

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND UNITY CARE GROUP, INC.

This Agreement is entered into this ____ day of _____, 2017, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Unity Care Group, Inc., hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of Transitional Housing Placement Plus Program administration to former foster youth.

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

1. Exhibits and Attachments

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

- Exhibit A—Scope of Work
- Exhibit B—Outcomes and Reporting
- Exhibit C—Payments and Rates
- Exhibit C1—Budget
- Exhibit C2—Budget Detail
- Exhibit D—Child Abuse Reporting
- Attachments A-F—Not Used
- Attachment G—Fingerprinting Certification
- Attachment H—HIPAA Business Associate Requirements
- Attachment I—§ 504 Compliance
- Attachment P—Personally Identifiable Information

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit C and C1, 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 C and C1. 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 **SIX HUNDRED FIFTY EIGHT THOUSAND SEVEN HUNDRED EIGHTY DOLLARS (\$658,780)**. 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 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 November 1, 2017 through June 30, 2018.

5. Termination

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

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

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

6. Contract Materials

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

7. Relationship of Parties

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

8. Hold Harmless

a. General Hold Harmless

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

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

9. Assignability and Subcontracting

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

10. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

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

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

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

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

11. Compliance With Laws

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

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of

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

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

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

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

h. Compliance with Living Wage Ordinance

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

13. Compliance with County Employee Jury Service Ordinance

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

14. Retention of Records; Right to Monitor and Audit

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

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

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

15. Merger Clause; Amendments

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

16. Controlling Law; Venue

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

17. Notices

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

In the case of County, to:

Name/Title: Jerry Lindner, Human Services Manager II
Address: 2415 University Ave

East Palo Alto, CA 94303
Telephone: (650) 599-7412
Email: JLindner@smcgov.org

In the case of Contractor, to:

Name/Title: Andre Chapman
Address: 1400 Parkmoor Avenue, Suite 115
San Jose, CA 95126
Telephone: (408) 971-9822
Facsimile: (408) 510-5666
Email: andre@unitycare.org

18. Electronic Signature

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

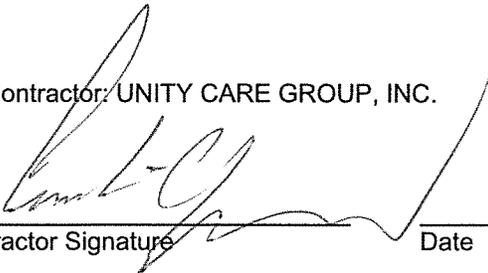
19. Payment of Permits/Licenses

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

* * *

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

For Contractor: UNITY CARE GROUP, INC.

 9.22.17 Andre Chapman
Contractor Signature Date Contractor Name (please print)

COUNTY OF SAN MATEO

By: _____

President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____

Clerk of Said Board

Exhibit A – Scope of Work

Unity Care Group, Inc.
Transitional Housing Placement Plus
Scattered/Host Sites
November 1, 2017 – June 30, 2018

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

I. PROGRAM GOAL AND GENERAL DESCRIPTION OF SERVICES

The goal of Transitional Housing Placement Plus (THP-Plus) program is to provide a safe living environment while helping former foster youth, now young-adults, achieve self-sufficiency so that they can learn life skills upon leaving the foster care support system. Contractor will provide THP-Plus program services under scattered/shared housing models, in coordination with County and community based providers, to serve eligible former foster youth (young-adults), who are at least 18 years old and have not yet reached age 25. Program services will include supports such as case management, educational guidance, employment counseling, and assistance in reaching goals identified in the young-adult's Transitional Independent Living Plan (TILP) and as outlined in this Exhibit A. Contractor will also provide aftercare services to former foster youth, including both those who have participated in the THP-Plus program and those who have not.

II. PROGRAM MODEL DESCRIPTIONS

A. Scattered/Host Site:

- 1) Contractor will support participants in the leasing of apartments or room rentals in various locations throughout San Mateo County.
- 2) This model can include units where parenting participants live with their children, or a two or more bedroom apartment shared by more than one THP-Plus participant.
- 3) This model can include housing arrangements in which the participant rents a room in another person's home where the homeowner or master tenant functions solely as a landlord and does not provide any care or supervision to the THP-Plus participant.
- 4) A rental agreement must be in place.
- 5) Contractor will ensure all scattered site locations are close to public transportation in order to eliminate barriers to a participant's attendance at school/employment.

III. THP-PLUS RATES

- #### **A. The following program per-youth rates will be set:**

- \$3,562 for all non-parenting youth
 - \$4,067 for all parenting youth
- B. Per youth rates may be adjusted or modified based on written agreement between Contractor and County.

