

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

THIS AGREEMENT, entered into this _____ day of _____, 20_____,
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and UNITY
CARE GROUP, INC, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose
of administering an Independent Living Skills Program (ILP) to foster youth.

**NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO
AS FOLLOWS:**

1. Exhibits and Attachments

The following exhibits and attachments are included hereto and incorporated by reference
herein:

Exhibit A: Scope of Work

Exhibit B: Payments

Exhibit B1- Budget- County of San Mateo – Independent Living Skills Program

Exhibit C: Program Monitoring

Exhibit D: Child Abuse Reporting Requirements

Exhibit E: Fingerprinting Certification Form

Attachment I: §504 Compliance

Attachment J: Contractor's Declaration Form

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A," County shall make payment to Contractor based on the rates and in the manner specified in Exhibit "B." The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County's total fiscal obligation under this Agreement exceed THREE HUNDRED THIRTY FIVE THOUSAND DOLLARS, (\$335,000)

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2013 through June 30, 2015.

This Agreement may be terminated by Contractor, the Human Services Agency Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party.

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. Upon termination, the Contractor may make and retain a copy of such materials. 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 portion of the full payment which is determined by comparing the work/services completed to the work/services required by the Agreement.

5. Availability of Funds

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

6. 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 the County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

7. Hold Harmless

Contractor shall indemnify and save harmless County, its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description, brought for, or on account of: (A) injuries to or death of any person, including Contractor, or (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 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, its officers, agents, employees, or servants, resulting from the performance of any work required of Contractor or payments made pursuant to this Agreement, provided that this 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 herein, shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

8. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion thereof 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 the County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

9. Insurance

The Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this paragraph has been obtained and such insurance has been approved by Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. The Contractor shall furnish the County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending the Contractor's coverage to include the contractual liability assumed by the 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 the County of any pending change in the limits of liability or of any cancellation or modification of the policy.

- (1) **Worker's Compensation and Employer's Liability Insurance** The Contractor shall have in effect during the entire life of this Agreement Workers' Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the Contractor certifies, as required by Section 1861 of the California Labor Code, that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of

the work of this Agreement.

- (2) **Liability Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 contractors operations under this Agreement, whether such operations be by himself/herself or by any sub-contractor or by anyone directly or indirectly employed by either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall be not less than the amount specified below.

Such insurance shall include:

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

County and its officers, agents, employees and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that the insurance afforded thereby to the County, its officers, agents, employees and servants shall be primary insurance to the full limits of liability of the policy, and that if the County or its officers and employees 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, the County of San Mateo 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 pursuant to this Agreement.

10. Compliance with laws; payment of Permits/Licenses

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, including, but not limited to, Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended, and the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended and attached hereto and incorporated by reference herein as Attachment "I," which prohibits discrimination on the basis of handicap 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. Further, Contractor certifies that the Contractor 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.

In the event of a conflict between the terms of this agreement and State, Federal, County, or municipal law or regulations, the requirements of the applicable law will take precedence over the requirements set forth in this Agreement.

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

11. Non-Discrimination and Other Requirements

- A. *Section 504 applies only to Contractor who are providing services to members of the public.* Contractor shall comply with § 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual 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 this Agreement.
- B. *General non-discrimination.* No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.
- C. *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 of San Mateo upon request.
- D. *Violation of Non-discrimination provisions.* Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to
 - i) termination of this Agreement;
 - ii) disqualification of the Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
 - iii) liquidated damages of \$2,500 per violation;
 - 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 examine Contractor's employment records with respect to compliance with this paragraph and/or to set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations 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 the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

- E. *Compliance with Equal Benefits Ordinance.* With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
- F. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

12. Compliance with Contractor Employee Jury Service Ordinance

Contractor shall comply with the County Ordinance with respect to provision of jury duty pay to employees and have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service in San Mateo County. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service.

13. Retention of Records, Right to Monitor and Audit

(a) CONTRACTOR shall maintain all required records for three (3) years after the COUNTY makes final payment and all other pending matters are closed, and shall be subject to the examination and/or audit of the County, a Federal grantor agency, and the State of California.

(b) Reporting and Record Keeping: CONTRACTOR shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State and local agencies, and as required by the COUNTY.

(c) CONTRACTOR agrees to provide to COUNTY, to any Federal or State department having monitoring or review authority, to COUNTY's authorized representatives, and/or their appropriate audit agencies upon reasonable notice, 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, and this Agreement, and to evaluate the quality, appropriateness and timeliness of services performed.

