

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND RESOURCE DEVELOPMENT ASSOCIATES**

This Agreement is entered into this _____ day of _____, 2025, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Resource Development Associates, 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 Mental Health Services Act planning, evaluation and technical assistance services.

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 H—HIPAA Business Associate Requirements

Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed FIVE HUNDRED TWENTY-SIX THOUSAND TWO HUNDRED SEVENTY-THREE DOLLARS (\$526,273). 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 January 1, 2025 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.

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

6. Contract Materials

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

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither

Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

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

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

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

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

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

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

b. Intellectual Property Indemnification

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

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

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

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

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

9. Assignability and Subcontracting

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

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance

has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

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

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

(b) Motor Vehicle Liability Insurance.....\$1,000,000

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

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

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its

option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

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

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County. (This paragraph may be deleted without County Attorney Review if not relevant to this agreement)

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases

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

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

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

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

h. Compliance with Living Wage Ordinance

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

13. Anti-Harassment Clause

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

14. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

15. Retention of Records; Right to Monitor and Audit

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

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

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

16. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision,

requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

17. Controlling Law; Venue

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

18. Notices

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

In the case of County, to:

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

In the case of Contractor, to:

Name/Title: Amalia Egri Freedman/Chief Executive Officer
Address: 330 Franklin Street, Suite 400, Oakland, CA 94607
Telephone: (510) 488-4345
Email: afreedman@rdaconsulting.com

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.

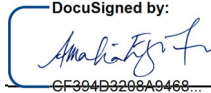
20. Payment of Permits/Licenses

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: Resource Development Associates

 CF394D3208A0468...	12/24/2024	Amalia Egri Freedman
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
RESOURCE DEVELOPMENT ASSOCIATES
FY 2024-2026

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. Introduction

Contractor shall provide planning, data collection and analysis, reporting, evaluation, and technical assistance services to Behavioral Health and Recovery Services (BHRS), across various legislative requirements, including the Mental Health Services Act (MHSA), Proposition 1, and other needs as determined by BHRS.

The following description of services is a proposal that may change based on emerging needs and circumstances, including evaluation plan development and data availability.

B. Description of Services

1. Planning Services: Community Program Planning (CPP) Process
Contractor shall facilitate a comprehensive CPP process in partnership with staff and community stakeholders to support BHRS with the development of the required Proposition 1 – Behavioral Health Services Act (BHSA) – Three-Year Integrated Plan for Fiscal Years 2026-29, which will serve as an overall BHRS strategic plan.
 - a. Phase I: Project Kickoff (January 2025) will include, but not be limited to, the following activities:
 - i. Project launch meeting to kick off the project and confirm a shared understanding of the project goals, roles and responsibilities, timeline, activities, commitments, and deliverables as well as to plan for future project activities.
 - ii. Review of background documentation provided by BHRS to enhance understanding of BHSA context, and desired objectives.

