

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

This Agreement is entered into this ____ day of _____, 20____, 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 a cultural arts and wellness social enterprise cafe.

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

Attachment T—Disaster and Emergency Response Sample Template

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed ONE MILLION SIX HUNDRED SEVENTY THOUSAND TWO HUNDRED TWENTY-FOUR DOLLARS (\$1,670,224). 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, 2021 through June 30, 2024. Included in this Agreement is the option to renew for up to an additional two (2) years pending program evaluation and BHRS 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.

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, and regulations, 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. 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.

14. 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.

15. 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.

16. 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.

17. 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: Maria Lorente-Foresti, PhD/Director, Office of Diversity and Equity
Address: 310 Harbor Blvd., Building E, Belmont, CA 94002

Telephone: (650) 573-2714
Facsimile: (650) 802-6440
Email: mlorente-foresti@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
Facsimile: (650) 992-3030
Email: Mike@dcpartnership.org

18. 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.

19. Payment of Permits/Licenses

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

* * *

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

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

DALY CITY PENINSULA PARTNERSHIP COLLABORATIVE

DocuSigned by:
Mike Stancil

Contractor's Signature 9993D74B1...

Date: 10/6/2021

EXHIBIT A – SERVICES
DALY CITY PENINSULA PARTNERSHIP COLLABORATIVE
FY 2021 – 2024

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 1, 2021 through June 30, 2024. Included in this Agreement is the option to renew for up to an additional two (2) years pending program evaluation and BHRS approval. In consideration of the payments set forth in Exhibit B of this Agreement, Contractor shall provide the following services:

I. DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

The Cultural Arts and Wellness Social Enterprise Cafe for Filipino/a/x Youth (Social Enterprise Cafe) is an approved 5-year MHS Innovation pilot project to develop a social enterprise business model focused on providing holistic, culturally responsive behavioral health services to at-risk transitional age youth (16-24 years) from Northern San Mateo County. The Social Enterprise Cafe will also include a physical location to serve as a culturally affirming space for Filipino/a/x youth and the community.

The Contractor, Daly City Peninsula Partnership Collaborative (Daly City Partnership), will partner with the Daly City Youth Health Center and the Filipino Mental Health Initiative (FMHI) to implement the Social Enterprise Cafe.

A. Service Approach

1. Cultural Responsiveness - a culturally responsive approach can develop protective factors and improve mental health and quality of life outcomes of youth. There is a significant amount of research that suggests that the stronger a youth's cultural/ethnic identity, the higher their resilience and the more likely it is that they will experience positive life outcomes. The Social Enterprise Cafe will:
 - a. Offer behavioral health-focused programming and hire and train at-risk youth to work in the Social Enterprise Cafe and eventually manage it.
 - b. Be rooted in a foundation of Filipina/o/x Cultural Values: Kapwa (togetherness) and Ginhawa (total wellness). The centralized gathering space will serve as a platform to collectively address intergenerational and ancestral trauma.
 - c. Celebrate Bayanihan ("community" in Tagalog), honor diversity, and promote holistic health through arts & wellness practices.

- d. Elevate youth to be the next generation leaders of social change, wellness ambassadors, and cultural preservationists.
 - e. Bridge multiple generations through various culturally specific educational and expressive arts engagement.
2. Social Determinants of Health - there are historical, systemic and structural challenges that have created ongoing barriers to accessing behavioral health services for Filipina/o/x communities. All programming will take a holistic approach to addressing issues important to Filipino/a/x youth in Northern San Mateo County including, but not limited to:
- a. Career Path/Purpose (school-to-career prep)
 - b. Wellness Ambassadors (wellness and mental health linkages)
 - c. Rite of Passage Work (cultural identity formation)
 - d. Leadership Development (i.e. capstone arts-based projects to address mental health & wellness related social issues)
 - e. Youth Production Line & Management (financial wellness)

The planning, implementation and evaluation of the Social Enterprise Cafe will use the community-developed CommuniTREE framework, below, which uses a tree as a metaphor to depict the values that ground the work (SOIL), the supports needed (ROOTS) for success, the target community (TRUNK), the strategies that will be used (BRANCHES), the resulting youth capacity (LEAVES) and the health outcomes (FRUITS) expected to be impacted.



