

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

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND YOUNG MENS CHRISTIAN ASSOCIATION OF SAN FRANCISCO (DBA YMCA of Greater San Francisco)**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Young Mens Christian Association of San Francisco (DBA YMCA of Greater San Francisco), hereinafter called "Contractor."

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing evidence-based, trauma informed, and emotional regulation programs and services: School Safety Advocates – Middle Schools (SSA-MS), Victim Impact Awareness Program (VIA), Communication and Life Skills Management (CALM), Sexual Violence Prevention (SVP), and a Clinical Case Manager.

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

**1. Exhibits and Attachments**

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

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

**2. Services to be performed by Contractor**

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

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **ONE MILLION, FOUR HUNDRED AND SEVENTY-SEVEN THOUSAND, FOUR HUNDRED AND FOUR DOLLARS AND NINETY-FOUR CENTS, (\$1,477,404.94)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

#### **4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 1, 2026**, through **June 30, 2029**. In addition, the County shall have one (1) option to extend the term for an additional period not to exceed two (2) years, which the County may exercise in its sole, absolute discretion. To exercise this option, the County shall provide written notice to the Contractor at least thirty days before the end of the agreement term.

#### **5. Termination**

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

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

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

#### **6. Contract Materials**

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

#### **7. Relationship to Parties**

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

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

**8. Hold Harmless**

**9. Assignability and Subcontracting**

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

**10. Insurance**

**10.1. General Requirements**

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

**10.2. Workers' Compensation and Employer's Liability Insurance**

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

**10.3. Liability Insurance**

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

- (a) Comprehensive General Liability..... \$1,000,000
- (b) Motor Vehicle Liability Insurance..... \$1,000,000

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

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

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

**11. Compliance With Laws**

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

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

**12. Levine Act Compliance**

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

County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request.

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

#### **13.1. General Non-discrimination**

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

#### **13.2. Equal Employment Opportunity**

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

#### **13.3. Section 504 of the Rehabilitation Act of 1973**

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

#### **13.4. Compliance with County's Equal Benefits Ordinance**

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

#### **13.5. Discrimination Against Individuals with Disabilities**

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

#### **13.6. History of Discrimination**

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

to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**13.7. Reporting: Violation of Non-discrimination Provisions**

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

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

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

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

**13.8. Compliance with Living Wage Ordinance**

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

**14. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San

Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

#### **15. Retention of Records; Right to Monitor and Audit**

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

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

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

#### **16. Merger Clause; Amendments**

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

#### **17. Controlling Law; Venue**

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

## **18. Notices**

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

In the case of County, to:

Name/Title: Darlene Hansen/Management Analyst  
Address: 555 County Center, Redwood City, CA, 94063  
Telephone: (650) 208-4119  
Email: dhansen@smcgov.org

In the case of Contractor, to:

Name/Title: Wesley "Chip" Rich, Chief Innovation Officer  
Address: 169 Steuart Street, San Francisco, CA 94105  
Telephone: 415.777.9622  
Email: crich@ymcasf.org

## **19. Electronic Signature**

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

## **20. Payment of Permits/Licenses**

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

## **21. Reimbursable Travel Expenses**

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- A. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.

- B. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- C. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.
- D. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- E. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching [www.gsa.gov](http://www.gsa.gov) for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- F. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- G. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- H. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

## **22. Finger Printing and Child Abuse**

### **22.1. Child Abuse Prevention and Reporting**

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

A. A requirement that all employees, consultants, or agents performing services under this contract who are required by the Penal Code to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.

B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under the Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.

C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.

### **County of San Mateo Fingerprinting Certification Form**

**DATE:**

**AGREEMENT WITH:** YOUNG MENS CHRISTIAN ASSOCIATION OF SAN FRANCISCO  
(DBA YMCA of Greater San Francisco)

**FOR:** School Safety Advocates – Middle Schools (SSA-MS), Victim Impact Awareness Program (VIA), Communication and Life Skills Management (CALM), Sexual Violence Prevention (SVP), and a Clinical Case Manager.

