

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND
DALY CITY PENINSULA PARTNERSHIP COLLABORATIVE**

This Agreement is entered into this ____ day of _____, 2024, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Daly City Peninsula Partnership Collaborative, 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 Behavioral Health Outreach and Collaborative Services for the North County Region.

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

1. Exhibits and Attachments

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

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment E—Fingerprint Certification
- 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 SIX HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$647,500). 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 October 1, 2024 through June 30, 2026.

5. Termination

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

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

6. Contract Materials

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

7. Relationship of Parties

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

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and

description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

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

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

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

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

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

b. Intellectual Property Indemnification

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

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County

notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

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

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

9. Assignability and Subcontracting

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

10. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

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

- (a) Comprehensive General Liability... \$1,000,000
- (b) 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. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

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

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

g. Reporting; Violation of Non-discrimination Provisions

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

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

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

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

h. Compliance with Living Wage Ordinance

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

13. Anti-Harassment Clause

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

14. Compliance with County Employee Jury Service Ordinance

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

15. Retention of Records; Right to Monitor and Audit

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

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

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

16. Merger Clause; Amendments

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

17. Controlling Law; Venue

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

18. Notices

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

In the case of County, to:

Name/Title: Doris Estremera/Program Services Manager II
Address: 310 Harbor Blvd, Belmont, CA 94002
Telephone: (650) 573-2889
Email: DEstremera@smcgov.org

In the case of Contractor, to:

Name/Title: Mike Stancil/Executive Director
Address: 725 Price Street, Daly City, CA 94015
Telephone: (650) 301-3305
Email: Mike@dcpartnership.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: Daly City Peninsula Partnership Collaborative

DocuSigned by: <i>Mike Stancil</i> AE36D46893D74B1...	08/26/2024	Mike Stancil
_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

EXHIBIT A – SERVICES

Daly City Partnership

October 1, 2024 – June 30, 2026

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. North County Outreach Collective

The North County Outreach Collective (NCOC) shall be comprised of community-based agencies from the northern region of San Mateo County to provide culturally appropriate outreach, psycho-education, screening, referral and warm hand-off services targeting marginalized ethnic, linguistic and cultural communities in the region including Chinese, Filipino, Latinx, Native Hawaiian and Pacific Islanders, and LGBTQ+ communities of all ages. Daly City Partnership (DCP) shall serve as the lead agency and work in collaboration with Health Right-360 Asian American Recovery Services (HR360-AARS), Pacifica Collaborative (PC)/Pacifica Resource Center (PRC), and the Daly city Youth Health Center (DCYHC).

1. Population to be Served

- a. The NCOC will reach marginalized communities, youth and families in North County region, including Chinese, Filipino, Latinx, Pacific Islanders and Native Hawaiians and LGBTQ+ communities.

2. Service Model

Services are based on two key models of community engagement, the community outreach worker model and community-based organization collaboration.

- a. Community Outreach Workers (also known as promotores/health navigators) connect with and facilitate access for marginalized populations through culturally and language appropriate outreach and education and provide linkage and a warm hand-off of individuals to services.
 - i. Outreach Workers are members of the communities within which they outreach to. They speak the same

- language, come from the same community and share life experiences with the community members they serve.
- ii. Outreach Workers use a variety of methods to contact the community. From group gatherings in individuals' homes to large community meetings.
 - iii. Outreach Workers make direct contact with target audiences, warm hand-offs and convey crucial information to provide community support and access to services.
- b. Collaboration with local community-based agencies and health and social service providers are essential for cultivating a base of engaged community members.
- i. Organizations leverage their influence, resources, and expertise, especially in providing services that address cultural, social and linguistic needs of the community.
 - ii. Collaboratives benefit from having regular meetings to share resources and problem solve, having a clearly defined infrastructure and consistent strategy and, offering ongoing presence and opportunities for community members to engage in services.

