven (67) new Older Adult Peer Counselor volunteers who reflect the diversity of target populations.

2. A minimum of forty (40) new Older Adult Peer Counselor volunteers will be trained and complete a six (6) week Older Adult Peer Counselor volunteer training. A minimum of three (3) trainings consisting of two (2) trainings provided in English, with breakout sessions addressing more complex clinical issues provided in Chinese Language as needed, and one (1) in Spanish. Volunteers shall reflect the diversity of San Mateo County, particularly the target populations. Of the new recruits ten (10) will pilot a new program to provide one to one service every other week to reduce the waiting list and serve more clients.
3. Have a minimum of ninety (90) trained and active Older Adult Peer Counselors in the program who reflect the diversity of San Mateo County's underserved populations of older adults, specifically the target populations. An active volunteer is defined as someone who has successfully completed the Older Adult Peer Counseling six (6) week training program and who has provided face-to-face older adult peer counseling services to a client in the last ninety (90) days.
4. Expand the Older Adult Peer Counseling Program to serve one hundred ninety-three (193) new, unduplicated clients, for a total number of four hundred seventy-two (472) active clients. An active client is defined as an individual who has received face-to-face services from an Older Adult peer counselor in the last ninety (90) days. Clients will primarily represent the target populations.

D. Services to be Provided

Administrative and program management services will be provided to expand the Older Adult Peer Counseling Program and support its continued operation. Services include volunteer and client recruitment, volunteer employment, volunteer training and supervision, and data collection services. Direct services to older adults with mental health issues will be provided by the volunteer Older Adult Peer Counselors. Services will be provided through one-to-one home visits and community-based support group meetings, offering emotional support, guidance, and resource linkage to older adults in San Mateo County.

1. Recruitment of sixty-seven (67) new Older Adult Peer Counselor Volunteers:
 - a. Continue developing LGBT focused component of Older Adult Peer Counseling Program.

- b. Implement recruitment strategies ensuring outreach is made to the priority population groups.
 - c. Revise volunteer selection criteria and screening tools as appropriate.
 - d. Continue to actively recruit Older Adult Peer Counselor Volunteers.
 - e. Provide regular in-service training for Older Adult Peer Counseling Volunteers.
 - f. Option to plan and host a yearly Older Adult Peer Counseling recognition event and annual party.
2. Train at least forty (40) new Older Adult Peer Counselor Volunteers through conducting three (3) six (6) week Older Adult Peer Counselor Volunteer Trainings. Trainings will be presented in a fashion to reflect the needs of the volunteers and will include one training provided in Spanish and one training provided in Chinese Language as needed.
- a. Provide ongoing training for all Program Coordinators.
 - b. Review training materials and ensure training materials are appropriate to meet the needs of the volunteers.
 - c. Translate any new training materials as is appropriate to meet the needs of the volunteers to be trained.
 - d. Hold a minimum of three (3) six (6) week Older Adult Peer Counselor Volunteer trainings (consisting of two (2) provided in English, with breakout sessions addressing more complex clinical issues provided in Chinese Language as needed, and one (1) in Spanish) with between eight (8) – twelve (12) people in each training.
- Trainings will be presented in a fashion to reflect the needs of the of the volunteers and will include one (1) training provided in Spanish and one (1) training provided in the Chinese Language as needed.
3. Provide and meet all volunteer employment requirements related to confidentiality and certification of volunteers to work with dependent older adults including HIPAA training, fingerprinting of volunteers.

4. Expand the current Older Adult Peer Counseling Services Program to provide services to a total of one hundred ninety-three (193) new, unduplicated clients for a total number of four hundred seventy-two (472) unduplicated clients.
 - a. Assess the ability of the current Older Adult Peer Counseling Program to increase the number of clients being seen and develop strategies to increase capacity.
 - b. Develop strategies to recruit clients into program, particularly reaching out to the un/underserved population groups and underserved geographical areas.
 - c. Implement outreach and recruitment strategies.
 - d. Maintain supervision structure that meets the needs for cultural and geographic area.
 - e. Explore options for providing group services to homebound older adults.

5. Older Adult Peer Counseling Services

Provide volunteer older adult peer counseling services to clients including one-to-one home visits, community-based support group meetings, and social events (group and individual). Older adult peer counseling service will include providing linkages which address mental health, medical, daily living, and socialization needs.

E. Telehealth Services

1. Telehealth Services

If services must be given remotely because face-to-face is not an option, Contractor will provide telehealth treatment services using HIPAA compliant videoconferencing technology (such as Doxy.me, Zoom Health, Microsoft Teams, etc.) or by teleconference. If the transition to telehealth services cannot be performed, Contractor will notify the BHRS Program Manager to develop alternatives to providing deliverables and/or cancelation of services if a solution cannot be reached.

