

**MEASURE K GRANT AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND JEFFERSON UNION HIGH  
SCHOOL DISTRICT**

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 Jefferson Union High School District, hereinafter called "Contractor" or "Grantee."

\* \* \*

WHEREAS, the Grantee has applied to the County seeking a grant for the purpose of funding the matters set forth in its Project described in Exhibit A (the "Grant");

WHEREAS, the County has approved the grant of certain funds to Grantee pursuant to the terms set forth in this Agreement;

NOW, THEREFORE, it is agreed by the parties to this Agreement as follows:

**1. Exhibits and Attachments**

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

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit C—Contractor Budget
- Attachment I—§ 504 Compliance

**2. Grant**

County hereby grants to Grantee a sum not to exceed **SEVEN HUNDRED FORTY TWO THOUSAND SEVEN HUNDRED TWELVE DOLLARS AND EIGHTY-FOUR CENTS (\$742,712.84)** in consideration of and on the condition that the sum be expended for the sole purpose of carrying out the objectives of Grantee's Project as identified in Exhibit A, and in no event shall the County's total fiscal obligation under this Agreement exceed this amount. Grantee agrees to assume any obligation to secure and furnish any additional funds that may be necessary to carry out its Project.

Funds granted under this Agreement shall not be disbursed until execution of this Agreement by County and Grantee.

County shall disburse grant funds to Grantee 30 calendar days after receipt of a satisfactory invoice. Invoices should be accompanied by back up documentation (e.g., receipts for professional services rendered, salary and benefits back up, etc.) and submittal of any required summary reports outlined in Exhibits A or B. The County reserves the right to change the disbursement method during the term of this Agreement.

### **3. Term & Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall begin September 1, 2024, and continue through June 30, 2027. This Agreement will not automatically renew, nor shall it create any reliance on the possibility of future grants.

County may terminate this Agreement based upon the unavailability of Federal, State, or County funds by providing written notice to Grantee within a reasonable time after County learns of said unavailability of funding. Grantee acknowledges that this Agreement may be subject to approval of the Board of Supervisors and assumes all risk of possible non-appropriation and non-approval of funds.

County may suspend and/or terminate this Agreement if Grantee fails to comply with the terms of this Agreement and may, in its sole discretion, withhold or cancel pending and future disbursements of grant funds and/or require Grantee to return some or all funds disbursed under this Agreement.

### **4. 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.

### **5. Project Administration**

The Parties agree that the Project as described in Exhibit A shall not be altered without a written amendment to this Agreement, signed by both the County and the Grantee. Grantee shall provide written reports to the County's authorized representative in accordance with Exhibit B.

### **6. 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.

## **7. 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:

- X Comprehensive General Liability... \$1,000,000  
(Applies to all agreements)
- X Motor Vehicle Liability Insurance... \$1,000,000  
(To be checked if motor vehicle used in performing services)
- X Professional Liability..... \$1,000,000  
(To be checked if Grantee is a licensed professional)

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.

**8. Assignability and Subcontracting**

Grantee shall not assign this Agreement or any portion of it to a third party. Except as set forth in Exhibit A, Grantee shall not subcontract with a third party to perform the Project. 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 and the County shall have the right to a refund of all funds disbursed under this Agreement.

**9. Compliance With Laws**

All services to be performed by Grantee in connection with the Project shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including, but not limited to, any laws related to payment of prevailing wages pursuant to the California Labor Code. In connection with the Project, Grantee bears responsibility to obtain, at Grantee’s expense, any license, permit, or approval required from any agency.

**10. Merger Clause; Amendments**

This Agreement, including Exhibits, constitutes the sole Agreement of the parties regarding the Grant, 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 concerning the Grant that are not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**11. 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.

**12. 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:	In the case of Grantee, to:
San Mateo County Health Behavioral Health and Recovery Services Jason Kimbrough, Clinical Services Manager II 350 90 <sup>th</sup> Street, Daly City, CA 94015 Email: <a href="mailto:jkimbrough@smcgov.org">jkimbrough@smcgov.org</a> Phone: (650) 216-8699	Jefferson Union High School District – Daly City Youth Health Center Annya Shapiro, Executive Director 123 Edgemont Drive, Building A Daly City, CA 94015 Email: <a href="mailto:ashapiro@jeffersonunion.net">ashapiro@jeffersonunion.net</a> Phone: (650) 877-5700

**13. Electronic Signature**

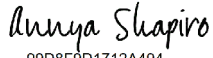
Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County’s Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

\* \* \*

\* \* \*

**THIS AGREEMENT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO FUNDS WILL BE DISTRIBUTED UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY'S AUTHORIZED DESIGNEE.**