IV. PARTICIPANT ELIGIBILITY AND POPULATIONS TO BE SERVED

- A. THP-Plus eligible young-adults are former foster youth (single or parenting) who have emancipated from foster/probation care and are 18 through 24 years old, and are pursuing the county-approved goals they have developed in their TILP. Young-adults are eligible to receive THP-Plus services as long as they meet State of California Department of Social Services' (CDSS) THP-Plus program eligibility criteria (www.cdss.ca.gov).
- B. Children and Family Services (CFS) will be responsible for conducting fingerprint and background checks on THP-Plus eligible young-adults and host-site payees. CFS will make the final determination on a young-adult's eligibility/non-eligibility due to safety concerns.
- C. San Mateo County has opted-in to the THP-Plus option to extend services under Senate Bill (SB) 1252. THP-Plus participation allows for a cumulative of 24 months but may be extended to a maximum time of up to 36. The CFS program manager will receive and approve extension requests and extensions will be granted based on the criteria and requirements within SB 1252.
- D. Aftercare services will be provided to any former San Mateo County foster youth through 24 years old per section VII.G.
- E. A minimum of 23 former foster youth (young-adults) will participate in the THP-Plus program under this Agreement of which approximately 16 will be single and 7 will be parenting a child(ren).

V. LOCATIONS AND HOURS OF SERVICES:

- A. Services will be provided at hours that are convenient for the young-adult, including evening and weekends.
- B. Contractor will engage the young-adults through face-to-face meetings in their homes and/or communities at locations that are convenient for the young-adults.

VI. REFERRALS, INTAKE AND ASSESSMENT

- A. San Mateo County Children and Family Services (CFS) will provide youth who are eligible for THP-Plus services with information regarding the program and Contractor's contact information.
- B. Contractor will contact the young-adult to set-up a face-to-face meeting for the initial interview in a location and at a time that is convenient for the young-adult to conduct an assessment of their existing TILP goals or, if the young-adult does not have a TILP, work closely with the young-adult to develop a TILP. Program orientation paperwork will also be completed with the new participant.
- C. Contractor will explore with the applicant the direction of their goals as defined in the TILP and their level of readiness to begin/continue to work toward those goals. Contractor will help the young-adult to identify goals which will lead to successful program participation, completion, and transition into independence for the young-adult.
 - 1. Assessment will include determining if the goals defined in the TILP are still current and applicable, and developing any new or modified goals as necessary.
 - 2. For those young-adults who do not have a TILP at the time of referral and intake, Contractor will work with the young-adult to develop a TILP.
- D. If the applicant has previously been enrolled in the THP-Plus program, Contractor will explore the reason(s) the young-adult exited the program early and help the young-adult to develop TILP goals that lead to successful program participation, completion, and transition into independence.

VII. THP-PLUS SUPPORTIVE SERVICES

Contractor will provide comprehensive supportive services to aid the young-adult toward a successful transition to adulthood. Services will be provided through a collaborative approach with other community-based services such as the Independent Living Program (ILP), Foster Youth Education/Employment (FYEE) providers, Mid-Pen Housing, College of San Mateo, and housing locator providers in order to offer holistic services that address the complex needs of the participants, reduce obstacles and barriers for the participants, and eliminate duplicative efforts on the part of the services providers. Contractor will provide the following services:

- A. Case Management:
 - 1. Contractor will provide case management services to build professional relationships with the young-adults in order to assist them from a position of

understanding their needs and goals and support the forward progression of the young-adult's educational/vocational goals.

2. Case manager will conduct an assessment utilizing the Ansell-Casey Life Skills test to identify a baseline of understanding of certain life skills across various domains.
3. Case management will involve regular meetings with the participants (biweekly, every two weeks) initiated by the case manager for the purpose of developing and tracking of individualized goals through the TILP, offering guidance and assistance, and connecting participants with community resources for which they are eligible and which would assist the participant with the realization of their goals as well as benefit them upon exit from the program.
 - a. The meetings will be face-to-face and if necessary, based on the participant's schedule, meeting will be by phone.
 - b. The case manager will function as a mentor to the participant offering guidance and assistance in areas such as participant's general needs, progress towards goals and direct linkages to education, employment, financial, housing and other community resources.
4. As much as possible, Contractor's staff will provide direct accompaniment and advocacy, taking young-adults to community-organizations and other sites to demonstrate how to successfully complete tasks/request services. Services provided must help to ensure that the young-adult is learning the skills necessary to live independently at the conclusion of their time in the program.
5. Contractor shall provide the young-adult with information and referral for unmet needs as identified in the assessment and to help achieve TILP goals by working directly with young-adults to understand how to access services and/or complete required life tasks. Topics may include, but are not limited to:
 - a. General Life Tasks/Adulthood
 - i. Self-esteem
 - ii. Child care
 - iii. Responsibilities of having a car
 - b. Housing
 - i. Landlord/tenant rights
 - ii. Apartment cleanliness
 - iii. Roommate mediation
 - c. Budgeting to maximize income