2. Contractor will complete a Telehealth Informed Consent form for each client provided Telehealth services. The consent form will include the expected term or duration of the telehealth services to be

delivered. Contractor will maintain the consent form in the client's file. The consent form will be submitted to BHRS upon request.

F. Staffing

Contractor shall provide administrative, supervisory, and training services necessary to oversee this program. Contractor shall provide staff who give the program the broadest ethnic/cultural and linguistic coverage possible.

G. Data Collection

Contractor will build a database of clients and volunteers, collect and analyze data.

Contractor will collect the following data quarterly throughout the life of the contract and in a final report. Data shall be provided at a total and by individual target populations:

1. Number of recruited Older Adult Peer Counselors;
2. Total number of Older Adult Peer Counselors;
3. Number of new, trained Older Adult Peer Counselors;
4. Total number of trainings held, and the number of people completing each training;
5. Total number of unduplicated clients served;
6. Number of clients receiving individual (one-to-one) services and number of clients receiving group services;
7. Detailed information on groups;
8. Waiting list status/update; and
9. Top referral sources.

II. Help@Hand Peer-led Outreach and Engagement

Help@Hand continues to play a critical role in improving digital mental health literacy for older adults, reducing social isolation and providing access to vital resources, such as telehealth sessions, food and grocery delivery services, transportation services, connecting with loved ones through technology, and more.

Help@Hand will provide devices as well as technology training and education so older adults can stay connected and take advantage of programs that promote positive health and well-being. Staff provide group and one-on-one instruction to older adults in San Mateo County on the use of smart devices and how to access designated computer apps that connect them to a variety of resources.

A. Target Populations

The target population for these services includes older adults, age fifty-five (55) and over, who are at high risk of social isolation, suffer from depression or anxiety, are experiencing grief, or have chronic conditions and mobility issues. Many are socially isolated and live alone; some are members of the LGBTQIA+ community and other marginalized groups throughout San Mateo County.

B. Services to be Provided

1. Contractor will provide administrative and program management services including staff recruitment, training and supervision, community outreach and engagement, and data collection.
2. Contactor will provide Help@Hand Get App-y workshops at sixteen (16) sites across San Mateo County with training materials provided in English, Spanish, and Chinese.
 - a. Host sites for Get App-y will include, but are not limited to, senior housing facilities, senior centers, community recreation centers, adult activity centers, community-based agencies, etc.
 - b. At four (4) of the sixteen (16) sites, a series of technology trainings, called "Tech Sessions," will be provided over the course of six (6) weeks.
 - c. The consecutive "Tech Sessions" will educate older adults on how to set up their device for use; Wi-Fi and Bluetooth connectivity; creating accounts to join virtual meetings and activities; scheduling appointments online; accessing San Mateo County Health services for older adults; using FaceTime and other apps to connect with family members, friends, caregivers, healthcare professionals, community resources and services; and more.
3. Contractor will provide Help@Hand services in English, Spanish, and Mandarin.

- a. There is a high demand for both Mandarin and Cantonese translations and potential participants seeking to enroll in Get App-y workshops.
 - b. A third Peer Support Worker who can serve the Chinese monolingual older adults will be recruited and hired.
- 4. Contractor will identify local third-party tech programs to support the ongoing distribution of devices for Get-Appy workshop participants.
- 5. Contractor will incorporate other mental wellness resources into the Get App-y workshops, including but not limited to the following:
 - a. BHRS ACCESS Call Center
 - b. Star Vista 24/7 Crisis Hotline
 - c. San Mateo County Connect
 - d. Covid-19 Services
 - e. San Mateo County Pride Center
 - f. Aging and Adult Services Hotline
 - g. Daly City Partnership Healthy Aging Response Team (HART)
 - h. Peninsula Family Service
 - i. Senior Coastsiders
 - j. Network of Care
 - k. National Suicide Prevention Lifeline
 - l. Friendly Voices for Older adults
 - m. Uber Move
 - n. Peer Chat Lines as available
 - o. Other resources will be added based on participant interest and needs, as well as the strategic goals and initiatives of BHRS.

C. Staffing

- 1. Contractor shall provide administrative, supervisory, and training services necessary to oversee this program.
- 2. There are three (3) positions required to provide Help@Hand services in the appropriate languages (English, Spanish and Mandarin), all other positions can be included and/or leveraged as needed:
 - a. One (1) Peer Program Specialist to coordinate the outreach and engagement, support services, and other contract activities.