3. Program Goals

- a. Increase Access for Marginalized Ethnic, Cultural and Linguistic Communities.
- i. The NCOC will facilitate connections between individuals in the target communities who need mental health and substance use services to responsive treatment, supportive services and prevention programming (e.g., Parent Project, Wellness Recovery Action Plan, etc.) and/or treatment.
 - ii. A minimum of six thousand five hundred (6,500) individuals will be served annually and in total by the NCOC partner agencies through group-based and/or individual outreach activities that results in individualized information sharing and/or education, referrals to behavioral or medical health or social services, and/or specific service recommendations, will be provided to.
 - iii. The NCOC will increase access to BHRS services for children, adults and older adults that may need more intensive supports with serious emotional disturbance (SED) or serious mental illness (SMI) or at high risk for

higher level of care due to mental health and substance use challenges.

- iv. NCOC partner agencies will use both population and outreach data collected by the outreach collaborative partners to inform responsive referrals and support services provided to the community (e.g., to at-risk for homelessness, older adults and/or emerging communities Arab-American, LGBTQ+, etc.).
- b. Expand collaboration and integration.
 - i. The outreach collaborative will establish effective relationships with culturally and linguistically diverse community leaders and agencies to enhance behavioral health capacity and overall access to and quality of mental health and substance use services provided. The outreach collaborative will support coordination among community agencies that provide mental health and substance use services, social services and other support services to ensure an overall focus on the well-being of individuals, including all areas that contribute to wellness, such as emotional, financial, social, spiritual, and occupational health. A community resilience approach can improve community behavioral health outcomes and foster collaboration across health, public health and community-based supports.
 - c. Strengthen linkages between the community and BHRS.
 - i. Contractor will collaborate with BHRS and the Office of Diversity and Equity (ODE) to provide relevant trainings to the NCOC partner agencies and other providers to support outreach activities as needed (e.g., Using Cultural Humility in Asking Sexual Orientation Gender Identity Questions, Health Equity Initiative sponsored trainings, etc.).
 - ii. Contractor will strengthen partnership with the regional clinic(s), ACCESS referral team and many other points of entry to behavioral health services will be prioritized, including strategies to improve access to behavioral health services.
 - iii. The NCOC will build linkages between community members and BHRS through the participation in input sessions, planning processes and/or other decision-making spaces (e.g., boards and commissions, MHSA Steering Committee, Health Equity Initiatives, and/or other advisory councils).

- d. Reduce stigma of mental health and substance use challenges.
 - i. The NCOC will facilitate connections between individuals in the target communities who need mental health and substance use services to responsive treatment, supportive services and prevention programming (e.g., Parent Project, Wellness Recovery Action Plan, etc.) and/or treatment.
 - ii. The NCOC collaborative partner agencies will organize and provide community education and awareness activities (Mental Health First Aid, Be Sensitive Be Brave, Mental Health Month, Suicide Prevention Month, etc.)

4. Scope of Work

- a. The NCOC shall achieve the following:
 - i. Identify and increase timely access for clients that may need more intensive supports to behavioral health services.
 - ii. Develop targeted outreach activities including screening where appropriate to support community members that are at risk for SMI/SED.
 - iii. Increase the number of marginalized ethnic, cultural and linguistic accessing and receiving behavioral health and social support services.
 - iv. Increase the number of individuals and families enrolled in insurance (e.g., MediCal, ACE).
 - v. Provide responsive services, supports and/or linkages based on community needs.
 - vi. Convene, build and maintain strong collaborations among community-based providers, community members, peers and family members.
 - vii. Develop and maintain partnerships and collaborations with non-traditional providers (e.g., faith-based, community centers, libraries, other healthcare providers such as acupuncturists, herbalists, traditional healers).
 - viii. Increase community behavioral health capacity by providing basic psycho-educational activities (e.g., parenting groups, WRAP groups, domestic violence support groups) to community members and their families.

- ix. Increase coordination across BHRS outreach and capacity development efforts (e.g., BHRS ODE, Office of Consumer Affairs, AOD prevention partnerships).
- x. Develop culturally sensitive educational materials on behavioral health issues that are balanced with the literacy needs of the target population.
- xi. Develop an annual plan to meaningfully engage target communities, promote behavioral health services and build awareness and reduce stigma and discrimination related to behavioral health.
- xii. Participate in evaluation, data collection and reporting activities to improve and learn from outreach and engagement efforts.

