

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

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and The 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 differential response in southern region of San Mateo County.

**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 Requirements
- Exhibit C—Payment Schedule
- Exhibit C1—Budget
- Exhibit D — Child Abuse Prevention and Reporting
- Exhibit E — Finger Printing Certification Form
- Attachment H—HIPAA Business Associate Requirements
- Attachment P – Personally Identifiable Information for County Contractors, Sub Contractors, Vendors and Agents

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

In consideration of the payments set forth in this Agreement, Exhibit C and Exhibit 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, in Exhibit A and Exhibit B, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit C and Exhibit 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 **FOUR HUNDRED FIFTY NINE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$459,750)**. In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

#### **4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from November 1, 2017 through October 31, 2018.

#### **5. Termination**

This Agreement may be terminated 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. Should Contractor terminate agreement, Contractor agrees to give County written notice to allow County six (6) months to find a new contractor.

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 |

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 County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may,

notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

#### **11. Compliance With Laws**

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

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

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

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

##### **a. General Non-discrimination**

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

##### **b. Equal Employment Opportunity**

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

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

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

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

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of 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 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 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 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 Agreement 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 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 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: Pravin Patel, Human Services Manager II  
Address: 1 Davis Drive, Belmont, CA  
Telephone: (650) 802-5675  
Email: [ppatel@smcgov.org](mailto:ppatel@smcgov.org)

In the case of Contractor, to:

Name/Title: Andre' Chapman, Founder and Chief Executive Officer  
Address: 1400 Parkmoor Avenue, Suite 115, San Jose, CA  
Telephone: (925) 570-5318  
Email: [andre@unitycare.org](mailto: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.

\_\_\_\_\_  
Contractor Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Contractor Name (please print)

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**COUNTY OF SAN MATEO**

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_  
Clerk of Said Board

In the case of County, to:

Name/Title: Pravin Patel, Human Services Manager II  
Address: 1 Davis Drive, Belmont, CA  
Telephone: (650) 802-5675  
Email: [ppatel@smcgov.org](mailto:ppatel@smcgov.org)

In the case of Contractor, to:

Name/Title: Andre' Chapman, Founder and Chief Executive Officer  
Address: 1400 Parkmoor Avenue, Suite 115, San Jose, CA  
Telephone: (925) 570-5318  
Email: [andre@unitycare.org](mailto: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.

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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.

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.  
Differential Response  
November 1, 2017 – October 31, 2018

In consideration of the payments set forth in Exhibits C and C1, Unity Care Group, Inc. (Contractor) shall provide the following services:

### **I. DESCRIPTION OF SERVICES**

Contractor will provide Differential Response (DR) case management services, in coordination with County and community based providers, to serve children and their families who have risk factors that may lead to court intervention. These services provide access to voluntary child-focused resources that are intended to be short term and intensive for up to six months per family. It is expected that a minimum of 225 unduplicated families receive services under this agreement and 150 families be engaged in services. “Engaged” is defined as a family who has completed a first visit and the first assessment.

#### **A. Coverage Area, Location, and Hours of Services:**

1. Contractor will provide services to families who reside in the southern regions of San Mateo County including, but not limited to, the following cities:
  - a. East Palo Alto
  - b. Menlo Park
  - c. Atherton
  - d. Redwood City
2. Services will be provided at hours that are convenient for families, including evening and weekends.
3. Contractor will engage families in their homes and in their communities at locations that are convenient for the families.
  - a. At least one face-to-face visit must be conducted in the family’s home and include all caregivers and all children.
4. Contractor will ensure that an after-hours on call system will be in place to serve families with an immediate need or crisis.

#### **B. Referrals:**

1. Contractor will receive referrals from San Mateo County Children and Family

Services (CFS) staff for families who are eligible for and would benefit from DR services and Contractor will provide DR service intervention.

- a. In the event that services are not immediately initiated, Contractor will notify the CFS Contract Manager. Contractor will manage resources and time efficiently to not have families waitlisted once they are referred for DR services especially those who are in crisis and require immediate intervention.