**Contractor agrees that its employees and/or its subcontractors, assignees and volunteers who, during the course of performing services under this agreement, have contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom contractors' employees, assignees and subcontractors or volunteers have contact.**

**NAME:** Wesley "Chip" Rich

**TITLE:** Senior Vice-President, Co-Chief operating Officer

**SIGNATURE:**

**DATE:**

## 23. Health Insurance Portability and Accountability Act (HIPAA)

### 23.1. 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.

### 23.2. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.

c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.

d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.

e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.

g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.

i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in

a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.

j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.

k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.

n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.

o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.

q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

### 23.3. PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

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

#### 23.4. OBLIGATIONS OF COUNTY

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

#### 23.5. PERMISSIBLE REQUESTS BY COUNTY

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

#### 23.6. DUTIES UPON TERMINATION OF AGREEMENT

- a. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form. 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.

#### 23.7. MISCELLANEOUS

- a. **Regulatory References.** A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. **Survival.** The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.

e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Business Associate.

## 24. Personally Identifiable Information

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

#### 24.1. Definitions

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

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

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

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

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

e. **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the County or County's Statewide Automated Welfare System (SAWS) Consortium, or under the control of a contractor, subcontractor or vendor of the County, on behalf of the County.

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

i. Contractors administer or assist in the administration of County programs; ii. PII is used or disclosed; or

iii. PII is stored in paper or electronic format.

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

a. Contractor agrees to use or disclose PII only as permitted in this Agreement and only to assist in the administration of programs in accordance with 45 CFR § 205.50, *et seq.* and California Welfare & Institutions Code section 10850 or as otherwise authorized or required by law. Disclosures, when authorized or required by law, such as in response to a court order, or

when made upon the explicit written authorization of the individual, who is the subject of the PII, are allowable. Any other use or disclosure of PII requires the express approval in writing by the County. No Contractor shall duplicate, disseminate or disclose PII except as allowed in this Agreement.

b. Contractor agrees to only use PII to perform administrative functions related to the administration of County programs to the extent applicable.

c. Contractor agrees that access to PII shall be restricted to Contractor's staff who need to perform specific services in the administration of County programs as described in this Agreement.

d. Contractor understands and agrees that any of its staff who accesses, discloses or uses PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions available under applicable Federal and State laws and regulations

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

a. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides PII received from, or created or received by Contractor on behalf of County, agrees to adhere to the same restrictions and conditions contained in this Attachment PII.

b. Contractor agrees to advise its staff who have access to PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws and regulations.

c. Contractor agrees to train and use reasonable measures to ensure compliance by Contractor's staff, including, but not limited to (1) providing initial privacy and security awareness training to each new staff within thirty (30) days of employment; (2) thereafter, providing annual refresher training or reminders of the PII privacy and security safeguards to all Contractor's staff; (3) maintaining records indicating each Contractor's staff name and the date on which the privacy and security awareness training was completed; and (4) retaining training records for a period of three (3) years after completion of the training.

d. Contractor agrees to provide documented sanction policies and procedures for Contractor's staff who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment when appropriate.

e. Contractor agrees that all Contractor's staff performing services under this Agreement sign a confidentiality statement prior to accessing PII and annually thereafter. The signed statement shall be retained for a period of three (3) years, and the statement include at a minimum: (1) general use; (2) security and privacy safeguards; (3) unacceptable use; and (4) enforcement policies.

f. Contractor agrees to conduct a background check of Contractor's staff before they may access PII with more thorough screening done for those employees who are authorized to bypass significant technical and operational security controls. Contractor further agrees that screening documentation shall be retained for a period of three (3) years following conclusion of the employment relationship.

g. Contractor agrees to conduct periodic privacy and security reviews of work activity, including random sampling of work product by Contractor's staff by management level personnel who are

knowledgeable and experienced in the areas of privacy and information security in the administration of County's programs and the use and disclosure of PII. Examples include, but are not limited to, access to data, case files or other activities related to the handling of PII.

h. Contractor shall ensure that PII is used and stored in an area that is physically safe from access by unauthorized persons at all times and safeguard PII from loss, theft, or inadvertent disclosure by securing all areas of its facilities where Contractor's staff assist in the administration of the County's programs and use, disclose, or store PII.

i. Contractor shall ensure that each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee of Contractor and access is revoked.

j. Contractor shall ensure that there are security guards or a monitored alarm system at all times at Contractor's facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.

k. Contractor shall ensure that data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only those authorized by this Agreement. Visitors to any Contractor data centers area storing PII as a result of administration of a County program must be escorted at all times by authorized Contractor's staff.

l. Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which Contractor staff can transport PII, as well as the physical security requirements during transport.

m. Contractor shall ensure that any PII stored in a vehicle shall be in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.

n. Contractor shall ensure that PII shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.