**For Grantee:**

<p>DocuSigned by:    <small>99D8F9D1712A494...</small></p>	<p>11/15/2024</p>	<p><b>Jefferson Union High School District</b></p>
<p>(signature)          Authorized Representative          Grantee</p>	<p>Date</p>	<p>Name of Grantee</p>


**Name/Title**

**Anya Shapiro, LMFT / Executive Director DCYHC**

(please print name)  
Authorized Representative  
Grantee

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COUNTY OF SAN MATEO

By:  Resolution No. 080839  
President, Board of Supervisors, San Mateo County

Date: January 7, 2025

ATTEST:   
By:  
Clerk of Said Board

EXHIBIT A – SERVICES  
Jefferson Union High School District  
FY 2024 – 2027

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

Measure K funds will be used to support the provision of behavioral health, substance use prevention, and youth-leadership programs to improve local health outcomes and advance health equity. Services shall be provided for clients of the Daly City Youth Health Center (DCYHC) and may occur at DCYHC, Jefferson Union High School District schools, or in the community.

B. Use of Funds

Measure K funds will support the salaries of staff who are administering direct services, including a yearly cost of living adjustment increase, and to support program training, consulting, group session supplies, equipment, marketing, technology, and facility costs. Funds will also be used to provide pro bono services to clients who do not have and/or who are not eligible for health insurance coverage. Fifteen percent (15%) of funds will be used for administrative costs.

C. Services

1. Pro-Bono Mental Health Services

Contractor shall provide pro-bono mental health services to fifteen percent (15%) (approximately 40) of Contractor clients who are not eligible for Medi-Cal. This shall include clients who are uninsured, underinsured, or are unable to access mental health services through their private insurance and do not otherwise qualify for Medi-Cal/HPSM.

2. Mental Health Provider Training

100% of Contractor clinicians shall participate in ongoing Family Systems training and utilize PCOMS (Partners for Change Outcomes Management System) with clients to elicit feedback and track wellbeing outcomes. Contractor clinical supervisors will provide ongoing training to Contractor's mental health providers to fortify their clinical growth to foster positive client outcomes and

culturally responsive care. Trainings shall include in-vivo supervision and session recordings.

3. Social Emotional Skills Building Youth Groups

Contractor shall conduct 100 client Social Emotional Skills Building group sessions. Sessions will include skills development for building and sustaining healthy relationships, identifying boundaries, navigating difficult conversations, conflict resolution, and exploring identity and sense of self.

4. Funded Personnel Salaries and Benefits

The following Contractor personnel positions shall be funded.

<b>Position</b>	<b>Number</b>	
Operations Assistant	1	
MH Clinician - FT	2	
MH Clinician - PT	2	
Director of Behavioral Health	2	
Behavioral Health Manager	1	Years 2 & 3
Intake Coordinator	1	
Operations Manager	1	
Executive Director	1	
Play Manager	1	
PLAY Staff Leader	2	

D. Deliverables

1. At least 65% of Contractor clients will achieve reliable or clinically significant improvement in their wellbeing by the end of treatment.
2. At least 80% of youth participating in the Social Emotional Skill Building groups will demonstrate an improvement in skills, knowledge, and peer advocacy.



E. Schedule

Task/project phase	Estimated start date	Estimated end date	Frequency
Individual/family pro-bono therapy sessions will occur weekly, beginning as needed and ending when clinically appropriate	Within 10 days of referral to treatment	When clinically appropriate. Usually within approximately 4 months or upon reaching significant wellbeing improvement	1 hour weekly individual 1 hour weekly family (if available) Up to 1 hour weekly case management (as needed)
All clinicians participate in ongoing Family Systems one way mirror	September 2024	May 2025	17 total sessions
PLAY groups(@ 4 high schools	Mid-late September 2024	May 2025	90 min meeting 1 x/week per group

F. Health Order Compliance Requirements

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

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

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

More information, including access to the text of the regulations, COVID-19 Prevention Plan Templates, Frequently Asked Questions, and Fact Sheets can be found at [https://www.dir.ca.gov/dosh/coronavirus/Non\\_Emergency\\_Regulations/](https://www.dir.ca.gov/dosh/coronavirus/Non_Emergency_Regulations/).

## II. ADMINISTRATIVE REQUIREMENTS

### A. Disaster and Emergency Response Plans

CONTRACTOR will develop and maintain a Disaster and Emergency Response Plan (“Emergency Plan”) that includes all of the elements set forth in this Section, as well as any additional elements reasonably requested by the County. The Emergency Plan will also include site-Specific emergency response plan(s) for each of the sites at which CONTRACTOR provides services pursuant to this Agreement (“Site Plans”). The Emergency Plan and associated Site Plans will address CONTRACTOR preparations to effectively respond in the immediate aftermath of a national, state or local disaster or emergency (“Emergency Response”) and plans for the ongoing continuation of Services under the Agreement during and after a disaster or emergency (“Continuity of Operations”).