- iii. Finalize and submit workplan based on information gathered through the project launch meeting, and the background documentation review.
 - b. Phase II: CPP Process Kick-Off (February – March 2025) will include, but not be limited to, the following activities:
 - i. Review participatory frameworks to ensure the process effectively encourages stakeholder engagement, considers new BHSA requirements, and incorporates best practices including from the current BHRS CPP process, relevant literature, and learnings from CPP processes in other counties.
 - ii. Launch a 90-minute virtual BHSA Transition Taskforce by March 2025, in partnership with BHRS, to ensure participant foundational knowledge of BHSA and the CPP and provide an opportunity to identify needs and expectations of the group.
 - a) Support the initial invitation and launch, prepare the agenda, meeting materials, and take minutes.
 - b) The BHSA Transition Taskforce will gather virtually four (4) times throughout the CPP process to ensure stakeholder engagement through the end of the strategy development phase.
 - iii. Provide recommendations for updating the CPP process framework based on best practice review and input from the BHSA Transition Taskforce.
 - iv. Finalize and submit a final CPP Process Framework through two iterative rounds of review with BHRS.
 - c. Phase III: Needs Assessment & Strategy Development (April – September 2025) will include, but not be limited to, the following activities:
 - i. Gather and review secondary data.
 - a) Data sources can include administrative and programmatic data from BHRS as well as relevant recent behavioral health data, plans, and assessments.
 - b) Final data sources and materials to review will be identified in collaboration with BHRS.
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- c) Host the second 90-minute virtual BHSA Transition Taskforce meeting to review secondary data preliminary findings and gather feedback to inform gaps and necessary primary data collection.
 - ii. Plan for and collect primary data.
 - a) Develop and administer a brief community survey engaging staff, behavioral health consumers and their families as well as service providers.
 - Contractor will disseminate the survey online and monitor responses.
 - Offer a small incentive for survey participation (e.g., \$10 for the first 50 respondents or raffle two \$25 gift cards).
 - Survey will be available in all the County's prioritized languages (i.e., English, Spanish, Chinese, Tagalog, and Tongan) and meet the County's design standards for inclusion and accessibility.
 - b) Analyze all quantitative and qualitative data and sources gathered through primary and secondary data collection activities to identify specific areas of strength, experienced gaps, and areas of improvement for BHRS services and programming as will be required under the new BHSA legislation.
 - c) Host the third 90-minute virtual BHSA Transition Taskforce meeting to provide an overview of data collected and findings and facilitate small group breakout discussions to further collect stakeholder feedback and identify strengths, weaknesses, and opportunities from individuals served by the BHSA service system and their families and providers.
 - d) Finalize and submit a needs assessment and landscape analysis community-friendly brief to include a summary of key findings from data analysis and stakeholder feedback.
 - The brief will serve as a core resource and foundation to support BHRS, the BHSA Transition Taskforce, and community members and partners in strategy development activities.
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- e) Work collaboratively with BHRS to develop a process for facilitating strategy development sessions across BHSA service needs and populations that is suitable for a variety of community members, service recipients, families, and broader partners.
 - Each session will include an overview of BHSA and the findings from the needs assessment and landscape analysis, and will facilitate attendees in active dialogue to brainstorm strategies and activities and help to prioritize broader behavioral health needs and solutions for the community.
 - Contractor will facilitate six (6) virtual one (1) – hour strategy development sessions with geographically-based collaboratives, health equity initiatives and MHSA stakeholders.
 - Contractor will conduct up to ten (10) key interviews with BHRS staff and communities not represented through strategy development sessions and identified in collaboration with BHRS.
 - Contractor will develop a facilitator guide, slide deck and training for peers and family members, BHRS staff and other stakeholders that volunteer to support data collection.
 - Contractor will provide stipends to peers, family members and community members.
 - f) Host the fourth 90-minute virtual BHSA Transition Taskforce meeting to provide a summary of key findings from the strategy development sessions, facilitate a prioritization process (e.g., by poll or online survey) and collect any final feedback.
- d. Phase IV: BHSA Three-Year Integrated Plan (September—December 2025)
- i. Outline and draft a BHSA Three-Year Integrated Plan in alignment with State guidelines.
 - a) The plan will be inclusive of an executive summary, introduction narrative, description of the CPP process, BHRS funded services/program descriptions,
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- anticipated clients service, and demographic data of individuals served over the past year.
 - b) Submit a draft to BHRS, incorporate feedback and ready the plan for a 30-day public comment period.
 - ii. Finalize the BHSA Three-Year Integrated Plan following the 30-day public comment period and submit to BHRS for presentation to the Board of Supervisors and submission to the State.
 - e. Project Management & Communications (January —December 2025)
 - i. Contractor will provide continuous project management and maintain ongoing communication with BHRS and the BHSA Transition Taskforce.
 - ii. Contractor will work closely with BHRS to ensure the project's progress is closely monitored and meets the intended objectives of the project.
 - iii. The Project Manager will serve as the main coordinator of all project activities and ensure the project remains on track
2. Evaluation Services: BHRS Employee Impact Assessment
- a. Data Collection - contractor will gather primary and secondary data:
 - i. Activities may be adjusted based on the needs of the project so long as they fall within the estimated number of hours for data collection.
 - ii. Data collection activities may include, but are not limited to, the following:
 - Conduct up to three (3) key informant interviews with management to gather contextual information and finetune specific areas of inquiry.
 - Conduct up to four (5) focus groups with staff and management
 - Gather relevant secondary data.
 - Analyze qualitative and quantitative data.
 - b. Contractor will prepare a final, high-level, two-page memo summarizing findings from the employee impact assessment.
 - i. The memo will include:

- a) Description of the purpose of the memo & assessment.
 - b) Description of the assessment methodology.
 - c) Description of number and roles of staff included in the assessment.
 - d) Explanation of how stakeholders contributed to the assessment.
 - e) Outcomes and impact of the “new” staff hires on BHRS
 - f) Findings relating to staffing needs and gaps that remain
 - g) Recommendations for hiring additional staff (based on findings from assessment)
- c. Project Management & Communication – the project management structure will consist of the following:
- i. Project Sponsor, who will provide oversight and coordination across the projects to ensure consistency and adherence to project timelines.
 - ii. Project Manager, who will oversee and coordinate the successful completion of each project’s workplan.
 - The Project Sponsor will hold regular calls with BHRS to review the overall progress of the assessment
 - The Project Manager will hold regular calls with the designated project leads from each contracted provider.
3. Evaluation Services: INN Projects – Kapwa Kultural Center and Cafe (KKC) and PIONEERS Program
- a. Annual Data Collection - Contractor will collect data for each INN project.
- i. Activities may be adjusted based on the needs of the project so long as they fall within the estimated number of hours for data collection.
 - ii. Data collection activities may include, but are not limited to, the following:
 - Collect youth survey.
 - Conduct up to four (4) focus groups with youth participants.
 - Conduct up to four (4) interviews with service providers and stakeholders.
- b. Annual Analysis and Reporting - Contactor will complete one (1) final report required for MHSA INN projects, due June 30, 2026.

- c. The final report will include:
 - i. Name of the Innovative Project.
 - ii. Brief summary of the priority issue related to mental illness or to an aspect of the mental health service system for which the County chose to design and test the Innovative Project.
 - iii. Description of any changes that the County made to the Innovative Project during the course of its implementation and evaluation and the reasons for and impact of the changes, including any changes in the timeline.
 - iv. Program information collected during the reporting period, including required demographic reporting for Innovative Projects that serve individuals.
 - v. Final evaluation results, including but not limited to:
 - a) Description of the evaluation methodology;
 - b) Outcomes of the Innovative Project including those related to the selected primary purpose, with a focus on whatever was new or changed compared to established mental health practices;
 - c) Any variation in outcomes based on demographics of participants, if applicable;
 - d) Assessment of which activities or elements of the Innovative Project contributed to successful outcomes;
 - e) Explanation of how the evaluation was culturally competent;
 - f) Explanation of how stakeholders contributed to the evaluation.
 - g) Whether and how the County will continue the Innovative Project, the source of ongoing funding, if applicable, the reason for the decision, and how the County involved stakeholders in the decision.
 - h) Whether the Innovative Project achieved its intended outcomes and a summary of what was learned.
 - i) Description of how the County disseminated the results of the Innovative Project to stakeholders, and if applicable to other counties (e.g. as the County determined that the information would be of benefit to other counties).
 - d. Project Management & Communication – the project management structure will consist of the following:
 - i. Project Sponsor, who will provide oversight and coordination across the projects to ensure consistency and adherence to project timelines.
-