3. Trauma-informed - all six key principles of a trauma-informed approach shall be incorporated into all programming for youth with mental illness and/or co-occurring substance use challenges and their families: safety, trustworthiness and transparency, peer support, collaboration, empowerment and cultural, historical and gender issues.
4. Community collaboration - a collaborative, community-based asset approach to the Social Enterprise Cafe will allow for leveraging of influence, resources, expertise and capacity to provide services, especially in providing services that address cultural, social and linguistic needs of the community. A collaborative approach benefits from regular communication, sharing of resources and problem solving and offering ongoing presence and opportunities for community members to engage in services.

B. Target Community

1. The Social Enterprise Cafe will target at risk Filipino/a/x transitional age youth (16-24 years) from Northern San Mateo County cities of Daly City and South San Francisco.
2. High school districts and colleges in these areas will be targeted for reaching Filipino/a/x youth. This includes the Jefferson Union High School District (29.7% Filipino/a/x) in Daly City, South San Francisco Unified School District (24.2% Filipino/a/x), and Skyline College and other secondary institutions.
3. While the Social Enterprise Cafe will primarily focus on the Filipino/a/x experience, any youth interested in learning about the Philippines will be welcome and encouraged to participate and collaborate in building multicultural awareness and community.

C. Staffing

1. Contractor will employ at a minimum the following positions:
 - a. Program Director (1.0 FTE) with a mental health background and notable long-standing/established relationship to Filipino/a/x community in North San Mateo County, will oversee the operational components, coordination of care/services for the Social Enterprise Cafe, and continued strengthening of community resources/relationships.
 - b. Cafe Manager/Health Educator (1.0 FTE) will oversee the Social Enterprise Cafe operations and staffing. They will assist youth in identifying an internship/apprenticeship through the Social Enterprise Cafe that is aligned with their strengths, skills, and interests. Additionally, provide academic and career focused resources and referrals to youth.
 - c. Clinical Case Worker (1.0 FTE) will therapeutically and in a culturally responsive way engage and explore wellness practices offered at the Social Enterprise Cafe with youth. They will utilize behavioral health assessment tools to help youth identify potential needs for clinical support and provide linkages and warm hand-offs to behavioral health services.
 - d. Community Outreach Worker (1.0 FTE) will serve as a conduit to local high schools and colleges to provide Filipino/a/x focused outreach and behavioral health education that fosters cultural identity formation (i.e. Filipino/a/x History) and arts-based vocational training.

- e. Youth Services Coordinator (1.0 FTE) will provide Administrative, Onboarding and operational support for the School-to-Career Programming.
 - f. Front Desk/Office Manager (1.0 FTE) will manage the front desk and administrative operations of the Social Enterprise Cafe. This person will be responsible for scheduling and maintaining the calendar of events, classes, and workshops.
2. Staff will be reflective of the culture and ethnicity of the community served.
 3. Contractor will provide at minimum 20 hours of training per staff, per year. Topics may include, but are not limited to:
 - a. Confidentiality, HIPAA, Compliance
 - b. Fraud, Waste, and Abuse
 - c. Critical Incident Management
 - d. Youth Development, Community Engagement
 - e. Cultural Humility, Sexual Orientation and Gender Identity (SOGI)
 - f. Wellness and Recovery Action Plan (WRAP), Peer Support
 - g. Mental Health 101, Mental Health First Aid (MHFA)
 - h. Organizational Development, Philanthropy
- D. Services
1. Contractor will work collaboratively with BHRS to support implementation and any necessary amendments to the services, timelines and the Innovation Project as described, during the course of its implementation and evaluation.
 2. The Social Enterprise Cafe will offer a holistic approach to behavioral health and wellness services for Filipino/a/x youth including, but not limited to:
 - a. Clinical, Case Management and Linkages
 - i. Contractor will provide clinical and case management supports to youth.
 - ii. Contractor will create natural touchpoints and provide linkages and warm hand-offs to BHRS and other behavioral health services as needed.
 - iii. Youth will experience an integrated system of therapeutic care and support through their peers, mentors, and clinically trained and culturally responsive program staff provided by the center.

