

Agreement No. \_\_\_\_\_

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND BEYOND MEASURE PSYCHOLOGY & NUTRITION SERVICES, INC.**

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 Beyond Measure Psychology & Nutrition Services, Inc., hereinafter called "Contractor."

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing evidence-based psychotherapy counseling, family therapy, parent coaching and parent interventions, and continuity of care services and programs funded under the Juvenile Justice Crime Prevention Act (JJCPA); for juvenile justice involved youth.

**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 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 **TWO HUNDRED AND FOUR THOUSAND, NINE HUNDRED DOLLARS AND ZERO CENTS (\$204,900.00)**. 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 **July 1, 2026**, through **June 30, 2029**. The County may, in its sole discretion, exercise an option to extend the term for an additional two-year term under the same terms and conditions set forth in this Agreement. The Chief Probation Officer or his/her designee may exercise the County's option by providing written notice to Contractor at least thirty (30) days prior to the expiration of the initial term of the Agreement.

#### **5. Termination**

This Agreement may be terminated by Contractor or by the Chief Probation Officer 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 to 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.

## **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**

### **10.1. 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.

10.2. 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.

10.3. 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.

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

## **12. Levine Act Compliance**

The Contractor certifies and warrants that Contractor has fully complied, and will remain in full compliance, with all applicable requirements of the Levine Act in connection with this Agreement, including making any required disclosures of campaign contributions to County Officers, which includes but may not be limited to elected County Officers. Elected County Officers include members of the San Mateo County Board of Supervisors, as well as the Assessor-County Clerk-Recorder, Controller, Coroner, District Attorney, Sheriff, and Tax Collector-Treasurer. Any campaign contribution required to be disclosed under the Levine Act in connection with this Agreement shall be disclosed on the disclosure form provided by the County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request.

## **13. Non-Discrimination and Other Requirements**

### **13.1. 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.

### **13.2. 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.

### **13.3. 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.

#### 13.4. 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.

#### 13.5. 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.

#### 13.6. 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.

#### 13.7. 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.

#### **13.8. 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.

#### **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 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: John T. Keene, Chief Probation Officer  
Address: 222 Paul Scannell Drive, San Mateo, CA 94402  
Telephone: (650) 312-8816  
Email: [jkeene@smcgov.org](mailto:jkeene@smcgov.org)

In the case of Contractor, to:

Name/Title: Salena Schapp/PsyD, Co-Founder/Clinical Psychologist  
Address: 617 Veterans Blvd, Suite 101, Redwood City, CA 94063  
Telephone: 650.356.8305  
Email: [salena@beyondmeasuresfbay.com](mailto:salena@beyondmeasuresfbay.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.

**21. Finger Printing and Child Abuse**

**21.1. Child Abuse Prevention and Reporting**

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, Cal Pen Code 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff’s department, county probation department if designated by the County to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

- A. A requirement that all employees, consultants, or agents performing services under this contract who are required by the Penal Code to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
- B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under the Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.

**County of San Mateo Fingerprinting Certification Form**

**DATE:**  
**AGREEMENT WITH:**  
**FOR:**

**Contractor agrees that its employees and/or its subcontractors, assignees and volunteers who, during the course of performing services under this agreement, have**

**contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom contractors' employees, assignees and subcontractors or volunteers have contact.**

**NAME:**

**TITLE:**

**SIGNATURE:**

**DATE:**

## **22. Health Insurance Portability and Accountability Act (HIPAA)**

### **22.1. DEFINITIONS**

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms 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" (E PHI) 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.

## 22.2. 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.

**22.3. 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.

**22.4. 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.

**22.5. 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.

**22.6. 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, except to the extent that Business Associate is required to retain such records under applicable federal or state law or professional record-retention requirements.