o. Contractor shall ensure that all workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.

p. Contractor shall ensure that servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

q. Contractor agrees that only the minimum necessary amount of PII required to perform required business functions will be accessed, copied, downloaded, or exported.

r. Contractor shall ensure that all electronic files, which contain PII data is encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.

s. Contractor shall ensure that all workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily. In addition, Contractor shall ensure that:

i. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.

ii. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.

iii. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.

iv. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.

t. Contractor shall ensure that all of its staff accessing Personally Identifiable Information on applications and systems will be issued a unique individual password that is a least eight (8) characters, a non-dictionary word, composed of characters from at least three (3) of the following four (4) groups from the standard keyboard: upper case letters (A-Z); lower case letters (a-z); Arabic numerals (0-9) and special characters (!, @, #, etc.). Passwords are not to be shared and changed if revealed or compromised. All passwords must be changed every (90) days or less and must not be stored in readable format on the computer or server.

u. Contractor shall ensure that usernames for its staff authorized to access PII will be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty-four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.

v. Contractor shall ensure when no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the Personally Identifiable Information cannot be retrieved.

w. Contractor shall ensure that all of its systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

x. Contractor shall ensure that all of its systems providing access to PII must display a warning banner stating, at a minimum that data is confidential; systems are logged, systems use is for business purposes only by authorized users and users shall log off the system immediately if they do not agree with these requirements.

y. Contractor will ensure that all of its systems providing access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII. The audit trail shall be date and time stamped; log both successful and failed accesses be read-access only; and be restricted to authorized users. If PII is stored in a database, database logging functionality shall be enabled. The audit trail data shall be archived for at least three (3) years from the occurrence.

z. Contractor shall ensure that all of its systems providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.

aa. Contractor shall ensure that all data transmissions of PII outside of its secure internal networks must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used. Encryption can be end to end at the network level, or the data files containing PII can be encrypted. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.

bb. Contractor shall ensure that all of its systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

cc. Contractor shall ensure that audit control mechanisms are in place. All Contractor systems processing and/or storing Personally Identifiable Information must have a least an annual system risk assessment/security review that ensure administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection. Review shall include vulnerability scanning tools.

dd. Contractor shall ensure that all of its systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.

ee. Contractor shall ensure that all of its systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

ff. Contractor shall establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

gg. Contractor shall ensure its data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.

hh. Contractor shall establish documented procedures to backup PII to maintain retrievable exact copies of PII. The documented backup procedures shall contain a schedule which includes incremental and full backups, storing backups offsite, inventory of backup media, recovery of PII data, an estimate of the amount of time needed to restore PII data.

ii. Contractor shall ensure that PII in paper form shall not be left unattended at any time, unless it is locked space such as a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information. Locked spaces are defined as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use, meaning that there are Contractor's staff and non-Contractor functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.

jj. Contractor shall ensure that any PII that must be disposed of will be through confidential means, such as cross cut shredding or pulverizing.

kk. Contractor agrees that PII must not be removed from its facilities except for identified routine business purposes or with express written permission of the County.

ll. Contractor shall ensure that faxes containing PII shall not be left unattended and fax machines shall be in secure areas. Faxes containing PII shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender. All fax numbers shall be verified with the intended recipient before send the fax.

mm. Contractor shall ensure that mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery.

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

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

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

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

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

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

#### 24.6. Obligations of County

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

#### 24.7. Permissible Requests by County

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

#### 24.8. Duties Upon Termination of Agreement

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

#### 24.9. Miscellaneous

- a. **Regulatory References.** A reference in this Attachment to a section in the Personally Identifiable Information Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and in accordance 45 CFR § 205.40, *et seq.* and California Welfare and Institutions Code section 10850.
- c. **Survival.** The respective rights and obligations of Contractor under this Attachment shall survive the termination of the Agreement unless and until the PII is destroyed or returned to the County.
- d. **Interpretation.** Any ambiguity in any provision in this Attachment shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.

e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Contractor.

**25. Rehabilitation Act of 1973**

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


**26. Prison Rape Elimination Act (PREA) of 2003**

Contractor shall comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42. U.S.C. 15601 ET. Seq.), and applicable PREA Standards including but not limited to those regarding preventing, reporting, monitoring, and eradicating any form of sexual abuse within San Mateo County Sheriff's Office Facilities/Programs /Offices owned, operated or contracted. Failure to comply with PREA, including PREA Standards and related San Mateo County Sheriff's Office Policies, may result in termination of the contract.