- b. School to Career Transition
 - i. Contractor will provide youth employment at the Social Enterprise Cafe.
 - ii. Contractor will provide school to career programming including vocational, on-the-job training.
 - iii. Programming should leverage successful programs from the community and include a school-to-career transition program, along with expanded services; and/or mentorship matches through local Filipino/a/x business leaders to provide youth a pipeline to traditional and nontraditional career paths and build their professional network.
 - c. Leadership Development
 - i. Contractor will provide youth leadership development opportunities as they learn all aspects of running the Social Enterprise Cafe, and gain transferable skills relating to financial literacy & wellness and entrepreneurship.
 - ii. Youth will develop leadership and other critical life skills including problem solving, teamwork, critical thinking, and creativity.
 - d. Cultural Arts and Wellness
 - i. Contractor will provide youth with an environment that embraces arts as a means to healing individually and collectively, including workshops and relevant skill building activities that are arts-based.
 - ii. Youth will be encouraged to leverage their chosen arts modality to address a social and/or wellness issue, such as curating an art exhibit with their peers themed around mental health stigma in the Filipino/a/x community.
 - iii. The Social Enterprise Cafe will serve as the physical venue to host these arts-based activities.
3. The CommuniTREE framework will guide implementation of the Social Enterprise Cafe as follows:
- a. SOIL (values) – Contractor will partner with the Daly City Youth Health Center and the Filipino Mental Health Initiative (FMHI) to ensure a rich foundation in Filipino/a/x values including Kapwa (togetherness) and Ginhawa (total wellness). The partnership will support an integrated system of referrals and services.

- b. ROOTS (supports) – Contractor will establish an Advisory Group of youth, subject matter experts, and stakeholders rooted in the community and familiar with the program strategies.
 - c. TRUNK (target population) – Contractor will serve Filipino/a/x at-risk youth ages 16 to 24. Youth will be engaged in the advisory group, employment at the cafe and in youth development activities and behavioral health services.
 - d. BRANCHES (strategies) – Contractor will employ culturally responsive and population-specific outreach and engagement efforts (e.g. social media campaigns, virtual classroom presentations, extensive promotion within local school districts, and engaging relationships with community partners). Youth programming and the development of the social enterprise business model will integrate youth voice to ensure culturally appropriate strategies.
 - e. LEAVES (youth capacity) – Contractor will provide youth employment and leadership development opportunities. Activities will be holistic and focused on strengthening cultural identity as a protective factor against negative behavioral health outcomes.
 - f. FRUITS (health outcomes) – Contractor will engage in tracking, reporting and evaluation activities to demonstrate the positive impact of the Social Enterprise Cafe on youth health outcomes.
4. By December 31, 2021, Contractor will implement the following start-up activities:
- a. Begin to recruit, hire, and on-board staff for the Social Enterprise Cafe.
 - b. Establish an Advisory Group of youth, subject matter experts, Filipino Mental Health Initiative (FMHI) members and community stakeholders (e.g. local Filipino/a/x-owned businesses).
 - i. Begin developing a logic model and workplan for the Advisory Group
 - c. Identify a physical space that meets the needs of the Social Enterprise Cafe and prioritized programming (e.g. kitchen, multipurpose rooms, therapy room, etc.)

