

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND STARVISTA

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 **STARVISTA**, 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 performing the professional services for the Human Services Agency, Children and Family Services Division, hereinafter described, provision of Transitional Housing Plus Program (THP-Plus) to post emancipated foster youth.

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

1. Exhibits and Attachments

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

- Exhibit A-Transitional Housing Placement-Plus Program - Program Description
- Exhibit A1-Transitional Housing Placement-Plus Program- Scope of Work
- Exhibit B-Transitional Housing Placement-Plus Program- Payment Schedule
- Exhibit C-Transitional Housing Placement-Plus Program – Program Monitoring
- Exhibit D- Child Abuse Reporting Requirements
- Exhibit E- Fingerprinting Certification Form
- Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **SEVEN HUNDRED EIGHTY FOUR THOUSAND TWO HUNDRED FORTY TWO DOLLARS (\$784,242)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **July 1, 2015 through June 30, 2018.**

5. Termination; Availability of Funds

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

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

6. Contract Materials

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

7. Relationship of Parties

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

8. Hold Harmless

a. General Hold Harmless

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

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However,

Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

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

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

9. Assignability and Subcontracting

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

10. 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.

11. 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:

<input checked="" type="checkbox"/> Comprehensive General Liability...	\$1,000,000
<input checked="" type="checkbox"/> Motor Vehicle Liability Insurance...	\$1,000,000
<input checked="" type="checkbox"/> Professional Liability.....	\$1,000,000

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

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

12. Compliance With Laws

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

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

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

13. 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

With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:

- ☒ Contractor complies with Chapter 2.84 by offering the same benefits to its employees with spouses and its employees with domestic partners.
- ☐ Contractor complies with Chapter 2.84 by offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
- ☐ Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
- ☐ Contractor does not comply with Chapter 2.84, and a waiver must be sought.

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 must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

- ☒ No finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other investigative entity.
- ☐ Finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. If this box is checked, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination.

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 Section 12, above. Such duty shall include reporting of the filing 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 or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

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

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

14. Compliance with County Employee Jury Service Ordinance

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

that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed Section 3, above, 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.

15. Retention of Records; Right to Monitor and Audit

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

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

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

16. Merger Clause; Amendments

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

17. Controlling Law; Venue

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

18. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via 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: Loc Nguyen, DrPh, MSW
Director, Children and Family Services
Address: 1 Davis Drive, Belmont, CA 94002
Telephone: 650.802.3390
Facsimile: 650.598.9785
Email: lhnyugen@smcgov.org

In the case of Contractor, to:

Name: Sara Larios Mitchell, Ph.D., MCAP,
Chief Executive Officer, StarVista
Address: 610 Elm Street, Suite 212, San Carlos, CA 94070
Telephone: 650.591.9623
Facsimile: 650.591.9750
Email: smitchell@star-vista.org

19. Electronic Signature

If 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, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

For County: ☒ If this box is checked by County, County consents to the use of electronic signatures in relation to this Agreement.

For Contractor: ☒ If this box is checked by Contractor, Contractor consents to the use of electronic signatures in relation to this Agreement.

* * *

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

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

STARVISTA
Sara Larios Mitchell, Ph.D., MCAP



Contractor's Signature

Date: 6/3/15

(April 1, 2015 CCC issued contract template version)

**Transitional Housing Placement-Plus Program
PROGRAM DESCRIPTION
July 1, 2015 through June 30, 2018**

I. Program Description

The StarVista agency will provide a Transitional Housing Placement-Plus program which will provide shared furnished housing plus ancillary services for San Mateo County former foster youth transitioning to adulthood in a Triplex owned by San Mateo County at the corner of Orange and Grand in South San Francisco. The program will work with San Mateo County Human Service Agency to mutually provide proper assessment/screening of former foster young adults aged 18 up to 24. The program's goal is to provide essential "real life" experiences for living independently after aging out of the foster care system as well as stable, safe housing for up to a two year period.

II. Population to be served

Young adults who have emancipated as a ward or dependent in the San Mateo Juvenile Court are eligible to participate. The non-licensed facility will provide services for up to nine residents between the aged 18 up to 24. All residents will be required to maintain a combination of work and school for a minimum of 30 hours per week unless they are unable to do so by reason of emotional or physical disability. Exceptions to the 30 hour rule will be made by the team and approved by HSA/StarVista Management. All residents are required to work toward long-term goals stated on their TILP/Needs and Services Plan. This plan must outline the provision of the 15 state required services. Copies of the Plan will be provided to HSA Management.