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

The Emergency Plan will indicate, in as much detail as reasonably possible, the categories of additional staff, supplies, and services that CONTRACTOR projects would be necessary for effective Emergency Response and Continuity of Operations and the costs that the CONTRACTOR projects it would incur for such additional staff, supplies and services. CONTRACTOR shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating

with, and following direction provided by, the County's Medical Health Operational Area Coordinator (MHOAC). In the event that the CONTRACTOR is required to implement the Emergency Plan during the term of the Agreement, the parties will confer in good faith regarding the additional staff, supplies and services needed to ensure Emergency Response and/or Continuity of Operations owing to the particular nature of the emergency, as well as whether the circumstances warrant additional compensation by the County for additional staff, supplies and services needed for such Emergency Response and/or Continuity of Operations.

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

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

## B. Quality Management and Compliance

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

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

### 2. QUALITY IMPROVEMENT ACTIVITIES AND PARTICIPATION

Contractor shall comply with the County's ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program (42 C.F.R. § 438.330(a)) and work with the County to improve established outcomes by following structural and

operational processes and activities that are consistent with current practice standards.

- a. Contractor shall participate in quality improvement (QI) activities, including clinical and non-clinical performance improvement projects (PIPs), as requested by the County in relation to state and federal requirements and responsibilities, to improve health outcomes and clients' satisfaction over time. Other QI activities include quality assurance, collection and submission of performance measures specified by the County, mechanisms to detect both underutilization and overutilization of services, client and system outcomes, utilization management, utilization review, provider appeals, provider credentialing and re-credentialing, and client grievances. Contractor shall measure, monitor, and annually report to the County its performance.
- b. Contractor shall implement mechanisms to assess client/family satisfaction based on County's guidance. The Contractor shall assess client/family satisfaction by:
  - 1) Surveying client/family satisfaction with the Contractor's services at least annually.
  - 2) Evaluating client grievances, appeals and State Hearings at least annually.
  - 3) Evaluating requests to change persons providing services at least annually.
  - 4) Informing the County and clients of the results of client/family satisfaction activities.
- c. Contractor, if applicable, shall implement mechanisms to monitor the safety and effectiveness of medication practices. This mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs, at least annually.
- d. Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually and shared with the County.
- e. Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.
- f. Contractor shall collaborate with County to create a QI Work Plan with documented annual evaluations and documented revisions as needed. The QI Work Plan shall

- evaluate the impact and effectiveness of its quality assessment and performance improvement program.
- g. Contractor shall attend and participate in the County's Quality Improvement Committee (QIC) to recommend policy decisions, review and evaluate results of QI activities, including PIPs, institute needed QI actions, and ensure follow-up of QI processes. Contractor shall ensure that there is active participation by the Contractor's practitioners and providers in the QIC.
  - h. Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.
  - i. Contractor shall participate, as required, in annual, independent external quality reviews (EQR) of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

### 3. Referring Individuals to Psychiatrist

Contractor will have written procedures for referring individuals to a psychiatrist or physician when necessary, if a psychiatrist is not available.

### 4. Client Rights and Satisfaction Surveys

#### a. Administering Satisfaction Surveys

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

#### b. Beneficiary/Patient's Rights

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

#### c. Advance Directives

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

### 5. Compliance with HIPAA, Confidentiality Laws, and PHI Security

- a. Contractor must implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Protected Health Information (PHI), including electronic PHI that it creates, receives, maintains, uses or transmits, in compliance with 45 C.F.R and to prevent use or disclosure of PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards. Contractor is required to report any security incident or breach of confidential PHI to BHRS Quality Management within twenty-four (24) hours.
- b. Contractor will develop and maintain a written Privacy and Security Program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities.
- c. Contractor agrees to comply with the provisions of 42 C.F.R. Part 2 as described below if records contain or contract possesses any PHI covered under 42 C.F.R Part 2:
  1. Acknowledge that in receiving, storing, processing, or otherwise using any information from BHRS about the clients in the program, it is fully bound by the provisions of the federal regulations governing Confidentiality of Behavioral Health and Recovery Services Patient Records, 42 C.F.R. Part 2;
  2. Undertake to resist in judicial proceedings any effort to obtain access to information pertaining to clients otherwise than as expressly provided for in the federal confidentiality regulations, 42 C.F.R. Part 2; and
  3. Agree to use appropriate safeguards to prevent the unauthorized use or disclosure of the protected information.
- d. Confidentiality Training

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

6. Other Required Training

Contractor will complete and maintain a record of annual required trainings. The following trainings must be completed on an initial and then annual basis:

- a. Confidentiality & HIPAA for BHRS Mental Health and AOD: All New Staff HIPAA
- b. Compliance Training for BHRS New Staff
- c. Fraud, Waste, & Abuse Training for BHRS: All New Staff
- d. Critical Incident Management for BHRS
- e. Cultural Humility
- f. Interpreter training (if using interpreter services)

Trainings may be offered through the County's Learning Management System (LMS) located at:

[https://sanmateocounty.csod.com/LMS/catalog/Welcome.aspx?tab\\_page\\_id=-67](https://sanmateocounty.csod.com/LMS/catalog/Welcome.aspx?tab_page_id=-67).