- d. Procure social enterprise business model consultants to complete a social enterprise business plan for the cafe component of the Social Enterprise Cafe.
 - e. Create a culturally appropriate outreach and engagement plan including a referral system infrastructure
 - i. Begin to recruit youth to engage in early start-up activities of the Social Enterprise Cafe.
 - f. Work with the program evaluators in the selection and creation of culturally responsive appropriate tools and data collection methods.
 - i. BHRS will procure the independent program evaluators.
5. Between January 1, 2022 and June 30, 2022, Contractor will implement the following activities to prepare for a soft launch of the Social Enterprise Cafe.
- a. Engage the Advisory Group to inform all planning, implementation, evaluation and sustainability planning.
 - b. Develop a strategic plan including a soft-launch plan for the Social Enterprise Cafe.
 - c. Identify partners for workshops and trainings provided to youth as part of the Social Enterprise Cafe programming.
 - i. Develop a schedule/calendar of behavioral health, wellness, arts-based, and leadership skill building programming for youth including events/activities to foster intergenerational interaction through storytelling.
 - d. Finalize the evaluation plan prior to commencing any youth programming.
 - e. Confirm the physical space for the Social Enterprise Cafe and design a stigma-free, safe, inclusive, and culturally affirming physical space (e.g. decorations are aligned with Filipino/a/x aesthetic, restrooms are gender neutral, kid-friendly and ADA compliant spaces); informed by youth and community stakeholders.
 - i. Procure inventory, materials, furniture, equipment, licensing, and necessary permits.
 - f. Begin implementation (soft-launch) of the youth programming, linkages and referral processes, data collection, and other relevant activities to the social enterprise business model.

6. Between July 1, 2022 and December 31, 2022, Contractor will begin the following activities to prepare for the full launch of the Social Enterprise Cafe.
 - a. Finalize a business plan with the social enterprise business model consultants.
 - b. Finalize the full programming and scheduling for the Social Enterprise Cafe.
 - c. Continue implementing data collection and evaluation activities.
 - d. Engage the Advisory Group in the review of soft-launch activities and the Year 1 Evaluation Report to inform ongoing quality improvement programming of the Social Enterprise Cafe.

7. Between January 1, 2023 and June 30, 2023, Contractor will implement the following activities to support the full launch of the Social Enterprise Cafe.
 - a. Host an event (e.g. grand opening, ribbon cutting) to celebrate the full launch.
 - i. Engage the community, businesses, local policy-makers and other stakeholders.
 - b. Begin profit-generating activities, cultural, capacity development and health programming, events, outreach, referral process and data collection, and evaluation activities.
 - c. Engage Advisory Group in a 6-month review of implementation activities and any data available to support ongoing quality improvement.

8. Between July 1, 2023 and December 31, 2023, Contractor will engage in the following activities to support ongoing implementation and evaluation and to prepare for sustainability planning.
 - a. Continue profit-generating activities, cultural, capacity development and health programming, events, outreach, referral process and data collection, and evaluation activities.
 - b. Engage the Advisory Group in the review of the Year 2 Evaluation Report to inform ongoing quality improvement.

- c. Engage Advisory Group and the social enterprise business consultants in the development of a sustainability plan that includes immediate, short-term, and long-term goals.
9. Between January 1, 2024 and June 30, 2024, Contractor will engage in the following activities to support ongoing implementation, evaluation, and sustainability of the Social Enterprise Cafe.
 - a. Continue profit-generating activities, cultural, capacity development and health programming, events, outreach, referral process and data collection, and evaluation activities.
 - b. Finalize the sustainability plan with the Advisory Group and social enterprise business consultants. Strategies for sustainability may include but are not limited to:
 - i. Inventory current material resources for the cafe and assess for additional needs.
 - ii. Identify the resources that are needed over the long-term (e.g. Filipino food, coffee, tea, beverages, Filipino/a/x identity-based books, etc.).
 - iii. Determine a set of diversified funding strategies.
 - iv. Continue relationships with stakeholders, community leaders, and grant sponsors to gain further funding.
 - v. Identify appropriate partners and sources (e.g. Filipino/a/x businesses, etc.)
 - vi. Develop an action plan for contacting potential donors with the goal of making the request (e.g. utilize platforms, such as eTapestry, to include all donor information in one place and facilitate ongoing communication to all donors).