III. Program Model

The program will use the group transitional living model. The intent of the THP-Plus program is to provide a safe and secure transition while residents become productive and self-supporting citizens of San Mateo County. The model will be firmly based in the Youth Development Model to develop strength-based resiliency and living skill competencies. Residents will be taught how to engage in skill development through hands-on application and coaching to achieve the highest level of adult community living skills they can achieve.

IV. Referral and Screening Process

Youth may be referred by their primary Social Worker while Dependents or their Probation Officer while Wards of the Juvenile Justice System, in conjunction with the Aftercare Case Manager. Aftercare emancipation Youth may be referred by the Aftercare Case Managers. All admissions must be approved by HSA Management. A waitlist will be maintained for eligible youth, in a format to be approved by both the County and the contractor. Effectiveness of the waitlist process will be evaluated after six (6) months of implementation, and revised if necessary.

V. Discharge and/or Removal from THP-Plus program

A discharge timeline is created to meet the needs of each resident during the intake process. Included in the discharge plan is a meeting with the aftercare case manager, the youth, and the THP+ staff. The plan is evaluated at regular intervals and adjusted as needed by the resident and team.

When a resident is not completing program requirements, they may be asked to leave the program prematurely. In such a case, the staff will engage them in a discharge plan, along with the Aftercare Case Manager. If the discharge is immediate, usually due to the need to address urgent medical needs of the youth or dangerous behavior of the youth, they will be asked to leave the program immediately and this may be done by StarVista staff for the safety of other residents. Examples of dangerous behavior which may lead to immediate dismissal include: Weapons in the household, use of illegal drugs or alcohol in the household, threatening behavior to another resident or to staff, theft of program or peer property, sexual activity in the house, fire-setting, or any other act which creates an imminent danger for the residents or surrounding community.

The Contractor will develop a Residency Agreement to be reviewed and approved by the County. Residents must read, understand and sign the Agreement prior to admission to the program.

**Transitional Housing Placement-Plus Program
SCOPE OF WORK
July 1, 2015 through June 30, 2018**

TRIPLEX FACILITY

I. Services Requested

Contractor will operate the THP-Plus Program at the County-owned Grand Orange Facility (Triplex). The facility's capacity is nine beds. Contractor will provide, to the satisfaction of the Director of Human Services Agency (HSA) or her designee, services as follows:

Housing

- Provide supervision, support and help to solve day-to-day issues and ensure the safety of the residents and the facilities. Awake night staff will be present at the facility between the hours of 10 pm and 5 am for between five (5) to seven (7) nights per week, depending upon the demands of the population. Additional staff coverage will be provided during peak times (2-10 p.m.) that residents are present, including weekend, afternoon and evening coverage for at least five (5) days per week.
- Contractor will provide meals and will assist with clothing needs. As residents progress through the program, they will be expected to utilize their earnings for these items.
- Contractor will be responsible for minor and on-going maintenance including exterior. Any damage or repair over \$500 will be the responsibility of the County. The County will inspect the property twice a year to assess major systems. Appliances will be under warranty. Contractor will contact and arrange for repair and pay any associated costs.

Case Management

- Develop a long-term vision rather than a short term view of resident's needs.
- Utilize community based support systems to meet those needs such as food banks, food stamps, legal services, financial aid programs, etc. Residents will receive hands on training in how to access and maintain these services.
- Work towards completion and actualization of a transitional independent living plan (Step TILP) to ensure residents' successful transition after completion of the program. The THP-Plus TILP is updated at least annually, and should include a discussion of living skills training competencies.
- Use evidence-based life skills assessment tool to measure progress. Tools may include the Ansell-Casey Life Skills Assessment, the Step TILP and may also include tools designed to assess career interests and aptitudes.
- Attend all county-mandated meetings, Adolescent Collaborative Action Team meetings and other meetings as requested by the County.

Counseling and Crisis Intervention

- Provide trained staff who will provide crisis counseling, intervention and referral services to residents.
- All residents will be provided with referral for individual and group therapy
- Provide 24-hour on-call crisis management back-up.

