

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND ONE NEW HEARTBEAT, INC.**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called “County,” and One New Heartbeat, Inc., 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 providing peer support services for peer workers 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
- Exhibit C - Contractor’s Annual FY 2025-28 Budget
- 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 FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000). 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 March 1, 2026, through December 31, 2028. The County will have one (1) option to extend the term for a period of one (1) additional year to complete the approved pilot term, which the County may exercise in its sole, absolute discretion, program evaluation, availability of funding, and division approval.

#### **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.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

**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) Motor Vehicle Liability Insurance..... \$1,000,000
- (c) 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, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. 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, regulation, or executive order, the requirements of the applicable law, regulation, or executive order 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 4.107 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. (This paragraph may be deleted without County Attorney Review if not relevant to this agreement)

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 Executive Officer 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 Executive Officer, 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 Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer 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 unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value 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: Jana Spalding, Director, Office of Consumer and Family Affairs (OCFA)

Address: 1950 Alameda De Las Pulgas, San Mateo, CA 94403  
Telephone: (650) 573-5073  
Email: [jspalding@smcgov.org](mailto:jspalding@smcgov.org)

In the case of Contractor, to:

Name/Title: Waynette Brock, Chief Executive Officer  
Address: 50 Regency Park Circle, Unit 8102, Natomas, CA 95835  
Telephone: 650.440.0567  
Email: [waynette@onenewheartbeat.org](mailto:waynette@onenewheartbeat.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:

For Contractor: ONE NEW HEARTBEAT, INC.

<small>DocuSigned by:</small> <i>Waynette Brock</i> <small>E70A9D0B9DF5480...</small>	<u>01/23/2026</u>	<u>Waynette Brock</u>
Contractor Signature	Date	Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

EXHIBIT A – SERVICES  
ONE NEW HEARTBEAT, INC.  
FY 2026 – 2028

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

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

A. Introduction

The Mental Health Services Act (MHSA), Proposition 63, provides a dedicated source of funding to transform the state’s behavioral health programs through a 1% tax on personal incomes above \$1 million. There are three main categories of programs funded by MHSA: 1) Community Services & Supports (CSS); 2) Prevention & Early Intervention (PEI); and 3) Innovation (INN) projects. INN projects are three- to five-year pilot programs to develop new best practices in behavioral health care services. INN projects align with the San Mateo County MHSA Three-Year Plan and were proposed by community partners and designed in collaboration with BHRS.

B. Project Summary and Background

San Mateo County Behavioral Health and Recovery Services (BHRS) is seeking to establish a peer support project specifically designed for peer workers and family partners in the behavioral health workforce. While peer support is an evidence-based practice that has shown positive outcomes for individuals with behavioral health challenges, there is currently no formal model for providing peer support to peer workers themselves. The need for this program emerged from several key factors:

1. Peer workers face unique challenges in maintaining their own wellness while supporting others.
2. Existing employee support programs may not adequately address the specific needs of the peer workforce.
3. Post-pandemic stressors have increased the need for workplace wellness support.
4. Informal peer support between workers has shown promise but needs structure and resources.

This project will create a centralized peer support team to provide on-demand, non-clinical support for peer workers experiencing work-related distress. The program aims to increase job satisfaction and retention, improve

work-life balance, and reduce burnout among peer workers while strengthening the quality of services they provide to clients. By formalizing and testing this model, BHRS seeks to contribute to learning about effective ways to support and sustain the peer workforce within behavioral health systems.

### C. Outcomes

The program will provide the following:

1. Non-clinical support in person and virtually, delivered by certified peer specialists; and
2. Ongoing support groups and/or training as deemed necessary and appropriate.
3. Recovery Outcomes resulting in the following:
  - a. Reduced stress and burnout
  - b. Increased confidence in coping skills and role boundaries
  - c. Stronger connection to behavior health supports
  - d. Increased utilization of recovery programs, including WRAP
  - e. Improved job retention and sustainability in peer roles
  - f. Identification of effective program components for replication and scaling

### D. Services

#### 1. Direct Service Implementation

Contractor will establish and operate non-clinical peer support services incorporating trauma-informed and culturally responsive approaches using best practices to provide appropriate support. The initial population will focus on peer workers and family partners that are employed/contracted with BHRS. BHRS and Contractor will review the utilization semi-annually to consider expanding to Community Based Organizations (CBO) and certified/non-certified peer workers outside of BHRS. Services will be provided as follows:

##### a. Service Delivery

- i. Provide immediate, in-the-moment virtual or in-person support through one-on-one sessions and phone support, available during and after work hours including weekends, to be determined in collaboration with BHRS and the provider.