5. Outreach Workers

- a. The NCOC collaborative agencies will engage Community Outreach Workers that are representative of the target populations, bilingual and bicultural, trusted by the community, and a trusted source of essential community resources.
- b. Outreach Workers characteristics and skills shall include:
 - i. Experience serving racial/ethnic, cultural and linguistic needs of target communities.
 - ii. Shared and/or lived experiences (or family members with lived experience) with the community members they are serving.
 - iii. Familiarity with behavioral health resources (e.g., crisis, psycho-educational classes, ACCESS line, BHRS clinics and programs, non-clinical services offered through BHRS and the general system of care).
 - iv. Experience with behavioral health outreach and engagement, linking potential clients to services including providing warm hand-offs and/or supporting individuals in taking the steps necessary to access services.
 - v. Conducting community educational/informational presentations and/or workshops.

6. Outreach Workers Responsibilities:

- a. Connect individuals (and their families, as needed) who may need behavioral health services to appropriate services, for assessment and follow up treatment as needed.
- b. Perform initial screening (intake such as PHQ-9 or other) when responsive and consult with clinical staff to ensure appropriate behavioral health referral outcomes and address any engagement issues with hard-to-reach clients.
- c. Facilitate a warm hand-off and follow-ups of SMI/SED identified individuals to appropriate behavioral health services.
- d. Provide behavioral health information, education, and resources as needed;
- e. Assist clients in applying for insurance coverage and/or other ancillary services as needed;
- f. Identify and collaborate with community-based entities and both public and private school to facilitate outreach and engagement services.
- g. Identify a network of local providers/support services that can provide culturally sensitive services.
- h. Build relationships with the BHRS ACCESS team and other behavioral health resources to help with referrals and linkages.
- i. Lead psycho-education classes, workshops and forums as needed.
- j. Participate in ongoing improvement of outreach worker activities and identify needs/gaps within the target communities.
- k. Participate in quarterly Outreach Collaborative community meetings.
- l. Participate in monthly relevant Health Equity Initiatives (HEI) and Community Service Area (CSA) meetings to facilitate collaboration and co-sponsoring of outreach and engagement activities.
- m. Work with BHRS, as needed, to develop a tracking and referral system for potential SMI individuals linked to behavioral health care services.
- n. Help build linkages between community members and BHRS through sharing vital community information at MHSA and other BHRS input sessions and/or decision-making meetings (e.g., boards and commissions, steering committees, advisory councils).
- o. Attend trainings sponsored by BHRS and other partner agencies that support outreach activities.

- p. Conduct data collection, data entry of outreach events, and activities and support evaluation and annual reporting activities.

7. NCOC Partner Agency Services

- a. As the lead agency, Contractor shall facilitate collaboration, improvements and leveraging of existing efforts, knowledge, relationships, and infrastructure of the NCOC partner agencies. Lead agency activities include, but are not limited to:
 - i. Coordinate the NCOC and facilitate communication among all partner agencies.
 - ii. Convene NCOC Community Outreach Team (COT) and Steering Committee meetings.
 - iii. Oversee the contract deliverables in collaboration with BHRS, including coordinating budget allocation, reporting, and other administrative requirements.
 - iv. Hire a Program Coordinator who is fluent in Mandarin and Cantonese to oversee outreach and coordination activities within the NCOC partners, and manage the Chinese resource phone line.
 - v. Develop social media and marketing campaigns to promote the Chinese Health Initiative language phone line and NCOC partner agency services.
 - vi. Implement community organizing and convening activities to support and augment implementing partners' information dissemination efforts, including an annual community-wide behavioral health awareness event.
 - vii. Coordinate supplementary training opportunities in collaboration with BHRS and in conjunction with the NCOC activities.
 - viii. Create and establish data reporting methods and procedures for NCOC partner agencies and train staff on best practices for reporting compliance.
 - ix. Compile member evaluation data and prepare project reports.
 - x. Submit required programmatic, evaluation, finance and administrative forms.
- b. The NCOC partner agencies shall
 - i. Participate in outreach events, including resource fairs, school and community events and provide education and presentations within the community.