C. Service Intervention Identification and Path Descriptions:

1. Contractor shall identify the safest, most appropriate, least restrictive and least intrusive evidence-based service intervention to prevent future abuse and/or neglect issues from developing in families. All DR interventions must address the family's immediate crisis in an effort to prevent escalation that crisis that would require court intervention.
2. Service intervention must be on one of the following DR Paths:
  - a. Path 1 – Contractor Response:
    - i. *Description and Criteria:* Path 1 services are offered when a report of child maltreatment does not meet the statutory definitions of abuse or neglect, but the family presents an immediate crisis or on-going issues that would benefit from supportive, community-based services. Participation in Path 1 services is voluntary and families can either participate or refuse services. Criteria includes any family who resides in San Mateo County with a child(ren) ages 0-18 where it has been determined by CFS that they do not meet in-person investigation criteria, but may benefit from community-based supportive services and has no current involvement with the child welfare system.
  - b. Path 2 – CFS and Contractor Response:
    - i. *Description and Criteria:* Path 2 services are offered when a report of child maltreatment meets statutory definitions of abuse and neglect and an in-person assessment is completed by a CFS Emergency Response (ER) social worker. Criteria includes any family who resides in the southern region of San Mateo County with a child(ren) ages 0-18 who do not have an open child welfare court case. Participation in Path 2 services is voluntary and families can

either participate or refuse services.

- c. Path 3 – CFS High-Risk Response (Provided by County, Not by Contractor):
  - i. *Description and Criteria:* Participation in Path 3 services is not voluntary. The family is court-ordered to complete services and CFS social workers serve these families. The Contractor does not provide Path 3 DR services under this Agreement. If a CFS social worker opens a case for a DR family at any time during the family's involvement in Path 1 or 2, DR services are terminated once there are court-ordered services.
- d. Path 4 – Access to Community Support Services for Reunified Families:
  - i. *Description and Criteria:* Path 4 is offered to families who have successfully reunified after CFS and court involvement. These families will be assessed and provided with community services to maintain stability and prevent re-entry into the child welfare system. Criteria includes any family with a child(ren) ages 0-18 whose child welfare court case is due to be dismissed within approximately 30 days and the family resides in the southern region of San Mateo County. Path 4 services are provided through this Agreement.

**D. Case Management:**

- 1. Contractor will provide direct case management services to families referred for DR intervention.
- 2. Each family will be assigned a case manager who will:
  - a. Enroll the referred family by obtaining consent for voluntary services.
  - b. Assure the family is contacted within three business days of the initial referral from CFS to Contractor (i.e., phone calls, unannounced home visits, letter correspondence).
- 3. In collaboration with the family, the assigned case manager will identify areas of stress or needs and decide on measurable interventions that will ensure reduction of risk factors for those families and achieve the overall desired DR program outcomes as specified in Exhibit B.
- 4. Within 30 days of receiving the referral, the assigned case manager must complete the following:
  - a. Bio-psycho-social assessment of the family unit utilizing an evidence

- based assessment tool approved by the County.
- b. Ages and Stages Questionnaire (ASQ 3) for children up to 60 months of age.
  - c. Ages and Stages Questionnaire Social and Emotional (ASQ-SE) for children up to 60 months of age.
  - d. An evidence based social and emotional assessment tool approved by the County for children over 60 months.
5. Case management staff must maintain a flexible schedule with flexible hours that meet the needs of the family, including evenings and weekends as needed.
  6. Case managers will measure family functioning pre- and post- DR services utilizing an evidence based tool approved by the County that measures:
    - a. Family strengths
    - b. Family needs related to child safety and well-being
    - c. Referral back process to CFS if there are safety issues
    - d. Mental health
    - e. Substance abuse
    - f. Domestic violence
    - g. Appropriate levels of food and shelter
    - h. Housing stability
  7. Based on the family function assessment, case manager will refer the family to community-based organizations as appropriate, include the Core Service Agencies for safety net services.
  8. Contractor's case manager will develop a family plan utilizing an evidence-informed/best practices model which includes the following principles:
    - a. The family plan will be developed with the full involvement of the family.
    - b. The family's language, cultural, religious and the ethnic values of will be considered when developing the family plan and making referrals for services.
    - c. Goal setting with the family must address and resolve the reason(s) the family came to the attention of the child welfare system.
    - d. Customization of plans for each family must include protective factors observed during home visits to mitigate the safety risks for which the initial referral was made.