- i. Financial literacy
 - ii. Planning nutritious and health meals
 - iii. Comparison shopping
 - d. Accessing resources
 - i. Public benefits/Financial assistance
 - ii. Medical services
 - iii. Workforce Investment Opportunity Act (WIO), etc.
 - iv. Transportation
 - e. Employment
 - i. Career planning
 - ii. Job readiness, search, application, interviewing
 - iii. Employer benefits
 - f. Education
 - i. Applying for scholarships/financial aid
 - ii. Registering for classes

B. Coordination with Community-Based/County Services:

1. Contractor will develop an understanding of the community-based services and County partners/programs available to former foster youth and will seek referrals on behalf of the young-adults for these programs, as it aligns to their TILP goals. Contractor will meet with the young-adult to explain the available community/County programs, the advantages to participating in the program, how to maximize program benefits, and encourage the young-adult to engage in the programs to which s/he has been referred.
2. Contractor will dialogue with the young-adult's support team regarding the young-adult's goals and keep the support team aware of any updates or changes to TILP goals.

C. Housing and Financial Self-Sufficiency Services:

1. Affordable Housing Placements:
 - a. Contractor shall advocate for the program participants, developing relationships and working with existing housing locator providers, housing non-profit agencies, housing developers, and landlords to create/identify specific affordable housing placement opportunities for program participants in their communities.

- b. Case manager will work with the youth to develop a housing plan. The housing plan will include specific required components as agreed upon by CFS and Contractor.
- c. Case manager will conduct an assessment to determine which housing model is appropriate for the referred young-adult.
- d. Case manager will assist the young-adult in creating a realistic budget that will help them determine if, upon exit of the program, they can afford living alone or will need to look for shared housing.
 - i. If a roommate is needed, brainstorm roommate options with the young-adult; including other clients in our programs
- e. Case manager will help the young-adult conduct a housing search, providing them with the information and tools necessary to search for and apply for housing. Case managers will work directly with the young-adult through a face-to-face meetings to demonstrate how to conduct housing search and complete applications.
- f. Case manager will prepare the young-adult for housing interviews. If requested by the young-adult, case management staff will accompany the young-adult on housing interviews and help the young-adult complete housing applications. If applicable, case management staff will provide the young-adult with constructive feedback following the housing interview to enhance the young-adult's future opportunities for securing housing.
- g. Case manager will review housing lease with the young-adult before s/he signs to cover all requirements/expectations and clarify any questions the young-adult has regarding lease terms.

2. Lease Review:

- a. Case manager will review participant rental lease agreements line-by-line with the THP-Plus participant prior to the signing of a lease agreement and when the participant takes control of the rental unit (i.e. obtains unit keys) to ensure the participant understands the terms and conditions of the lease, the financial commitment and expectations involved with the lease such as the security deposit and rent, and other terms and conditions. Case manager will troubleshoot questions regarding the lease with the participant to ensure the participant has all questions answered and is clear on the lease requirements.

3. System of Payment and Financial Assistance:

- a. Contractor will provide financial assistance payments to participants. Systems for providing the financial assistance payments shall include the following, based on assessment of the participants financial literacy, including the participant's ability to develop a budget, live within their budget limitations and manage money:
 - i. Contractor will make check payments directly to the payor (i.e. issue checks directly to landlords and utility companies).
 - ii. Contractor will make payments directly to the participant and the participant will makes payments directly to the payor (i.e. landlords and utility companies).
 - iii. Contractor may implement a system of payments combining both methods above where some payments are made to the participant (check) and other payments are made directly to the payor.
 - b. Financial assistance may include gift cards to the participant to purchase necessities (i.e. food and gas) and/or issuing check payments to the participant who then can manage their finances to purchase necessities.
4. Allowance for Living Expenses:
- a. Contractor will subsidize the participant's living expenses (i.e. rent, utilities) up to a maximum limit not to exceed the Contractor's program budget and the cost of living expenses, and based on the participant's income and the actual cost of the expense.
 - b. Contractor shall pay the difference between the actual cost of the expense and the participant's contribution, whichever is less. For example: based on the Program Budget, the maximum subsidy for Utilities is \$40.00/month for a Single Participant. Assuming a monthly utility cost of \$25.00/month, and assuming the participant's budget allocates \$15.00/month for Utilities, the Contractor will pay the difference of \$10.00/month. If the participant's cost is over \$40.00/month, the participant is responsible for the difference between the subsidy maximum of \$40.00/month and the actual cost.
 - c. Refer to Budget Detail as shown in Exhibit C2 for a complete list of covered expenses for a Single Participant and a Parenting Participant. Expenses include rent, utilities, food, and transportation. County shall have the option to modify the Budget Detail as well as the Budget in Exhibit C1 to meet programs goals as agreed upon by both parties.
5. Apartment Furnishings:

- a. Contractor will provide, either through a direct purchase or a stipend, apartment furnishings to participants.
 - b. When purchasing new items, unless in the event of an urgent need, Contractor shall conduct research at multiple stores/websites to maximize the available government budget and funds.
 - c. Some items may be accepted through donations, if in good condition, such as dressers, cabinets, night stands, etc. Good condition is defined as working, no broken or missing parts or pieces, some signs of wear and tear but overall clean without large stains/scratches. Items that may pose a hygiene or safety risk such as beds, cribs, strollers and car seats must be purchased new.
6. Emancipated Savings Fund:
- a. An emancipation fund will be established within and managed by the Human Services Agency for each participant into which \$50 for non-parents and \$100 for parenting young-adults will be deposited monthly on behalf of the participant (if not in the program for a full month, this amount is pro-rated).
 - b. Contractor shall provide CFS with a monthly report of program participants and the amount to transfer into the emancipation fund (\$50, \$100 or a pro-rated amount within).
 - c. The total balance in the fund (as tracked by participant's length of stay in the program) shall be distributed to the participant when s/he leaves the program, or earlier (for extenuating circumstances), as permitted by the CDSS' THP-Plus program guidelines.
7. Graduation Savings Program:
- a. Contractor shall establish a savings program in which participants who experience a wage increase will receive a Contractor-imposed "increased rent" amount of which the difference (amount paid over and above actual rent) will be routed into a savings account established within and managed by the Human Services Agency for the participant to receive upon graduation and/or as permitted by CDSS' guidelines.
 - b. The amount of the rent increase will be determined by a collaborative budget assessment between the case manager and participant and based on the participant's income and expenses.

- c. Contractor shall provide CFS with a monthly report of program participants and the amount to transfer into the savings fund.
- d. Contractor shall not reduce the amount of their contribution towards the participant's rental subsidy based on the participant's increased wages and graduation savings.

8. Preparation for Independence and Exit – Housing and Finances:

- a. Case management staff will assist the young-adult in creating a realistic budget that will help them determine if, upon exit of the program, they can afford living alone or will need to look for shared housing.
 - i. If a roommate is needed, brainstorm roommate options with the young-adult; including other clients in our programs
- b. Case management staff will assist participants with planning for the transition and exit from the program including searching for and locating affordable housing, if needed.
 - i. Housing search and locating support may include, but is not limited to, the following: assist the young-adult in getting on affordable housing waitlists, applying for financial/housing support through the Core Services Agencies, connecting to housing community-based/County providers, directly contacting landlords on the young-adult's behalf to advocate for a long-term housing unit, and attend apartment tours with the young-adult to assist them with talking to the apartment managers.
- c. Case management will work with the young-adult to develop a transitional plan for maintaining self-sufficiency including housing, affording rent, and other expenses. The transitional plan will include methods of adjusting to independence upon program completion such as paying rent on time, sustaining savings deposits, increasing earnings, etc.
- d. Contractor will provide the young-adult with letters of reference/income verification letters as applicable.

D. 24-hour Crisis Intervention and Support:

- 1. Contractor will have case management staff available on a rotating, on-call basis after normal business hours to manage crisis situations for the young-adults.
- 2. When a crisis is present, the case manager will respond directly to the/with the young-adult and determine the next level of needed response/intervention.

3. The responding case manager will provide accompaniment and advocacy in the crisis response for the young-adult when possible. Young-adults will be taught, through accompaniment and advocacy in real-life/situations, how to work with landlords and on-site property managers and/or manage crises. Contractor may refer the young-adult to a landlord/on-site property manager after having provided direct accompaniment and advocacy for the young-adult at least three times
4. If the situation cannot be resolved within Contractor's available resources and/or requires a higher level of care, such as mental health services, the responding case manager will connect with the appropriate community-based/County resource and ensure a direct hand-off between the young-adult and provider. This may include, but is not limited to, police involvement and crisis mental health services.
5. The case manager will follow-up with the young-adult and provider following the crisis to ensure the young-adult's needs are being met, and will respond as necessary through additional accompaniment, advocacy, and/or referrals.

E. Mentoring:

1. Case managers will serve as mentors to the participants in the program. In addition, Contractor will seek out members from the young-adult's community to serve as mentors (such as: neighbors, volunteer groups) as well as provide referrals to community-based agencies for more structured mentoring opportunities.