- ii. Conduct targeted anti-stigma events.
- iii. Connect people experiencing homelessness to resources and shelters.
- iv. Assist with insurance coverage and other social service application forms.
- v. Refer seriously emotionally disturbed/seriously mentally ill (SED/SMI) clients to the DCYHC, BHRS Access Call Center, North County Behavioral Health Center, or other BHRS system of care providers serving SED/SMI.
- vi. Provide or refer to mild-to-moderate behavioral health care services and/or to other health and social service providers.
- vii. Participate in the following meetings and planning:
 - 1) Quarterly Outreach Collaborative meetings with BHRS contract monitor and other administrative meetings as necessary.
 - 2) Monthly Community Outreach Team (COT) meetings
 - 3) Monthly Health Equity Initiatives (HEI) meetings to facilitate collaboration and co-sponsoring of outreach and engagement activities.
- c. Additional subcontractors may provide services under this contract with the written approval of the BHRS Director or designee.
- d. Specific NCOC partner agency activities include, but are not limited to:
 - i. Daly City Partnership
 - 1) Engage AAPI, Filipinx, Latinx, other BIPOC and LGBTQ+ youth and families with NCOC and community MH services at various community sites
 - 2) Provide a project coordinator to support the implementation of the NCOC components and assume overall project responsibilities.
 - 3) Provide or refer to therapeutic services and wrap-around social support services to multigenerational, ethnically diverse community members referred to the organization by NCOC partners.
 - 4) Participate in 20 outreach events per year and provide community education presentations at collaborative meetings and within the community.

- ii. Health Right 360 - Asian American Recovery Services
 - 1) Serve Native Hawaiian & other Pacific Islander, Filipinx Youth, TAY and Families.
 - 2) Provide Pacific Islander parenting groups
 - 3) Provide AOD support services
- iii. Daly City Youth Health Center
 - 1) Serve black, indigenous, people of color (BIPOC) youth and their families.
 - 2) Provide and track school-based, clinic-based, and telehealth behavioral health screenings to youth identified by community partner liaisons, assessing for safety and level of need and connecting with appropriate services via a closed-loop referral process.
 - 3) Provide SMI and mild-to-moderate behavioral health services to individuals between the ages of 6-25 referred by members of the NCOC and ensure priority insurance enrollment assistance for individuals between the ages of 12-24 referred by members of the NCOC.
 - 4) Provide space for youth events and meetings and facilitate behavioral health-related discussion groups and other social-emotional focused groups.
 - 5) Host an annual Immigrant Resource Fair in collaboration with Jefferson Union High School District (JUHSD) and monthly Newcomer Clinics to connect newcomer youth and families to needed primary and behavioral health services and other resources.
- iv. Pacifica Collaborative
 - 1) Serve homeless and at-risk of homelessness, low-income, families and children, Chinese, Filipino, Latino, African American/Black, Pacific Islander, Multi-Generational; business community, faith based organizations/community, and LGBTQIA+.
 - 2) Facilitate nine (9) monthly Pacifica Collaborative meetings annually, organize outreach events and community-wide campaigns and coordinate outreach efforts.
 - 3) Connect people experiencing homelessness to resources and shelters and conduct outreach to

encampments, and folks living in vehicles and recreational vehicles (RVs).

- 4) Participate in six (6) outreach events, including resource fairs, school and community events.
- 5) Assist with insurance coverage applications, form assistance services, referred from PRC.
- 6) Conduct two (2) targeted (e.g., digital storytelling) anti-stigma events per year.
- 7) Collaborate with Coast Pride for outreach to LGBTQ+ community.

8. Staffing Structure

a. Contractor will serve as the administrative lead:

- i. Executive Director (0.1 FTE)
- ii. Program Coordinator (1.0 FTE)
- iii. LMFT (0.1 FTE)
- iv. AMFT (0.1 FTE)
- v. Eight (8) MFT Interns (0.1 FTE)
- vi. Client Services Director ((0.1 FTE)
- vii. Two (2) Volunteers ((0.1 FTE)

b. The NCOC partner agencies shall include the following staffing:

i. HR360-AARS:

- 1) Program Manager
- 2) Prevention Programs Supervisor
- 3) Project Coordinator
- 4) Case Manager

ii. DCYHC:

- 1) Executive Director
- 2) Behavioral Health Manager
- 3) Intake Coordinator
- 4) Five (5) staff clinicians
- 5) Twelve (12) clinical interns