Business Associate is required to retain medical records and related Protected Health Information for the minimum period required by applicable law, including retention of adult patient records for at least seven (7) years following the last date of service and retention of minor patient records for at least seven (7) years after the patient reaches the age of majority, or for such longer period as may be required by law. Any retained records shall continue to be subject to all confidentiality, privacy, and security protections set forth in this Agreement.

- b. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, outside of retention that is required by law or professional obligations, Business Associate shall provide County with 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.

## 22.7. 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.

## 23. **Personally Identifiable Information**

### **Requirements for County Contractors, Subcontractors, Vendors and Agents**

#### 23.1. Definitions

Personally Identifiable Information (PII), or Sensitive Personal Information (SPI), as used in Federal information security and privacy laws, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. PII may only be used to assist in the administration of programs in accordance with 45 C.F.R. § 205.40, *et seq.* and California Welfare & Institutions Code section 10850.

a. **“Assist in the Administration of the Program”** means performing administrative functions on behalf of County programs, such as determining eligibility for, or enrollment in, and collecting context PII for such purposes, to the extent such activities are authorized by law.

b. **“Breach”** refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to context PII, whether electronic, paper, verbal, or recorded.

c. **“Contractor”** means those contractors, subcontractors, vendors and agents of the County performing any functions for the County that require access to and/or use of PII and that are authorized by the County to access and use PII.

d. **“Personally Identifiable Information” or “PII”** is personally identifiable information that can be used alone, or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. PII may be electronic, paper, verbal, or recorded.

e. **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the County or County's

Statewide Automated Welfare System (SAWS) Consortium, or under the control of a contractor, subcontractor or vendor of the County, on behalf of the County.

f. **“Secure Areas”** means any area where:

- i. Contractors administer or assist in the administration of County programs; ii. PII is used or disclosed; or
- iii. PII is stored in paper or electronic format.

### 23.2. Restrictions on Contractor re Use and Disclosure of PII

- a. Contractor agrees to use or disclose PII only as permitted in this Agreement and only to assist in the administration of programs in accordance with 45 CFR § 205.50, *et seq.* and California Welfare & Institutions Code section 10850 or as otherwise authorized or required by law. Disclosures, when authorized or required by law, such as in response to a court order, or when made upon the explicit written authorization of the individual, who is the subject of the PII, are allowable. Any other use or disclosure of PII requires the express approval in writing by the County. No Contractor shall duplicate, disseminate or disclose PII except as allowed in this Agreement.
- b. Contractor agrees to only use PII to perform administrative functions related to the administration of County programs to the extent applicable.
- c. Contractor agrees that access to PII shall be restricted to Contractor’s staff who need to perform specific services in the administration of County programs as described in this Agreement.
- d. Contractor understands and agrees that any of its staff who accesses, discloses or uses PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions available under applicable Federal and State laws and regulations

### 23.3. Use of Safeguards by Contractor to Protect PII

- a. Contractor acknowledges that, in the course of performing services under this Agreement, Contractor and its employees, agents, subcontractors, and representatives may have access to confidential information, including Protected Health Information (“PHI”) as defined by the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and other applicable federal and state privacy laws. Contractor shall maintain the confidentiality, privacy, and security of all such information and shall use such information solely for purposes directly related to the performance of services under this Agreement.
- b. Contractor shall implement and maintain appropriate administrative, physical, and technical safeguards to protect confidential information against unauthorized access, use, disclosure, alteration, or destruction. Such safeguards shall include, at a minimum:
  - 1. Restricting access to confidential information to authorized personnel on a need-to-know basis only;
  - 2. Requiring unique user credentials and prohibiting the sharing of usernames or passwords;

3. Utilizing password-protected and encrypted devices and systems, including multi-factor authentication where available;
4. Ensuring that computers, mobile devices, and electronic systems containing or accessing confidential information are secured when unattended;
5. Maintaining secure electronic storage practices and prohibiting the unnecessary storage of PHI on local devices;
6. Requiring secure destruction of confidential information, including shredding of paper records and permanent deletion of electronic files when no longer needed;
7. Ensuring that confidential information is not disclosed through unsecured communications, social media, public discussions, or unauthorized artificial intelligence or internet-based platforms;
8. Conducting telehealth or video-based services only through HIPAA-compatible platforms and in private settings that prevent unauthorized viewing or overhearing; and
9. Providing initial and ongoing privacy and security training to all workforce members with access to confidential information, including annual HIPAA training.