14. Merger Clause

This Agreement, including the Exhibits attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto 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 this body of the 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 this 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 shall be in writing and signed by the parties.

15. Controlling Law and Venue

The validity of this Agreement and of its terms or provisions, as well as the rights and duties of the parties hereunder, the interpretation, and performance of this Agreement shall be governed by the laws of the State of California. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or the United States District Court for the Northern District of California.

16. Notices

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

In the case of County, to:

Loc Nguyen, DrPH, MSW, Director, Children and Family Services
County of San Mateo, Human Services Agency
400 Harbor Blvd., Bldg. B
Belmont, CA 94002
650.802-3390
650.802-6401 - Fax

In the case of Contractor, to:

Andre Chapman, M.A., President and CEO
Unity Care Group
P. O. Box 730276
San Jose, CA 95173
408.510.3480
408.510.3666 - Fax

In the event that the facsimile transmission is not possible, notice shall be given both by United States mail and an overnight courier as outlined above.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands.

COUNTY OF SAN MATEO

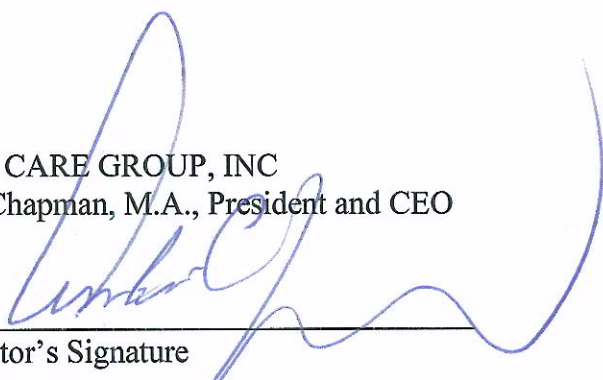
By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

UNITY CARE GROUP, INC
Andre Chapman, M.A., President and CEO



Contractor's Signature

Date: 1-8-13

**SCOPE OF WORK
Unity Care Group, Inc.
January 1, 2013 through June 30, 2015**

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

The Independent Living Program provides training, services, and programs to facilitate the transition of foster care youth, ages 14 to 19, from the system of care to independent living, enabling the youth to achieve self-sufficiency prior to and after leaving the foster care system. California Department of Social Services, Manual of Policies and Procedures, Division 31 regulations outline the requirements for foster and probation youth in out of home care to receive Independent Living Skills (ILP) Program services from 16 years of age until their 21st birthday. CONTRACTOR shall perform services in accordance with the ILP Program roles and responsibilities delineated in these regulations.

CONTRACTOR shall provide Life Skills Workshops, Individualized Case Management, Core Services and Supportive Activities in order to provide necessary services to the ILP eligible in-care foster/probation youth of San Mateo County. In doing so, CONTRACTOR shall collaborate with county level Social Workers, Probation Officers and ILP Coordinator in order to educate them about the program and to facilitate youth access to services. CONTRACTOR shall utilize community resources for information and referral purposes in order to connect youth with needed resources.

1. Client Referrals

- 1.1 Placement Social Workers and Probation Officers will identify youth who qualify for ILP services and generate a referral to COUNTY ILP Coordinator.
- 1.2 COUNTY ILP Coordinator will contact youth, provide information on ILP Program to include outline, dates of Life Skills Workshops and Unity Care contact information, and enroll youth in services.
- 1.3 COUNTY ILP Coordinator will fax or email copy of referral to Unity Care staff upon program enrollment.

2. Program Components

2.1. Life Skills Workshops:

The Life Skills staff shall facilitate group workshops. Workshop facilitation may include bringing in guest speakers, taking fieldtrips and/or hosting workshop panels to communicate needed information to the youth. Life Skills services shall be coordinated with internal/external agencies/entities/individuals in order to best meet the needs of the youth, and to ensure continued engagement in a group setting. Typical workshop curriculum topics shall include various “core services” and “supportive activities”.

2.2. Individualized Case Management:

CONTRACTOR shall provide individualized case management services to pregnant and parenting youth and AB12 non-minor dependents of San Mateo

County in order to meet their ILP needs accordingly. Life Skills staff shall assist these youth in various life domains in order to support the youth and young adults to move towards independence and increased self-determination, including offering encouragement, support, holding individuals accountable, setting limits, helping with decision-making skills, advocacy, education/skill-building, as well as providing information and referral services.