- iii. PC/PRC/Pacifica School District:
 - 1) Pacifica Collaborative Facilitator
 - 2) Unhoused on the Coast Outreach Team
 - 3) Community Outreach Worker

9. Training Activities

- a. NCOC partner agencies staff shall participate in at least eight (8) hours of training related to providing culturally and linguistically appropriate behavioral health outreach services and any additional mandatory trainings such as confidentiality and HIPAA compliance.
- b. NCOC partner agencies are encouraged to attend County/BHRS sponsored trainings offered annually and/or trainings from non-County experts are also encouraged.
- c. Cultural competence training shall include, but not be limited to the following:
 - i. Wellness and Recovery
 - ii. Cultural Humility
 - iii. Sexual Orientation and Gender Identity (SOGI) data collection
 - iv. Working effectively with diverse ethnic and cultural communities on issues related to behavioral health.

10. Data Collection, Reporting and Evaluation

- a. Data Collection, Reporting and Evaluation
 - i. EPAPBHO partner agencies shall use data collection forms provided by BHRS to collect information about individuals that were meaningfully engaged, service delivery or activities conducted, referral outcomes and demographic information.
 - ii. These forms will be data entered by the EPAPBHO partner agencies into an online survey portal on a monthly basis.
 - iii. Data collected will be analyzed by a BHRS independent contractor on an annual basis to inform responsive support services (e.g., to at-risk for homelessness, older

adults and/or emerging cultural communities) and to submit as part of the MHSAs Annual Report.

- iv. A monthly data entry report will be provided to the outreach collaborative agencies to ensure timely and accurate data entry.
- v. A quarterly data output report to support planning and implementation of responsive activities.
- vi. EPAPBHO partner agencies are expected to participate in any evaluation activities as determined by BHRS.
- vii. Contractor shall complete and submit a year-end annual report, due by the fifteenth (15th) of August each fiscal year and include the following additional information:
 - 1) List of educational presentations by EPAPBHO partner agencies to include dates, topics, attendance sheets and handout copies.
 - 2) List of EPAPBHO partner agencies staff attendance to EPACCC meetings including dates.
 - 3) List of trainings attended by EPAPBHO partner agencies including dates as well as a copy of the presentation handouts.

*** END OF EXHIBIT A ***

EXHIBIT B – PAYMENTS AND RATES

Daly City Partnership

FY 2021-2022

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

I. PAYMENTS

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

A. Maximum Obligation

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

In any event, the maximum amount County shall be obligated to pay for all services rendered under this Agreement shall not exceed SIX HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$647,500).

B. North County Outreach Collective

The maximum amount County shall be obligated to pay for services provided by the North County Outreach Collective rendered under this Agreement shall not exceed SIX HUNDRED FORTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS (\$647,500).

If during the term of this Agreement any partner(s) of NCOC should discontinue provision of services as described in Paragraph I. of Exhibit A. County retains the right to revise or prorate payments due to Contractor.

Contractor shall submit monthly reports that will be included with the monthly invoice for payment. Such reporting shall be submitted to KLorica@smcgov.org, (due the fifteenth (15th) of the following month), pending approval of payment.

1. FY 2024-25
 - a. For the term October 1, 2024 through June 30, 2025, the maximum amount due to Contractor for operating costs shall not exceed TWO HUNDRED SEVENTY-SEVEN THOUSAND FIVE HUNDRED (\$277,500).
 - b. Unless otherwise authorized by the Chief of San Mateo County Health or designee, the rate of monthly payment by the County to Contractor shall be one-twelfth (1/9th) of the maximum amount per month, or THIRTY THOUSAND EIGHT HUNDRED THIRTY-THREE DOLLARS (\$30,833).

2. FY 2025-26
 - c. For the term July 1, 2025 through June 30, 2026, the maximum amount due to Contractor for operating costs shall not exceed THREE HUNDRED SEVENTY THOUSAND DOLLARS (\$370,000).

 - d. Unless otherwise authorized by the Chief of San Mateo County Health or designee, the rate of monthly payment by the County to Contractor shall be one-twelfth (1/12th) of the maximum amount per month, or THIRTY THOUSAND EIGHT HUNDRED THIRTY-THREE DOLLARS (\$30,833).

*** END OF EXHIBIT B ***