c. Contractor shall immediately report any actual or suspected unauthorized access, use, or disclosure of confidential information to County and shall cooperate fully with any investigation, mitigation efforts, or required breach notifications

#### 23.4. Reporting of Breaches Required by Contractor to County; Mitigation

a. Contractor shall report to County within one business day of discovery, to the County contact listed in this agreement by email or telephone as listed in the of unsecured PII, if that PII was, or is, reasonably believed to have been accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PII in violation of this Agreement, or potential loss of confidential data affecting this Agreement.

b. Contractor understands that State and Federal Law requires a breaching entity to notify individuals of a breach or unauthorized disclosure of their PII. Contractor shall ensure that said notifications shall comply with the requirements set forth in California Civil Code section 1798.29, and 42 U.S.C. section 17932, and its implementing regulations, including but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than sixty (60) calendar days.

c. Contractor agrees to promptly mitigate, to the extent practicable, any harmful effect that is known to Contractor stemming from a use or disclosure of PII in violation of the requirements of this Agreement, including taking any action pertaining to such use or disclosure required by applicable Federal and State laws and regulations.

#### 23.5. Permitted Uses and Disclosures of PII by Contractor

Except as otherwise limited in this schedule, Contractor may use or disclose PII 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.

### 23.6. Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with California Welfare and Institutions Code section 10850, as well as any changes to such notice.
- b. County shall notify Contractor of any changes in, or revocation of, permission by Individual to use or disclose PII, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of PII that County has agreed to in accordance with California Welfare and Institutions Code section 10850.

### 23.7. Permissible Requests by County

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

### 23.8. Duties Upon Termination of Agreement

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

### 23.9. Miscellaneous

- a. **Regulatory References.** A reference in this Attachment to a section in the Personally Identifiable Information 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 in accordance 45 CFR § 205.40, *et seq.* and California Welfare and Institutions Code section 10850.
- c. **Survival.** The respective rights and obligations of Contractor under this Attachment shall survive the termination of the Agreement unless and until the PII is destroyed or returned to the County.
- d. **Interpretation.** Any ambiguity in any provision in this Attachment 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 Contractor.

**24. Rehabilitation Act of 1973**

Refer to the attachment required to be completed by the Contractor.

SIGNATURE PAGE TO FOLLOW

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

For Contractor: Beyond Measure Psychology & Nutrition Services, Inc.

Salena Schapp, PsyD  
Salena Schapp, PsyD (May 31, 2026 07:07:06 PM)

Contractor Signature

05/31/2026

Date

Salena Schapp, PsyD

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**

Beyond Measure Psychology & Nutrition Services, Inc.

### **Services**

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

Beyond Measure Psychology & Nutrition Services, Inc. shall provide evidence-based psychotherapy counseling, family therapy, parent coaching, and continuity of care services and programs funded under the Juvenile Justice Crime Prevention Act (JJCPA); for juvenile justice involved youth.

#### **A. REFERRALS:**

Upon identification of need, services shall be initiated via direct written referral from Juvenile Deputy Probation Officers. Referral format and tracking protocols will be established by mutual agreement.