- e. The family plan must include identification of services needed and the service providers for that service as well as strategies to ensure that the family engages with service providers.
- f. The family plan must include a minimum of two monthly face-to-face contacts to ensure progress towards goals; one face to face contact must be in the home whenever possible.
- g. The family plan must include periodic reassessment using the tools stated above.
- h. Case manager will assure in the family plan that the child(ren) and family will have access to a network of services and supports based on identified areas of need or concern which may include but are not limited to:
  - i. Substance abuse and domestic violence interventions
  - ii. High-quality child care and preschool
  - iii. Enrollment in health insurance and access to health care
  - iv. Financial assistance/Budgeting
  - v. Mental health services
  - vi. Housing referrals
  - vii. Immigration assistance
  - viii. Parenting education
  - ix. Household management
  - x. Education system help
  - xi. Medical/Dental health services
  - xii. Family therapy
  - xiii. Transportation needs
- 9. Case managers will assess each family to determine if the family would benefit from a parent partner (see description below) to help them understand the services available to them, increase engagement level and provide basic case management services.
- 10. Based on the family's responses to the evidence based assessments, case managers must determine the necessary service intervention(s) for the family and connect the family to existing community services.

**E. Parent Partner:**

- 1. Based on the case manager's assessment and identified need, a parent

partner will be assigned to each family.

2. The parent partner will conduct unannounced home visits to assess the family's needs and increase engagement.
3. Parent partners will serve as a complementary support and mentor to the caregiver/family, helping to engage the caregiver/family in services, support the caregiver/family's voice, and provide assistance to basic case management services.

**F. Parent Education:**

1. Case managers will connect families who assessed as needing parent education, to community-based organizations that provide evidence based parent education/parent coaching groups.
2. If community resources are not available, the Contractor will provide parent education/parent coaching groups or one-on-one services utilizing an evidence based curricula.
3. Contractor will ensure a parent coach conducts regular in-home visits (no less than twice per month) with families who are in need of parent education – this is to be done complimentary to the parent education/coaching groups.

**G. Service Period:**

1. Families may receive services for up to six (6) months with the option to extend up to three (3) months for a total of nine (9) months of service if deemed necessary to complete the Family Plan goals.
2. Extension requests to extend services beyond six months must be submitted to CFS for approval in the fifth month of service, or one month prior to the end of services.

**II. COORDINATION AND COLLABORATION WITH COUNTY AND PROVIDERS**

- A. Contractor will be expected to attend standing biweekly meetings (two times per month) with the CFS Contract Manager and DR services team to coordinate transition of services for families that are participating in DR programs prior to the service implementation date of November 1, 2017 to ensure a smooth transition of services for those families. CFS may choose to shift to a monthly meeting once the minimum expectations for the transition has been met.
- B. Authorized CFS personnel will conduct an annual onsite review of services and contract compliance. Prior to and during the onsite 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,.

### **III. CULTURAL SENSITIVITY EXPECTATIONS AND REQUIREMENTS**

- A. Contractor will participate in and provide customers/families with access to a network of culturally sensitive services. “Cultural sensitivity” is defined as services and staff that are responsive to the religious, regional, ethnic, social, linguistic, gender and sexual orientation needs of the family and child.
- B. Contractor will maintain a sufficient level of culturally sensitive staff to effectively carry out program activities. Staffing must reflect the culturally diverse religious, regional, ethnic, social, linguistic, gender and sexual orientation characteristics of the clients served.
- C. Contractor must be deeply embedded within the San Mateo County community it serves. “Deeply embedded” is defined as having the knowledge of the community being served and the ability to quickly link the target population to, both informal and formal, support networks that are culturally sensitive to the family’s own community.
- D. Contractor must maintain a high proficiency level of cultural competency to serve all populations and serve as a cultural sensitivity expert for working with all cultures reflective of the diverse populations in San Mateo County. This includes the unique needs of immigrant families, youthful parents, parents struggling with mental health, developmental delays, substance abuse issues, battling domestic violence and those parents who have children 0 to 18 years of age with behavioral, medical, developmental, or mental health concerns. Language abilities must include, but are not limited to, English, Spanish, Vietnamese, and American Sign Language. If Contractor is unable to provide translation services, it will arrange translation services through County’s Contract Manager.
- E. To improve the care and services to Lesbian, Gay, Bisexual, Transgender, Questioning and Intersex (LGBTQI) children, youth and families served through this agreement, Contractor will ensure service delivery in a manner that promotes the healthy development of Sexual Orientation, Gender Identity and Expression (SOGIE).