F. Lifelong Connections:

1. Case management staff will, through discussion with the young-adult, identify individuals that the young-adult considers important in his/her life (which may or may not include traditional "family" members).
2. Case management staff will explore these individuals and relationships with participants and encourage the participants to reach out to the people who are considered important to them and positive supports. Ultimately, the participants are adults in charge of their own social circles.
3. In individual or group meetings, Contractor may cover topics such as social/interpersonal relationships, conduct role-plays, and explore various communication styles in order to assist participants in bettering/strengthening their own relationships.
4. Contractors will expose participants to the community through referral to resources as well as inviting local guest speakers, based on topics that align with program

mission/goals, to monthly meetings. Former program participants will be invited to speak to current program participants about successes, challenges, and the transition after program exit.

G. Aftercare services:

1. Former foster youth, including those who did not participate in the THP-Plus program, will be eligible for aftercare supports provided by Contractor to ensure the young-adult's well-being, safety, and stability. These services will include information and referral to community-based providers, based on the young-adult's needs. Contractor may also provide one-time direct payments for services, based on approval from the CFS program manager or designee, for supports such as:
 - a. Transportation assistance
 - b. Clothing allowance
 - c. Job readiness training
 - d. Items related to maintaining employment or educational status
 - e. Crisis counseling
2. For those who have exited from the THP-Plus program, Contractor will provide weekly check-ins with the young-adult for a period of up to 90 days to monitor the young-adult's transitional status and progress based on the transitional plan developed before exit. Aftercare case management meetings will ensure continued support and participants will be offered, based on identified need, the following:
 - a. Assistance in identifying needed resources – both helping the young-adult understand what resources might be needed and how to find and/or access those resources.
 - b. Referrals to community-based organizations, County, State or other appropriate provider.
3. Discharged young-adults who do not graduate from/exit the program shall be eligible to receive short-term case management until they reach the age of 25. Upon discharge, Contractor will provide referrals to community-based organizations, County, State and/or other appropriate provider based on participant's need.

VIII. PARTICIPANT RIGHTS

- A. Contractor will follow Federal and State fair housing laws and staff and property managers must be trained in fair housing laws as well as landlord/tenant rights.

- B. Contractor will review program expectations and rules using a written orientation booklet to ensure the participant understands the program expectations/rules as outlined in the written orientation booklet.
- C. A restatement of the Transitional Housing Misconduct Act will be included in the lease/orientation booklet adequately informing the participant about the expectations/requirements under that law.
- D. Contractor will attain a signed written release/waiver from the participant allowing Contractor to communicate with other entities (such as: school, employer, landlord) in order to best assist the young-adult and not violate any confidentiality rights.
- E. When a program participant violates program rules/expectations, Contractor will issue warnings in order to bring the young-adult back into compliance to further ensure their success.
- F. Participants have the ability to appeal the warning and/or file a grievance if they have a complaint about the program as a whole.
- G. All efforts will be made to address the concerns and ensure the participant's success in the program.
- H. If Contractor is considering termination or plans to terminate a participant from the program, Contractor must inform the CFS program manager in advance either in writing or orally. No participant will be terminated from the program before CFS has been notified and concurs.
- I. Mediation meetings shall occur between the provider, young-adult, and CFS if the young-adult or County requests a meeting.

IX. PROGRAM POLICIES

- A. Contractor's THP-Plus program rules/expectations shall be outlined in an orientation booklet provided to participants upon intake and enrollment into the program. The orientation booklet shall include policies regarding education/work requirements, savings requirements, pregnant/parenting young-adult, emergencies, disciplinary measures, and ground rules for termination.

X. OTHER REQUIREMENTS

- A. Fingerprinting, Background Checks & License Verification Requirements:
(Applies only when working with children under the age of 18.)

1. All direct service staff and volunteers will be required to submit to a Live Scan background check/professional license verification to Contractor prior to providing services to any child under the age of 18.
2. Contractor understands that it must be a Department of Justice approved vendor for Live Scan and background checks in order to perform services under this Agreement.
3. Contractor will require all of its employees, subcontractors, volunteers, or agents that work directly with children to be fingerprinted through Live Scan and undergo a background check.
4. Contractor will be responsible for ensuring that all professional licenses are current, valid, and in good standing.
5. Contractor will submit, upon execution of this Agreement, a copy of the organization's fingerprinting policies and procedures.

B. Child Abuse Reporting:

1. Contractor, its consultants, or volunteers are required to report any known or suspected neglect, abuse, or violation that involves a child to the County contact listed in this Agreement as soon as they learn of the incident as well as the child abuse hotline shown below. Notwithstanding Section 5 of this Agreement, failure to report any such incident may result in immediate termination of this Agreement. Contractor shall report all known or suspected instance(s) of abuse to the Contact listed in Section 17 (Notices) of the Agreement and the **Child Abuse and Neglect Hotline: 1-800-632-4615**.