CONTRACTOR shall conduct individual assessments with each youth in order to help determine the appropriate services suitable, based on their areas of interest, skill levels, aptitudes, abilities, and supportive service needs. CONTRACTOR shall remain in regular contact with the program participants to assist in needed areas, and its staff shall integrate life skills training into their everyday interactions with youth, such as: decision-making, self-discipline, initiative, how to cope with frustration, and developing self-esteem.

3. Core Services to be Provided

- 3.1. Career Development: CONTRACTOR shall assist with career assessment exercises and aiding individuals in identifying progressive steps to work towards one's career (which may include research, volunteer experience, and education).
- 3.2. Education: These individuals may need information and education about the financial benefits to finishing a High School Diploma/GED/CHSPE, for example, in order to promote more economic sustainability for their future. Preparation for post-secondary and/or vocational educational opportunities will be offered in various ways such as: individualized educational guidance, information & referral, and visiting post-secondary/vocational institutions to provide exposure to such educational opportunities to the youth.
- 3.3. Employment: CONTRACTOR shall assist individuals with the creation of resumes, conducting a job search, completion of job applications, learning the importance of first impressions, as well as education and information regarding the job interview process (to include how to handle difficult questions about gaps in work history, criminal record history, terminations from previous places of employment, and fielding illegal questions), and telephone skills. In order to encourage self-sufficiency, efforts will be made to inform and educate individuals on employee rights as well as job retention strategies, to promote more economic sustainability. Employment and/or vocational training will emphasize high wage jobs to maximize the young adults' chances of financial self-sufficiency. CONTRACTOR shall collaborate with the local Workforce Investment Act Provider in order to supplement these services.
- 3.4. Financial Resources: CONTRACTOR shall inform and educate youth regarding the many financial resources available to foster youth. This may include transitional housing programs, discounts on California ID card fee, navigating Medi-Cal access, and helped filling out financial aid forms (FAFSA),

accessing other financial resources (such as Chafee Grant, EOPS, BOG waivers, YES scholarships, grants, WIA funds).

In addition, CONTRACTOR shall assist program participants in information and referral in order to understand and navigate available public benefit resources that might be available to them for which they have not yet applied (such as: Veteran's Benefits, Cal Works, Medi-Cal, SSI, SSDI, SDI, Section 8).

- 3.5. Health/Mental Health: CONTRACTOR shall assist program participants in understanding and accessing medical resources, learning the importance of addressing medical needs before they grow into bigger needs/emergencies, provide information on how to access education regarding medical symptoms, diagnoses, how to set up doctor's appointments, how to manage one's medication regime, the importance of personal hygiene, smoking cessation, the home treatment of minor medical issues (cold/flu), and how to access medical services.

CONTRACTOR shall incorporate the concept of one's mental health being very connected to one's physical health and vice versa. Staff will guide and assist program participants in accessing needed behavioral health services within the community (to include referrals to MHSA programs). Education regarding typical warning signs (suicidality and depression) will be offered as well as knowing when you need help and where to go for such assistance. For those with co-occurring disorders, the Wellness Recovery Action Plan (WRAP) tool will be introduced so that the individual can begin to take ownership of his/her symptoms and work toward the management of those symptoms.

- 3.6. Housing Information: This may include referrals to THP+ programs or other housing programs in the local area, but also education about: searching for housing, landlord/tenants rights, what to look for in a housing situation, housing application completion and how to respond to sensitive questions, how to conduct an effective housing search in the community, costs associated with moving, landlord/tenants rights, understanding lease agreements, move in/out procedures, cleaning and security deposits, evictions and how to be a good tenant in order to promote further self-sufficiency.
- 3.7. Interpersonal/Social Skills: This topic will be covered in passive and active ways and may include: communication styles and how we all differ, how to handle one's anger, conflict resolution, and problem solving. Youth may learn the differences between being assertive and being aggressive. Staff will serve as examples and mentors. Fieldtrips and other interactions with the public can serve to be great teaching material on how to act appropriately in public and social settings, and the importance of first impressions.
- 3.8. Life Skills/Daily Living: These such skills may include: accessing and storing important documents, the basics of good nutrition and why it is important, meal planning, meal preparation, food storage, following a recipe, kitchen math,

kitchen safety, leadership skills, self-esteem, goal setting, stress management, personal hygiene, responsible sexuality, managing healthy relationships (including domestic violence issues), identifying values, setting goals, addictions, parenting skills and preparing to be a parent, computer skills, transportation, self-advocacy, Selective Service and Registering to Vote, and other legal issues.