Contractor must register on the LMS site to access the training modules. The link to register for a LMS new account is:

<https://sanmateocounty.csod.com/selfreg/register.aspx?c=bhrscp01>

. Proof of training, such as certificate of completion, may be requested at any time during the term of this Agreement.

7. Critical Incident Reporting

Contractor is required to submit Critical Incident reports to BHRS Quality Management on the same day of the incident or within 24 hours when there are unusual events, accidents, errors, violence or significant injuries requiring medical treatment for clients, staff or members of the community. (Policy #93-11 and 45 C.F.R. § 164, subpart C, in compliance with 45 C.F.R. § 164.316.)

The incident reports are confidential however discussion may occur with the Contractor regarding future prevention efforts to reduce the likelihood of recurrence. Contractor is required to participate in all activities related to the resolution of critical incidents, including but not limited to participation in quality improvement meetings, provision of all information requested by the County relevant to the incident, and Contractor staff cooperation.

8. Ineligible Employees

Behavioral Health and Recovery Services (BHRS) requires that contractors comply with Federal requirements as outlined in 42

CFR (438.608) Managed Care Regulations. Contractors must identify the eligibility of employees, interns, or volunteers prior to hiring and on a monthly basis thereafter. Results of the eligibility screenings are to be maintained in the employee files. This process is meant to ensure that any person delivering services to clients of BHRS are not currently excluded, suspended, debarred or have been convicted of a criminal offense as described below. The Contractor must notify BHRS Quality Management (by completing the BHRS Critical Incident Reporting Form, Policy#93-11) should a current employee, intern, or volunteer be identified as ineligible. Contractors are required to screen for ineligible employees, interns, and volunteers by following procedures included in BHRS Policy # 19-08, which can be found online at: <https://www.smchealth.org/bhrs-policies/credentialing-and-re-credentialing-providers-19-08>. BHRS Quality Management must be notified within twenty-four (24) hours of any violations. Contractor must notify BHRS Quality Management if an employee's license is not current or is not in good standing and must submit a plan to correct to address the matter.

a. Credentialing Check – Initial

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

b. Credentialing Check – Monthly

Contractor will complete Attachment A – Agency/Group Credentialing Information each month and submit the completed form to BHRS Quality Management via email at: [HS\\_BHRS\\_QM@smcgov.org](mailto:HS_BHRS_QM@smcgov.org) or via a secure electronic format.

9. Compliance Plan and Code of Conduct

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



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

10. Fingerprint Compliance

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

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

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

11. PROVIDER APPLICATION AND VALIDATION FOR ENROLLMENT (PAVE)

- a. Contractor shall ensure that all of its required clinical staff, who are rendering SMHS to Medi-Cal clients on behalf of Contractor, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to BHIN 20-071 requirements, the 21st Century Cures Act and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.
- b. SMHS licensed individuals required to enroll via the "Ordering, Referring and Prescribing" (ORP) PAVE enrollment pathway (i.e. PAVE application package) available through the DHCS PED Pave Portal, include:

Licensed Clinical Social Worker (LCSW), Licensed Marriage and Family Therapist (LMFT), Licensed Professional Clinical Counselor (LPCC), Psychologist, Licensed Educational Psychologist, Physician (MD and DO), Physician Assistant, Registered Pharmacist/Pharmacist, Certified Pediatric/Family Nurse Practitioner, Nurse Practitioner, Occupational Therapist, and Speech-Language Pathologist. Interns, trainees, and associates are not eligible for enrollment.

E. Cultural Competency

Implementations of these guidelines are based on the National Culturally and Linguistically Accessible Services (CLAS) Standards issued by the Department of Health and Human Services. For more information about these standards, please contact the Office of Diversity & Equity (ODE) at 650- 573-2714 or ode@smcgov.org.

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

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

- a. Implementation of policies and practices that are related to promoting diversity and cultural competence, such as ongoing organizational assessments on disparities and needs, client's rights to receive language assistance.
- b. Contractor forum for discussing relevant and appropriate cultural competence-related issues (such as a cultural competence committee, grievance, or conflict resolution committee).
- c. Ongoing collection of client cultural demographic information, including race, ethnicity, primary language, gender and sexual orientation in health records to improve service provision and help in planning and implementing CLAS standards.
- d. Staffing objectives that reflect the cultural and linguistic diversity of the clients. (Contractor will recruit, hire and retain clinical staff members who can provide services in a

culturally and linguistically appropriate manner.)

