

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PENINSULA FAMILY SERVICE

This Agreement is entered into this _____ day of _____, 2020, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Peninsula Family Service, 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 developing and maintaining a bilingual/bicultural Senior Peer Counseling Program which provides volunteer counseling to older adults in San Mateo County and Help@Hand Peer-led Outreach and Engagement support.

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

1. Exhibits and Attachments

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

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Attachment E—Fingerprinting Certification
- Attachment H—HIPAA Business Associate Requirements
- Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed NINE HUNDRED EIGHTY-SIX THOUSAND SEVEN HUNDRED EIGHTY-FOUR DOLLARS (\$986,784). 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, 2020 through June 30, 2022.

5. Termination

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

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

6. Contract Materials

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

7. Relationship of Parties

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

8. Hold Harmless

a. General Hold Harmless

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

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

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

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

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

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

b. Intellectual Property Indemnification

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

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

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

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

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

9. Assignability and Subcontracting

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

automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

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

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

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

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

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

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

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

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

g. Reporting; Violation of Non-discrimination Provisions

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

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

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

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

h. Compliance with Living Wage Ordinance

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

13. Compliance with County Employee Jury Service Ordinance

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

14. Retention of Records; Right to Monitor and Audit

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

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

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

15. Merger Clause; Amendments

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

16. Controlling Law; Venue

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

17. Notices

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

In the case of County, to:

Name/Title: Mariana Rocha, Clinical Services Manager II
Address: 802 Brewster Ave., Redwood City, CA 94063
Telephone: 650-599-1208
Facsimile: 650-364-6927
Email: mrocha@smcgov.org

In the case of Contractor, to:

Name/Title: Susan Houston
Address: 24 Second Ave. San Mateo, CA 94401
Telephone: 650-403-4300
Facsimile: 650-403-4303
Email: susan@peninsulafamilyservice.org

18. Electronic Signature

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

19. Payment of Permits/Licenses

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

* * *

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

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Peninsula Family Service



Contractor's Signature

Date: August 31, 2020

EXHIBIT A – SERVICES
PENINSULA FAMILY SERVICE
FY 2020 - 2022

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

DESCRIPTION OF SERVICES TO BE PERFORMED BY CONTRACTOR

I. Senior Peer Counseling Services Program

The goals of this program are: 1) to improve the ability of ethnically and culturally diverse communities of older adults in all areas of the San Mateo County to live in community based settings and to have the highest possible quality of life; and 2) to ensure access to Senior Peer Counseling services for older adults in every area of the County and to the diverse ethnic/cultural groups in the County. These goals will be achieved by developing a broad culturally/linguistically diverse volunteer network. Contractor will maintain and expand the Senior Peer Counseling Program with a focus on serving older adults from unserved/underserved populations and geographical areas in the County.

A. Target Populations

The target population for these services includes older adults experiencing mental health issues such as depression or anxiety which impact their functioning and overall quality of life. The focus of these services will be on serving clients from the following cultural backgrounds or groups: Chinese, Pacific Islander, Filipino, and other Asian, Latino/Spanish-speaking, African American and Lesbian/Gay/Bisexual /Transgender (LGBT).

B. Target Geographical Areas

The focus of these services will include services to older adults experiencing mental health in geographically isolated areas: Coast side, North County, and South County.

C. Outcomes

Contractor shall achieve the following program outcomes.

1. Recruit a minimum of sixty-seven (67) new Senior Peer Counselor volunteers who reflect the diversity of target populations.