- 3.9. Mentorship: CONTRACTOR shall advocate for eligible youth to be assigned a mentor, such as a CASA worker as appropriate.
- 3.10. Money Management: With a desired focus on economic stability, CONTRACTOR shall begin to prepare individuals with basic information and tools so that they can understand their current financial situation, increase their income over time, and consolidate debt/decrease debt. Individuals will be trained on how to choose a banking institution, open a bank account, balance a check book, and develop and manage a budget. Discussion about comparative buying versus impulse shopping will be introduced in order to promote more economic stability. Assistance with filing annual income tax forms will be provided.

Pros and cons of establishing and utilizing credit will be introduced. Program participants working on this goal will be expected to get a credit report spelling out their financial situation. This will allow the Life Skills Facilitator to begin to assist individuals with making plans for paying off/reducing debt and improving one's credit rating.

4. Supportive Activities to be Provided

- 4.1. Individualized Goal Setting: CONTRACTOR shall ensure that youth understand the goals outlined in their TILP. In addition, staff will assess these short-term and long-term goals and work to create a transition plan which identifies practical steps to accomplish in order to meet such goals. CONTRACTOR staff will help to guide the youth by offering realistic options and alternatives to help the youth progress towards their ultimate goals.
- 4.2. Ongoing Communication with Outside Entities: CONTRACTOR shall remain in communication with County case carrying workers and ILP Coordinator regarding the youth's ILP participation. With proper notification and planning ahead, the CONTRACTOR staff will attempt to attend emancipation conferences with and on behalf of the ILP youth.
- 4.3. Information and Training: CONTRACTOR shall provide presentations and information about ILP program services to County level staff to include case carrying workers through both Systems of Care and the Probation Department. In addition, CONTRACTOR will participate in educating foster families regarding ILP program services in order to raise their awareness and foster "buy in" on the foster parent's part.

- 4.4. Incentives: CONTRACTOR shall provide incentives to youth to encourage participation in ILP activities and to acknowledge specific successes in educational and employment settings. Incentives may be in the form of tangible items related to the skill that they are learning such as: hygiene supplies, school supplies, calculator for budgeting, organization system for important documents, kitchen supplies, resume paper, interview clothing, etc. The County shall be responsible for attendance incentives, which will be in the form of earning a specific dollar amount for each ILP session attended. These monies will not be paid out upon each session, but instead accumulated quarterly.
- 4.5. Culturally Sensitive and Appropriate Services: CONTRACTOR shall, where feasible, connect youth with resources/events/information that may resonate with that person's identity/interests/history/concerns (this may include language resources, LGBTIQ resources, religious services/resources, cultural transition services, gang programs/resources, ethnic oriented resources/clubs, and citizenship services). CONTRACTOR staff shall be trained in cultural differences and their impacts so that their interventions with program participants are appropriate and respondent to the individual's needs.
- 4.6. Information and Referral to Community Resources: CONTRACTOR shall provide information and referral to alternative/community resources for various services that may be outside of CONTRACTOR'S scope of practice or may be in other counties/states in order to further assist/support the individual. Such examples may include:
- Engagement with the California Youth Connection
 - Food Bank
 - Domestic Violence Service Agencies
 - Literacy Programs
 - Child Care Providers
 - Housing Authority
 - Employment Development Department
 - Workforce Investment Act Provider
 - Parks and Recreation Departments
 - "Celebrate Recovery" Programs
 - Support Groups (AA, NA, Alateen, Co-Dependency, etc.)
 - Independent Living Centers/Programs
 - Local Hospital Educational Classes/Courses/Resources
 - Drug and Alcohol Programs
 - Regional Occupational Program
 - Universities/Community Colleges
 - Adult Education Programs
 - Behavioral Health Service Providers
 - CalWORKS Program

5. Frequency/Scheduling of Services

- 5.1. CONTRACTOR Life Skills staff will meet with sophomore, junior and senior in-care youth and AB12 non-minor dependents individually on an as needed basis. Meetings with individuals will be set up in public settings such as libraries, schools, coffee shops or in the group home setting. Youth may meet with Life Skills staff as frequently as the youth feels is appropriate and based on the availability of the Life Skills staff. At minimum, LifeSkills staff will make phone contact with each youth monthly and facilitate face to face contact every 6 weeks. Life Skills staff will keep in contact with youth through e-mail, telephone, snail mail, and in person
- 5.2. Life Skills Workshops shall be conducted monthly for 3 hours for freshmen youth. Group workshops will be held monthly for 2.5 hours for Sophomore, Junior, and senior youths. CONTRACTOR shall schedule these meetings based on the geographic locations of the ILP eligible youth, during time frames that work best for most youth.