- ii. Deliver services in English and Spanish, with processes for supporting peers requiring other languages through language line services.
- iii. Implement a flexible service model while minimizing session restrictions, while maintaining protocols for frequent service users.
- iv. Prevention, education, and group support services scheduled on a regular basis.

b. Referrals and Resource Linkage

- i. Maintain comprehensive referral networks for additional support services (therapists, psychiatrists, Employee Assistance Programs, cultural healing resources).
- ii. Provide direct referral pathways to the appropriate treatment for peers without existing care teams.
- iii. Assist peers in resolving workplace conflicts by sharing coping strategies, conflict resolution education, and referrals to community conflict resolution resources.
- iv. Program may not mediate work conflicts with BHRS or organizations employing peer support specialists, or become involved in HR actions or Union activities on behalf of peers.

c. Training of Peer Support Providers

- i. Inform peers of available training in the following topic areas: Trauma-informed care approaches and crisis intervention for conflict resolution, de-escalation, boundaries, Wellness and Recovery Action Plan (WRAP), vicarious trauma, and stress management techniques.

2. Staffing

The Contractor's staffing structure for the programs shall be sufficient to provide the services proposed. The following is the minimum staffing structure. Other solutions to providing the intended services will be considered, as needed:

a. Staffing Structure

- i. Executive Director/Peer Supervisor: Provides executive leadership and oversight, builds program infrastructure from the ground up, and delivers direct peer support and supervision.
- ii. Program Manager (CPS/Peer Supervisor: Coordinates day-to-day program operations, supervises peer staff, and provides direct peer support in both individual and group settings.
- iii. Certified Peer Support Specialists/Peer Support: To deliver direct support services, including support sessions, and referral facilitation, while maintaining a diverse staff composition that includes Spanish-English bilingual capability. Providers will conduct community outreach, monitor support requests, and ensure culturally responsive service delivery across the program's service area.

b. Peer Support Phone Line and Coverage

Contractor will provide non-clinical support in person and virtually, delivered by certified peer specialists for the following timeframes, but not limited to:

- i. Dedicated Phone Line Support Hours:
  1. *Monday thru Friday: 7 am – 9 am and 6 pm – 10 pm*
  2. *Saturday: 2 pm – 6 pm*
  3. *Sunday: Noon – 4 pm*
- ii. During Off-Hours, the phone line will play a recorded message directing callers to:
  1. *Contractor's website*
  2. *Online scheduling tool*
  3. *An immediate assistance number (for crisis/emergency needs)*
- iii. Staffing will follow a tiered call coverage model with call forwarding to ensure no missed calls.

c. Staffing Values

Recruitment, hiring and retention strategies, including training of staff, will promote the following core values:

- i. Cultural Responsiveness: Staffing objectives that reflect the cultural and linguistic diversity of the communities to be served to

ensure staff can provide services in a culturally and linguistically appropriate manner.

- Peer support staff with fluency in Spanish is required. Staff with fluency in other languages spoken by communities to be served is preferred, but not required.
- Staff will have specific cultural expertise in working with their target population.

ii. Trauma-Informed: Staff will have a practical understanding of trauma-informed approaches.

d. Staff Training

Training requirements for all contracted firm/subcontractor staff is 20 hours of training per staff per year. Topics must include at a minimum:

- i. Confidentiality; Health Insurance Portability and Accountability Act (HIPAA)
- ii. Compliance; Fraud, Waste and Abuse
- iii. Cultural Humility; Sexual Orientation and Gender Identity (SOGI)
- iv. Wellness and Recovery Action Plan
- v. Mental Health First Aid (MHFA)
- vi. Peer Support Supervision, Supporting Peer Supporters

3. Evaluation, Tracking, and Reporting Requirements

a. Project Evaluation

- i. An independent evaluation consultant will be contracted by BHRS to evaluate MHSA Innovation projects.
- ii. The following learning goals, potential measures, and potential data sources will guide the development of the evaluation plan:

<b>Learning Goal</b>	<b>Potential Measures</b>	<b>Potential Data Sources</b>
1. Does providing non-clinical peer support for peer/family peer support workers help to sustain the peer workforce?	<ul style="list-style-type: none"> <li>✓ Number of participants served</li> <li>✓ Self-reported reasons for participating in the program.</li> </ul> Program outcomes related to wellbeing and recovery, such as: level of stress at work, confidence in coping strategies at work, connection to/use of behavioral health services <ul style="list-style-type: none"> <li>✓ Number of referrals made for participants to external resources</li> <li>✓ Self-reported employment [1] related outcomes such as: likelihood of remaining in position, likelihood of recommending peer role to others</li> <li>✓ Pre/post program staff retention rates for organizations that employ peers and family peer support workers</li> </ul>	<ul style="list-style-type: none"> <li>✓ Baseline burnout and job retention survey for peer support workers</li> <li>✓ Program data</li> <li>✓ Participant post-survey</li> <li>✓ Participant interviews</li> <li>✓ Peer support provider focus group/interviews</li> <li>✓ Peer support manager interview</li> <li>✓ Organization pre/post survey</li> <li>Self-reported changes in knowledge, skills, and behaviors (e.g., skills in handling role ambiguity and maintaining boundaries)</li> </ul>
2. Does providing non-clinical peer support for peer/family peer support workers strengthen the quality of services provided by peers?	<ul style="list-style-type: none"> <li>✓ Self-reported changes in knowledge, skills, and behaviors (e.g., skills in handling role ambiguity and maintaining boundaries)</li> </ul>	<ul style="list-style-type: none"> <li>✓ Participant post-survey</li> <li>✓ Participant interviews</li> <li>✓ Peer support provider focus group/interviews</li> <li>✓ Peer support manager interview</li> <li>✓ Organization pre/post survey</li> </ul>
3. What are the components of peer support for peer/family peer support workers that are effective and could be scaled and replicated, including possible billable services?	<ul style="list-style-type: none"> <li>✓ Self-reported most useful components</li> <li>✓ Identified opportunities for potential system change and Medi-Cal billing</li> </ul>	<ul style="list-style-type: none"> <li>✓ Participant survey</li> <li>✓ Participant interviews</li> <li>✓ Peer support provider focus group/interviews</li> <li>✓ Peer support manager interview</li> <li>✓ Interviews with other counties and Department of Health Care Services (DHCS)</li> </ul>

- iii. Data collected will be analyzed by the independent evaluator (contracted by BHRS)
- iv. Program staff will collect information about individuals engaged, including the activities, outcomes, and demographics. BHRS and the independent evaluation consultant will work with program staff early in the planning process to tailor the evaluation plan and tools as appropriate.
- v. Program staff will participate and support facilitation of any evaluation activities including but not limited to focus groups and/or key informant interviews.

## b. Implementation Tracking

- i. Tracking of operational activities could include, but is not limited to:
  - List of planning meetings held including participants attended, agenda, and minutes
  - Advisory group meetings documentation including participant attendance, agendas and minutes
  - List of trainings, presentations provided including number of participants attended
- ii. Tracking of behavioral health services offered through the program includes but is not limited to:
  - Number of clients receiving services
  - Types of services provided (e.g., groups, counseling, workshops, consultation, supports)
- iii. Tracking of community engagement activities includes but is not limited to:
  - Types of activities to engage potential program participants.
  - Total number of individuals engaged through outreach activities.
- iv. Tracking of referrals to BHRS or other behavioral health services, social service or medical needs includes but is not limited to:
  - Number of referrals
  - Referring entity
  - Where referrals were made to
  - Type of referral made
  - No personal identifying information will be tracked/reported
- v. Escalation Process and Tracking
  - Escalation Criteria: Harm to self/others, acute crisis, HR/union issues beyond peer scope

- Pathways:
  - a. Mental health Crisis: Crisis team, ER, 911
  - b. Workplace/HR: Coping support, then HR/EAP referral (no HR actions)
  - c. Medical Emergencies: 911
- Tracking: Intake/service logs will flag escalated encounters. Reports will summarize number of escalations, type, and outcomes.

c. Monitoring and Reporting

Contractor will provide Monthly reporting which will include all implementation tracking logs, monitoring check-ins with a BHRS Program Manager to identify challenges and areas of improvement and highlight successes and evaluation planning meetings. Reports to BHRS will include, but are not limited to:

- Participants served (unique & repeat)
- Reasons for participation
- Recovery program participation/helpfulness
- Referrals and follow-through
- Language access
- Satisfaction survey results
- Escalations (#, type, outcomes)