2. A minimum of forty (40) new Senior Peer Counselor volunteers will be trained and complete a six (6) week Senior Peer Counselor volunteer training. A minimum of three (3) trainings consisting of (two (2) English with breakout sessions addressing more complex clinical issues provided in Chinese Language as needed, and one (1) in Spanish) Volunteers shall reflect the diversity of San Mateo County, particularly the target populations. Of the new recruits ten (10) will pilot new program to provide one to one service every other week to reduce the waiting list and serve more clients.
3. Have a minimum of ninety (90) trained and active Senior Peer Counselors in the program who reflect the diversity of San Mateo County's underserved populations of older adults, specifically the target populations. An active volunteer is defined as someone who has successfully completed the Senior Peer Counseling six (6) week training program and who has provided face-to-face senior peer counseling services to a client in the last ninety (90) days.
4. Expand the Senior Peer Counseling Program to serve one hundred eleven (111) new, unduplicated clients, for a total number of four hundred seventy-two (472) active clients. An active client is defined as an individual who has received face-to-face services from a senior peer counselor in the last ninety (90) days. Clients will primarily represent the target populations.

D. Services to be Provided

Administrative and program management services will be provided to expand the Senior Peer Counseling Program and support its continued operation. Services include volunteer and client recruitment, volunteer employment, volunteer training and supervision, and data collection services. Direct services to older adults with mental health issues will be provided by the volunteer Senior Peer Counselors. Services will be provided through one-to-one home visits and community-based support group meetings, offering emotional support, guidance, and resource linkage to older adults in San Mateo County.

1. Recruitment of sixty-seven (67) New Senior Peer Counselor Volunteers:
 - a. Continue developing LGBT focused component of Senior Peer Counseling Program.
 - b. Implement recruitment strategies ensuring outreach is made to the priority population groups.

- c. Revise volunteer selection criteria and screening tools as appropriate.
 - d. Continue to actively recruit Senior Peer Counselor Volunteers.
 - e. Provide regular in-service training for Senior Peer Counseling Volunteers.
 - f. Option to plan and host a yearly Senior Peer Counseling recognition event and annual party.
2. Train at least forty (40) new Senior Peer Counselor Volunteers through conducting three (3) six (6) week Senior Peer Counselor Volunteer Trainings. Trainings will be presented in a fashion to reflect the needs of the volunteers and will include one training provided in Spanish and one training provided in Chinese Language as needed.
- a. Provide ongoing training for all Program Coordinators.
 - b. Review training materials and ensure training materials are appropriate to meet the needs of the volunteers.
 - c. Translate any new training materials as is appropriate to meet the needs of the volunteers to be trained.
 - d. Hold a minimum of three (3) six (6) week Senior Peer Counselor Volunteer trainings (consisting of two (2) English with breakout sessions addressing more complex clinical issues provided in Chinese Language as needed, and one (1) in Spanish) with between eight (8) – twelve (12) people in each training.

Trainings will be presented in a fashion to reflect the needs of the of the volunteers and will include one (1) training provided in Spanish and one (1) training provided in the Chinese Language as needed.

- 3. Provide and meet all volunteer employment requirements related to confidentiality and certification of volunteers to work with dependent older adults including HIPAA training, fingerprinting of volunteers.
- 4. Expand the current Senior Peer Counseling Services Program to provide services to a total of one hundred eleven (111) new, unduplicated clients for a total number of four hundred seventy-two (472) unduplicated clients.

- a. Assess the ability of the current Senior Peer Counseling Program to increase the number of clients being seen and develop strategies to increase capacity.
- b. Develop strategies to recruit clients into program, particularly reaching out to the un/underserved population groups and underserved geographical areas.
- c. Implement outreach and recruitment strategies.
- d. Maintain supervision structure that meets the needs for cultural and geographic area.
- e. Explore options for providing group services to homebound older adults.

5. Senior Peer Counseling Services

Provide volunteer senior peer counseling services to clients including one-to-one home visits, community-based support group meetings, and social events (group and individual). Senior peer counseling service will include providing linkages which address mental health, medical, daily living, and socialization needs.

E. Telehealth Services

1. Telehealth Services

If services must be given remotely because face-to-face is not an option, Contractor will provide telehealth treatment services using HIPAA compliant videoconferencing technology (such as Doxy.me, Zoom Health, Microsoft Teams, etc.) or by teleconference. If the transition to telehealth services cannot be performed, Contractor will notify the BHRS Program Manager to develop alternatives to providing deliverables and/or cancelation of services if a solution cannot be reached.