- b. Two (2) bilingual/bicultural Peer Outreach Workers, “Help@Hand Ambassadors” to support outreach and engagement activities.
- 3. Staff will be reflective of the culture and ethnicity of the community served.
- 4. Staff must complete twenty (20) hours of training per calendar year. Training topics will include, but are not limited to, the following:
 - a. HIPPA
 - b. Cultural Humility
 - c. WRAP
 - d. Mental Health First Aid
 - e. Group facilitation
 - f. Peer support
 - g. NAMI family to family

D. Outcomes

- 1. 16 Help@Hand Get App-y Workshops in the community.
- 2. At least 200 older adults will attend Help@Hand Get App-y Workshops.
- 3. Educational materials are developed about the Help@Hand resources to specific target populations, including county’s threshold languages if necessary.

E. Data Collection and Reporting

Contractor will track clients, demographics, outreach and engagement conducted and collect and report the following data by August 15 of every year.

- 1. Number and demographics of individuals participating in Get App-y Workshops.
- 2. Description and number of outreach activities (e.g., community presentations or outreach events).
- 3. Total number of people attended other outreach activities.
- 4. Implementation success and challenges

5. Clients stories, with appropriate consent include pictures and/or quotes from the client

III. Health Order Compliance Requirements

Comply with employer requirements established by Cal-OSHA through the COVID -19 Prevention Non-Emergency Regulations which are chaptered in the California Code of Regulations, Title 8-Cal/OSHA, Chapter 4 Division of Industrial Safety, Subchapter 7 General Industry Safety Orders, Section 3205 COVID-19 Prevention.

This section applies to all employees and places of employment with the exception of locations with one employee that does not have contact with other persons, employees working from home, or employees teleworking from a location of the employee's choice, which is not under the control of the employer.

Employers can comply with this section by either maintaining a COVID-19 Plan that was required by previous contract conditions or as part of the required Injury and Illness Prevention Program required by Section 3203.

Employers are required to comply with COVID-19 Prevention requirements of Cal/OSHA.

More information, including access to the text of the regulations, COVID-19 Prevention Plan Templates, Frequently Asked Questions, and Fact Sheets can be found at https://www.dir.ca.gov/dosh/coronavirus/Non_Emergency_Regulations/.

IV. ADMINISTRATIVE REQUIREMENTS

A. Disaster and Emergency Response Plans

CONTRACTOR will develop and maintain a Disaster and Emergency Response Plan ("Emergency Plan") that includes all of the elements set forth in this Section, as well as any additional elements reasonably requested by the County. The Emergency Plan will also include site-Specific emergency response plan(s) for each of the sites at which CONTRACTOR provides services pursuant to this Agreement ("Site Plans"). The Emergency Plan and associated Site Plans will address CONTRACTOR preparations to effectively respond in the immediate aftermath of a national, state or local disaster or emergency ("Emergency Response") and plans for the ongoing continuation of Services under the Agreement during and after a disaster or emergency ("Continuity of Operations").

CONTRACTOR shall submit the Emergency Plan to the County within ninety (90) days after the beginning of the Term of the Agreement and no later than September 30th. The Emergency Plan will follow the template provided in Attachment T: Sample Template for Disaster and Emergency Response Plan as a guide when developing the plan, adding any categories or items as needed for the Contractor's unique situation. The submitted Emergency Plan will be subject to the reasonable approval of the County. CONTRACTOR shall respond reasonably promptly to any comments or requests for revisions that the County provides to CONTRACTOR regarding the Emergency Plan. CONTRACTOR will update the Emergency Plan and associated Site Plans as circumstances warrant and shall provide County with copies of such updated plans. CONTRACTOR shall train employees on the Emergency Plan and the Emergency Plan will include a description of how employees will be trained.

The Emergency Plan will indicate, in as much detail as reasonably possible, the categories of additional staff, supplies, and services that CONTRACTOR projects would be necessary for effective Emergency Response and Continuity of Operations and the costs that the CONTRACTOR projects it would incur for such additional staff, supplies and services. CONTRACTOR shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with, and following direction provided by, the County's Medical Health Operational Area Coordinator (MHOAC). In the event that the CONTRACTOR is required to implement the Emergency Plan during the term of the Agreement, the parties will confer in good faith regarding the additional staff, supplies and services needed to ensure Emergency Response and/or Continuity of Operations owing to the particular nature of the emergency, as well as whether the circumstances warrant additional compensation by the County for additional staff, supplies and services needed for such Emergency Response and/or Continuity of Operations.

CONTRACTOR shall reasonably cooperate with the County in complying with processes and requirements that may be imposed by State and Federal agencies (including, but not limited to the California Governor's Office of Emergency Services and the Federal Emergency Management Agency) in connection with reimbursement for emergency/disaster related expenditures.