SIGNATURE PAGE TO FOLLOW

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

For Contractor: Young Mens Christian Association of San Francisco (DBA YMCA of Greater San Francisco)

 Chip Rich	05/30/2026	Chip Rich
<small>Contractor Signature 09:28:45 PDT</small>	Date	Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

**Exhibit A**  
YMCA of Greater San Francisco

**Services**

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

YMCA shall provide evidence-based and promising practice models for services and programs funded under the Juvenile Probation Activities Funding (JPAF); programs provided to at-risk youth in schools and their communities, Juvenile Justice Crime Prevention Act (JJCPA); programs for juvenile justice involved youth, Youth Offender Block Grant (YOBG); programs for youth in Juvenile Hall and reentry services, and Juvenile Justice Realignment Block Grant (JJRBG); services for older youth (up to age 25) serving longer commitments in Juvenile Hall.

**A. SCHOOL SAFETY ADVOCATES – MIDDLE SCHOOL (SSA-MS) – Funding JPAF**

To support local youth, the YMCA will provide vital on-campus services through their School Safety Advocates violence prevention program at five (5) high-need middle schools within the County. SSAs assess risk factors to develop tailored intervention and treatment plans for students and their families, provide comprehensive services on campus including individual counseling, crisis intervention, restorative conflict resolution, clinical supervision, and make referrals for additional external services when needed.

The SSA-MS program will place mental health professionals (Marriage and Family Therapist [MFT], Professional Clinical Counselor [PCC], and Social Workers) on campuses for two (2) full days per week for 42 weeks per fiscal year at the following partner middle school locations:

- i. Alta Loma Middle School, 116 Romney Ave., South San Francisco
- ii. Bayside STEM Academy, 2025 Kehoe Ave, San Mateo
- iii. Ingrid B. Lacy Middle School, 1427 Palmetto Ave., Pacifica
- iv. Parkway Heights Middle School, 650 Sunset Avenue, South San Francisco
- v. Thomas R. Pollicita Middle School, 550 East Market St., Daly City

Annual YMCA Gym Memberships will be provided to 50 youth annually to support physical wellness and access to enrichment activities, such as sports, exercise and group-based activities at the Peninsula YMCA located in San Mateo. Transportation services will be provided to youth who would otherwise lack access to the program.

**B. VICTIM IMPACT AWARENESS PROGRAM (VIA) – Funding JJCPA**

Clinicians provide a trauma-informed, strengths-based educational program designed to foster empathy and increase understanding of the impact of victimization. The VIA program uses a proven curriculum that leverages the positive influence of peer-led dialogues and youth empowerment to challenge and shift the thought patterns and behaviors that contributed to participants' involvement in the justice system. Utilizing interactive media, facilitated dialogue, and guest speakers, the program fosters a comprehensive perspective on victim experiences. It builds a foundation for restorative justice by teaching mediation skills for life after the program. VIA's primary goals are to foster participant accountability, deepen their understanding of harm caused by their actions, and reduce juvenile recidivism.

The Probation Department provides all referrals for the VIA program. VIA services are provided either in-person at the South San Francisco location or virtually over a HIPPA compliant Zoom platform to assist those with transportation barriers.

Two (2) full time VIA therapists will deliver programming to Probation Officer referred and court-ordered youth who have committed victim involved offenses as eight (8) annual 10-week

cohorts, consisting of 75-minute weekly sessions. Attendance and hands-on participation are mandatory for completion, and all groups are collaboratively facilitated by both YMCA staff and probations officer(s).

Core tasks include:

- i. Contractor shall oversee guest speaker engagement, including recruitment, logistical scheduling, on-site support, and post-session debriefing
- ii. Contractor shall track and submit attendance records and cohort completion rates to Probation quarterly.
- iii. Contractor shall facilitate referrals to appropriate third-party providers for crisis intervention and family support in instances where the Contractor's internal resources are insufficient.
- iv. Contractor shall evaluate potential participants for program suitability, considering gang involvement, offense type, and special needs, while offering alternative service options when necessary.

**C. COMMUNICATION AND LIFE SKILLS MANAGEMENT (CALM) - Funding JJCPA, YOBG, JJRBG**

The Contractor will provide evidence-based emotional regulation services via the CALM program for juvenile justice involved youth, and youth detained at the Youth Services Center – Juvenile Hall (YSC-JH). Services include four (4) annual 10-week cohorts, consisting of 90-minute weekly sessions. Contractor will provide services to referred youth who demonstrate a need for, or are mandated to, anger management services.