6. Program Evaluation and Reporting Methods

- 6.1. Cases notes: All program staff will document and track a youth's attendance, engagement, successes, and steps taken toward goal achievement in the form of case notes.
- 6.2. Pre/post tests: At the beginning and end of each ILP workshop, students will be given written surveys in which they will answer questions relating to their understanding of the subjects addressed during the workshop.
- 6.3. Retention of program participants: Comparisons will be made between the group of participants that have completed the program and those who have not. This comparison will help determine how successful the program has been in meeting its desired goals.
- 6.4. Collaboration amongst program staff: CONTRACTOR staff will work together to address progress, evaluate the effectiveness of activities, students' interest in materials presented and all other potential areas of growth.
- 6.5. Youth Evaluations: Mid year and at the end of each program year, the youth are encouraged to fill out evaluation forms regarding the program services provided. These evaluations will be taken into consideration in order to provide direct feedback to the adjustment and changes in program services.

7. Youth Assessments to be Used

- 7.1. Life Skills: CONTRACTOR shall utilize the Ansell Casey Life Skills Assessment (or equivalent) to provide a baseline tool to identify the self-reporting knowledge and skill sets of the ILP youth. This assessment shall be conducted annually to track progress, celebrate new learning and successes and update goals.

PAYMENTS
Unity Care Group, Inc.
January 1, 2013 through June 30, 2015

In full consideration of services rendered in accordance with the terms of this Agreement, the County shall pay the contractor in the following manner unless otherwise authorized by the Director of the Human Services Agency or her designee. County shall pay Contractor according to the following payment schedule listed below for services as described herein Exhibit A.

- I. Contractor will be reimbursed by County for its actual, reasonable, necessary, and allowable costs incurred up to the maximum compensation, for the performance of services specified in the Contract.
- II. Contractor will submit to County a cost reimbursement claim in a form approved by the County, by the 10th working day of each month for the month just preceding in which services were performed.
- III. If the cost reimbursement claim is in proper form and the items billed are payable under the Contract, County will upon receipt of cost reimbursement claim and approval of Contractor's invoices will make payment to Contractor within 30 working days.
- IV. County is not obligated to reimburse Contractor for any expenditure not reported to County with 60 calendar days after the end of the last month of the Contract term.
- V. The maximum amount County shall pay the Contractor shall not exceed **THREE HUNDRED THIRTY FIVE THOUSAND DOLLARS (\$335,000)** for the term of the Agreement.
- VI. Invoices shall be sent to: Gary Beasley, Human Services Agency, Program Manager, County of San Mateo, Human Services Agency, 2415 University Avenue, 3rd Floor, East Palo Alto, CA 94303.
- VII. County may withhold all or part of Contractor's total payment if the Director of the Human Services Agency or her designee reasonably determines that Contractor has not satisfactorily performed the services described in Exhibit A of this Agreement.
- VIII. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
- IX. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without the thirty (30) day waiting period, upon County's written notice with justification to Contractor.

Agency Name:

Unity Care Group

Exhibit B1

Project Name:

County of San Mateo - Independent Living Skills Program

Direct Costs				
Personnel Costs	Jan 2013 - June 2013	July 2013 - June 2014	July 2014 - June 2015	Total
Salaries	\$ 43,575	\$ 73,400	\$ 75,200	\$ 192,175
Payroll Taxes	\$ 3,900	\$ 6,600	\$ 6,700	\$ 17,200
Employee Benefits	\$ 7,000	\$ 11,800	\$ 12,100	\$ 30,900
				\$ -
				\$ -
Subtotal Personnel Costs	\$ 54,475	\$ 91,800	\$ 94,000	\$ 240,275
Operating Expenses				
Mileage	\$ 5,000	\$ 10,000	\$ 10,300	\$ 25,300
Incentives	\$ 2,000	\$ 4,000	\$ 4,100	\$ 10,100
Program Supplies	\$ 1,000	\$ 2,000	\$ 2,100	\$ 5,100
Office Supplies	\$ 800	\$ 2,600	\$ 2,600	\$ 6,000
Communication Expenses	\$ 825	\$ 1,500	\$ 1,500	\$ 3,825
Startup Costs	\$ 6,150	\$ -	\$ -	\$ 6,150
				\$ -
				\$ -
Subtotal Operating Expenses	\$ 15,775	\$ 20,100	\$ 20,600	\$ 56,475
Indirect Costs				
Administrative Overhead	\$ 9,750	\$ 14,050	\$ 14,450	\$ 38,250
Subtotal Indirect Costs	\$ 9,750	\$ 14,050	\$ 14,450	\$ 38,250
Grand Total	\$ 80,000	\$ 125,950	\$ 129,050	\$ 335,000