4. Cultural Competence Plan

Contractor is required to provide culturally responsive services to ensure compliance with the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Office of Minority Health (OMH), U.S. Department of Health and Human Services (HHS). Contracted firms will be expected to consult with BHRS if unable to comply with any of the following requirements:

a. Cultural Competence Plan

- i. 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 Clinical Services Manager and the Office of Diversity & Equity (ODE) by September 30th of the fiscal year. The annual cultural competence plan will include an update, including but not limited to, the following:

- Implementation of policies and practices that are related to promoting diversity and cultural competence, such as ongoing organizational assessments on disparities and needs, and client's rights to receive language assistance.
- Forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
- 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.
- Staffing objectives that reflect the cultural and linguistic diversity of the clients, e.g. recruit, hire and retain staff members who can provide services in a culturally and linguistically appropriate manner.
- Ensure that all program staff receive at least 8 hours of external training per year (sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.

b. Collaboration in Equity Efforts

- i. Actively participate in at least one cultural equity 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). Participation in HEI/DEC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders.
- ii. 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>.

c. Services in Threshold Languages

- i. Provide services in Spanish as requested by peers. Establish the appropriate infrastructure to provide services in the other County identified threshold languages. Currently the threshold languages are Spanish, Tagalog, and Chinese (Mandarin and Cantonese).

- ii. The cost of interpretation and/or translation services will be negotiated as part of the agreement.

d. Document Translation

- i. 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.
- ii. Use BHRS- translated forms when available in an effort to create uniformity within the system of care.
- iii. Submit copies of health-related materials in English and as translated to contract manager.

E. 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/](https://www.dir.ca.gov/dosh/coronavirus/Non_Emergency_Regulations/).

## II. ADMINISTRATIVE REQUIREMENTS

### A. Quality Management and Compliance

#### 1. Quality Management Program and Quality Improvement Plan

Contractor will coordinate with the County and the County's external evaluator for development of the Quality Improvement Plan for the program.

#### 2. Record Retention

Section 15 of the Agreement notwithstanding, Contractor shall maintain records to support services provided and documentation for invoices.

#### 3. Documentation of Services

Contractor shall provide all pertinent documentation required to support services provided and documentation for invoices. 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.

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

#### 4. Audits

Contractor is required to provide all required records relating to staffing services provided under this Agreement Contractor is required to provide all necessary documentation for external audits and reviews within the stated timeline.

#### 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. 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.

#### 7. Ineligible Employees

Behavioral Health and Recovery Services (BHRS) requires that contractors comply with Federal requirements as outlined in 42 CFR (438.608) Managed Care Regulations. Contractors must identify the eligibility of employees, interns, or volunteers prior to hiring and on a monthly basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting Form, Policy#93-11) should a current employee, intern, or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns, and volunteers by following procedures included in BHRS Policy # 19-08, which can be found online at: <https://www.smchealth.org/bhrs-policies/credentialing-and-re-credentialing-providers-19-08>. 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.

#### 8. 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>.

9. 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.

B. Cultural Competency

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](mailto: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](mailto:ode@smcgov.org)) to plan for appropriate technical assistance.

### III. GOALS AND OBJECTIVES

Contractor shall ensure that the following outcomes and objectives are delivered throughout the term of this Agreement:

Goal 1: On demand non-clinical peer support delivered telephonically or via video by certified Medi-Cal peer support specialists.

Objective 1: BHRS and/or CBO peers will be able to call in and speak immediately to a certified Medi-Cal peer support specialist during business hours.

Goal 2: BHRS and/or CBO peers will be able to schedule in-person non-clinical peer support within 72 business hours of request

Objective 2: Contractor shall schedule in person non-clinical peer support within 72 business hours of receiving a telephonic request.

Goal 3: Contractor will facilitate in person support/skill building groups at least twice a month that are open to peers on a walk-in basis.

Objective 3: BHRS and CBO peers will have the opportunity to participate in support/ skill building groups in the community.

\*\*\* END OF EXHIBIT A \*\*\*

EXHIBIT B – PAYMENTS AND RATES  
ONE NEW HEARTBEAT, INC.  
FY 2026 – 2028

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 Section 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 Section 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 FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000).

The County will review cumulative fee for service payments for the period of July – March each fiscal year and amend the contract obligations if necessary to reflect actual services paid for on a fee for services basis.