### **IV. STAFFING REQUIREMENTS**

- A. Contractor’s staff must have the ability to engage with families, accurately assess family needs, develop a family case/treatment plan, secure resources and services to help the family achieve the goals of the plan, and have an

understanding of the developmental needs of children. Staff must demonstrate knowledge of the cultural, religious, regional, ethnic, social, linguistic, gender and sexual orientation needs of the community being served, have a strong knowledge of community resources and demonstrated success in, or strong ability to, engage with families.

- B. Contractor's staff will receive close, high quality supervision utilizing reflective practice principles. Contractor's managers/supervisors will meet with staff on a weekly basis to review cases and provide case consultation.
- C. The majority (more than 50%) of Contractor's staff must be bilingual/bicultural and fluent in English and Spanish and culturally sensitive to the Pacific Islander populations.
- D. Fingerprinting and License Verification Requirements:
  - 1. 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.
  - 2. 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.
  - 3. 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.
  - 4. Contractor will be responsible for ensuring that all professional licenses are current, valid, and in good standing.
  - 5. 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.
  - 6. Contractor will submit, upon execution of this Agreement, a copy of the organization's fingerprinting policies and procedures.
- E. Qualifications of Contractor's DR staff:



1. *Parent Partner or equivalent:* Parent Partners must have completed course work equivalent to an Associate's Degree or have at least two (2) years of experience providing direct services to clients. Parents who have successfully navigated through the child welfare system are preferred.
2. *Case Manager:* Staff providing case management services must have a Bachelor's Degree in Social Work or other related field and a minimum of two (2) years of work experience in providing direct services to clients. If staff does not possess a Bachelor's Degree in Social Work or other related field, for a minimum of six (6) years of case management experience and/or experience providing direct services to this population may be substituted.
3. *Parent Education/Parent Coaching:* Staff providing parent education/parent coaching services must have a Bachelor's Degree in Social Work or other related field and a minimum of two (2) years of work experience in providing direct services to clients. If staff does not possess a Bachelor's Degree in Social Work or other related field, a minimum of six (6) years of related experience and/or direct services provided to this population may be substituted.
4. *Program Manager/Supervisor:* The Program Manager/Supervisor must have a Master's Degree in Social Work or equivalent in a related field, and have a minimum of three (3) years of work experience in providing direct services to clients. Additional clinical training and possession of a professional license (e.g. LCSW or LMFT) is highly desirable. The Master's Degree requirement may be substituted by two years of additional experience when oversight is provided by a Director with a Master's Degree in Social Work or related field.

## **V. STAFF TRAINING REQUIREMENTS**

- A. Contractor's staff will be trained in the universal practice, principles and philosophy that guide services for children and family in San Mateo County. This training will ensure that staff has an understanding of the practice behaviors they are expected to demonstrate when working with children and families.
- B. Contractor's staff will be required to participate in ongoing joint trainings and workforce development about topics which may include, but are not limited to: Safety Organized Practice, Child Family Practice Model, domestic violence, substance abuse, mandated reporter requirements, utilization of CFS approved assessment tools, and other system wide trainings as deemed appropriate.

- C. Contractor's staff will also participate in trainings as identified by CFS.
- D. Contractor's will actively participate with other collaborative members for the purpose of reviewing current research and best practices, developing common tools and identifying strategies appropriate for the target population.
- E. Any training expenses claimed by Contractor must be approved in advance, in writing, by the CFS Contract Manager.
- F. Contractor's staff will be required to complete the following number of training hours:
  - 1. New hires and staff with only two (2) years or less experience in the DR program will complete a minimum of 40 hours of training per fiscal year.
  - 2. Staff with more than two (2) years of experience in the DR program, will complete a minimum of 20 hours of training per fiscal year.