**PROGRAM MONITORING
Unity Care Group, Inc.
January 1, 2013 through June 30, 2015**

Program Monitoring

I. CONTRACTOR agrees to the following outcomes:

- Average of 25 enrolled youth per class per semester in Independent Living Program (ILP) classes.
- 60% of seniors will attend a university or a community college after completing ILP classes.
- 88% of youth will rate the classes favorably through evaluation form.

II. Youth input will be sought regarding the quality of staffing and content.

III. CONTRACTOR will work with Human Services Agency, Program Manager to develop an incentive program which will include distribution of funds and other non monetary incentives.

IV. CONTRACTOR will submit Progress and Attendance Reports to Human Services Agency Program Manager within 10 days after the end of each month.

V. CONTRACTOR will submit Mid-year and Year-end Reports to Human Services Agency, Program Manager to include number of youth served and specific activities and outcomes within 15 days after the end of six months and twelve months.

Reports due dates as follows:

*April 15, 2013, July 15, 2013 - FY 2012-13 (6 months contract)

*Special reporting due to late start of the contract.

February 15, 2014, July 15, 2014 – FY 2013-14

February 15, 2015 and July 15, 2015 – FY 2014-15

Reports must be submitted to:

Gary Beasley, Human Services Agency, Program Manager
County of San Mateo, Human Services Agency
2415 University Avenue, 3rd floor
East Palo Alto, CA 94303

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.

FINGERPRINTING CERTIFICATION FORM

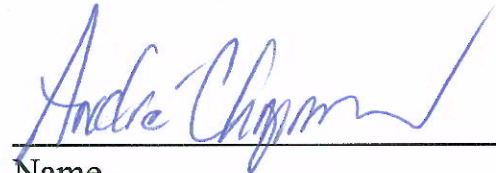
Agreement with

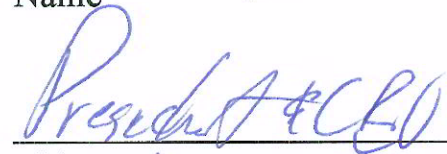
Unity Care Group, Inc

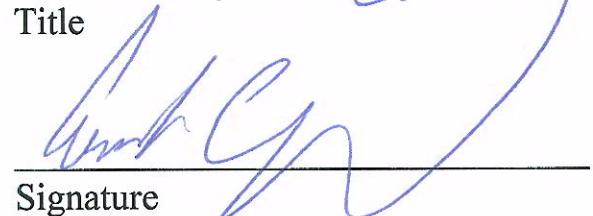
For


Independent Living Skills Program for Foster Youth

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


Name


Title


Signature


Date

ATTACHMENT I

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

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

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

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

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

Andree Chapman
Name of 504 Person - Type or Print

Unity Care Group, Inc.
Name of Contractor(s) - Type or Print

1400 Parkmoor Avenue, Suite 115
Street Address or P.O. Box

San Jose, CA 95126
City, State, Zip Code

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

[Signature]
Signature

President & CEO
Title of Authorized Official

1-8-13
Date

*Exception: DHHS regulations state that:

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

**County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	Unity Care Group, Inc	Phone:	408.510.3480
Contact Person:	Andre Chapman, M.A., President & CEO	Fax:	408.510.3666
Address:	1400 Parkmoor Avenue, Suite 115 San Jose, CA 95126		Number of employees:

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- ☒ Contractor complies with the County's Equal Benefits Ordinance by:
- ☒ offering equal benefits to employees with spouses and employees with domestic partners.
 - ☐ offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- ☐ Contractor does not comply with the County's Equal Benefits Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - ☐ Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- ☐ Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- ☒ No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- ☒ Contractor complies with the County's Employee Jury Service Ordinance.
- ☐ Contractor does not comply with the County's Employee Jury Service Ordinance.
- ☐ Contractor is exempt from this requirement because:
- ☐ the contract is for \$100,000 or less.
 - ☐ Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.
 - ☐ Contractor has no employees.
 - ☐ Contractor has no employees who live in San Mateo County.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature

1-8-13

Date

Name

Andre Chapman

Title