B. Peer Support for Peer Workers Services

1. March 1, 2026 – December 31, 2026

Subject to the maximum amount stated above and the terms and conditions of this Agreement, Contractor shall be reimbursed the full cost of providing services described in Section I of Exhibit A. Unless otherwise authorized by the Chief of San Mateo County Health or designee, the amount shall not exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000), which includes Start-Up Costs listed below.

a. Start-Up Costs

For the term March 1, 2026 through May 31, 2026, the total amount of start-up funding available to Contractor is a maximum total of FORTY-EIGHT THOUSAND DOLLARS (\$48,000). Contractor shall submit invoices for actual start-up costs incurred

during the start of period. All invoices are subject to review and approval by the BHRS Project Manager.

2. January 1, 2027 – December 31, 2027

Subject to the maximum amount stated above and the terms and conditions of this Agreement, Contractor shall be reimbursed the full cost of providing services described in Section I of Exhibit A. Unless otherwise authorized by the Chief of San Mateo County Health or designee, the amount shall not exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000).

3. January 1, 2028 – December 31, 2028

Subject to the maximum amount stated above and the terms and conditions of this Agreement, Contractor shall be reimbursed the full cost of providing services described in Section I of Exhibit A. Unless otherwise authorized by the Chief of San Mateo County Health or designee, the amount shall not exceed ONE HUNDRED FIFTY THOUSAND DOLLARS (\$150,000).

- C. Contractor's annual FY 2025-28 budget is attached and incorporated into this Agreement as Exhibit C.
- D. Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.
- E. Modifications to the allocations in Section 1.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 Section 3 of this Agreement.
- F. 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.
- G. 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.
- H. In the event this Agreement is terminated prior to December 31, 2028

- I. 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 San Mateo County Health 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. The contracting parties shall be subject to the examination and audit of the Department of Auditor General for a period of three years after final payment under contract (Government Code, Section 8546.7).
- L. At any point during the Agreement term, Contractor shall comply with all reasonable requests by County to provide a report accounting for the Grant Funds distributed by the County to the Contractor to-date.
- M. Monthly Invoice and Payment
  - 1. Contractor shall submit monthly invoices for payment. Contractor will submit invoices on forms in a manner prescribed by the County.
  - 2. Invoices shall be provided to County within 15 days after the close of the month in which services were rendered. Following receipt and provisional approval of a monthly invoice, County shall make payment within 30 days.
  - 3. 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.

4. Following receipt and provisional approval of a monthly invoice, County shall make payment within 30 days. Claims that are received after the fifteenth (15th) working day of the month are 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 late claims. The 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 [BHRIS-Contracts-Unit@smcgov.org](mailto:BHRIS-Contracts-Unit@smcgov.org): OR

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

- N. Due to the County Controller's Office yearly "Black-Out Period" there will be no payments made in July or August. Payments for these months will be made once the Controller's Office has reopened in September. This pertains to all fiscal years.
- O. 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.
- P. 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.
- Q. 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 Quality Improvement Manager of San Mateo County BHRS.

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.

R. 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 Section 5 of this Agreement. Any unspent monies due to performance failure may reduce the following year's agreement, if any.

S. Beneficiary Billing

Contractor shall not submit a claim to, demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty mental health or related administrative services provided under this contract except to collect other health insurance coverage, share of cost and co-payments. The Contractor shall not hold beneficiaries liable for debts in the event that the County becomes insolvent, for costs of covered services for which the State does not pay the County, for costs of covered services for which the State or the County does not pay the Contractor, for costs of covered services provided under this or other contracts, referral or other arrangement rather than from the County, or for payment of subsequent screening and treatment needed to diagnose the specific condition of or stabilize a beneficiary with an emergency psychiatric condition.

T. Claims Certification and Program Integrity

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604,

438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.

2. 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 \_\_\_\_\_”

3. The certification shall attest to the following for each beneficiary with services included in the claim:
  - a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
  - b. The beneficiary was eligible to receive services described in Exhibit A of this Agreement at the time the services were provided to the beneficiary.
  - c. The services included in the claim were actually provided to the beneficiary.
  - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
  - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.