- e. Contractor will ensure that all program staff receive at least 8 hours of external training per year (i.e. sponsored by BHRS or other agencies) on how to provide culturally and linguistically appropriate services including the CLAS and use of interpreters.
2. Contractor will actively participate in at least one cultural competence effort within BHRS and/or to send a representative to attend a Health Equity Initiative (HEI), including but not limited to the Diversity & Equity Council (DEC), for the term of the Agreement. Participation in an HEI/DEC allows for the dissemination of CLAS as well as ongoing collaborations with diverse stakeholders. Contractor shall submit to BHRS Office of Diversity and Equity (ODE) by March 31st, a list of staff who have participated in these efforts. For more information about the HEI/DEC, and other cultural competence efforts within BHRS, contact ODE or visit <https://www.smchealth.org/health-equity-initiatives>.
  3. Contractor will establish the appropriate infrastructure to provide services in County identified threshold languages. Currently the threshold languages are: Spanish, Tagalog and Chinese (Mandarin and Cantonese). If Contractor is unable to provide services in those languages, Contractor is expected to contact their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact ODE.
  4. Contractor will translate relevant and appropriate behavioral health- related materials (such as forms, signage, etc.) in County identified threshold languages in a culturally and linguistically appropriate manner. BHRS strongly encourages its contractors to use BHRS- sponsored forms in an effort to create uniformity within the system of care. Contractor shall submit to ODE by March 31st, copies of Contractor's health-related materials in English and as translated.
  5. Should Contractor be unable to comply with the cultural competence requirements, Contractor will meet with the BHRS Analyst/Program Manager and ODE ([ode@smcgov.org](mailto:ode@smcgov.org)) to plan for appropriate technical assistance.

### III. GOALS AND OBJECTIVES

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

#### A. Community-Based Partnership

Priority Area 1: Community Connection and Supports

Goal 1: Increase assets and resilience of vulnerable populations.

Objective 2: 80% of youth participating in the Social Emotional Skill Building groups will demonstrate an improvement in skills, knowledge, and peer advocacy

Data to be collected by Contractor.

#### B. Mental Health Services

Goal 1: Contractor shall prevent more intensive levels of mental health services for clients.

Objective 1: No more than five percent (5%) of cases treated by Contractor shall be admitted to a psychiatric emergency service unit between the time of intake and a year after intake.

Data to be collected by Contractor.

#### C. Satisfaction

Goal: To enhance clients' satisfaction with the services provided.

Objective 1: At least ninety percent (90%) of customer survey respondents will rate services as good or better.

Objective 2: At least ninety percent (90%) of customer survey respondents will rate access to mental health services as good or better.

Data collection to be completed by the County in cooperation with Contractor.

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

EXHIBIT B – PAYMENTS AND RATES  
Jefferson Union High School District  
FY 2024 – 2027

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

I. PAYMENTS

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

A. Maximum Obligation

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

In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed SEVEN HUNDRED FORTY TWO THOUSAND SEVEN HUNDRED TWELVE DOLLARS AND EIGHTY-FOUR CENTS (\$742,712.84).

Subject to the maximum amount stated above and the terms and conditions of this Agreement, Contractor shall be reimbursed the full cost of providing services described in Section I of Exhibit A.

Contractor shall bill the County on the tenth (10<sup>th</sup>) business day of the month clearly itemizing expenditures and services delivered the previous month and subject to approval by the BHRS Manager.

B. Payment for Services

1. FY 2024-2025

For the period of September 1, 2024, through June 30, 2025, Contractor shall be paid the monthly amount of maximum amount of TWO HUNDRED FORTY TWO THOUSAND NINE HUNDRED FOUR DOLLARS AND SEVENTY-SIX CENTS (\$242,904.76).

2. FY 2025-2026

For the period of July 1, 2025, through June 30, 2026, Contractor shall be paid the monthly amount of maximum amount of TWO HUNDRED FORTY NINE THOUSAND EIGHT HUNDRED FORTY THREE DOLLARS AND NINETY-FOUR CENTS (\$249,843.94).

3. FY 2026-2027

For the period of July 1, 2026, through June 30, 2027, Contractor shall be paid the monthly amount of maximum amount of TWO HUNDRED FORTY NINE THOUSAND NINE HUNDRED SIXTY FOUR DOLLARS AND FOURTEEN CENTS (\$249,964.14).