In a declared national, state or local disaster or emergency, CONTRACTOR and its employees will be expected to perform services as set forth in the Agreement, including in the area of Emergency Response and Continuity of Operations, as set forth in the Emergency Plan and each Site Plan. CONTRACTOR shall ensure that all of its employees are notified, in writing, that they will be expected to perform services consistent with the Emergency Plan and each Site Plan.

B. Quality Management and Compliance

1. Record Retention

Paragraph 14 of the Agreement notwithstanding, Contractor shall maintain service records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain service records for a period of seven (7) years. This rule does not supersede professional standards. Contractor may maintain records for a longer period of time if required by other regulations or licenses.

2. Documentation of Services

Contractor shall provide all pertinent documentation required for state and federal reimbursement including but not limited to Consent Forms, assessments, treatment plans, and progress notes. Contractor agencies must submit, via fax to Quality Management at 650-525-1762, their version of these forms for approval before the forms are to be used. Special attention must be paid to documentation requirements for residential treatment facilities. Documentation shall be completed in compliance with the BHRS Policies & Documentation Manuals (as defined in Paragraph II. of this Exhibit). Contractor agencies are required to provide and maintain record of regular documentation training to staff providing direct services. Proof of trainings including attendance by staff may be requested at any time during the term of this Agreement.

System of Care (SOC) Mental Health Providers shall document in accordance with the BHRS Mental Health & AOD Documentation Manual located online at:
<https://www.smchealth.org/sites/main/files/file-attachments/bhrsdocmanual.pdf>

SOC contractor will utilize either documentation forms located on <http://smchealth.org/SOCMHContractors> or contractor's own forms that have been pre-approved.

3. Audits

Behavioral Health and Recovery Services QM will conduct regular chart audits of Contractors. Contractor is required to provide either the original or copies of charts, including all documentation upon request. The Department of Health Care Services and other regulatory agencies conduct regular audits of the clinical services provided by BHRS and Contractors requiring submission of charts as requested. Contractor is required to provide all necessary documentation for external audits and reviews within the stated timeline.

4. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

Contractor agrees to administer/utilize any and all survey instruments as directed by BHRS, including outcomes and satisfaction measurement instruments.

b. Beneficiary/Patient's Rights

Contractor will comply with County policies and procedures relating to beneficiary/patient's rights and responsibilities as referenced in the Agreement.

c. Advance Directives

Contractor will comply with County policies and procedures relating to advance directives.

5. Compliance with HIPAA, Confidentiality Laws, and PHI Security

- a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of

confidential PHI to BHRS Quality Management within twenty-four (24) hours.

b. Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.

c. Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:

- 1) Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;
- 2) Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and
- 3) Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.

d. Confidentiality Training

Contractor is required to conduct, complete and maintain record of annual confidentiality training by all staff serving or accessing PHI of BHRS clients. Contractor may utilize BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

6. Other Required Training

Contractor will complete and maintain a record of annual required trainings. The following trainings must be completed on an initial and then annual basis:

- a. HIPAA
- b. Compliance
- c. Fraud, Waste, and Abuse
- d. Critical Incident Management

- e. Cultural Humility
- f. Interpreter training (if using interpreter services)

Trainings may be offered through the County's Learning Management System (LMS) located at: <https://sanmateocounty.csod.com/selfreg/register.aspx?c=bhresp01>. Contractor must register on the LMS site to access the training modules. Proof of training, such as certificate of completion, may be requested at any time during the term of this Agreement.

7. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management on the same day of the incident or within 24 hours when there are unusual events, accidents, errors, violence or significant injuries requiring medical treatment for clients, staff or members of the community. (Policy #93-11 and 45 C.F.R. § 164, subpart C, in compliance with 45 C.F.R. § 164.316.)

The incident reports are confidential however discussion may occur with the Contractor regarding future prevention efforts to reduce the likelihood of recurrence. Contractor is required to participate in all activities related to the resolution of critical incidents, including but not limited to participation in quality improvement meetings, provision of all information requested by the County relevant to the incident, and Contractor staff cooperation.

8. Ineligible Employees

BHRS Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRS Quality Management if an employee's license is not current or is not in good standing and must submit a plan to correct to address the matter.

9. Compliance Plan and Code of Conduct

Contractor will annually read and be knowledgeable of the compliance principles contained in the BHRS Compliance Plan and Code of Conduct located at <http://smchealth.org/bhrs-documents>. In addition, Contractor will assure that Contractor's workforce is aware of compliance mandates and informed of the existence and use of the BHRS Compliance Improvement Hotline (650) 573-2695.