#### **B. INTAKE:**

- Evaluate referral(s) information to assess preliminary clinical appropriateness and alignment with scope of practice
- Coordinate with referring party to obtain additional information as needed
- Contact the youth and/or caretaker to initiate the intake process within two (2) business days
- Contacts provided on the referral will be contacted three (3) times over the course of two (2) weeks
  - Referrals will be closed after two (2) weeks of unsuccessful attempted outreach, and the referring party shall be notified
- Schedule intake appointments in a timely manner
- Intake services to be conducted in person at Beyond Measure's Redwood City clinic or via telehealth platforms to mitigate transportation barriers and to promote engagement

#### **C. ASSESSMENT AND TREATMENT PLANNING**

Beyond Measure clinicians will conduct comprehensive clinical assessments to evaluate mental health needs, diagnostic presentation, trauma history, family context, and functional impairment. Assessment procedures will be consistent with evidence-based practice and professional standards of care. When available and clinically appropriate, previously completed County- or Probation-required assessment tools will be incorporated to reduce duplication and support coordinated care.

Based on assessment findings, clinicians shall develop an individualized treatment plan informed by diagnostic presentation, youth and family goals, and clinical acuity. Treatment plans will identify appropriate service modalities (e.g., individual therapy, family therapy, parent coaching) and establish preliminary service dosage based on clinical need. Treatment plans will be reviewed and updated as clinically indicated.

#### **D. SERVICE DELIVERY**

Services will be delivered by licensed or supervised license-eligible mental health clinicians with relevant training and experience. Services may be provided in-person or via telehealth to reduce barriers to participation. Service modalities include:

##### **D.1. INDIVIDUAL PSYCHOTHERAPY:**

Evidence-based outpatient therapy addresses trauma-related symptoms, grief, anxiety, depression, emotion regulation difficulties, sleep concerns, and adjustment-related distress. Services provided are trauma informed and culturally responsive, centering on

the value of cultural humility. Clinicians shall be trained in trauma-informed principles and practices and have dedicated weekly consultation time to discuss cultural impacts for our clients.

**D.2. FAMILY THERAPY:**

Family-based interventions tailored to each family and presenting problems. Family-based interventions involving youth and caregivers together, caregiver-only sessions, or extended family members as clinically indicated.

**D.3. PARENT COACHING AND PARENTING INTERVENTIONS:**

For caregivers interested in elevating parenting skills, Beyond Measure will provide parent coaching. In addition, for youth on probation who are parents, Beyond Measure offers Parent Child Interaction Therapy (PCIT) which is an evidence-based Intervention specific for parenting skills for children aged 2-6.

Note: Beyond Measure does not specialize in treatment for substance use disorders, bipolar disorders, or psychotic disorders. Beyond Measure will not provide services for eating disorders under this contract. Youth whose primary needs fall outside the program's scope will be referred to appropriate County-funded or community-based services.

**E. CONTINUITY OF CARE ACROSS LEGAL STATUS**

A core component of Beyond Measure's scope of work is maintaining continuity of care across changes in youth legal status. Youth will not be discharged from services solely due to changes in supervision type or brief periods of detention (under two [2] weeks). When clinically appropriate, Beyond Measure will coordinate with Probation and other providers to support continuity of care during transitions and re-engagement upon reentry to the community. For youth detained for longer periods, services may be paused; however, Beyond Measure will coordinate re-referral and re-engagement upon release, consistent with clinical appropriateness and County coordination procedures.

**F. COLLABORATION AND COORDINATION WITH PROBATION AND OTHER AGENCIES**

Beyond Measure will collaborate closely with Probation and other County-funded and community-based providers to support coordinated, non-duplicative care.

Collaboration activities include:

- Participation in MDT meetings when requested
- Regular communication with probation officers regarding engagement, attendance, and general progress, consistent with confidentiality requirements and release of information
- Coordination and warm handoffs to services addressing needs outside Beyond Measure's scope (e.g., substance use treatment, unmanaged bipolar disorder, intensive family-based interventions)
- Support for youth in meeting probation-related requirements while maintaining clinical independence and therapeutic boundaries

**G. ATTENDANCE AND ACCESS POLICY**

Due to limited appointment availability and the need to ensure access for probation-referred youth, each enrolled client will be permitted up to two (2) no-shows or late cancellations (less than 48 hours' notice) during their course of services. Missed appointments will count toward program utilization. Continued participation will be reviewed following repeated missed appointments, in coordination with the referring party when appropriate.