E. Tracking and Reporting

1. Contractor will meet monthly with the BHRS Manager serving as the contract monitor, to provide implementation updates, trouble-shoot challenges, support data collection and discuss any necessary changes to expenditures and the implementation timeline as needed.
2. Contractor will submit monthly implementation tracking logs as described below in this Exhibit A, Item I.E.3-6., to the BHRS contract monitor along with invoices.
3. Contractor will track operational activities including, but not limited to:
 - a. List of planning meetings held including participants attended, agendas, and minutes

- b. List of staff trainings offered including participants attended
 - c. Advisory Group meeting documentation including participant attendance, meeting agendas, and minutes.
4. Contractor will track behavioral health/wellness, skills building, arts-based and other activities provided at the Social Enterprise Cafe including, but not limited to:
 - a. Number of clients receiving services
 - b. Types of services provided (groups, counseling, workshops, etc.)
5. Contractor will track community engagement and outreach activities including, but not limited to:
 - a. Estimated total number of individuals engaged through outreach
 - b. Types of outreach activities
6. Contractor will track referrals to BHRS or other behavioral health services, social service, or medical needs including, but not limited to:
 - a. Number of referrals
 - b. Referring entity
 - c. Where referrals were made to
 - d. Type of referral made
 - e. No personal identifying information will be tracked/reported
7. Contractor tracking log activities should support the following service delivery annual goals:
 - a. 4,000 outreach encounters through direct promotion at local schools
 - b. 2,000 unique visitors at the Social Enterprise Cafe
 - c. 300 youth referred to services; 150 of which receive behavioral health services

- d. 90 youth participate in mental health programming at the Social Enterprise Café
 - e. 40 youth participate in full programming at the Social Enterprise Cafe (cohort participants)
 - f. 10-12 local youth hired from northern San Mateo County cities to work at the Social Cafe
8. Contractor will submit a year-end report by the fifteenth (15th) of August each fiscal year to the MHSA Manager that includes aggregated annual outcome data, successes, challenges, and clients' stories.

F. Evaluation Activities

- 1. Contractor will participate in and support evaluation activities including, but not limited to focus groups and/or key interviews.
 - a. An independent evaluation consultant, contracted by BHRS, will evaluate this MHSA Innovation project.
 - b. BHRS will work with the Social Enterprise Cafe staff early in the start-up to tailor the evaluation plan and tools as appropriate.
- 2. Contractor will use data collection forms developed by the BHRS evaluation consultant to collect information about individuals engaged, the activities, referral outcomes, and demographics.
- 3. Contractor will enter data collected either in Excel spreadsheets or online data collection tools developed by the BHRS evaluation consultant.
- 4. The following learning goals will guide the development of an evaluation plan.
 - a. Data collected will be analyzed by the BHRS evaluation consultant.

Learning Goal	Possible Measures	Possible Tools
Does an integrated approach to a social enterprise that includes on-site programming	<ul style="list-style-type: none"> ● Number of youths that participate in each programming at the cafe ● Percent of participants that develop cultural pride and sense of belonging 	<ul style="list-style-type: none"> ● Pre/post cultural identity survey ● Pre/post mental health screening

<p>improve mental health outcomes for the Filipino/a/x youth engaged?</p>	<ul style="list-style-type: none"> ● Percent improved mental health (suicide ideation, anxiety, depression) ● Level of satisfaction ● Level of impact the cafe has had on the youth's cultural identification and emotional health. 	<ul style="list-style-type: none"> ● Key interviews and/or focus groups
<p>Does a culturally affirming space increase access to behavioral health and/or other services for Filipino/a/x youth?</p>	<ul style="list-style-type: none"> ● Number referred to behavioral health and/or social services ● Number of transition age youth receiving behavioral health services ● Number that participate in mental health programming as part of the Social Enterprise Cafe. ● Percent decreased stigma and increased knowledge. Baseline penetration and client data from County BHRS and Daly City Youth Health Center 	<ul style="list-style-type: none"> ● Pre/post KAB survey ● Key interviews and/or focus groups
<p>Can a holistic social enterprise model improve quality of life indicators for Filipino/a/x youth?</p>	<ul style="list-style-type: none"> ● Improved dropout rate ● Number that participate in job/internship, academic support, and/or leadership programming ● Improved educational outcomes (suspension, grades, etc.) ● Demographics ● Protective factors ● Impact of leadership and other job skills ● Baseline data from kidsdata.org 	<ul style="list-style-type: none"> ● Pre/post survey ● Demographic survey ● Key interviews and/or focus groups

G. Health Order Compliance

1. Health Order Compliance Requirements

Contractor shall comply with all current health orders issued by the State Department of Health and the County Health Officer until such orders are lifted or deemed no longer necessary for health reasons by the State Department of Health and/or the San Mateo County Health Officer. Current health orders can be found at: <https://covid19.ca.gov/> and at <https://covid19.ca.gov/safer-economy/> for statewide information and at: <https://www.smchealth.org/health-officer-updates/orders-health-officer-quarantine-isolation> for County information.