C. Funded services

	Year 1 (Sept' 24- June '25)		Year 2 (July '25- June '26)		Year 3 (July '26- June '27)	
<b>Staffing</b>						
Operation Assistant	1.00		0.35		0.25	
MH Clinician - (FT (2)	0.20		0.16		0.16	
MH clinician - PT (2)	0.20		0.16		0.16	
Director of Behavioral Health (2)	0.20		0.16		0.16	
Behavioral Health Manager			0.08		0.08	
Intake Coordinator	0.10		0.08		0.08	
Operations Manager	0.10		0.08		0.08	
Executive Director	0.10		0.08		0.08	
PLAY Manager	0.10		0.08		0.08	
PLAY Staff Leader (2)	0.40		0.8		0.8	
<b>Staffing Total</b>	<b>2.40</b>	<b>171,113.98</b>	<b>2.03</b>	<b>214,781.89</b>	<b>1.93</b>	<b>212,818.05</b>
Materials and Supplies		1,558.01		1,569.08		993.25
Equipment & Technology						
Marketing & Promotion		7,100.00				
Facility Costs		32,259.31				
Other		5,360.00		1,040.33		3,580.00
<b>Program Total</b>		<b>46,277.32</b>		<b>2,609.41</b>		<b>4,573.25</b>
<b>Total Direct Costs</b>		<b>217,391.30</b>		<b>217,391.30</b>		<b>217,391.30</b>
15% Admin/Overhead		25,513.46		32,452.64		32,572.84
<b>Contract Total</b>		<b>242,904.76</b>		<b>249,843.94</b>		<b>249,964.14</b>

D. Contractor's annual FY 2024-25 budget is attached and incorporated into this Agreement as Exhibit C.

Contractor will be responsible for all expenses incurred during the performance of services rendered under this Agreement.

- E. Modifications to the allocations in Paragraph B 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.
- F. The Chief of San Mateo County Health or designee is authorized to execute contract amendments which modify the County's maximum fiscal obligation by no more than \$25,000 (in aggregate), and/or modify the contract term and/or services so long as the modified term or services is/are within the current or revised fiscal provisions.
- G. In the event that funds provided under this Agreement are expended prior to the end of the contract period, Contractor shall provide ongoing services under the terms of this Agreement through the end of the contract period without further payment from County.
- H. In the event this Agreement is terminated prior to June 30, 2027, 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.
- I. At any point during the Agreement term, Contractor shall comply with all reasonable requests by County to provide a report accounting for the Grant Funds distributed by the County to the Contractor to-date.
- J. Payment by County to Contractor shall be monthly. Claims 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. Claims that are received 180 days or more after the date of service are considered to be late claims. County reserves the right to deny invoices with late claims or claims for which completed service reporting forms or electronic service files are not received. Claims may be sent to [BHRIS-Contracts-Unit@smcgov.org](mailto:BHRIS-Contracts-Unit@smcgov.org): OR

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

- K. 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.

L. Inadequate Performance

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

M. Claims Certification and Program Integrity

1. Contractor shall comply with all state and federal statutory and regulatory requirements for certification of claims, including Title 42, Code of Federal Regulations (CFR) Part 438, Sections 438.604, 438.606, and, as effective August 13, 2003, Section 438.608, as published in the June 14, 2002 Federal Register (Vol. 67, No. 115, Page 41112), which are hereby incorporated by reference.
2. Anytime Contractor submits a claim to the County for reimbursement for services provided under Exhibit A of this Agreement, Contractor shall certify by signature that the claim is true and accurate by stating the claim is submitted under the penalty of perjury under the laws of the State of California.

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

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

Executed at \_\_\_\_\_ California, on \_\_\_\_\_ 20\_\_

Signed \_\_\_\_\_ Title \_\_\_\_\_

Agency \_\_\_\_\_ ”

3. The certification shall attest to the following for each beneficiary with services included in the claim:



- a. An assessment of the beneficiary was conducted in compliance with the requirements established in this agreement.
  - b. The beneficiary was eligible to receive services described in Exhibit A of this Agreement at the time the services were provided to the beneficiary.
  - c. The services included in the claim were actually provided to the beneficiary.
  - d. Medical necessity was established for the beneficiary as defined under California Code of Regulations, Title 9, Division 1, Chapter 11, for the service or services provided, for the timeframe in which the services were provided.
  - e. A client plan was developed and maintained for the beneficiary that met all client plan requirements established in this agreement.
  - f. For each beneficiary with specialty mental health services included in the claim, all requirements for Contractor payment authorization for specialty mental health services were met, and any reviews for such service or services were conducted prior to the initial authorization and any re-authorization periods as established in this agreement.
  - g. Services are offered and provided without discrimination based on race, religion, color, national or ethnic origin, sex, age, or physical or mental disability.
4. Except as provided in Paragraph II.B.6. of Exhibit A relative to medical records, Contractor agrees to keep for a minimum period of three years from the date of service a printed representation of all records which are necessary to disclose fully the extent of services furnished to the client. Contractor agrees to furnish these records and any information regarding payments claimed for providing the services, on request, within the State of California, to the California Department of Health Services; the Medi-Cal Fraud Unit; California Department of Mental Health; California Department of Justice; Office of the State Controller; U.S. Department of Health and Human Services, Managed Risk Medical Insurance Board or their duly authorized representatives, and/or the County.