Contractor is required to conduct, complete and maintain record of annual compliance training by all staff serving or accessing PHI of BHRS clients. Contractor may utilize BHRS Confidentiality trainings located at <http://smchealth.org/bhrs/providers/ontrain>.

10. Fingerprint Compliance

Contractor certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom the Contractor's employees, trainees and/or its subcontractors, assignees, or volunteers have contact. Contractor shall have a screening process in place to ensure that employees who have positive fingerprints shall:

1. Adhere to CCR Title 9 Section 13060 (Code of Conduct) when providing services to individuals with whom they have contact as a part of their employment with the contractor; OR
2. Obtain an exemption from Community Care Licensing allowing the employee to provide services to individuals with whom they have contact as a part of their employment with the contractor.

A certificate of fingerprinting certification is attached hereto and incorporated by reference herein as Attachment E.

11. Minimum Staffing Requirements

Contractor shall have on file job descriptions (including minimum qualifications for employment and duties performed) for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this Agreement. Contractor agrees to submit any material changes in such duties or minimum qualifications to County prior to implementing such changes or employing persons who do not meet the minimum qualifications currently on file. Contractor service personnel shall be direct employees, contractors, volunteers, or training status persons.

C. Cultural Humility

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Office of Diversity & Equity (ODE) at 650-573-2714 or ode@smcgov.org.

1. Contractor will submit an annual cultural competence plan that details on-going and future efforts to address the diverse needs of clients, families, and the workforce. This plan will be submitted to the BHRS Analyst/Program Manager and the Office of Diversity & Equity (ODE) by September 30th of the fiscal year.

The annual cultural competence plan will include, but is not limited to the following:

- a. Implementation of policies and practices that are related to promoting diversity and cultural competence, such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance.
 - b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
 - c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender, and sexual orientation in health records to improve service provision and help in planning and implementing CLAS standards.
 - d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services in a culturally and linguistically appropriate manner.)
 - e. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.
2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend a Health Equity Initiative (HEI), including but not limited to the Diversity &

Equity Council (DEC), for the term of the Agreement. Participation in an HEI/DEC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more information about the HEI/DEC, and other cultural competence efforts within BHRS, contact ODE or visit <https://www.smchealth.org/health-equity-initiatives>.

3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If Contractor is unable to provide services in those languages, Contractor is expected to contact their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact ODE.
4. Contractor will translate relevant and appropriate behavioral health-related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS-sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to ODE by March 31st, copies of Contractor's health-related materials in English and as translated.
5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager and ODE (ode@smcgov.org) to plan for appropriate technical assistance.

III. GOALS AND OBJECTIVES

Contractor shall ensure that the following outcome objectives are pursued throughout the term of this Agreement:

Goal 1: The overall goal of this program is to improve the ability of the ethnically and culturally diverse communities of older adults in San Mateo County to live in community-based settings and to have the highest possible quality of life.

Objective 1: Contractor shall recruit, maintain, and train at least forty 40 new Older Adult Peer Counselor volunteers in the six (6) week Older Adult Peer Counselor volunteer training course who reflect the diversity of target populations by June 30, 2025.

Objective 2: Contractor shall expand the current Older Adult Peer Counseling Program to serve an additional one hundred ninety-three (193) new, unduplicated clients, for a total number of four hundred seventy-two (472) clients by June 30, 2025. A specific emphasis will be placed on increasing the number of clients from target populations and underserved geographical areas.

Objective 3: Contractor shall conduct annual client satisfaction surveys and annual peer counselor satisfaction surveys to measure the following:

- a. Minimum percentage of clients who rate service as good or better – target of 90%
- b. Minimum percentage of older adult peer counselors who rate training as beneficial – target of 90%.

Goal 2: To enhance clients' satisfaction with the services provided.

Objective 1: At least ninety percent (90%) of customer survey respondents will rate services as good or better.

Objective 2: At least ninety percent (90%) of clients shall rate services as satisfactory.

*** END OF EXHIBIT A ***

EXHIBIT B – PAYMENTS AND RATES
PENINSULA FAMILY SERVICE
FY 2023 – 2026

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

I. PAYMENTS

In full consideration of the services provided by Contractor under this Agreement and subject to the provisions of Paragraph 3 of this Agreement, County shall pay Contractor in the manner described below:

A. Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed the amount stated in Paragraph 3 of this Agreement. Furthermore, County shall not pay or be obligated to pay more than the amounts listed below for each component of service required under this Agreement.

In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed ONE MILLION FOUR HUNDRED FIFTY-SEVEN THOUSAND ONE HUNDRED NINETY DOLLARS (\$1,457,190) for the term of the agreement.