At a minimum, Contractor will ensure the following:

- a. All clients, staff and volunteers are required to wear face coverings, exceptions can be made for the children served as allowed under state and County health guidelines.
- b. Contractor will create and implement protocols for personal protective equipment (PPE) use, handwashing, isolation for clients who test positive for COVID-19, and visitor protocols (if allowed under the current health order and in compliance with health order requirements (mass testing, which can be met by participating in the BHRS Surveillance Program)).
- c. The requirements and protocols mentioned in items a and b above, as well as all the identified strategies related to the pandemic, should be organized into a basic COVID-19 Plan. The plan should identify what impacts and hazards the pandemic poses for your organization, your response to mitigate these impacts and hazards, thresholds that balance workforce location between telework to in office to face to face services for clients, for example. This simple, living document, should reflect what is important to your organization and how you will manage during the pandemic.

2. Service Delivery During Health Order Restrictions

Contractor will create and implement alternate options for service delivery; such as using the telephone and/or online sessions via a virtual platform (such as Zoom, Teams, etc.), in the event that services cannot be performed face-to-face. The virtual platform selected by the Contractor must have security protocols that ensure health information and the identity of clients is protected.

In the event that the Contractor cannot transition from face-to-face services to a virtual format, or other contracted work cannot be performed, Contractor will notify the BHRS Program Manager to develop alternatives to providing deliverables and/or cancelation of services if a solution cannot be reached. In the event that services are canceled or cannot be performed, funding shall be reduced commiserate with the reduction of services.

II. ADMINISTRATIVE REQUIREMENTS

A. Disaster and Emergency Response Plans

CONTRACTOR will develop and maintain a Disaster and Emergency Response Plan ("Emergency Plan") that includes all of the elements set forth in this Section, as well as any additional elements reasonably requested by the County. The Emergency Plan will also include site-

Specific emergency response plan(s) for each of the sites at which CONTRACTOR provides services pursuant to this Agreement ("Site Plans"). The Emergency Plan and associated Site Plans will address CONTRACTOR preparations to effectively respond in the immediate aftermath of a national, state or local disaster or emergency ("Emergency Response") and plans for the ongoing continuation of Services under the Agreement during and after a disaster or emergency ("Continuity of Operations").

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

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

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

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

B. Quality Management and Compliance

1. Quality Management Program and Quality Improvement Plan

Contractor must have a Quality Management Program and submit a Quality Improvement Plan to Behavioral Health and Recovery Services (BHRS) Quality Management (QM) annually by June 30. The Quality Improvement Plan should address 1) how the Contractor will comply with all elements of this Agreement, 2) the Contractor will maintain an audit disallowance rate of less than five percent (5%), and 3) first appointment will be within fourteen (14) days of referral or request of service. BHRS QM will provide feedback if the submitted plan is missing critical components related to San Mateo County requirements. Additional feedback may be available if requested prior to the submission date.

2. Record Retention

Paragraph 14 of the Agreement notwithstanding, Contractor shall maintain medical records required by the California Code of Regulations. Notwithstanding the foregoing, Contractor shall maintain beneficiary medical and/or clinical records for a period of ten (10) years, except the records of persons under age eighteen (18) at the time of treatment shall be maintained: a) until ten (10) years beyond the person's eighteenth (18th) birthday or b) for a period of ten (10) years beyond the date of discharge, whichever is later. This rule does not supersede professional standards. Contractor may maintain records for a longer period of time if required by other regulations or licenses.

3. Documentation of Services

Contractor shall provide all pertinent documentation required for state and federal reimbursement including but not limited to Consent Forms, assessments, treatment plans, and progress notes. Contractor agencies must submit, via fax to Quality Management at 650-525-1762, their version of these forms for approval before the forms are to be used. Special attention must be paid to documentation requirements for residential treatment facilities.