\*\*\* END OF EXHIBIT B \*\*\*

EXHIBIT C - BUDGET

Expense Type	Quantity	Unit of Measure	Cost	Applicant Description of Items
Personnel costs	1	Lump sum	\$171,113.98	Adding New Position (Jan-June 2025) 1 FTE of Operations Assistant . Personnel Salary and Benefits from September 2024 to June 2025 = 10% of salary and benefits for covering Pro Bono services of 2 full time clinicians ,2 part time clinicians, 2 Directors of Behavioral Health, Intake coordinator, Operations Manager. It will cover 10% of our Executive Director salary and PLAY Manager. It will also cover 20% of salary and benefits of our 2 PLAY staff and their Social Emotional Skills Building groups.
Administration/overhead costs (less than 15 percent)	1	Lump sum	\$32,608.70	0.15 of Direct Expenses
Materials and supplies	1	Lump sum	\$1,558.01	Office and Meeting supplies - Food for Behavioral Health Sessions and PLAY groups, outreach supplies, printing flyers
Equipment and technology	1	Lump sum		
Consulting and professional services	1	Lump sum		
Marketing and promotion	1	Lump sum	\$7,100.00	Towards Strategic planning last Invoice Clear Mission Consulting December 2024
Facility costs	1	Lump sum	\$32,259.31	30% of 6 months of rent from January to June 2024
Insurance	1	Lump sum		
Other items determined by applicant	1	Lump sum	\$5,360.00	Incidentals and Maintenance -Plumbing and HVAC repairs
Total			\$250,000.00	
REQUEST			250,000.00	
			0.00	

EXHIBIT C - BUDGET

Line Item	Expense Type	Quantity	Unit of Measure	Cost	Applicant Description of Items
					Personnel Salary and Benefits from July 2025 to June 2026 = 35% of Operations Assistant, 8% of salary and benefits for covering Pro Bono services - 2 Full time clinicians , 2 Part time Clinicians, 2 Directors of Behavioral Health, 1 Behavioral Health Manager, 1 Intake Coordinator, 1 Operations Manager. It will cover 8% of the salaries and benefits of our Executive Director salary and PLAY Manager. It will also cover 40 percent of salaries and benefits of our 2 PLAY staff and their Social Emotional Skill Building Groups.
	1 Personnel costs	1	Lump sum	\$214,781.89	
	2 Administration/overhead costs (less than 15 percent)	1	Lump sum	\$32,608.70	0.15 of Direct Expenses
	3 Materials and supplies	1	Lump sum	\$1,569.08	Office and Meeting supplies - Food for Behavioral Health Sessions and PLAY groups, outreach supplies, printing flyers
	4 Equipment and technology	1	Lump sum		
	5 Consulting and professional services	1	Lump sum		
	6 Marketing and promotion	1	Lump sum		
	7 Facility costs	1	Lump sum		
	8 Insurance	1	Lump sum		
	9 Other items determined by applicant	1	Lump sum	\$1,040.33	Incidentals and Maintenance -Plumbing and HVAC repairs
	Total			\$250,000.00	
	REQUEST			250,000.00	
				0.00	

Yellow = Required  
 Blue = Optional

EXHIBIT C - BUDGET

Line Item	Expense Type	Quantity	Unit of Measure	Cost	Applicant Description of Items
					Personnel Salary and Benefits from July 2026 to June 2027 = 25% of salary and benefits of 1 Operations Assistant, 8% of salary and benefits for covering Pro Bono services - 2 Full time clinicians , 2 Part time Clinicians, 2 Directors of Behavioral Health, 1 Behavioral Health Manager, Intake Coordinator, Operations Manager. It will cover 8% of salaries and benefits of our Executive Director and our PLAY Manager. It will also cover 40% of our 2 PLAY staff and their Social Emotional Skill Building Groups.
1	Personnel costs		1 Lump sum	\$212,818.05	
	Administration/overhead costs (less than 15 percent)		1 Lump sum	\$32,608.70	0.15 of Direct Expenses
3	Materials and supplies		1 Lump sum	\$993.25	Office and Meeting supplies - Food for Behavioral Health Sessions and PLAY groups, outreach supplies, printing flyers
4	Equipment and technology		1 Lump sum		
5	Consulting and professional services		1 Lump sum		
6	Marketing and promotion		1 Lump sum		
7	Facility costs		1 Lump sum		
8	Insurance		1 Lump sum		
9	Other items determined by applicant		1 Lump sum	\$3,580.00	Incidentals and Maintenance -Plumbing,HVAC repairs , Pest Control
	Total			\$250,000.00	
	REQUEST			250,000.00	
				0.00	