(End of Exhibit A)

## **Exhibit B – Outcomes and Reporting Requirements**

Unity Care Group, Inc.  
Differential Response  
November 1, 2017 – October 31, 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 October 31, 2018. Performance measures and outcomes may be modified based on a written agreement between County and Contractor.

<b>Community Impact</b> <i>(Who benefitted as a result, and how?)</i>	<b>FY 2017-18*</b> Target	<b>FY 2018-19**</b> Target
Based on CWS/CMS disposition data, the percent of families receiving DR services under this Agreement that will have no substantiated re-referral of abuse or neglect within twelve months of intervention.	<b>95%</b>	<b>96%</b>
<b>Qualitative Measure</b> <i>(How well was it done?)</i>	<b>FY 2017-18*</b> Target	<b>FY 2018-19**</b> Target
Based on a joint provider-family assessment, the percent of engaged families who have completed a pre- and post- family assessment. This assessment must demonstrate improvement in overall family functioning as shown by completed attainment of service plan goals.	<b>78%</b>	<b>80%</b>
<b>Quantitative Measures</b> <i>(How much was done?)</i>	<b>FY 2017-18*</b> Target	<b>FY 2018-19**</b> Target
Number of families who will be engaged in differential response services under this agreement. <i>("Engaged" is defined as a family who has signed a consent form and two face-to-face contacts are completed within 30 days of the signed consent. This does not include families provided with information and referral only.)</i>	<b>100</b>	<b>55</b>
Of those families referred out by CFS for differential response services under this agreement, the percent who will receive DR services. <i>(This measure includes both those families who are engaged in services and those who received only information/referral.)</i>	<b>80%</b> <b>(150)</b>	<b>85%</b> <b>(79)</b>
Average number of hours each engaged family will receive in case management services per month.	<b>7</b>	<b>7</b>

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

\*\*Four month period from July 1, 2018 – October 31, 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.

1. Contractor must work in conjunction with CFS to create a client list. CFS will track referrals to Contractors while Contractor will track families served and additional data, as specified in this Exhibit.
  2. CFS will be responsible for data entry into the Child Welfare Services Case Management System (CWS/CMS).
- 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 (PPatel@smcgov.org) with a copy to the Administrative Secretary (DLCheng@smcgov.org).
1. Monthly reports must accompany invoice.
- D. **Monthly reports** must be submitted by the 15<sup>th</sup> 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 list
  2. Name of children served and ages
  3. Name of caregiver served
  4. Date of birth of youth served
  5. Start date when family began receiving services
  6. End date when family completed services
  7. Zip code of family served
  8. Race/ethnicity of caregiver served
  9. Services provided to family, by type
  10. Families by Path (i.e., Path 1, 2, etcetera...)
  11. Referral(s) provided to family and outcome of referral(s)
  12. If not engaged in services, efforts made to engage and reason for non-engagement.
- E. **Quarterly and year-end reports** must be submitted following the 15<sup>th</sup> day of each quarter/year-end and will include a report-out on all qualitative, quantitative, and community impact outcome measures and aggregate counts on the:
1. Number of children served and ages
  2. Number of caregivers served
  3. Average length of time enrolled in services

4. Zip codes of families served
5. Races/ethnicities of caregivers served
6. Services provided to families, by type
7. Families by Path (i.e., Path 1, 2, etcetera...)
8. Referrals provided to families, by type, and outcome
9. Number of non-engaged

(End of Exhibit B)

### **Exhibit C – Payment Schedule**

Unity Care Group, Inc.  
Differential Response  
November 1, 2017 – October 31, 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 monthly 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 shall be sent to the Children and Family Services Contract Manager (PPatel@smcgov.org) with a copy to the Administrative Secretary (DLCheng@smcgov.org).
- C. Due to the fiscal year-end closure, the invoice for services under this Agreement for services rendered from June 1, 2018 to June 30, 2018 shall be sent to County by July 3, 2018.
- D. 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.