Documentation shall be completed in compliance with the BHRS Policies & Documentation Manuals (as defined in Paragraph II. of this Exhibit). Contractor agencies are required to provide and maintain record of regular documentation training to staff providing direct services. Proof of trainings including attendance by staff may be requested at any time during the term of this Agreement.

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

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

4. Audits

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

5. Client Rights and Satisfaction Surveys

a. Administering Satisfaction Surveys

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

b. Beneficiary/Patient's Rights

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

c. Advance Directives

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

6. 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>.

7. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management (via fax # 650-525-1762) 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.

8. 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.

a. Credentialing Check – Initial

During the initial contract process, BHRS will send a packet of contract documents that are to be completed by the Contractor and returned to BHRS. Attachment A – Agency/Group Credentialing Information will be included in the contract packet. Contractor must complete Attachment A and return it along with all other contract forms.

b. Credentialing Check – Monthly

Contractor will complete Attachment A – Agency/Group Credentialing Information each month and submit the completed form to BHRS Quality Management via email at: HS_BHRS_QM@smc.gov or via a secure electronic format.

9. Compliance Plan and Code of Conduct

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

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

10. Fingerprint Compliance

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

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

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

C. 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.

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

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

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

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

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

III. GOALS AND OBJECTIVES

Contractor shall ensure that the following outcome objective is pursued throughout the term of this Agreement:

Goal: Increase youth's cultural/ethnic identity as a resilience and protective factor against negative behavioral health outcomes.

Objective: 90% of participants will develop cultural pride and sense of belonging

Goal: Increase youth's access to holistic, capacity development resources to improve overall health and behavioral health indicators.

Objective: 90% of youth develop leadership experience and/or gain a critical skill such as advocacy, finance, problem solving, teamwork, critical thinking, and/or creativity.

Goal: Increase sustainability of social mission-focused programming via a social enterprise business model that generates profit.

Objective: At least 50% of the budget will be sustained by the Social Enterprise Cafe business model.

*** END OF EXHIBIT A ***

EXHIBIT B – PAYMENTS AND RATES
DALY CITY PENINSULA PARTNERSHIP COLLABORATIVE
FY 2021 – 2024

In full consideration of the services provided by Contractor under this Agreement, County shall pay Contractor in the manner described below:

I. PAYMENTS

In full consideration of the services provided by Contractor under this Agreement and subject to the provisions of Paragraph 4 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 4 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 that County shall be obligated to pay for all services provided under this Agreement shall not exceed ONE MILLION SIX HUNDRED SEVENTY THOUSAND TWO HUNDRED TWENTY-FOUR DOLLARS (\$1,670,224) for the agreement term.

B. Rates and Method of Payment

1. FY 2021 – 2022

- a. For the term October 1, 2021 through June 30, 2022, County shall pay Contractor up to a maximum of FIVE HUNDRED FIFTY-SEVEN THOUSAND EIGHT HUNDRED TWENTY-FIVE DOLLARS (\$557,825).
- b. Contractor shall submit monthly invoices for reimbursement by the tenth (10th) business day of the following month. Invoices shall include a clearly itemized list of expenses and services delivered the previous month, as per the attached budget and are subject to approval by the BHRS Manager.

2. FY 2022 – 2023

- a. For the term July 1, 2022 through June 30, 2023, County shall pay Contractor up to a maximum of FIVE HUNDRED NINETY THOUSAND TWO HUNDRED FIFTY-ONE DOLLARS (\$590,251).

I. Monthly Invoice and Payment

Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize all services for which claim is made.

1. Payment by County to Contractor shall be monthly. Invoices that are received after the tenth (10th) working day of the month are considered to be late submissions and may be subject to a delay in payment. Invoices that are received 180 days or more after the date of service are considered to be late invoices. County reserves the right to deny invoices with late invoices or invoices for which completed service reporting forms or electronic service files are not received. Invoices may be sent to BHRS-Contracts-Unit@smcgov.org OR:

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

- J. 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.

- K. 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.