2. Contractor will complete a Telehealth Informed Consent form for each client provided Telehealth services. The consent form will include the expected term or duration of the telehealth services to be delivered. Contractor will maintain the consent form in the client's file. The consent form will be submitted to BHRS upon request.

F. Staffing

Contractor shall provide administrative, supervisory, and training services necessary to oversee this program. Contractor shall provide staff who give the program the broadest ethnic/cultural and linguistic coverage possible.

G. Data Collection

Contractor will build a database of clients and volunteers, collect and analyze data.

Contractor will collect the following data quarterly throughout the life of the contract and in a final report. Data shall be provided at a total and by individual target populations:

1. Number of recruited Senior Peer Counselors;
2. Total number of Senior Peer Counselors;
3. Number of new, trained Senior Peer Counselors;
4. Total Number of trainings held, and the number of people completing each training;
5. Total number unduplicated clients served;
6. Number of clients receiving individual (one-to-one) services and number of clients receiving group services;
7. Detailed information on groups;
8. Waiting list status/update; and
9. Top referral sources.

II. Help@Hand Peer-led Outreach and Engagement

The Help@Hand Innovation Project (formerly Tech Suite) is a complimentary support system that offers a bridge to care, helps identify early warning signs of behavioral health needs, offers timely support if needed, requires less effort and removes some barriers a consumer or family may face when seeking conventional behavioral health or wellbeing services.

The goal of the Help@Hand Peer-led Outreach and Engagement is to support older adults in the use of Help@Hand web-based solutions (including applications or “apps”) to engage, educate and provide access to

behavioral health services when needed, especially for those who struggle connecting with traditional in-person supports or may need additional supports.

These goals will be achieved by conducting broad, culturally and linguistically appropriate outreach, promoting the use of the Help@Hand web-based solution(s) and guiding and supporting users, including providing linkages to in-person services as needed.

A. Target Populations

The target population for these services includes isolated older adults (age fifty-five (55) and over) throughout San Mateo County who may be struggling to connect with traditional in-person behavioral health supports or may need additional supports.

B. Services to be Provided

Administrative and program management services will be provided to conduct the outreach and engagement for the Help@Hand. Services include staff recruitment, training and supervision, community outreach and engagement, participation in the statewide Help@Hand County Technology Collaborative, and data collection.

1. Recruitment of Peer Program Specialist and Peer Outreach Workers

- a. Recruit a 1.0 FTE Program Specialist
- b. Recruit 1.0 FTE Peer Outreach Worker(s)
- c. Contractor shall recruit staff who give the program the broadest ethnic/cultural and linguistic coverage possible.

2. Train new Peer Program Specialist and Peer Outreach Workers. Each Peer Program Specialist and Help@Hand Ambassador hired by the contractor is required to:

- a. Attend a BHRS-sponsored training with the Help@Hand vendors to learn about the web-based solutions, understand how to use the features and build capacity to teach others about the Help@Hand web-based solution(s), including providers.
- b. Attend eight (8) hours of BHRS-sponsored training on peer advocacy, peer ambassador skill development and/or other trainings by/from peers.