- E. In no event shall all services, taxes, and fees exceed the total amount of the contract obligation of **FOUR HUNDRED AND FIFTY NINE THOUSAND SEVEN HUNDRED FIFTY DOLLARS (\$459,750)**.

(End of Exhibit C)

### Exhibit C1 – Budget

Unity Care Group, Inc.  
Differential Response  
November 1, 2017 – October 31, 2018

			STAFFING DETAILS	
Expense			General units - units funded partially or wholly via the funding requested under this contract	
			STAFFING DETAILS	
HSA Direct Personnel Expense (Reference Staffing Tab for more specifics)	Full Cost	Cost to this Contract	% Attributed this Contract	cost for these FTE
Chief Operating Officer	On Request	\$2,000	<5% FTE	\$2,000
Director of Behavioral Health Services	On Request	\$5,000	<10% FTE	\$5,000
Assistant Director/Program Manager	On Request	\$16,500	<25% FTE	\$16,500
Program Manager	\$65,000	\$65,000	100%	\$65,000
Care Coordinator/Case Manager TBH	\$47,895	\$47,895	100%	\$47,895
Care Coordinator/Case Manager TBH	\$43,904	\$43,904	100%	\$43,904
Care Coordinator/Case Manager TBH	\$35,921	\$35,921	100%	\$35,921
Parent Partner TBH	\$40,948	\$40,948	100%	\$40,948
Admin Support TBH	\$24,179	\$24,179	100%	\$24,179
Benefits (Direct Labor)	\$75,964	\$75,964	--	\$75,964
<b>Subtotal personnel</b>	<b>\$357,311</b>	<b>\$357,311</b>		<b>\$357,311</b>
<b>Operating Expenses</b>				
HSA: Communication Expense	\$4,710	\$4,710		
HSA: Equipment: Laptops + Office Setup	\$6,700	\$6,700		
HSA: Office Supplies	\$450	\$450		
HSA: Rent	\$15,000	\$15,000		
HSA: Travel	\$9,975	\$9,975		
HSA: Training & Conferences	\$1,995	\$1,995		
HSA: Flex Funds for Clients	\$10,708	\$10,708		
<b>Subtotal operating expenses</b>	<b>\$49,538</b>	<b>\$49,538</b>		
<b>Admin Expense</b>				
Administrative expense ( <i>note costs are pooled and allocated to sites; not allocated to sites by admin overhead and accounting</i> )	\$52,901	\$52,901		
<b>subtotal admin expense</b>	<b>\$52,901</b>	<b>\$52,901</b>		
<b>Total Expenses</b>	<b>\$459,750</b>	<b>\$459,750</b>		

(End of Exhibit C1)

#### **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)



**Exhibit E – County of San Mateo – Fingerprinting Certification Form**

**DATE:** 9/20/2017

**AGREEMENT WITH:** The Unity Care Group, Inc.

**FOR:** Provide differential response services to families who live in the southern region of San Mateo County.

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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 L Miller  
**TITLE:** Director, Compliance  
**SIGNATURE:** Deborah L Miller

**DATE:** 09/29/2017

(End of Exhibit E)

## Attachment H

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

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#### I. 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.

## II. **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 agreement as or required by law.

### **III. 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.

### **IV. OBLIGATIONS OF COUNTY**

- I. 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.
- II. 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.
- III. 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.

### **IV. 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.

### **V. 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.

## **I. 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.

**(End of Attachment H)**

**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:
- T. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
- U. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
- V. 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.
- W. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- X. 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.

- Y. 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.
- Z. 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.
- AA. 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.
- BB. 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.
- CC. 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.
- DD. 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.
- EE. 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.
- FF. 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.
- GG. 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.

- HH. 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.
- II. 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.
- JJ. 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.
- KK. 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.
- LL. 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.
- MM. 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.
- NN. Contractor shall ensure that any PII that must be disposed of will be through confidential means, such as cross cut shredding or pulverizing.
- OO. 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.
- PP. 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.
- QQ. 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.

(End of Attachment P)