Core tasks include:

- i. Contractor will track and submit attendance records and cohort completion rates to Probation quarterly.
- ii. Contractor shall facilitate referrals to appropriate third-party providers for crisis intervention and family support in instances where the Contractor's internal resources are insufficient.
- iii. Contractor shall evaluate potential participants for program suitability, considering gang involvement, offense type, and special needs, while offering alternative service options when necessary.

The components of CALM curriculum are as follows:

- i. Session 1: Goals of Group and Introduction to Anger
- ii. Session 2: Triggers
- iii. Session 3: Cues and Anger Reducers
- iv. Session 4: Reminders of Coping Skills
- v. Session 5: Self-Evaluation of Current Skills
- vi. Session 6: Thinking Ahead
- vii. Session 7: Angry Behavior Cycle
- viii. Session 8: Restorative Practices
- ix. Session 9: Bystander Intervention
- x. Session 10: Closing and Graduation

**D. SEXUAL VIOLENCE PREVENTION (SVP) PROGRAM – Funding JJCPA, YOBG, JJRBG**

Clinicians will deliver services to mitigate sexually harmful behaviors. This approach utilizes social-emotional learning to strengthen conflict resolution and emotional regulation through skill-building, social norm shifts, the cultivation of safe environments, restorative practices and bystander intervention. Services include four (4) annual 10-week cohorts, consisting of 90-minute weekly sessions.

Service delivery is outlined below:

Contractor will track and submit attendance records and cohort completion rates to

Probation quarterly.

- i. JJCPA
  - Services will be provided to juvenile justice involved youth via direct referral from Deputy Probation Officers. Operating under a fee-for-service model, the program will support a maximum of 10 youth annually.
- ii. YOBG
  - Services will be provided to youth detained at the YSC-JH, regardless of prior offense history via a direct referral from Institutions staff.
- iii. JJRBG
  - Services will be provided to youth in the Secure Youth Track Facility (SYTF) detained at the YSC-JH, regardless of prior offense history via a direct referral from Institutions staff.

#### **E. CLINICAL CASE MANAGER – Funding JJRBG**

Case management will be offered on an ongoing basis to youth involved in the secure track and for those given long term therapeutic detention commitments. To ensure a continuum of care, duties include in-person reentry services and MDT meeting participation. Services will be provided in-person both while the youth is detained and out in the community once released. Hours will be determined by client and clinician availability, but will be offered throughout the year, Monday through Friday during business hours. Exceptions may be made to meet individual client needs.

#### **F. EVALUATION, DATA COLLECTION & REPORTING**

YMCA shall maintain a robust system for evaluation, accountability, and continuous improvement

##### **F.1. DATA COLLECTION**

YMCA shall collect client-level and programmatic data, including:

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

##### **F.2. PERFORMANCE METRICS**

YMCA shall track and report on key performance indicators, including:

- i. SSA
  - Percentage of youths enrolled in SSA who report they are engaged and building skills because of the program: Target 80%
  - Percentage of youths enrolled in SSA who report they are developing supportive and positive relationships because of the program: Target 80%
- ii. VIA
  - Percentage of youths enrolled in VIA who did not sustain a new charge during the program year: Target 80%
  - Percentage of youths enrolled in VIA will demonstrate new understanding of core objectives at end of group. Target 80%
- iii. CALM
  - Percentage of youths enrolled in CALM who did not sustain a new charge during the program year: Target 80%
  - Percentage of youths enrolled in CALM will demonstrate new understanding of core objectives at end of group. Target 80%
- iv. SVP
  - Percentage of youths enrolled in SVP who did not sustain any sexual or intimate partner violence charges during the program year: Target 80%

- Percentage of youths enrolled in SVP will demonstrate new understanding of core objectives at end of group. Target 80%

Any additional performance metrics as identified and required through the Probation Department's Result-Based Accountability (RBA) process

### **F.3. REPORTING**

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

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

### **F.4. EQUITY & ACCESS**

All services, materials, and resources shall be provided in English and Spanish, when appropriate, to ensure equitable access for participants and families.