3. Provide outreach and engagement services focused on encouraging community members to use the Help@Hand web-based solution(s). This will include:
 - a. Identify strategic access points to reach individuals who may be struggling to connect with traditional in-person supports, e.g. primary care health providers, faith-based organizations, grocery/convenient stores, community colleges, schools, peer mentors, case managers, aging and adult services and other key stake holders than can support outreach.
 - b. Conduct education and outreach to encourage use of the Help@Hand web-based solution(s) in both the piloting and implementation phase of the project.
 - c. Develop and/or tailor outreach and educational materials about the Help@Hand web-based solution(s) to specific target population languages, Spanish and Chinese.
 - d. Assist in training BHRS staff and community partners in how to access the Help@Hand web-based solution(s), specifically bringing the peer perspective to the benefits of empowerment, self-management and self-care to clients' recovery.
 - e. Utilize, review and understand each behavioral health web-based solutions in order to effectively support individuals on the effective use of the technology, e.g. in the peer chat feature, users can change their peer listeners to find someone they feel the most comfortable with.
 - f. Guide and support potential users: start with listening, help them sign up, show them how to access any relevant features (chats, self-care exercises, growth paths, etc.), explore questions and reinforce that the program is augmentative and does not replace treatment or face-to-face interactions with behavioral health providers.
 - g. Refer and support potential users with accessing in-person services as needed such as connecting community members and clients/consumers with helpful resources like WRAP, personalized outreach and/or transit options as needed. This is in addition to using the web-based solutions.
 - h. Gather end-user input and feedback on ease of use, content relevance, and personal benefit of the web-based solutions and offer recommendations for improvement.

4. Participate in the Help@Hand Advisory Committee. BHRS Office of Diversity and Equity will convene and facilitate a Help@Hand Advisory Committee. The purpose of the Committee is to have a forum for members to provide input and oversight of the Help@Hand project.
 - a. The contractor will collaborate with BHRS and the Help@Hand Advisory Committee. Contractor participation in the Help@Hand Advisory Committee will:
 - i. Encourage representation from their target communities in the Help@Hand Advisory Committee.
 - ii. Prepare and support peers interested in participating in the Help@Hand Advisory Committee.
 - iii. Help@Hand Advisory Committee members may:
 - a) provide input and feedback related to the design and customization of the Help@Hand web-based solution(s), e.g. making the online images and language culturally appropriate, having relevant Personal Wellness Avatar interventions offered to consumers on an ongoing basis.
 - b) recommend additional features to prioritize for the target communities, e.g. for youth in crisis, the capacity to identify and show on a local map, safe places for youth to go when in need;
 - c) provide input on implementation, user experience and support services; and
 - d) provide input and review evaluation activities.
5. Throughout the duration of this contract the contractor will participate in ongoing collaborations with the Help@Hand County Technology Collaborative, this may include:
 - a. Attendance on monthly statewide peer calls;
 - b. Attendance on county and collaborative calls as needed; and
 - c. Provide guidance regarding peer role standards and assurance that peer voice is represented at all levels of the project.

C. Staffing

1. Full-time Peer Program Specialist to coordinate the outreach and engagement, support services, and other contract activities.
2. Full-time, bilingual/bicultural Peer Outreach Worker(s), "Help@Hand Ambassadors" to support implementation of the contract activities.
3. Contractor shall provide administrative, supervisory, and training services necessary to oversee this program.

D. Outcomes

1. 50,000 'Impressions' of people learning about the Help@Hand web-based solution(s)
2. 20 agencies/programs trained about the Help@Hand supports and serve as referral source
3. 20 live presentations and trainings in the community
4. At least 200 older adults will attend activities/events/presentations
5. 150 older adults sign up for the Help@Hand web-based solution(s) (based on technology analytics) and provide demographic data
6. Educational materials are developed about the Help@Hand web-based solution(s) to specific target populations, including county's threshold languages if necessary.

E. Data Collection

Contractor will track clients, demographics, outreach and engagement conducted and collect and report the following data quarterly throughout the life of the contract and in a final report due August 15 of every year.