**H. EVALUATION, DATA & REPORTING**

Beyond Measure shall maintain a robust system for evaluation, accountability, and continuous improvement in accordance with County requirements.

**H.1. DATA COLLECTION:**

Beyond Measure shall collect client-level and programmatic data, including:

- Unduplicated participant/youths count for funded services
- Participant demographics
- Service dosage and participation levels
- Entry and exit dates
- 

**H.2. PERFORMANCE METRICS**

Beyond Measure shall track and report on all performance metrics outlined in Exhibit B, and any additional performance metrics as identified and required through the Probation Department’s Result-Based Accountability (RBA) process.

**H.3. REPORTING:**

Beyond Measure will administer assessments to aid in program and service delivery. These assessments will be agreed upon by both the County and the contractor. Beyond Measure shall submit quarterly invoices accompanied by detailed program reports that include:

- Attendance and participation data
- Summary of services delivered
- Participant feedback and key insights
- Description of program adaptations and improvements

**I. CONTINUOUS QUALITY IMPROVEMENT**

Beyond Measure shall maintain an ongoing feedback and quality improvement process to enhance service delivery.

- Well-qualified staff and effective supervision of program and clinical staff
- Ongoing staff training in trauma-informed and culturally responsive practices
- Quarterly internal review of program performance by management and Executive Leadership
- Annual internal program review and refinement
- Data driven accountability

**J. REQUIRED QUARTERLY CBO MEETINGS**

Beyond Measure shall ensure representation at all scheduled quarterly CBO meetings throughout the contract term. Invitations for the sessions—typically held in February, May, August, and November—will be distributed via email by the Probation Department annually.

## **Exhibit B**

Beyond Measure Psychology & Nutrition Services, Inc.

### **Payments**

In consideration of the services provided by the Contractor as described in Exhibit A and subject to the terms and conditions of this Agreement, the County shall pay the Contractor in accordance with the following terms:

#### **I. MAXIMUM OBLIGATION**

In no event shall the County's total fiscal obligation under this Agreement exceed **TWO HUNDRED AND FOUR THOUSAND, NINE HUNDRED DOLLARS AND ZERO CENTS (\$204,900.00)**.

#### **II. REIMBURSEMENT AND ALLOWABLE COSTS**

The County shall reimburse the Contractor for reasonable and allowable costs incurred in the performance of services described in Exhibit A, in accordance with the approved budget and Payment Schedule.

The County shall not reimburse expenditures that are not submitted within sixty (60) calendar days following the close of the final month of the fiscal year in which the costs were incurred.

#### **III. UNEXPENDED FUNDS**

Any unexpended funds remaining at the end of a fiscal year may be carried forward to the subsequent fiscal year, subject to mutual written agreement between the County and Contractor. Approval may be provided via email.

#### **IV. INVOICING REQUIREMENTS**

##### **A. Frequency**

Contractor shall submit invoices on a quarterly basis

##### **B. Funding**

Invoices shall be submitted for the following funding source:

- Juvenile Justice Crime Prevention Act (JJCPA)

##### **C. Required Invoice Elements:**

Each invoice shall include, at a minimum:

1. Contractor's legal name and remittance address
2. Agreement (contract) number
3. Applicable funding source(s)
4. Unique Invoice number
5. Billing period (fiscal year and quarter covered)
6. Date(s) of service and a brief description of services delivered
7. Units of service and corresponding billable hours (if applicable)
8. Total invoice amount for the billing period
9. Cumulative year-to-date expenditures and remaining contract balance
10. Supporting documentation, as required by the County
11. Quarterly progress report summarizing activities and performance metrics (with a comprehensive year-end summary)
12. Name, title, and signature of an authorized representative
13. Compliance with all County invoicing procedures

#### **V. SUBMISSION METHOD**

The Contractor shall email copies of original, signed invoices, supporting documents, and activity reports to the Probation Department's Fiscal Services Unit:

[Prob\\_Accounts\\_Payable@smcgov.org](mailto:Prob_Accounts_Payable@smcgov.org)

**VI. PAYMENT PROCESSING**

The County shall process properly submitted and approved invoices in accordance with the Payment Schedule.