### **G. CONTINUOUS QUALITY IMPROVEMENT**

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

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

### **H. SERVICE DELIVERY REQUIREMENTS**

The Contractor shall adhere to the following requirements:

- **Punctuality:** Arrive on time for all scheduled services and coordinate any changes in advance.
- **Record Keeping:** Maintain accurate and complete records of all services provided.
- **Confidentiality:** Comply with all applicable confidentiality and privacy laws and protect all participant information.
- **Security Clearance & Orientation:** All Contractor personnel providing services at the YSC-JH shall complete all required security clearance processes and facility orientation, as required by the County and Probation Department, prior to the initiation of services. Contractor shall ensure ongoing compliance with all facility rules, safety protocols, and access requirements.

### **I. REQUIRED QUARTERLY CBO MEETINGS**

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

### **J. PRISON RAPE ELIMINATION ACT (PREA)**

In accordance with the Prison Rape Elimination Act § 115.32, the County shall ensure that all volunteers and contractors who have contact with residents of its juvenile facilities be trained on the County's sexual abuse and sexual harassment prevention, detection, and response policies and procedures. The level and type of training provided to volunteers and contractors shall be based on the services they provide and level of contact they have with residents, but all volunteers and contractors who have contact with residents shall be notified of the zero-tolerance

policy regarding sexual abuse and sexual harassment and informed how to report such incidents. Contractor shall undergo such training at the County's request.

**Exhibit B**  
YMCA of Greater San Francisco  
**Payments**

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

**I. MAXIMUM OBLIGATION**

In no event shall the County's total fiscal obligation under this Agreement exceed **ONE MILLION, FOUR HUNDRED AND SEVENTY-SEVEN THOUSAND, FOUR HUNDRED AND FOUR DOLLARS AND NINETY-FOUR CENTS (\$1,477,404.94)**.

**II. REIMBURSEMENT AND ALLOWABLE COSTS**

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

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

**III. UNEXPENDED FUNDS**

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

**IV. INVOICING REQUIREMENTS**

**A. Frequency**

Contractor shall submit invoices on a quarterly basis

**B. Funding Separation**

Separate Invoices shall be submitted for each funding source:

- Juvenile Probation Activities Funding (JPAF)
- Juvenile Justice Crime Prevention Act (JJCPA)
- Youthful Offender Block Grant (YOBG)
- Juvenile Justice Realignment Block Grant (JJRBG)

**C. Required Invoice Elements:**

Each invoice shall include, at a minimum:

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

**V. SUBMISSION METHOD**

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

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

**VI. PAYMENT PROCESSING**

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

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

**VII. FUNDING ALLOCATION**

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

- **Juvenile Probation Activities Funding (JPAF):** Prevention and intervention for at-risk youth in schools and communities.
- **Juvenile Justice Crime Prevention Act (JJCPA):** Programs for youth on Probation
- **Youthful Offender Block Grant (YOBG):** Programs for youth in Juvenile Hall and Reentry services.
- **Juvenile Justice Realignment Block Grant (JJRBG):** Services for older youth (up to age 25) serving longer commitments in Juvenile Hall following the closure of the Division of Juvenile Justice (DJJ).

**VIII. Payment Schedule**

**JJCPA – Fee for Service**

Personnel	Maximum Units per Fiscal Year	Fee for Service - Per Unit	FY 2026-27 Maximum Total	FY 2027-28 Maximum Total	FY 2028-29 Maximum Total	Total
SVP Therapist	10	\$1,400.00	\$14,000.00	\$14,000.00	\$14,000.00	\$42,000.00

JJCPA

Personnel	Hours	FY 2026-27	FY 2027-28	FY 2028-29	Total
Therapist for CALMgroups	40 hours	1,644.00	1,644.00	1,644.00	4,932.00
Two (2) VIA Therapists	468 hours per therapist	37,504.00	37,504.00	37,504.00	112,512.00
Clinical Supervision (for CALM & VIA)	40 hours	2,699.00	2,699.00	2,699.00	8,097.00
<b>Personnel Costs Sub-Total</b>		<b>41,847.00</b>	<b>41,847.00</b>	<b>41,847.00</b>	<b>125,541.00</b>
Fringe Benefits (20%)		8,369.40	8,369.40	8,369.40	25,108.20
<b>Personnel Costs and Benefits - SubTotal</b>		<b>50,216.40</b>	<b>50,216.40</b>	<b>50,216.40</b>	<b>150,649.20</b>
Operating Costs		FY 2026-27	FY 2027-28	FY 2028-29	Total
Program Supplies		770.00	770.00	770.00	2,310.00
Communications (cell phone)		1,292.00	1,292.00	1,292.00	3,876.00
Database licenses for ERH's		749.00	749.00	749.00	2,247.00
<b>Operating Costs Sub Total</b>		<b>2,811.00</b>	<b>2,811.00</b>	<b>2,811.00</b>	<b>8,433.00</b>
Program Budget Totals		FY 2026-27	FY 2027-28	FY 2028-29	Total
Direct Personnel Costs		50,216.40	50,216.40	50,216.40	150,649.20
Direct Operating Costs		2,811.00	2,811.00	2,811.00	8,433.00
Sub Total		<b>53,027.40</b>	<b>53,027.40</b>	<b>53,027.40</b>	<b>159,082.20</b>
Indirect Costs (15%)		7,954.11	7,954.11	7,954.11	23,862.33
<b>Total</b>		<b>60,981.51</b>	<b>60,981.51</b>	<b>60,981.51</b>	<b>182,944.53</b>