1. Number and demographics of individuals meaningfully engaged (Attachment F)
2. Total number of 'impressions' of people learning about the Help@Hand
3. Total number of community partners trained

4. Description and number of activities, presentations, group or community outreach events held
5. Total number of people attended each activity, group or presentation
6. Total number of people assisted in signing up for the Help@Hand web-based solution(s)
7. Implementation success and challenges
8. Clients stories, with appropriate consent include pictures and/or quotes from the client

F. Evaluation

Contractor will participate and facilitate evaluation activities as determined by BHRS. Data sources to support the evaluation may include:

1. Participant Survey: The County may gather quantitative data through surveys on the Help@Hand web-based solution(s) that invite clients/consumers to rate their wellness and recovery.
2. Focus Groups and Interviews: The County may gather qualitative data through a process of interviews and focus groups with the target populations about their experience using the web-based solution(s) and their perspective on the extent to which they engaged in the web-based solution(s) and whether it supported their wellness and recovery, access to both in-person and online services and to understand the level of engagement of the target participants due to the participation.
3. Help@Hand Usage Data: Evaluation data will be gathered about who is engaging in the Help@Hand web-based solution(s) and their level of engagement to understand how the technology is engaging target participants.

III. ADMINISTRATIVE REQUIREMENTS

A. Quality Management and Compliance

1. Record Retention

Paragraph 14 of the Agreement notwithstanding, Contractor shall maintain service records required by the California Code of

Regulations. Notwithstanding the foregoing, Contractor shall maintain service records for a period of seven (7) years. This rule does not supersede professional standards. Contractor may maintain records for a longer period of time if required by other regulations or licenses.

2. Documentation of Services

Contractor shall provide all pertinent documentation required for state and federal reimbursement including but not limited to Consent Forms, assessments, treatment plans, and progress notes. Contractor agencies must submit, via fax to Quality Management at 650-525-1762, their version of these forms for approval before the forms are to be used. Special attention must be paid to documentation requirements for residential treatment facilities. Documentation shall be completed in compliance with the BHRS Policies & Documentation Manuals (as defined in Paragraph II. of this Exhibit). Contractor agencies are required to provide and maintain record of regular documentation training to staff providing direct services. Proof of trainings including attendance by staff may be requested at any time during the term of this Agreement.

System of Care (SOC) Mental Health Providers shall document in accordance with the BHRS Mental Health & AOD Documentation Manual located online at:

<https://www.smchealth.org/sites/main/files/file-attachments/bhrsdocmanual.pdf>

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

3. Audits

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

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. HIPAA
- b. Compliance
- c. Fraud, Waste, and Abuse
- d. Critical Incident Management
- 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/selfreg/register.aspx?c=bhrsp01>. Contractor must register on the LMS site to access the training modules. 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 (via fax # 650-525-1762) when there are unusual events, accidents, errors, violence or significant injuries requiring medical treatment for clients, staff or members of the

community. (Policy #93-11 and 45 C.F.R. § 164, subpart C, in compliance with 45 C.F.R. § 164.316.)

The incident reports are confidential however discussion may occur with the Contractor regarding future prevention efforts to reduce the likelihood of recurrence. Contractor is required to participate in all activities related to the resolution of critical incidents.

8. Ineligible Employees

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.

9. Compliance Plan and Code of Conduct

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

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

10. Fingerprint Compliance

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

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

whom they have contact as a part of their employment with the contractor.

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

11. Minimum Staffing Requirements

Contractor shall have on file job descriptions (including minimum qualifications for employment and duties performed) for all personnel whose salaries, wages, and benefits are reimbursable in whole or in part under this Agreement. Contractor agrees to submit any material changes in such duties or minimum qualifications to County prior to implementing such changes or employing persons who do not meet the minimum qualifications currently on file. Contractor service personnel shall be direct employees, contractors, volunteers, or training status persons.

B. Cultural Humility

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 Health Equity Initiatives Manager (HEIM) at 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 Health Equity Initiatives Manager (HEIM) 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 the Cultural Competence Council (CCC) for the term of the Agreement. Participation in the CCC 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 CCC, and other cultural competence efforts within BHRS, contact HEIM.
 - 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 Access Call Center or their BHRS Analyst/Program Manager for consultation. If additional language resources are needed, please contact HEIM.
 - 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 HEIM 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 (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:

Goal 1: The overall goal of this program is to improve the ability of the ethnically and culturally diverse communities of older adults in San Mateo County to live in community-based settings and to have the highest possible quality of life.