- ii. Project Manager, who will oversee and coordinate the successful completion of each project's workplan.
 - The Project Sponsor will hold regular calls with BHRS to review the overall progress of each evaluation
 - The Project Manager will hold regular calls with the designated project leads from each contracted provider.
- 4. Evaluation Services: INN Projects – Mobile Behavioral Health Services for Farmworkers and Recovery Connection
 - a. Contractor will evaluate the following two (2) MHSA INN projects to examine the learning objectives outlined in the approved project plans, fulfill required demographic reporting requirements, and produce the annual and final evaluation reports:
 - i. Mobile Behavioral Health Services for Farmworkers (Mobile BHS for Farmworkers)
 - ii. Recovery Connection Center (Recovery Connection)
 - b. Contractor will develop an evaluation plan and data collection plan for each project, based on input from the planning sessions.
 - i. The evaluation plan will describe the following, but is not limited to:
 - a) an overview of the project including the project background, program design, and details about the population the program aims to serve
 - b) an overview of the evaluation including a description of the learning goals identified by the program, the analytic framework, potential limitations that the Contractor will attempt to mitigate and the evaluation reporting requirements.
 - ii. The data collection plan will outline the methods selected to measure each learning goal and the anticipated schedule, roles, and responsibilities of Contractor and the MHSA Innovation project staff in data collection and reporting.
 - c. Annual Data Collection – contractor will collect data for each project.
 - i. Activities may be adjusted based on the needs of the project so long as they fall within the estimated number of hours for data collection.
 - ii. Mobile BHS for Farmworkers - Contractor will engage with providers for their assistance with qualitative client data

collection efforts, will provide training and a stipend to the providers that assist with these efforts.

- a) Collect client survey
- b) Conduct up to two focus groups with client participants, with the support of trained providers if in-person is preferred.
- c) Conduct one virtual interview or virtual focus group with service provider(s)
- d) Conduct one virtual group interview with cultural arts provider(s)

iii. Recovery Connection Center – Contractor will complete all qualitative data collection activities virtually.

- a) Collect participant intake forms
- b) Collect pre/post participant surveys
- c) Collect WRAP pre/post surveys
- d) Conduct up to two virtual focus group or up to four virtual interviews
- e) Conduct up to four virtual staff interviews or one focus group
- f) Conduct up to four virtual WRAP trainer interviews or one focus group
- g) Conduct up to four virtual WRAP trainee interviews or one focus group
- h) Conduct up to four virtual community partner interviews or one focus group.
- i) Provide up to \$500 in gift card incentives to survey participants.

d. Annual Analysis and Reporting - Contractor will carry out all required MHSA Innovation reporting for each project.

i. MHSA Annual reports will be due December 30th of each fiscal year and include the following:

- a) Name and description of project.
- b) Any changes made during the reporting period and reasons for the change.
- c) Available evaluation data, including outcomes of the Innovative Project and information about which elements of the Project are contributing to outcomes.
- d) Program information collected during the reporting period, including required demographic reporting for Innovative Projects that serve individuals.
- e) Final Innovative Project Reports will include:
- f) Name of the Innovative Project.

- g) Brief summary of the priority issue related to mental illness or to an aspect of the mental health service system for which the County chose to design and test the Innovative Project.
 - h) Description of any changes that the County made to the Innovative Project during the course of its implementation and evaluation and the reasons for and impact of the changes, including any changes in the timeline.
 - i) Program information collected during the reporting period, including required demographic reporting for Innovative Projects that serve individuals.
 - j) Final evaluation results, including but not limited to:
 - k) Description of the evaluation methodology.
 - l) Outcomes of the Innovative Project including those related to the selected primary purpose, with a focus on whatever was new or changed compared to established mental health practices;
 - m) Any variation in outcomes based on demographics of participants, if applicable;
 - n) Assessment of which activities or elements of the Innovative Project contributed to successful outcomes;
 - o) Explanation of how the evaluation was culturally competent;
 - p) Explanation of how stakeholders contributed to the evaluation.
 - q) Whether and how the County will continue the Innovative Project, the source of ongoing funding, if applicable, the reason for the decision, and how the County involved stakeholders in the decision.
 - r) Whether the Innovative Project achieved its intended outcomes and a summary of what was learned.
 - s) Description of how the County disseminated the results of the Innovative Project to stakeholders, and if applicable to other counties (e.g., as the County determined that the information would be of benefit to other counties).
- e. Project Management & Communication – the project management structure will consist of the following:
- i. Project Sponsor, who will provide oversight and coordination across the projects to ensure consistency and adherence to project timelines.