**JPAF**

Personnel Costs	Hours	FY 2026-27	FY 2027-28	FY 2028-29	Total
SSA-MS: Parkway Heights	42 weeks @ 17 hours per week	29,344.33	29,344.33	29,344.33	88,033.00
SSA-MS: Alta Loma	42 weeks @ 17 hours per week	29,344.33	29,344.33	29,344.33	88,033.00
SSA-MS: Westborough	42 weeks @ 17 hours per week	29,344.33	29,344.33	29,344.33	88,033.00
SSA-MS: Thomas R. Policita	42 weeks @ 17 hours per week	29,344.33	29,344.33	29,344.33	88,033.00
SSA-MS: Ingrid B. Lacy	42 weeks @ 17 hours per week	29,344.33	29,344.33	29,344.33	88,033.00
Clinical Supervision: 2.4 staff	42 weeks @ 12 hours per week	35,040.33	35,040.33	35,040.33	105,121.00
Case Manager	52 weeks @ 40 hours per week	66,433.67	66,433.67	66,433.67	199,301.01
<b>Personnel Costs - SubTotal</b>		<b>248,195.67</b>	<b>248,195.67</b>	<b>248,195.67</b>	<b>744,587.01</b>
Fringe Benefits (20%)		49,639.13	49,639.13	49,639.13	148,917.40
<b>Personnel Costs and Benefits - SubTotal</b>		<b>297,834.80</b>	<b>297,834.80</b>	<b>297,834.80</b>	<b>893,504.41</b>
Operating Costs		FY 2026-27	FY 2027-28	FY 2028-29	Total
Program Supplies		1,000.00	1,000.00	1,000.00	3,000.00
Communications (Staff Cell Phone)		1,292.00	1,292.00	1,292.00	3,876.00
Annual YMCA Gym Membership		852.00	852.00	852.00	2,556.00
Database licenses for ERH's		4,480.00	4,480.00	4,480.00	13,440.00
<b>Operating Costs Sub Total</b>		<b>7,624.00</b>	<b>7,624.00</b>	<b>7,624.00</b>	<b>22,872.00</b>
Program Budget Totals		FY 2026-27	FY 2027-28	FY 2028-29	Total
Direct Personnel Costs		297,834.80	297,834.80	297,834.80	893,504.41
Direct Operating Costs		7,624.00	7,624.00	7,624.00	22,872.00
Sub Total		305,458.80	305,458.80	305,458.80	916,376.41
Indirect Costs (15%)		45,818.82	45,818.82	45,818.82	137,456.46
<b>Total</b>		<b>351,277.62</b>	<b>351,277.62</b>	<b>351,277.62</b>	<b>1,053,832.87</b>