Yellow = Required  
 Blue = Optional

EXHIBIT C - BUDGET

2024-2025 Itemized					
Salary	Benefits	Total	Measure K	BHRS Contract	Other Funding - Sand Hill , Sutter, Kaiser, Colma, HPSM, Mentor, Seton, Silicon Valley Foundation, Partnerships
169,822.00	89,839.00	259,661.00	21,937.52	133,980.57	103,742.91
115,212.00	55,851.57	171,063.57	14,145.65	116,086.69	40,831.23
115,212.00	62,556.81	177,768.81	14,700.13	51,974.76	111,093.92
93,856.30	47,003.77	140,860.07		3,536.35	137,323.72
77,515.55	39,973.39	117,488.94	9,715.43	89,433.75	18,339.76
66,871.58	37,241.01	104,112.59	9,525.19	75,281.79	19,305.61
33,293.51	12,188.65	45,482.16	3,761.03	15,150.55	26,570.58
33,293.51	12,188.65	45,482.16	3,761.03	15,150.55	26,570.58
73,580.00	7,034.03	80,614.03			80,614.03
23,458.16	8,587.96	32,046.12			32,046.12
86,006.75	43,025.95	129,032.70	11,773.26		117,259.44
53,886.62	31,126.87	85,013.49	15,342.85		69,670.64
47,259.47	28,700.69	75,960.16	13,714.89		62,245.27
2,100.00	200.75	2,300.75			2,300.75
2,240.00	214.14	2,454.14			2,454.14
300.00	28.18	328.18			328.18
63,018.31	43,448.85	106,467.16	8,950.22	77,933.91	19,583.03
97,211.00	63,256.34	160,467.34	13,269.42	105,218.18	41,979.74
18,740.04	11,777.32	30,517.36	30,517.36		-
49,030.86	4,687.20	53,718.06			53,718.06
1,221,907.66	598,931.13	1,820,838.79	171,113.98	683,747.10	965,977.71
		17,253.16	1,558.01	5,059.77	10,635.38
		11,474.10		3,500.00	7,974.10
					-
		3,008.89			3,008.89
					-
					-
		16,600.00		8,600.00	8,000.00
		1,300.00			1,300.00
		5,000.00		5,000.00	-
					-
					-
		26,360.00	5,360.00	10,000.00	11,000.00
		1,000.00		1,000.00	-
					-
		31,277.00	7,100.00	7,900.00	16,277.00
					-
		211,872.60	32,259.31	73,676.99	105,936.30
		23,940.00		8,139.60	15,800.40
		2,160.00		2,160.00	-
					-
		2,996.86		2,333.10	663.76
					-
					-
					-
		354,242.61	46,277.32	127,369.46	180,595.83
		2,175,081.40	217,391.30	811,116.56	1,146,573.54
		326,262.21	32,608.70	121,667.48	171,986.03
		2,501,343.61	250,000.00	932,784.04	1,318,559.57

**ATTACHMENT E**

**FINGERPRINTING CERTIFICATION**

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

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

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

Daly City Youth Health Center

\_\_\_\_\_  
Name of Contractor

DocuSigned by:  
  
99D8F9D1712A494...  
\_\_\_\_\_  
Signature of Authorized Official

Anya Shapiro  
\_\_\_\_\_  
Name (please print)

Executive Director  
\_\_\_\_\_  
Title (please print)

11/15/2024  
\_\_\_\_\_  
Date

# ATTACHMENT I

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

---

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

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

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

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

**Name of 504 Person:** Anya Shapiro

**Name of Contractor(s):** Daly City Youth Health Center

**Street Address or P.O. Box:** 350 90th Street, 3rd floor

**City, State, Zip Code:** Daly City, CA 94015

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

**Signature:**

DocuSigned by:

Anya Shapiro

99D8F9D1712A494...

**Title of Authorized Official:**

Executive Director

**Date:**

11/15/2024

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



ATTACHMENT T  
**DISASTER AND EMERGENCY RESPONSE PLAN**

**AGENCY NAME:**

**ADDRESS:**

**NAME OF PRIMARY POINT OF CONTACT:**

**TELEPHONE NUMBER(S):**

**EMAIL ADDRESS:**

**LAST UPDATED:**

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

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

**II. KEY PERSONNEL AND CONTACT INFORMATION**

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

### **III. EMERGENCY RESPONSE PLAN**

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

#### **IV. CONTINUITY OF OPERATIONS**

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

## **V. PLAN PRACTICE AND EXERCISING**

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

## **VI. OTHER MATTERS**

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