- ii. Project Manager, who will oversee and coordinate the successful completion of each project's workplan.
 - iii. The Project Sponsor will hold calls with BHRS at key points in time (e.g., mid-year, end-of-year) to review the overall progress of each evaluation.
 - iv. The Project Managers will hold regular calls with the designated leads from each MHSA Innovation Project.
 - v. Calls will occur monthly during the start-up phase of the evaluation, and monthly thereafter.
 - 5. Technical Assistance and Reporting Services: Adult Mental Health First Aid (AMHFA), Youth Mental Health First Aid (YMHFA) and Parent Project (PP)
 - a. Contractor will provide technical assistance and reporting services for AMHFA, YMHFA and PP including but not limited to:
 - i. Annual reporting
 - ii. Follow-up survey administration
 - iii. Qualitative data collection
 - iv. Database management and technical assistance
 - v. Project management & communications
 - b. Database Management & Technical Assistance
 - i. Support data tracking including notifying program staff of any missing data and providing technical assistance as needed (up to 11 hrs.).
 - ii. Review and adjust the excel database at the end of each FY.
 - c. Follow-up Survey Administration
 - i. Distribute follow up surveys, via email to three survey groups due for follow-up:
 - a) PP course participants
 - b) AMHFA class participants
 - c) YMHFA class participants
 - ii. Support survey administration and gift card distribution:
 - a) Follow up surveys to be sent quarterly to classes that ended 3-6 months prior and to remain open for a two-week period.
 - b) Track follow-up survey responses and send at minimum one reminder to all PP, AMHFA and YMHFA participants.
 - c) Purchase and distribute \$15 gift cards to PP follow-up survey respondents.
-

- d) Purchase and distribute \$15 gift cards to AMHFA and YMHFA follow-up survey respondents.
 - e) Keep a gift card log with recipient information.
 - iii. Provide technical assistance with survey administration as needed (up to 8 hrs./year)
 - iv. Data Analysis and Reporting
 - a) Analyze data to address Prevention and Early Intervention requirements and evaluation questions.
 - b) Prepare FY23-24 & F24-25 AMHFA, YMHFA and PP Annual Reports, due September 30th of each fiscal year.
 - v. Qualitative Data Collection
 - a) Develop qualitative data collection tools
 - b) Collect qualitative data from course participants and/or course instructors for AMHFA, YMHFA, and PP courses.
 - c) Analyze qualitative data and incorporate into annual reports.
 - vi. Project Management and Communication
 - a) Contractor will maintain ongoing project management and communication with BHRS to troubleshoot challenges, including but not limited to:
 - monthly progress calls as needed
 - ad-hoc meetings and email communications

6. Technical Assistance and Reporting Services: Storytelling Program

- a. Complete Project Work Plan
 - i. Contractor will work with BHRS staff to discuss and develop a project work plan that will serve as the guide for implementing all project activities.
 - a) The work plan may include details and timelines for data analysis and PEI reporting.
- b. Complete Data Analysis
 - i. Contractor will complete data analysis to address PEI requirements as per the BHRS' MHSA PEI Data Collection and Reporting Framework.
 - a) This may include qualitative and quantitative analysis of data collected by Storytelling - Photovoice program staff from program databases, referral tracking, surveys, and/or other data collection sources.

b) Contractor will work with BHRS staff to ensure that analyses are completed in a manner that fulfills PEI requirements on an annual basis.

c. Complete PEI Reporting

i. Contractor will complete all PEI-required reporting. This will include completing an annual narrative report due August 30th of each fiscal year that summarizes data analysis findings, as well as the reporting templates to meet the PEI requirements, as per the PEI Data Collection and Reporting Framework.

d. Ongoing Project Management & Communications

- i. Contractor will provide ongoing project management and communications with San Mateo BHRS staff.
- ii. Contractor will provide ongoing project management and communications.
- iii. Contractor will designate a Project Sponsor (Director) who will provide oversight to ensure consistency and adherence to project timelines,
- iv. Contractor will designate a Project Manager who will facilitate the successful completion of the project work plan.
- v. The Project Sponsor will hold calls with BHRS staff at key points in time (e.g., mid-year, end-of-year) to review the overall progress of the project.
- vi. The Project Manager will hold monthly calls with the designated BHRS points of contact.