C. Training Hours and Topics:

1. Contractor's staff will be required to take 40 hours of training a year. Training must include topics that are pertinent to the THP-Plus participants/population as well as program, contract, and Contractor-specific trainings such as the following:
 - a. Working with former foster youth.
 - b. Cultural competency or empathy.
 - c. Trauma informed care.
 - d. Commercially Sexually Exploited Children.
 - e. Mandated contractual trainings (i.e. mandated reporters and CPR).
 - f. Working with children of color.
 - g. Client and professional boundaries.
2. Contractor shall require that all program staff be over 21 years of age, pass criminal record clearance and be adequately trained to work with former foster youth.

“Adequately trained” is defined as meeting Contractor’s standards for organizational, program, and contractual training.

- D. Authorized CFS personnel will conduct an annual review of services and contract compliance. Prior to and during the review, Contractor will be expected to submit documents such as, but not limited to, current accounting, annual report, client lists, practice details, and policies and procedures. Reviews may include on-site visits to housing units to understand the quality of services provided to the young-adults.
- E. Contractor will ensure that each client has a separate, confidential record, where information on outcomes, meetings, and financial assistance is documented and tracked by the case manager to chart services provided and participant’s progress.

(End of Exhibit A)

Exhibit B – Outcomes and Reporting Requirements

Unity Care Group, Inc.
 Transitional Housing Placement Plus
 Scattered/Host Sites
 November 1, 2017 – June 30, 2018

I. PROGRAM MONITORING AND OUTCOMES

Contractor agrees to meet the following performance measure(s) and outcomes for the period of November 1, 2017 through June 30, 2018. Performance measures and outcomes may be modified based on a written agreement between County and Contractor.

Community Impact (<i>Who benefitted as a result, and how?</i>)	FY 2017-18* Target
The percent of former foster youth receiving THP-Plus services under this Agreement who will complete their GED or maintain their college placement.	90%
Of those youth who are not enrolled full-time in post-secondary education, the percent of former foster youth who will experience a 20% increase in their earned income from entrance to exit of the THP-Plus program under this Agreement.	90%
Upon transition from THP-Plus, the percent of former foster youth served through this Agreement who will identify having a stable and positive relationship with at least one adult who is proactive in providing long term support.	75%
The percent of former foster youth served through this Agreement who will transition from THP-Plus having knowledge of and access to community resources.	90%
Qualitative Indicators (<i>How well was it done?</i>)	FY 2017-18* Target
The percent of former foster youth served through this Agreement who will transition from THP-Plus with an identified health care provider or with knowledge of how to access health care, which includes services to address physical health, mental health, and substance abuse.	90%
Based on an annual survey administered by the Contractor, the percent of youth enrolled in or exiting the THP-Plus program under this Agreement who will report satisfaction or greater with the services received from the Contractor.	90%
Quantitative Indicators (<i>How much was done?</i>)	FY 2017-18* Target
The percent of former foster youth served under this Agreement who will transition from THP-Plus to identified stable and positive housing.	90%
Related to the immediately preceding indicator, the percent of former foster youth who have transitioned from THP-Plus have maintained a stable and positive living situation, as confirmed by a three and six month follow-up survey.	70%
The minimum number of former foster youth who will participate in THP-Plus under this Agreement.	23

**Eight month period from November 1, 2017 – June 30, 2018*

II. REPORTING

- A. Contractor will be responsible for collecting, entering, tracking, and reporting the data for program participants and outcome measures related to the services provided by Contractor. Contractor will be responsible for creating, developing, and/or maintaining the secure database in which this data is entered as outlined in Attachment P.
- B. Contractor will submit monthly, quarterly, and year-end reports to the Human Services Agency (HSA) in a format as specified by the HSA.
- C. Contractor will submit reports based on due dates in the below sections to the CFS Contract Manager (JLindner@smcgov.org) with a copy to the Administrative Secretary (RMDiaz@smcgov.org).
 - 1. Monthly reports must accompany invoice.
- D. **Monthly reports** must be submitted by the 15th day of each month and will include, at a minimum, the following information but, based on the County's need for information, may include additional data:
 - 1. Client name and age
 - 2. Date of referral
 - 3. Referral/Enrollment status
 - 4. Date of assessment
 - 5. Services provided (by type)
 - 6. Housing placement date and type
 - 7. Months enrolled in program
 - 8. Months remaining in program before exit
 - 9. Date of transitional plan completion

(End of Exhibit B)

Exhibit C – Payments and Rates

Unity Care Group, Inc.
Transitional Housing Placement Plus
Scattered/Host Sites
November 1, 2017 – June 30, 2018