L. Inadequate Performance

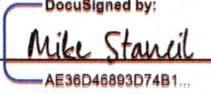
If County or Contractor finds that performance is inadequate, at the County's discretion, a meeting may be called to discuss the causes for the performance problem, to review documentation, billing and/or other reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies.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

M. Invoice Certification and Program Integrity

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

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

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

Executed at _____ California, on _____ 20__ **10/6/2021**
Signed  _____ Title Mike Stancil Executive Director
Agency Daly City Partnership

*** END OF EXHIBIT B ***

ATTACHMENT E

FINGERPRINTING CERTIFICATION

Contractor hereby certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of individuals with whom the Contractor's employees, trainees and/or its subcontractors, assignees, or volunteers have contact. Additionally, Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement and who has/will have supervisory or disciplinary power over a child (Penal Code Section 11105.3) (the "Applicant") shall be fingerprinted in order to determine whether each such Applicant has a criminal history which would compromise the safety of children with whom each such Applicant has/will have contact.

Contractor's employees, volunteers, consultants, agents, and any other persons who provide services under this Agreement will be fingerprinted and: (check a or b)

- a. do NOT exercise supervisory or disciplinary power over children (Penal 11105.3).
- b. do exercise supervisory or disciplinary power over children (Penal 11105.3).

Daly City Peninsula Partnership Collaborative
Name of Contractor

DocuSigned by:
Mike Stancil
Signature of Authorized Official

Mike Stancil
Name (please print)

Executive Director
Title (please print)

10/6/2021
Date

ATTACHMENT I

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

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):

Daly City Peninsula Partnership Collaborative

Street Address or P.O. Box:

725 Price Street

City, State, Zip Code:

Daly City, CA 94015

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

Signature:

DocuSigned by:
Mike Stancil
AE36D46893D74B1...

Title of Authorized Official:

Executive Director

Date:

10/6/2021

*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."

ATTACHMENT T
DISASTER AND EMERGENCY RESPONSE PLAN

AGENCY NAME:

ADDRESS:

NAME OF PRIMARY POINT OF CONTACT:

TELEPHONE NUMBER(S):

EMAIL ADDRESS:

LAST UPDATED:

**I. SUUMMARY OF DISASTER AND EMERGENCY RESPONSE PLAN
("PLAN")**

(The Plan summary sets for the major processes, procedures and goals of the Plan, including a general description of the agency's plans for response and recovery in the immediate aftermath of a national, state, or local disaster or emergency and the agency's plans for the continuation of Services under the Agreement during and after the disaster or emergency.)

II. KEY PERSONNEL AND CONTACT INFORMATION

Name/Title	Role in Plan Implementation	Work Phone	Cell Phone	Work Email	Personal Email

III. EMERGENCY RESPONSE PLAN

(Detailed description of the agency's plan to respond to and recover from the emergency. This includes key matters that need to be addressed and acted on immediately in the event of an emergency to ensure the on-going viability of the agency. May include a description of the agency's plans to address leadership/succession, in the event that agency's leaders are unavailable or incapacitated; securing and establishing alternate facilities and equipment in the event that the agency's primary facilities or equipment are unavailable; access to telecommunications and information technology and other matters appropriate to the agency and its mission.)

IV. CONTINUITY OF OPERATIONS

(This is a detailed description of the agency's plan to ensure the ongoing continuation of services under the Agreement during and after a disaster or emergency. Recognizing that each disaster or emergency will be unique and will pose diverse challenges and constraints that may be impossible to fully anticipate, this section should include a description of the agency's plans for ensuring that staff needed to provide the services set forth in the Agreement are available and able to provide the services and that the agency has identified a process for securing the equipment and supplies needed to perform such services. The agency should attempt to identify, to the extent feasible, the additional personnel, equipment and supply costs that it would incur in providing such ongoing continuity of services to the County.)

V. PLAN PRACTICE AND EXERCISING

(The agency should describe its process to ensure that agency staff is informed of, and trained on, the Plan. This may include a general description of the training materials that are prepared and provided to agency staff and any initial and follow-on training that may be provided.)

VI. OTHER MATTERS

(In this section, the agency will discuss other emergency response-related matters unique to the agency and its mission.)