C. Health Order Compliance Requirements

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

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

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

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

More information, including access to the text of the regulations, COVID-19 Prevention Plan Templates, Frequently Asked Questions, and Fact Sheets can be found at

https://www.dir.ca.gov/dosh/coronavirus/Non_Emergency_Regulations/.

III. GOALS AND OBJECTIVES

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

Goal 1: Provide timely planning and evaluation services to BHRS.

Objective 1: 100% of reports, data collection tools, and other deliverables will be produced by the deadlines agreed upon.

Goal 2: Provide analysis and documentation of all data collected.

Objective 2: 100% of quantitative and qualitative data collected through surveys, input sessions, focus groups, key interviews and other means will be tracked, analyzed and submitted by deadlines agreed upon.

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

EXHIBIT B – SERVICES
RESOURCE DEVELOPMENT ASSOCIATES
FY 2024-2026

In consideration of the services provided by Contractor described in Exhibit A and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

I. PAYMENTS

A Maximum Obligation

The maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed FIVE HUNDRED TWENTY-SIX THOUSAND TWO HUNDRED SEVENTY-THREE DOLLARS (\$526,273). 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.

B Rates

Payments for services described in Paragraph I. of this Exhibit A shall be on a deliverable-based payment schedule as listed below for each component of service required under this Agreement.

The payment schedules are inclusive of all personnel, fringe benefit, materials, equipment, insurance, communications, indirect, facilities, and administrative costs that will be incurred over the course of the proposed project.

1. Planning Services: Community Program Planning (CPP) Process

For the CPP process as described in Paragraph B.1 of Exhibit A, County shall pay up to a maximum of ONE HUNDRED TWENTY-FIVE THOUSAND FIVE DOLLARS (\$125,005).

a FY 2024-25

For the term January 1, 2025 through June 30, 2025, the total amount County shall be obligated to pay shall not exceed SIXTY SIX THOUSAND THREE HUNDRED SEVENTY FIVE DOLLARS (\$66,375) as per the following deliverable-based payment schedule:

CPP Deliverables	Date	Cost
Finalize & Submit Final CPP Process Framework	3/31/25	\$25,648
Complete Needs Assessment & Landscape Brief	6/30/25	\$40,727
Total		\$66,375

b. FY 2025 – 2026

For the term July 1, 2025 through June 30, 2026, the total amount County shall be obligated to pay shall not exceed FIFTY EIGHT THOUSAND SIX HUNDRED THIRTY DOLLARS (\$58,630) as per the following deliverable-based payment schedule:

CPP Deliverables	Date	Cost
Strategy Session Facilitator Guides & Training Materials	9/30/25	\$26,208
Final BHSA Three-Year Integrated Plan	12/31/25	\$32,422
Total		\$58,630

2. For the term January 1, 2025 through June 30, 2025 for the BHRS Employee Impact Assessment as described in Paragraph B.2. of Exhibit A, County shall pay up to a maximum of TWENTY NINE THOUSAND NINE HUNDRED EIGHTY-FIVE DOLLARS (\$29,985), as per the following deliverable-based payment schedule:

Employee Impact Assessment Deliverables	Date	Cost
Final Two-Page Assessment Findings Memo	3/31/25	\$29,985
Total		\$29,985

3. Evaluation Services: INN Project – KKC and PIONEERS

For the INN projects as described in Paragraph B.3. of Exhibit A, County shall pay up to a maximum of ONE HUNDRED THOUSAND THREE-HUNDRED TWENTY DOLLARS (\$100,320).

a. FY 2024 – 2025

For the term January 1, 2025 through June 30, 2025, the total amount County shall be obligated to pay shall not exceed EIGHTEEN THOUSAND NINE HUNDRED TWENTY DOLLARS (\$18,920) as per the following deliverable-based payment schedule:

KKC Deliverables	Date	Cost
Complete Annual Data Collection Plan	6/30/25	\$10,000
PIONEERS Deliverables	Date	Cost
Complete Annual Qualitative Data Collection	5/31/25	\$8,920
Total		\$18,920

b. FY 2025 – 2026

For the term July 1, 2025 through June 30, 2026, the total amount County shall be obligated to pay shall not exceed EIGHTY-ONE THOUSAND FOUR HUNDRED DOLLARS (\$81,400) as per the following deliverable-based payment schedule:

KKC Deliverables	Date	Cost
Complete Annual Evaluation Report	12/31/25	\$25,000
Complete Final Report	6/30/26	\$30,000
PIONEERS Deliverables	Date	Cost
Complete Annual Quantitative Data Collection	9/30/25	\$3,410
Complete Year 2 Annual Evaluation Report	12/31/25	\$6,820
Complete Annual Qualitative Data Collection	4/30/26	\$6,380
Completion of Cumulative Report	6/30/26	\$9,790
Total		\$81,400

4. Evaluation Services: INN Project – Mobile Behavioral Health Services (BHS) for Farmworkers and Recovery Connection

For the INN projects as described in Paragraph B.4. of Exhibit A, County shall pay up to a maximum of ONE HUNDRED EIGHT THOUSAND FIVE HUNDRED DOLLARS (\$108,500).

a. FY 2024 – 2025

For the term January 1, 2025 through June 30, 2025, the total amount County shall be obligated to pay shall not exceed TWENTY-EIGHT THOUSAND DOLLARS (\$28,000) as per the following deliverable-based payment schedule:

Mobile BHS Farmworkers Deliverables	Date	Cost
Complete Annual Qualitative Data Collection	4/30/25	\$13,500
Recovery Connection Deliverables	Date	Cost
Complete Annual Qualitative Data Collection	6/30/25	\$14,500
TOTAL		\$28,000

c. FY 2025 – 2026

For the term July 1, 2025 through June 30, 2026, the total amount County shall be obligated to pay shall not exceed EIGHTY THOUSAND FIVE-HUNDRED DOLLARS (\$80,500) as per the following deliverable-based payment schedule:

Mobile BHS Farmworkers Deliverables	Date	Cost
Complete Annual Quantitative Data Collection	9/30/25	\$11,625
Complete Year 2 Annual Evaluation Report	12/30/25	\$14,875
Complete Annual Qualitative Data Collection	4/30/26	\$13,500
Recovery Connection Deliverables	Date	Cost
Complete Annual Quantitative Data Collection	9/30/25	\$9,500
Second Annual Evaluation Report	12/30/25	\$16,500
Complete Annual Qualitative Data Collection	6/30/26	\$14,500
Total		\$80,500

5. Technical Assistance and Reporting Services: Adult Mental Health First Aid (AMHFA), Youth Mental Health First Aid (YMHFA) and Parent Project (PP)

For the evaluation of AMHFA, YMHFA and PP as described in Paragraph B.5. of Exhibit A, County shall pay up to a maximum of EIGHTY SIX THOUSAND TWO HUNDRED THIRTEEN DOLLARS (\$86,213).

a. FY 2024 – 2025

For the term January 1, 2025 through June 30, 2025, the total amount County shall be obligated to pay shall not exceed TWENTY-TWO THOUSAND EIGHT HUNDRED EIGHTY-THREE DOLLARS (\$22,883) as per the following deliverable-based payment schedule:

Deliverable	Date	Cost
FY24-25 Follow-up Survey Administration & TA AMHFA, YMHFA, PP (quarterly \$1,225)	Ongoing	\$2,450
FY24-25 Qualitative Data Collection: AMHFA, YMHFA, PP (quarterly \$1,350)	June 2025	\$2,700
FY24-25 Database Management AMHFA, YMHFA, PP (bi-annually \$3,512.50)	Ongoing	\$3,513
Project Management & Communications (\$1,620/month)	Ongoing	\$9,720
Direct Costs: Survey Gift Cards – \$15 each; 200 per course (600 total)		\$4,500
Total		\$22,883