- f. For each beneficiary with specialty mental health services included in the claim, all requirements for Contractor payment authorization for specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
  - g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
4. Except as provided in Section II.A.2 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 \*\*\*

**One New Heartbeat, Inc.**

**Budget Narrative – 3-Year Project Proposal**

**Total Proposed Budget: \$450,000 (\$150,000 per year)**

**Personnel Expenditures – \$138,050 annually**

This category covers salaries and benefits for key staff responsible for program leadership, start-up implementation, peer supervision, fiscal oversight, and direct non-clinical peer support services.

- **Executive Director / Peer Supervisor (25% FTE) – \$37,500 annually**  
Provides executive oversight, contract compliance, fiscal accountability, and supervision of peer support services. Effort is front-loaded during the initial start-up period to support infrastructure development and system readiness.
- **Program Manager / Lead CPS (25% FTE) – \$27,000 Year 1; \$20,000 Years 2–3**  
Coordinates program operations, supervises peer staff, manages scheduling, and oversees referral and intake workflows. Year 1 reflects increased implementation effort during the start-up phase.
- **Fiscal Administrator (CPS) / Peer Counselor (15% FTE) – \$24,000 Year 1; \$10,000 Years 2–3**  
Responsible for financial tracking, invoicing, compliance, and reporting. Year 1 reflects concentrated effort to support start-up activities, including policy and procedure development and management of reimbursement timing.
- **Certified Peer Support Specialist (20% FTE) – \$23,000 Year 1; \$16,000 Years 2–3**  
Provides direct non-clinical peer support services, including phone-based and virtual support, participant engagement, and documentation.
- **Certified Peer Support Specialists / Peer Counselors (20% FTE each) – \$14,000 per position Years 2–3**  
Supports ongoing peer coverage, backup staffing, and continuity of services under a tiered call-coverage model. Two additional peer positions are added in Years 2 and 3 as the program reaches steady-state operations.

**Employee Benefits (Payroll Taxes and Workers' Compensation): \$12,550 annually**

Covers required employer payroll taxes and workers' compensation for part-time staff.

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**2. Operating Expenditures – \$8,150 annually**

- **Travel** – \$1,150–\$2,750/year to support in-person services and outreach.
- **Office Supplies** – \$500/year for materials and printing.
- **Staff Development** – \$2,000/year for peer staff to attend trainings, conferences, and continuing education.
- **Insurance** – \$1,500/year for liability and program coverage.
- **Telephone/Voicemail** – \$3,000 in Year 1 (setup), then \$1,400 annually for mobile communication services.

### **3. Indirect Expenditures – \$6,000 annually (15%)**

- **Information Technology** – \$1,000/year for system support and secure file management.
- **Legal** – \$2,000/year for compliance and contract review.
- **Translation Services** – \$3,000/year to provide accessible multilingual services

### **Total Program Cost: \$150,000/year (Flat for 3 Years)**

This flat-rate budget supports a stable peer-led infrastructure offering culturally responsive, trauma-informed support. No start-up costs or revenue offsets are included; 100% of funds support direct and indirect program delivery

### **One-Time Start-Up Costs – \$48,000 (Year 1 only)**

Represents one-time start-up costs incurred during the March–May start-up period, reflecting temporary increases in levels of effort for key salaried leadership and peer staff to establish the operational, administrative, and communication infrastructure required for compliant service delivery prior to reimbursement. During this period, staff devote additional time to building the infrastructure, establishing phone lines, call-routing and communication systems, developing and finalizing policies and procedures, setting up intake workflows, building evaluation and documentation tools, and preparing staffing protocols necessary for compliant service delivery.

This allocation also supports ONHB’s assumption of 30–45 days in arrears during the initial contract phase. Start-up costs are time-limited, non-recurring, and incurred only in Year 1, with staffing levels returning to steady-state operations in Years 2 and 3.