Permanency

- Identify and support efforts to reconnect/connect residents with responsible, caring relatives and adult mentors to establish a lifelong connection.

Education/Career Planning

- Ensure residents understand vocational and educational resources in their community.
- Require residents to work toward high school graduation, if applicable.
- Contractor will coordinate tours of community colleges and vocational training programs to expand their educational and or vocational training.
- Ensure residents are registered at and connected with a One-Stop employment center and that they are accessing workforce development opportunities and explore career opportunities.
- Assist residents in completion of financial aid forms.
- Ensure that residents set educational and vocational goals and complete FAFSA and Chaffee applications.

Financial Management

- Work with residents in opening a bank account and ensure they are maintaining a savings account.
- Work with residents on budgeting and financial planning.

Support Meetings

- Each resident will participate in individual and group meetings with support staff. Initially, they will be expected to participate in weekly individual meetings and weekly group learning and experiential education activities. As they demonstrate success with interdependent living, the need for individual and group meetings may be diminished. These meetings serve to reinforce growth, support transitioning to adulthood, and provide education in a variety of areas to promote positive development. The individual and group meetings may include the following topics:
 - Employment and job readiness skills
 - Daily living skills
 - Financial literacy skills
 - Survival skills
 - Choices and consequences skills
 - Interpersonal skills
 - Computer skills
 - Plus continuing education, financial aid, training, and professional development

Recreation

- Develop volunteer and recreational, structured activities while developing long –term employment and educational activities.
- Plan and coordinate monthly get-togethers to create a sense of community such as barbecue, potlucks, movie nights, etc. Plan and support other recreational activities. Public transportation will be utilized as much as possible. If not available, StarVista will provide transportation to recreational events.

Advanced independent living skill training

- Contractor will define skills based on the Step-TILP and meet monthly to chart progress on the TILP domains with each resident. They will experience the hands-on application of their Independent Living Program (ILP) training.

Utilities

- Pay for all utilities, business telephone usage, networking costs. Residents will be encouraged to use their own cell phone for personal business.

II. County's Responsibilities

- A. Twice a year, County shall inspect the Triplex facility and assess for major structural upkeep such as roof, electrical, sewer and water line, HVAC, heater, windows.
- B. It is understood that all purchases made by the County will become the property of the County and may not be transferred or sold by the Contractor.
- C. Provide referrals to the THP-Plus Program.

**Transitional Housing Placement-Plus Program
PAYMENT SCHEDULE
July 1, 2015 through June 30, 2018**

In consideration of the services provided by Contractor described in Exhibit A and A1 and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms unless otherwise authorized by the Director of the Human Services Agency or her designee.

1. Contractor will submit monthly invoices based on occupancy for services rendered as described in Exhibit A and A1. Payment shall be made within 30 days after approval by the Human Services Agency Program Manager.
2. Contractor shall be paid at the rate of \$2,350 per youth per month. Partial months shall be pro-rated. The County reserves the right to adjust the afore-mentioned rate during the term of the Agreement if program needs and/or priorities change.
3. Contractor shall be paid at the rate of \$600 per empty bed per month. Partial months shall be pro-rated.
4. Invoices shall be sent to: Gary Beasley, Program Manager, County of San Mateo, Human Services Agency, 2415 University Avenue, 3rd floor, East Palo Alto, CA 943032. Payments shall be made within 30 workdays upon receipt of Contractor's invoice.
5. Funding shall be allocated in the following manner: **In no event shall the contract total exceed SEVEN HUNDRED EIGHTY TWO THOUSAND TWO HUNDRED FORTY TWO DOLLARS (\$782,242) for the term of the Agreement.** County shall have the right to withhold payment if County determines that the quantity or quality of work performed is unacceptable.

FY 2015-16, TWO HUNDRED SIXTY ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$261,414).

FY 2016-17, TWO HUNDRED SIXTY ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$261,414).

FY 2017-18, TWO HUNDRED SIXTY ONE THOUSAND FOUR HUNDRED FOURTEEN DOLLARS (\$261,414).

6. Provision of services is subject to availability of State funds and acceptable program performance. In the event that the County does not receive the adequate THP-Plus funding from the State, the contract will be re-negotiated.
7. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
8. If the 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.