B. Older Adult Peer Counseling Services

Contractor shall be reimbursed up to a total of EIGHT HUNDRED SIXTY-THREE THOUSAND THREE HUNDRED SEVENTY-NINE DOLLARS (\$863,379) for Older Adult Peer Counseling Services as described in Paragraph I of Exhibit A, for the term of the agreement.

1. FY 2023-2024

For the term April 1, 2024 through June 30, 2024, Contractor shall be reimbursed the full cost of providing services described in Section I of Exhibit A. Contractor shall submit invoices with a summary of services provided per client as described in section I.I. of this Exhibit B. The monthly payment by County to Contractor shall be one-third (1/3) the maximum amount or THIRTY-ONE THOUSAND NINE HUNDRED SEVENTY-SEVEN DOLLARS (\$31,977), not to exceed NINETY-FIVE THOUSAND NINE HUNDRED THIRTY-ONE DOLLARS (\$95,931).

2. FY 2024-2025

For the term July 1, 2024 through June 30, 2025, Contractor shall be reimbursed the full cost of providing services described in Section I of Exhibit A. Contractor shall submit invoices with a summary of services provided per client as described in section I.I. of this Exhibit B. The monthly payment by County to Contractor shall be one-twelfth (1/12) the maximum amount or THIRTY-ONE THOUSAND NINE HUNDRED SEVENTY-SEVEN DOLLARS (\$31,977), not to exceed THREE HUNDRED EIGHTY-THREE THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$383,724).

3. FY 2025-2026

For the term July 1, 2025 through June 30, 2026, Contractor shall be reimbursed the full cost of providing services described in Section I of Exhibit A. Contractor shall submit invoices with a summary of services provided per client as described in section I.I. of this Exhibit B. The monthly payment by County to Contractor shall be one-twelfth (1/12) the maximum amount or THIRTY-ONE THOUSAND NINE HUNDRED SEVENTY-SEVEN DOLLARS (\$31,977), not to exceed THREE HUNDRED EIGHTY-THREE THOUSAND SEVEN HUNDRED TWENTY-FOUR DOLLARS (\$383,724).

C. Help@Hand Peer-Led Outreach and Engagement

Contractor shall be reimbursed up to a total of FIVE HUNDRED NINETY-THREE THOUSAND EIGHT HUNDRED ELEVEN DOLLARS (\$593,811) for Help@Hand Peer-Led Outreach and Engagement services as described in Paragraph II of Exhibit A, for the term of the agreement.

1. FY 2023-2024

For the term April 1, 2024 through June 30, 2024, for Peer-led Outreach services, the total amount County shall be obligated to pay shall not exceed SIXTY-FIVE THOUSAND NINE HUNDRED SEVENTY-NINE DOLLARS (\$65,979).

Contractor shall be reimbursed the full cost of providing services described in Section I of Exhibit A. Contractor shall bill the County on the 10th workday of the month clearly itemizing expenditures and services delivered the previous month.

2. FY 2024-2025

For the term July 1, 2024 through June 30, 2025, for Peer-led Outreach services, the total amount County shall be obligated to pay shall not exceed TWO SIXTY-THREE THOUSAND NINE HUNDRED SIXTEEN DOLLARS (\$263,916).

Contractor shall be reimbursed the full cost of providing services described in Section I of Exhibit A. Contractor shall bill the County on the 10th workday of the month clearly itemizing expenditures and services delivered the previous month.

3. FY 2025-2026

For the term July 1, 2025 through June 30, 2026, for Peer-led Outreach services, the total amount County shall be obligated to pay shall not exceed TWO SIXTY-THREE THOUSAND NINE HUNDRED SIXTEEN DOLLARS (\$263,916).

Contractor shall be reimbursed the full cost of providing services described in Section I of Exhibit A. Contractor shall bill the County on the 10th workday of the month clearly itemizing expenditures and services delivered the previous month.

- D. Contractor's FY 2023-2026 annual budget is attached and incorporated into this Agreement as *Exhibit C – Contractor Budget*.
- E. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
- F. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms if this Agreement through the end of the contract period without further payment from County.
- G. The Chief of San Mateo County Health or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.
- H. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.

- I. In the event this Agreement is terminated prior to June 30, 2026, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of the Health System or designee.
- J. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.
- K. Monthly Invoice and Payment
 - 1. Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize direct and indirect services (if applicable) for which claim is made.

- a. Direct Services/Claims

Completed Service Reporting Forms or an electronic services file will accompany the invoice and provide back-up detail for the invoiced services. The Service Reporting Forms will be provided by County, or be in a County approved format, and will be completed by Contractor according to the instructions accompanying the Service Reporting Forms. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary. The electronic services file shall be in the County approved Avatar record format.