Payment shall be made only for services rendered and/or allowable expenses incurred under Exhibit A, and only after review and acceptance by the County’s authorized representative.

**VII. FUNDING ALLOCATION**

Funding for this agreement shall be supported by the following sources:

- **Juvenile Justice Crime Prevention Act (JJCPA):** Juvenile justice involved youth

**VIII. PAYMENT SCHEDULE**

<b>PERSONNEL</b>	<b>Annual Units</b>	<b>Unit Cost</b>	<b>FY 2026-27</b>	<b>FY 2027-28</b>	<b>FY 2028-29</b>	<b>Total</b>
Psychotherapy Sessions * Individual * Family * Parent Coaching	192	\$250.00	\$48,000.00	\$48,000.00	\$48,000.00	\$144,000.00
<b>OPERATING COSTS</b>	<b>Annual Units</b>	<b>Hourly Rate</b>	<b>FY 2026-27</b>	<b>FY 2027-28</b>	<b>FY 2028-29</b>	<b>Total</b>
Program Administration and Coordination	.5 hours per week for 48 weeks	\$100.00	\$2,400.00	\$2,400.00	\$2,400.00	\$7,200.00
Interagency Coordination	5 hours per month for 12 months (60 hours)	\$250.00	\$15,000.00	\$15,000.00	\$15,000.00	\$45,000.00
Therapy Supplies & Transportation Assistance	Flat Rate		\$2,500.00	\$2,500.00	\$2,500.00	\$7,500.00
One-time Technology Cost	Flat Fate		\$1,200.00			\$1,200.00
<b>Operating Costs Sub Total</b>			<b>\$21,100.00</b>	<b>\$19,900.00</b>	<b>\$19,900.00</b>	<b>\$60,900.00</b>
<b>PROGRAM BUDGET TOTALS</b>			<b>FY 2026-27</b>	<b>FY 2027-28</b>	<b>FY 2028-29</b>	<b>Total</b>
Direct Personnel Costs			\$48,000.00	\$48,000.00	\$48,000.00	\$144,000.00
Direct Operating Costs			\$21,100.00	\$19,900.00	\$19,900.00	\$60,900.00
<b>TOTAL</b>			<b>\$69,100.00</b>	<b>\$67,900.00</b>	<b>\$67,900.00</b>	<b>\$204,900.00</b>

**IX. INVOICE DUE DATES**

<b>Service Period</b>	<b>Invoice &amp; Reports Due Date</b>
Quarter 1 (July 1 – September 30)	October 15
Quarter 2 (October 1 – December 31)	January 15
Quarter 3 (January 1 – March 31)	April 15
Quarter 4 (April 1 – June 30)	July 7

**X. PERFORMANCE METRICS**

<b>Service Area</b>	<b>Performance Metric</b>	<b>Target Goal</b>
Evidenced-Based Individual Psychotherapy	70% of clients will show symptom reduction after completion (non-dropout) of therapy on their diagnosis-appropriate assessment tool	70%
Family Therapy	70% of families will show improvement in family functioning after completion (non-dropout) of family therapy on a family therapy measure.	70%
Parent Coaching	70% of parents will show symptom reduction after completion (non-dropout) of parent coaching on a child behavior measure.	70%

# ATTACHMENT I

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

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

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

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

- a. Employs fewer than 15 persons.
- b. 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:

*Salena Schapp, PsyD*  
Salena Schapp, PsyD (May 31, 2026 07:07:06 PM)

Title of Authorized Official:

Co-Founder/Psychologist

Date:

05/31/2026

\*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."