Objective 1: Contractor shall recruit, maintain, and train at least forty 40 new Senior Peer Counselor volunteers in the six (6) week Senior Peer Counselor volunteer training course who reflect the diversity of target populations by June 30, 2021.

Objective 2: Contractor shall expand the current Senior Peer Counseling Program to serve an additional one hundred eleven (111) new, unduplicated clients, for a total number of four hundred seventy-two (472) clients by June 30, 2021. A specific emphasis will be placed on increasing the number of clients from target populations and underserved geographical areas.

Objective 3: Contractor shall conduct annual client satisfaction surveys and annual peer counselor satisfaction surveys to measure the following:

a. Minimum percentage of clients who rate service as good or better – target of 90%

b. Minimum percentage of senior peer counselors who rate training as beneficial – target of 90%.

Goal 2: 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 clients shall rate services as satisfactory.

*** END OF EXHIBIT A ***

EXHIBIT B – PAYMENTS AND RATES
PENINSULA FAMILY SERVICE
FY 2020 – 2022

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

I. PAYMENTS

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

A. Maximum Obligation

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

In any event, the maximum amount county shall be obligated to pay for all services rendered under this contract shall not exceed NINE HUNDRED EIGHTY-SIX THOUSAND SEVEN HUNDRED EIGHTY-FOUR DOLLARS (\$986,784) for the two fiscal years 2020-2022. The maximum amount for each fiscal year is as follows:

Fiscal Year (FY)	Senior Peer Counseling	Peer-led Outreach	Total
FY 2020-21	\$343,392	\$300,000	\$643,392
FY 2021-22	\$343,392		\$343,392
Total			\$986,784

B. Senior Peer Counseling Services

For Senior Peer Counseling Services 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 submit invoices with a summary of services provided per client as described in section I.I. of this Exhibit B. Unless otherwise authorized by the Chief of San Mateo County Health or designee, the monthly payment by County to Contractor for the services described in Paragraph I.D. of Exhibit A shall be one-twelfth (1/12) of the total obligation for those services or TWENTY-EIGHT THOUSAND SIX HUNDRED SIXTEEN DOLLARS (\$28,616).

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

C. Help@Hand Peer-Led Outreach and Engagement

1. Fiscal Year 2020-2021

- a. For the term July 1, 2020 through June 30, 2021, for Peer-led Outreach services, the total amount County shall be obligated to pay shall not exceed THREE HUNDRED THOUSAND DOLLARS (\$300,000).
- b. Contractor shall be reimbursed the full cost of providing services described in Section I of Exhibit A. Contractor shall bill the County on the 10th workday of the month clearly itemizing expenditures and services delivered the previous month as per the following budget:

1. Personnel Expenditures	
• Peer Program Specialist salary, 100% of time	\$71,050
• Peer Outreach Worker, 100% of time	\$46,447
• VP of Older Adults Program, 20% of time	\$28,327
• Benefits, 35%	\$51,038
2. Operating Expenditures	
• Marketing	\$18,138
• Office Supplies	\$3,000
• Mileage (9,174 miles at \$0.575/mile (IRS rate))	\$5,000
• Gift Cards \$10/person, 300 persons	\$3,000
• Refreshments/Room Rentals	\$4,000
• Staff Development	\$7,000
• Common Costs (payroll processing, time clocks, audit fees, general liability ins., space, ACA fees, postage)	\$15,000
• Admin Costs	\$45,000
3. One-Time Costs	
• Workstations, 2 persons	\$2,000
• iPad, 1 person	\$1,000
TOTAL	\$300,000

- D. Modifications to the allocations in Paragraph A of this Exhibit B may be approved by the Chief of San Mateo County Health or designee, subject to the maximum amount set forth in Paragraph 3 of this Agreement.