- b. Indirect Services/Claims

Indirect services (services that are not claimable on the Service Reporting Form or electronically) shall be claimed on the invoice and shall be billed according to the guidelines specified in the contract.

- 3. Payment by County to Contractor shall be monthly. Claims that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Claims that are received 180 days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received.

Claims may be sent to BHRS-Contracts-Unit@smcgov.org OR:

County of San Mateo
Behavioral Health and Recovery Services
Contracts Unit
2000 Alameda de las Pulgas, Suite 280
San Mateo, CA 94403

L. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of San Mateo County Health or designee.

M. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.

N. County May Withhold Payment

Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including assessment and service plans, and progress notes. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the BHRS Quality Improvement Manager. Contractor shall meet quarterly with County contract monitor, as designated by the BHRS Deputy Director, Adult and Older Adults, to review documentation and billing reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies.

O. Inadequate Performance

If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies. This Agreement may be renegotiated, allowed to continue to end of term, or terminated pursuant to Paragraph 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

P. Invoice Certification and Program Integrity

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

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

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

Executed at _____ California, on _____ 20____

Signed _____ Title _____

Agency _____ ”

- Q. Except as provided in Paragraph IV.B.1 of Exhibit A relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

*** END OF EXHIBIT B ***

Exhibit C - Contractor Budget: Peer Counseling Budget Worksheet

San Mateo County Behavioral Health and Recovery Services Budget Worksheet					3 months	Yr. 1	Yr 2	Yr 3
					April 1, 2024- June 30, 2024	FY24-25	FY25-26	
A. Direct Expenditures								
1. Personnel Expenditures								
	a. Employee Salary – list all employees							
	i. Peer Counseling Program Director, \$110,000K, 1FTE, 100% of time				\$ 27,500	\$ 113,300	\$ 116,699	
	ii. Peer Counseling Coordinators, \$62,400, 4FTE, 100% of time				\$ 62,400	\$ 257,088	\$ 264,801	
	iii. Database Coordinator, \$62,402, 1FTE, 100% of time				\$ 15,600	\$ 64,272	\$ 66,200	
	iv. Data & Evaluation Director, \$120,496, 0.2FTE, 20% of time				\$ 6,025	\$ 24,822	\$ 25,567	
	iv. Chief Program Officer, \$193,092, 0.05FTE, 5% of time				\$ 2,414	\$ 9,944	\$ 10,243	
	v. Marketing & Communication Coordinator, \$70,720, 0.15FTE, 15% of time				\$ 2,652	\$ 10,926	\$ 11,254	
	vi. Senior Marketing & Communication Manager, \$103,571, 0.15FTE, 15% of				\$ 3,884	\$ 16,002	\$ 16,482	
	b. Subtotal of all salaries				\$ 120,474	\$ 496,354	\$ 511,245	
	c. Employee Benefits							
	i. Part time benefits							
	ii. Full time benefits (31.6%)				\$ 9,517	\$ 156,848	\$ 161,553	
	iii. Subtotal of benefits				\$ 9,517	\$ 156,848	\$ 161,553	
	d. Subtotal Personnel Expenditures				\$ 129,992	\$ 653,202	\$ 672,798	
2. Operating Expenditures								
	a. Efforts to Outcome (ETO) database 30% of total cost				\$ 2,329	\$ 9,593	\$ 9,881	
	b. Peer Counseling volunteers trainings				\$ 500	\$ 2,060	\$ 2,122	
	c. Peer Counseling volunteers events & recognition				\$ 2,063	\$ 8,498	\$ 8,752	
	d. Staff training & development (ACA BHRS conferences/memberships & other staff				\$ 1,250	\$ 5,150	\$ 5,305	
	e. Peer Counseling group facilitation				\$ 2,130	\$ 8,776	\$ 9,039	
	f. Volunteers' fingerprinting				\$ 500	\$ 2,060	\$ 2,122	
	g. Administrative Expense							
	i. General office supplies (paper, toner, postage, etc.)				\$ 687	\$ 2,828	\$ 2,913	
	ii. Insurance				\$ 726	\$ 2,990	\$ 3,080	
	ii. Telephone/internet				\$ 620	\$ 2,555	\$ 2,632	
	iii. Copier maintenance				\$ 666	\$ 2,743	\$ 2,825	
	h. Mileage				\$ 500	\$ 2,060	\$ 2,122	
	i. Subtotal Operating Expenditures				\$ 11,969	\$ 49,313	\$ 50,793	
3. Total Direct Expenditures					\$ 141,961	\$ 702,516	\$ 723,591	
4. Indirect Expenditures (15%)					\$ 21,294	\$ 105,377	\$ 108,539	
	a. Human Resources							
	b. Finance							
	c. Information Technology							
	d. Legal							
	e. Other -describe							
B. Total Expenditures					\$ 163,255	\$ 807,893	\$ 832,130	
C. Revenues – if applicable					Yr. 1	Yr. 1	Yr. 2	Yr. 3
	a. Grants (\$40K PHD, \$45K SHD, \$40K Starvista)				\$ 31,250	\$ 125,000	\$ 125,000	
	b. Donations				\$ 383	\$ 1,530	\$ 1,530	
	c. Other Revenue (amount to fundraise to cover the gap)				\$ 35,692	\$ 297,639	\$ 321,876	
	Total Revenues				\$ 67,325	\$ 424,169	\$ 448,406	
D. Start-Up Costs (describe in budget narrative)								
	a.							
	b.							
	c.							
	d. Subtotal One-Time Start-Up Costs						N/A	
E. Total Proposed Budget					\$ 95,931	\$ 383,724	\$ 383,724	