**Transitional Housing Placement-Plus Program
PROGRAM MONITORING**

A. Contractor agrees to provide an annual report, by **July 30, 2016, July 30, 2017 and July 30, 2018** for each respective fiscal year, addressing the following outcomes:

- Goal 1: The THP Plus Program will assist emancipated foster youth to secure housing.
Measure 1: Annually, 80% of the THP Plus enrolled youth will successfully maintain their residence at the Triplex and transition into stipend assisted or independent living.
- Goal 2: The THP Plus Program will increase the employability of emancipated youth.
Measure 1: 87% for FY 2015-16, 88% for FY 2016-17 and 89% for FY 2017-18, of the residents at the Triplex THP Plus Program will increase their income within one year of entering the program.
- Goal 3: The THP Plus Program will encourage emancipated foster youth to further their educational goals.
Measure 1: Annually, 75% of the participants in or exiting the program will obtain their high school diploma or equivalent if not high school graduates upon entry.
Measure 2: Within 60 days of occupancy, at least 85% of the residents will be productively engaged in education and/or employment. Plan to be approved by Program Manager.
- Goal 4: The THP Plus Program will assist emancipated youth in connecting to health care services and other community-based resources.
Measure 1: 90% of the THP Plus participants in the Triplex will be enrolled in Medi-CAL or other private/public health insurance program.
Measure 2: 90% of the residents will obtain information about community services such as food banks, food stamps, legal services, financial aid programs, and individual development accounts.
- Goal 5: The THP Plus Program will prepare the youth for self-sufficiency.
Measure 1: 90% of the participants graduating from the program will make significant progress toward their Step TILP prior to completion of the program. Significant progress is measured as reaching 75% of their established Step TILP goals and improvement in more than one area on their Ansell-Casey Life Skills Assessment.
Measure 2: After 12 months of completing the program, 84% for FY 2015-16, 86% for FY 2016-17 and 88% for FY 2017-18, of participants will continue to live in a safe and stable living environment.

- B. Contractor will be responsible for submitting a monthly occupancy report, on a template to be provided for by HSA, as an invoice and a quarterly report based on the above Measures. This report can be sent via fax at 650.325.5327 or e-mail to the HSA Program Manager gbeasley@smcgov.org.
- C. Contractor will submit to the County Quarterly Activity and Narrative Reports to be due on the following dates: Narrative report will show program's performance against above goals and measures.

FY 2015-16

October 15, 2015
January 15, 2016
April 15, 2016
July 15, 2016

FY 2016-17

October 15, 2016
January 15, 2017
April 15, 2017
July 15, 2017

FY 2017-18

October 15, 2017
January 15, 2018
April 15, 2018
July 15, 2018

- **Quarterly reports will be submitted at the following address:
Gary Beasley, Program Manager, County of San Mateo, Human Services Agency,
2415 University Avenue, 3rd floor, East Palo Alto, CA 943032**

- D. Contractor will prepare and submit to County's Human Services Agency Program Manager an annual report of actual budget costs. This report will be submitted within 90 days after the end of each fiscal year.
- E. Contractor will submit a financial audit to the County's Human Services Agency Program Manager as soon as it becomes available.
- F. The County's Human Services Agency Program Manager will conduct site visit during the term of the Agreement to review all aspects of program operations and review Contractor's documentation related to required reports. This site visit will be arranged in advance with the Director of StarVista or his/her designee.

Child Abuse Prevention and Reporting

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

- A. A requirement that all employees, consultants, or agents performing services under this contract who are required by the Penal Code to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
- B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under the Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.

County of San Mateo – Fingerprinting Certification Form

DATE: 6/3/15

AGREEMENT WITH: StarVista

FOR: For the Transitional Housing Placement Plus program (THP+)

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: Sara Larios Mitchell. Ph.D., MACP

TITLE: Chief Executive Officer

SIGNATURE:



DATE:

6/3/15

ATTACHMENT I

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

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

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

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

☐

a. Employs fewer than 15 persons.

☒

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

Name of 504 Person:

Lillian Doherty

Name of Contractor(s):

StarVista

Street Address or P.O. Box:

610 Elm Street, Suite 212

City, State, Zip Code:

San Carlos, CA 94070

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

Signature:



Title of Authorized Official:

Chief Executive Officer

Date:

6/3/15

*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."