**EXHIBIT C - ONHB FINAL NEGOTIATED BUDGET**

San Mateo County Behavioral Health and Recovery Services Budget Worksheet				Yr. 1	Yr 2	Yr 3
<b>A. Direct Expenditures</b>						
<b>1. Personnel Expenditures</b>						
a. Employee Salary – list all employees						
		i. Executive Director/Peer Supervisor, 25% FTE		37,500	37,500	37,500
		ii. Program Manager Lead CPS), 25% FTE		27,000	20,000	20,000
	*	iii. Fiscal Administrator (CPS)/Peer Counselor, 15% FTE		24,000	10,000	10,000
		v. Certified Peer Support Specialist , 20% FTE		23,000	16,000	16,000
	*	vi. Certified Peer Support Specialist/Peer Counselor 20% FTE		14,000	14,000	14,000
	*	vi. Certified Peer Support Specialist/Peer Counselor 20% FTE		0	14,000	14,000
		vi. Certified Peer Support Specialist/Peer Counselor 20% FTE		0	14,000	14,000
		b. Subtotal of all salaries		125,500	125,500	125,500
c. Employee Benefits						
		i. Part time benefits (PR taxes and workers comp.)		12,550	12,550	12,550
		ii. Full time benefits				
		iii. Subtotal of benefits		12,550	12,550	12,550
		d. Subtotal Personnel Expenditures		138,050	138,050	138,050
<b>2. Operating Expenditures</b>						
		a. Travel		1,150	2,750	2,750
		b. Utilities		0	0	0
c. Administrative Expense						
		i. General Office Supplies (paper, toner, postage, etc.)		300	300	300
		ii. Janitorial		0	0	0
		iii. Staff development (training, conferences, meetings)		2,000	2,000	2,000
		iv. Insurance		1,500	1,500	1,500
		v. Equipment maintenance		0	0	0
		vi. Other - describe		0	0	0
		d. Telephone, cell phones, fax, voicemail		3,000	1,400	1,400
		e. Web/internet (if applicable)		0	0	0
		f. Other operating expenses – describe in budget narrative		0	0	0
		g. Subtotal Operating Expenditures		7,950	7,950	7,950
<b>Total Direct Expenditures</b>				146,000	146,000	146,000
<b>B. Indirect Expenditures</b>						
<b>4. Indirect Expenditures (15%)</b>						
		a. Human Resources		0	0	0
		b. Finance		0	0	0
		c. Information Technology		1,000	1,000	1,000
		d. Legal		2,000	2,000	2,000
		e. Other - Translation Services		1,000	1,000	1,000
		g. Subtotal Indirect Expenditures		4,000	4,000	4,000
<b>Total Indirect Expenditures</b>				4,000	4,000	4,000
<b>C. Revenues – if applicable</b>				<b>Yr. 1</b>	<b>Yr. 2</b>	<b>Yr. 3</b>
		a. Grants		0	0	0
		b. Donations		0	0	0
		c. Other Revenue		0	0	0
<b>Total Revenues</b>						
<b>D. Start-Up Costs (describe in budget narrative)**</b>						
		a. Need startup to set up phone lines- operational start-up expenses related to phone lines, call-routing infrastructure, communication systems, and system setup		5,250	0	0
		b. Staff time required for infrastructure build-out, system implementation, workforce training, policy and procedure development, and evaluation and reporting framework design.		42,750		
		c.				
		d. Subtotal One-Time Start-Up Costs		48,000	N/A	N/A
<b>E. Total Proposed Budget</b>				<b>150,000</b>	<b>150,000</b>	<b>150,000</b>
				<b>TOTAL FOR 3 YEARS:</b>		<b>450,000</b>

\* Resides in San Mateo County.

\*\* Start-up costs are included in the current NTE amount for the agreement. To be invoiced starting 3/1/2026 upon Board approval of the agreement.

## Attachment H

# Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements

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### DEFINITIONS

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and 164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI *is presumed* to be a breach, unless it can be demonstrated there is a low

probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:

1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
  2. Identity of the unauthorized person or to whom impermissible disclosure was made;
  3. Whether PHI was actually viewed or only the opportunity to do so existed;
  4. The extent to which the risk has been mitigated.
- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

#### **OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE**

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.

- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

#### **PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE**

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement; provided that such use or disclosure would not violate the Privacy Rule if done by County.

## **OBLIGATIONS OF COUNTY**

- a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

## **PERMISSIBLE REQUESTS BY COUNTY**

County shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if so requested by County, unless the Business Associate will use or disclose Protected Health Information for, and if the Agreement provides for, data aggregation or management and administrative activities of Business Associate.

## **DUTIES UPON TERMINATION OF AGREEMENT**

- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protection Health Information.

## **MISCELLANEOUS**

- a. **Regulatory References.** A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

- c. **Survival.** The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Business Associate.

# ATTACHMENT I

## Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended

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The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a, b, or c)

- a. Has no employees
- b. Employs fewer than 15 persons
- c. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

I certify that the above information is complete and correct to the best of my knowledge

Signature:

DocuSigned by:  
*Waynette Brock*  
E70A9D0B9DF5480...

Title of Authorized Official:

Date:

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."