Gift card incentive direct expenses will be invoiced in the month the expenses are incurred up to the maximum allowed for this expense per year.

b. FY 2025 – 2026

For the term July 1, 2025 through June 30, 2026, the total amount County shall be obligated to pay shall not exceed SIXTY THREE THOUSAND THREE HUNDRED THIRTY DOLLARS (\$63,330) as per the following deliverable-based payment schedule:

Deliverable	Date	Cost
FY24-25 Analysis & Annual Reporting: AMHFA, YMHFA, PP	Sept 2025	\$17,565
FY25-26 Follow-up Survey Administration & TA AMHFA, YMHFA, PP (quarterly \$1,225)	Ongoing	\$4,900
FY25-26 Qualitative Data Collection for AMHFA, YMHFA, and PP (quarterly \$1,350)	June 2026	\$5,400
FY25-26 Database Management (bi-annually \$3,512.50)	Ongoing	\$7,025
Ongoing Project Management & Communications (\$1,620/month)	Ongoing	\$19,440
Direct Costs: Survey Gift Cards – \$20 each; 200 per course (600 total)		\$9,000
Total		\$63,330

Gift card incentive direct expenses will be invoiced in the month the expenses are incurred up to the maximum allowed for this expense per year.

6. Technical Assistance and Reporting Services: Storytelling

For the technical assistance and reporting as described in Paragraph B.5. of Exhibit A, County shall pay up to a maximum of SEVENTY-SIX THOUSAND TWO HUNDRED FIFTY DOLLARS (\$76,250).

a. FY 2024 – 2025

For the term of January 1, 2025 through June 30, 2025, the total amount County shall be obligated to pay shall not exceed FORTY-THOUSAND ONE HUNDRED NINETY DOLLARS (\$40,190) as per the following deliverable-based payment schedule:

Storytelling Deliverables	Date	Cost
Project Work Plan	1/31/2024	\$4,130
Data Analysis	5/31/2025	\$10,530
FY23-24 PEI Reporting	6/30/2025	\$11,010
Project Management & Communications (\$2,420/month)	Ongoing	\$14,520
Total		\$40,190

b. FY 2025 – 2026

For the term of July 1, 2025 through June 30, 2026, the total amount County shall be obligated to pay shall not exceed THIRTY-SIX THOUSAND SIXTY DOLLARS (\$36,060) as per the following deliverable-based payment schedule:

Storytelling Deliverables	Date	Cost
Data Analysis	5/31/2026	\$10,530
FY24-25 PEI Reporting	6/30/2026	\$11,010
Project Management & Communications (\$1,210/month)	Ongoing	\$14,520
Total		\$36,060

- C. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.
- D. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
- E. In the event this Agreement is terminated prior to June 30, 2026, Contractor shall be paid on a prorated basis for only that portion of the contract term during which Contractor provided services pursuant to this Agreement. Such billing shall be subject to the approval of the Chief of San Mateo County Health or designee.
- F. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.

G. Monthly Invoice and Payment

Contractor shall invoice the County on or before the tenth (10th) working day of each month prior to the service month. 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. County reserves the right to deny payment of invoices if Contractor does not meet contract deliverables.

Invoices are to be sent to:

County of San Mateo
Behavioral Health and Recovery Services
Attn: Kim Lorica
KLorica@smcgov.org

- H. 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.

- I. 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.
- J. Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including assessment and service plans, and progress notes. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the Quality Improvement Manager of San Mateo County BHRS.

K. 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.

L. Claims Certification and Program Integrity

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

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

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

Executed at _____ California, on _____20____

Signed _____ Title _____

Agency _____”

*** END OF EXHIBIT B ***

Attachment H

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

DEFINITIONS

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

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

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

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

OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

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

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

PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

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

OBLIGATIONS OF COUNTY

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

PERMISSIBLE REQUESTS BY COUNTY

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

DUTIES UPON TERMINATION OF AGREEMENT

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

MISCELLANEOUS

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

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

ATTACHMENT I

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

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

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

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

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

Name of 504 Person:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

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

Signature:

DocuSigned by:



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Title of Authorized Official:

Date:

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