**YOBG**

Personnel Costs	Hours	FY 2026-2027	FY 2027-2028	FY 2028-2029	Total
Sexual Violence Prevention Therapist	40	1,644.00	1,644.00	1,644.00	4,932.00
Therapist for Calm Groups	40	1,644.00	1,644.00	1,644.00	4,932.00
Clinical Supervision	40	2,699.00	2,699.00	2,699.00	8,097.00
<b>Sub-Total</b>		5,987.00	5,987.00	5,987.00	17,961.00
Fringe Benefits (20%)		1,197.40	1,197.40	1,197.40	3,592.20
<b>Total</b>		7,184.40	7,184.40	7,184.40	21,553.20
Operating Costs		FY 2026-27	FY 2027-28	FY 2028-29	Total
Program Supplies		100.00	100.00	100.00	300.00
Communications (staff cell phone)		1,292.00	1,292.00	1,292.00	3,876.00
Database licenses for ERH's		280.00	280.00	280.00	840.00
<b>Operating Costs Total</b>		1,672.00	1,672.00	1,672.00	5,016.00
Program Budget Total		FY 2026-27	FY 2027-28	FY 2028-29	Total
Direct Personnel Costs Total		7,184.40	7,184.40	7,184.40	21,553.20
Direct Operating Costs		1,672.00	1,672.00	1,672.00	5,016.00
<b>Sub Total</b>		8,856.40	8,856.40	8,856.40	26,569.20
Indirect Costs (15%)		1,328.46	1,328.46	1,328.46	3,985.38
<b>Total</b>		10,184.86	10,184.86	10,184.86	30,554.58

**JJRBG**

Personnel Costs	Hours	FY 2026-2027	FY 2027-2028	FY 2028-2029	Total
Sexual Violence Prevention Therapist	40	1,644.00	1,644.00	1,644.00	4,932.00
Therapist for Calm Groups	40	1,644.00	1,644.00	1,644.00	4,932.00
Clinical Supervision	40	2,699.00	2,699.00	2,699.00	8,097.00
Tier 4 Clinical Case Manager-SVP Youth	1040	33,217.00	33,217.00	33,217.00	99,651.00
<b>Sub-Total</b>		39,204.00	39,204.00	39,204.00	117,612.00
Fringe Benefits (20%)		7,840.80	7,840.80	7,840.80	23,522.40
<b>Total</b>		47,044.80	47,044.80	47,044.80	141,134.40
Operating Costs		FY 2026-27	FY 2027-28	FY 2028-29	Total
Program Supplies		100.00	100.00	100.00	300.00
Communications (staff cell phone)		1,292.00	1,292.00	1,292.00	3,876.00
Database licenses for ERH's		280.00	280.00	280.00	840.00
<b>Operating Costs Total</b>		1,672.00	1,672.00	1,672.00	5,016.00
Program Budget Total		FY 2026-27	FY 2027-28	FY 2028-29	Total
Direct Personnel Costs Total		47,044.80	47,044.80	47,044.80	141,134.40
Direct Operating Costs		1,672.00	1,672.00	1,672.00	5,016.00
<b>Sub Total</b>		48,716.80	48,716.80	48,716.80	146,150.40
Indirect Costs (15%)		7,307.52	7,307.52	7,307.52	21,922.56
<b>Total</b>		56,024.32	56,024.32	56,024.32	168,072.96

**IX. Invoice Due Dates**

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

**X. Performance Metrics**

Performance Metrics	Fiscal Year Target
<p><b>SSA</b></p> <ul style="list-style-type: none"> <li>Percentage of youths enrolled in SSA who report they are engaged and building skills because of the program:</li> <li>Percentage of youths enrolled in SSA who report they are developing supportive and positive relationships because of the program:</li> </ul>	<p>80%</p> <p>80%</p>
<p><b>VIA</b></p> <ul style="list-style-type: none"> <li>Percentage of youths enrolled in VIA who did not sustain a new charge during the program year:</li> <li>Percentage of youths enrolled in VIA will demonstrate new understanding of core objectives at end of group:</li> </ul>	<p>80%</p> <p>80%</p>
<p><b>CALM</b></p> <ul style="list-style-type: none"> <li>Percentage of youths enrolled in CALM who did not sustain a new charge during the program year:</li> <li>Percentage of youths enrolled in CALM will demonstrate new understanding of core objectives at end of group:</li> </ul>	<p>80%</p> <p>80%</p>
<p><b>SVP</b></p> <ul style="list-style-type: none"> <li>Percentage of youths enrolled in SVP who did not sustain any sexual or intimate partner violence charges during the program year:</li> <li>Percentage of youths enrolled in SVP will demonstrate new understanding of core objectives at end of group:</li> </ul>	<p>80%</p> <p>80%</p>

# ATTACHMENT I

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

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

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

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

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

**Name of 504 Person:** Wesley rich

**Name of Contractor(s):** YMCA of Greater San Francisco

**Street Address or P.O. Box:** 169 Steuart st

**City, State, Zip Code:** SF , CA 94105

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

**Signature:**

  
Chip Rich (May 30, 2026 09:28:45 PDT)

**Title of Authorized Official:** Chief Innovation Officer

**Date:** 05/30/2026

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