Exhibit C - Contractor Budget: Help@Hand Budget Worksheet

San Mateo County Behavioral Health and Recovery Services Budget Worksheet					3 months	Yr. 1	Yr 2	Yr 3
					April 1, 2024- June 30, 2024	FY24-25	FY25-26	
A. Direct Expenditures								
1. Personnel Expenditures								
a. Employee Salary – list all employees								
i. Help@Hand Program Manager, \$83,500K, 1FTE, 100% of time					\$ 20,875	\$ 86,005	\$ 88,585	
ii. Technology Navigator, \$62,400, 3FTE, 100% of time					\$ 46,800	\$ 192,816	\$ 198,600	
iii. Data & Evaluation Director, \$120,496, 0.2FTE, 20% of time					\$ 6,025	\$ 24,822	\$ 25,567	
iv. Chief Program Officer, \$193,092, 0.05FTE, 5% of time					\$ 2,414	\$ 9,944	\$ 10,243	
v. Marketing & Communication Coordinator, \$70,720, 0.05FTE, 5% of time					\$ 884	\$ 3,642	\$ 3,751	
vi. Senior Marketing & Communication Manager, \$103,571, 0.05FTE, 5% of time					\$ 1,295	\$ 5,334	\$ 5,494	
b. Subtotal of all salaries					\$ 78,292	\$ 322,563	\$ 332,240	
c. Employee Benefits								
i. Part time benefits								
ii. Full time benefits (31.6%)					\$ 6,185	\$ 101,930	\$ 104,988	
iii. Subtotal of benefits					\$ 6,185	\$ 101,930	\$ 104,988	
d. Subtotal Personnel Expenditures					\$ 84,477	\$ 424,493	\$ 437,228	
2. Operating Expenditures								
a. Participant device data plans					\$ 3,000	\$ 12,360	\$ 12,731	
b. Tech participant events & recognition					\$ 1,875	\$ 7,725	\$ 7,957	
c. Staff training & development (ACA BHRS conferences/memberships & other staff					\$ 1,250	\$ 5,150	\$ 5,305	
d. Marketing & Materials					\$ 500	\$ 2,060	\$ 2,122	
e. Administrative Expense								
i. General office supplies (paper, toner, postage, etc.)					\$ 568	\$ 2,340	\$ 2,410	
ii. Insurance					\$ 568	\$ 2,340	\$ 2,410	
ii. Telephone/internet					\$ 359	\$ 1,480	\$ 1,525	
iii. Copier maintenance					\$ 160	\$ 2,719	\$ 2,801	
f. Mileage					\$ 500	\$ 2,060	\$ 2,122	
g. Subtotal Operating Expenditures					\$ 8,780	\$ 38,235	\$ 39,382	
3. Total Direct Expenditures					\$ 93,257	\$ 462,728	\$ 476,610	
4. Indirect Expenditures (15%)					\$ 13,989	\$ 69,409	\$ 71,491	
a. Human Resources								
b. Finance								
c. Information Technology								
d. Legal								
e. Other -describe								
B. Total Expenditures					\$ 107,246	\$ 532,137	\$ 548,101	
C. Revenues – if applicable					Yr. 1	Yr. 1	Yr. 2	Yr. 3
a. Grants					\$ -	\$ -	\$ -	
b. Donations					\$ -	\$ -	\$ 1,530	
c. Other Revenue (amount to fundraise to cover the gap)					\$ 41,267	\$ 268,221	\$ 282,655	
Total Revenues					\$ 41,267	\$ 268,221	\$ 284,185	
D. Start-Up Costs (describe in budget narrative)								
a.								
b.								
c.								
d. Subtotal One-Time Start-Up Costs							N/A	
E. Total Proposed Budget					\$ 65,979	\$ 263,916	\$ 263,916	