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

- A. Contractor will provide an itemized invoice including any taxes or fees to County based on actual costs incurred as shown in the budget (Exhibit C1) for services shown in Exhibit A and the reporting requirements in Exhibits B. Contractor will provide detailed accounting, receipts, and required reports with each invoice. County shall pay Contractor upon receipt and approval of invoices.
- B. Invoices will be sent to the Children and Family Services Contract Manager (JLindner@smcgov.org) with a copy to the Administrative Secretary (RMDiaz@smcgov.org). Due to the fiscal year-end closure, the final invoice for services under this Agreement for services rendered from June 1 to June 30, 2018 shall be sent to County by July 3, 2018.
- C. County reserves the right to withhold payments if County determines that the quality or quantity of the work performed is unacceptable. Should County withhold payment for unacceptable work, the County will notify the Contractor in writing of work that is unacceptable along with a corrective action plan. Contractor shall have 10 business days to respond to County.

Failure to respond or correct work may result in disallowed costs. The County is not responsible for paying Contractor for services not performed within or outside the terms and conditions of the Agreement. Failure to respond and correct the work may also result in termination of the Agreement.

- D. In no event shall all services, taxes, and fees exceed the total amount of the Agreement obligation of **SIX HUNDRED FIFTY EIGHT THOUSAND SEVEN HUNDRED EIGHTY DOLLARS (\$658,780)**.

(End of Exhibit C)

Exhibit C1 – Budget

Unity Care Group, Inc.
 Transitional Housing Placement Plus
 Scattered/Host Sites
 November 1, 2017 – June 30, 2018

Program Name: San Mateo County THP Plus - Scattered Sites+ Aftercare (Awarded Contract Funding to The Unity Care Group)				
FY 17-18 Period of Performance 8 months November 1, 2017 to June 30 2018				
Line Item	Total Program Budget	Funding Request (detail how funds will be spent per line item)		
Revenue				
Individual Contributions	\$ -			
Donations	\$ -			
HSA funding (Includes Aftercare funding \$56,280.00)	\$ -	\$ 658,780		
	\$ -			
	\$ -			
	\$ -			
<i>Other government contracts (list each contract/funding on it's own line- please add in more rows if needed)</i>				
In kind (facilities and maintenance)	\$ -			
In kind (other)	\$ -			
Total Revenue	\$ -	\$ 658,780		
			STAFFING DETAILS	
Expense			general units - units funded partially or wholly via the funding requested under this contract	
			STAFFING DETAILS	
Direct Personnel Expense	Full Cost	Cost to this Contract	% Attributed this Contract	cost for these FTE
Program Director (note this position splits time with Residential Services Progs), Ref Staffing Salary page	On Request	\$ 6,500	<10%	\$ 6,500
Program Manager, Ref Staffing Salary page	\$ 48,800	\$ 7,320	15%	\$ 7,320
Clinical Program Manager	\$ 44,600	\$ 44,600	100%	\$ 44,600
Housing Coordinator	\$ 56,700	\$ 8,505	15%	\$ 8,505
Case Managers, 1.5 FTE	\$ 61,800	\$ 47,260	76%	\$ 47,260
Case Managers, Aftercare, 1.1 FTE	\$ 47,722	\$ 24,373	51%	\$ 24,373
Benefits + Payroll Related Taxes (Direct Labor)	\$ 39,158	\$ 39,158	100%	\$ 39,158
subtotal personnel	\$ 305,279	\$ 177,716		\$ 177,716
Operating Expenses:				
Rental Subsidy	\$ 243,979	\$ 243,979		
Food Subsidy	\$ 64,893	\$ 64,893		
Emancipation Fund Deposit	\$ 12,226	\$ 12,226		
Other Client Support	\$ 28,245	\$ 28,245		
Transportation Subsidy	\$ 14,107	\$ 14,107		
Utilities	\$ 7,524	\$ 7,524		
Phone	\$ 5,643	\$ 5,643		
Program Supplies	\$ 11,659	\$ 11,659		
Staff Occupancy and Rent	\$ 10,000	\$ 10,000		
Staff Mileage and Travel	\$ 5,000	\$ 5,000		
Phones (Staff)	\$ 1,000	\$ 1,000		
Startup Funding	\$ 3,000	\$ 3,000		
subtotal operating expenses	\$ 407,277	\$ 407,277		
Admin Expenses:				
Administrative expense (note costs are pooled and allocated to sites; not allocated to sites by admin overhead and accounting)	\$ 73,787	\$ 73,787		
subtotal admin expense	\$ 73,787	\$ 73,787		
Total Expense	\$ 786,343	\$ 658,780		