- E. 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.
- F. 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.
- G. In the event this Agreement is terminated prior to June 30, 2022, 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 the Health System or designee.
- H. Disallowances that are attributable to an error or omission on the part of County shall be the responsibility of County. This shall include but not be limited to quality assurance (QA) audit disallowances as a result of QA Plan error or format problems with County-designed service documents.
- I. Monthly Invoice and Payment
 - 1. Contractor shall bill County on or before the tenth (10th) working day of each month following the provision of services for the prior month. The invoice shall clearly summarize direct and indirect services (if applicable) for which claim is made.
 - a. Direct Services/Claims

Completed Service Reporting Forms or an electronic services file will accompany the invoice and provide back-up detail for the invoiced services. The Service Reporting Forms will be provided by County, or be in a County approved format, and will be completed by Contractor according to the instructions accompanying the Service Reporting Forms. County reserves the right to change the Service Report Forms, instructions, and/or require the Contractor to modify their description of services as the County deems necessary. The electronic services file shall be in the County approved Avatar record format.
 - b. Indirect Services/Claims

Indirect services (services that are not claimable on the Service Reporting Form or electronically) shall be claimed on

the invoice and shall be billed according to the guidelines specified in the contract.

2. 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:

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

- J. County anticipates revenues from various sources to be used to fund services provided by Contractor through this Agreement. Should actual revenues be less than the amounts anticipated for any period of this Agreement, the maximum payment obligation and/or payment obligations for specific services may be reduced at the discretion of the Chief of San Mateo County Health or designee.
- K. In the event Contractor claims or receives payment from County for a service, reimbursement for which is later disallowed by County or the State of California or the United States Government, then Contractor shall promptly refund the disallowed amount to County upon request, or, at its option, County may offset the amount disallowed from any payment due or become due to Contractor under this Agreement or any other agreement.
- L. County May Withhold Payment

Contractor shall provide all pertinent documentation required for Medi-Cal, Medicare, and any other federal and state regulation applicable to reimbursement including assessment and service plans, and progress notes. The County may withhold payment for any and all services for which the required documentation is not provided, or if the documentation provided does not meet professional standards as determined by the BHRS Quality Improvement Manager. Contractor shall meet quarterly with County contract monitor, as designated by the BHRS Deputy Director, Adult and Older Adults, to review documentation and billing reports, and to take appropriate corrective action, as needed, to resolve any identified discrepancies.

M. 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.

N. Invoice Certification and Program Integrity

1. 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 _____ "

- O. Except as provided in Paragraph II.A.1 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 ***

ATTACHMENT E

FINGERPRINTING CERTIFICATION

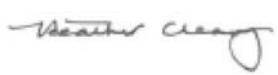
Contractor hereby certifies that its employees, trainees, and/or its subcontractors, assignees, volunteers, and any other persons who provide services under this agreement, who have direct contact with any client will be fingerprinted in order to determine whether they have a criminal history which would 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).

Peninsula Family Service

Name of Contractor



Signature of Authorized Official

Heather Cleary

Name (please print)

CEO

Title (please print)

August 31, 2020

Date

Attachment H

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

DEFINITIONS

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

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

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

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

OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

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

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

PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

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

OBLIGATIONS OF COUNTY

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

PERMISSIBLE REQUESTS BY COUNTY

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

DUTIES UPON TERMINATION OF AGREEMENT

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

MISCELLANEOUS

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

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

ATTACHMENT I

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

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

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

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

☐

a. Has no employees

☐

b. Employs fewer than 15 persons

☒

c. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Vikki Davis

Name of Contractor(s):

Peninsula Family Service

Street Address or P.O. Box:

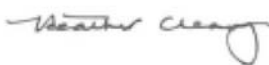
24 Second Avenue

City, State, Zip Code:

San Mateo, CA 94401

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

Signature:



Title of Authorized Official:

CEO

Date:

August 31, 2020

*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."