Exhibit C2 – Budget Details

Unity Care Group, Inc.
 Transitional Housing Placement Plus
 Scattered/Host Sites
 November 1, 2017 – June 30, 2018

	Single		Parent		Total Youths	Aftercare	Total All Funding
Youth Census	Per Youth	16	Per Youth	7	23		
Personnel Costs							
Salaries	\$ 608	\$ 79,928	\$ 608	\$ 34,257	\$ 114,185	\$ 24,373	\$ 138,558
Payroll Taxes	\$ 50	\$ 6,583	\$ 50	\$ 2,821	\$ 9,405	\$ 2,832	\$ 12,237
Employee Benefits	\$ 110	\$ 14,483	\$ 110	\$ 6,207	\$ 20,691	\$ 6,231	\$ 26,921
Subtotal Personnel Costs	\$ 768	\$ 100,995	\$ 768	\$ 43,286	\$ 144,281	\$ 33,436	\$ 177,716
Operating Expenses**							
Rental Subsidy	\$ 1,220	\$ 160,634	\$ 1,477	\$ 83,345	\$ 243,979		\$ 243,979
Food Subsidy	\$ 300	\$ 39,500	\$ 450	\$ 25,393	\$ 64,893		\$ 64,893
Emancipation Fund Deposit	\$ 50	\$ 6,583	\$ 100	\$ 5,643	\$ 12,226		\$ 12,226
Other Client Support	\$ 100	\$ 13,167	\$ 90	\$ 5,079	\$ 18,245	\$ 10,000	\$ 28,245
Transportation Subsidy	\$ 75	\$ 9,875	\$ 75	\$ 4,232	\$ 14,107		\$ 14,107
Utilities	\$ 40	\$ 5,267	\$ 40	\$ 2,257	\$ 7,524		\$ 7,524
Phone (Youth)	\$ 30	\$ 3,950	\$ 30	\$ 1,693	\$ 5,643		\$ 5,643
Program Supplies	\$ 57	\$ 7,505	\$ 55	\$ 3,104	\$ 10,609	\$ 1,050	\$ 11,659
Staff Occupancy and Rent	\$ 298	\$ 4,900	\$ 298	\$ 2,100	\$ 7,000	\$ 3,000	\$ 10,000
Staff Mileage and Travel	\$ 149	\$ 2,450	\$ 149	\$ 1,050	\$ 3,500	\$ 1,500	\$ 5,000
Phones (Staff)	\$ 34	\$ 560	\$ 34	\$ 240	\$ 800	\$ 200	\$ 1,000
Startup Funding	\$ 102	\$ 1,680	\$ 102	\$ 720	\$ 2,400	\$ 600	\$ 3,000
Subtotal Operating Expenses	\$ 2,455	\$ 256,071	\$ 2,900	\$ 134,856	\$ 390,927	\$ 16,350	\$ 407,277
Indirect Costs							
Administrative Overhead 13%	\$ 340	\$ 44,742	\$ 400	\$ 22,558	\$ 67,300	\$ 6,494	\$ 73,794
Subtotal Indirect Costs		\$ 44,742		\$ 22,558	\$ 67,300	\$ 6,494	\$ 73,794
Grand Total	\$ 3,562	\$ 401,807	\$ 4,067	\$ 200,700	\$ 602,500	\$ 56,280	\$ 658,780

Exhibit D - 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.

(End of Exhibit D)

Attachment G- County of San Mateo – Fingerprinting Certification Form

DATE: 9/7/2017

AGREEMENT WITH: Unity Care

FOR: Transitional Housing Placement Plus Program Services for Former Foster Youth

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.

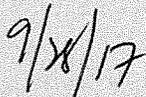
NAME: Deborah C Miller

TITLE: Director Compliance

SIGNATURE:



DATE:



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

DEFINITIONS

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

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.

- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI *is presumed* to be a breach, unless it can be demonstrated there is a low probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:
 - 1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
 - 2. Identity of the unauthorized person or to whom impermissible disclosure was made;
 - 3. Whether PHI was actually viewed or only the opportunity to do so existed;
 - 4. The extent to which the risk has been mitigated.
- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.

- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.

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

PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

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

OBLIGATIONS OF COUNTY

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

PERMISSIBLE REQUESTS BY COUNTY

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

DUTIES UPON TERMINATION OF AGREEMENT

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

Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

MISCELLANEOUS

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

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

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

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

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

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

Name of 504 Person:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

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

Signature:

Title of Authorized Official:

Date:

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

Attachment P

Personally Identifiable Information

Requirements for County Contractors, Subcontractors, Vendors and Agents

I. 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.

II. 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

III. 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.

IV. 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.

V. 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.

VI. 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.

VII. 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.

VIII. 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.

IX. 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.