

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

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and **UNITY CARE GROUP, INC.**, hereinafter called "Contractor."

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of administering an Independent Living Skills Program (ILP) to 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—Services
- Exhibit B—Payments and Rates
- Exhibit B1- Budget FY 2015-18
- Exhibit C: 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 and B1, 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 **THREE HUNDRED NINETY EIGHT THOUSAND SEVEN HUNDRED SIXTY SIX DOLLARS (\$398,766)**. 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:

- ☒ Comprehensive General Liability... \$1,000,000
- ☒ Motor Vehicle Liability Insurance... \$1,000,000
- ☒ 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: Andre Chapman, M.A.,  
President and CEO, Unity Care Group Inc.  
Address: P. O. Box 730276, San Jose, CA 95173  
Telephone: 408.510.3480  
Facsimile: 408.510.3666  
Email: andre@unitycare.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**

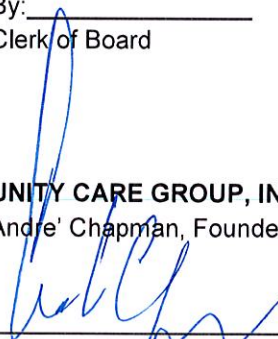
By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

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

**ATTEST:**

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

**UNITY CARE GROUP, INC.**  
Andre' Chapman, Founder & CEO

  
\_\_\_\_\_  
Contractor's Signature

Date: 6-5-15

*(April 1, 2015 CCC issued contract template version)*

## **Exhibit A**

In consideration of the payments set forth in Exhibit B and B1, 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 21<sup>st</sup> 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 the 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 the 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 career goals (which may include research, volunteer experience, and education).
- 3.2. Education: These individuals may need information and education about the financial benefits of 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 interview 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 help 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 with information and referrals 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 a 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 the relationship between mental health and 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 guidance on when and where to go for mental health 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 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 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 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 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 their credit report. This will allow the Life Skills Facilitator to begin to assist individuals with making plans for paying off/reducing debt and improving their 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 facilitate "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 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 responsive 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, Life Skills 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.

### Exhibit B

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

- 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 10<sup>th</sup> 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 make payment to Contractor within 30 working days upon receipt of cost reimbursement claim and approval of Contractor's invoices.
- IV. County is not obligated to reimburse Contractor for any expenditure not reported to County within 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 NINETY EIGHT THOUSAND DOLLARS (\$398,766)** 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, 3<sup>rd</sup> 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 written notice with justification to Contractor.



**Exhibit B1****Agency Name: Unity Care Group, Inc.****FY 2015-18 - Three-Year Annual Budget- Independent Living Skills Program**

<b>Direct Costs</b>				
<b>Personnel Costs</b>	<b>July 2015 - June</b>	<b>July 2016 - June</b>	<b>July 2017 - June</b>	<b>Total</b>
Salaries	\$ 74,550	\$ 77,159	\$ 79,860	\$ 231,569
Payroll Taxes	\$ 6,710	\$ 6,944	\$ 7,187	\$ 20,841
Employee Benefits	\$ 12,674	\$ 13,117	\$ 13,576	\$ 39,367
				\$ -
				\$ -
<b>Subtotal Personnel Costs</b>	<b>\$ 93,933</b>	<b>\$ 97,221</b>	<b>\$ 100,623</b>	<b>\$ 291,777</b>
<b>Operating Expenses</b>				
Mileage	\$ 9,000	\$ 9,000	\$ 9,000	\$ 27,000
Incentives	\$ 5,000	\$ 5,000	\$ 5,000	\$ 15,000
Program Supplies	\$ 1,200	\$ 1,200	\$ 1,200	\$ 3,600
Office Supplies	\$ 780	\$ 780	\$ 780	\$ 2,340
Communication Expenses	\$ 2,000	\$ 2,000	\$ 2,000	\$ 6,000
Rent	\$ 2,400	\$ 2,400	\$ 2,400	\$ 7,200
Startup Costs	\$ -	\$ -	\$ -	\$ -
				\$ -
				\$ -
<b>Subtotal Operating Expenses</b>	<b>\$ 20,380</b>	<b>\$ 20,380</b>	<b>\$ 20,380</b>	<b>\$ 61,140</b>
<b>Indirect Costs</b>				
Administrative Overhead	\$ 14,831	\$ 15,288	\$ 15,730	\$ 45,849
<b>Subtotal Indirect Costs</b>	<b>\$ 14,831</b>	<b>\$ 15,288</b>	<b>\$ 15,730</b>	<b>\$ 45,849</b>
<b>Grand Total</b>	<b>\$ 129,144</b>	<b>\$ 132,889</b>	<b>\$ 136,734</b>	<b>\$ 398,766</b>

**PROGRAM MONITORING**

I.CONTRACTOR agrees to the following outcomes:

- Average of 25 enrolled youth per class per semester in Independent Living Program (ILP) classes.

<b>Measure</b>	<b>FY 2015-16 Projected</b>	<b>FY 2016-17 Projected</b>	<b>FY 2017-18 Projected</b>
Percentage of foster youth attending a post-secondary educational or vocational program after graduating from ILP	65%	70%	75%
Percentage of high school seniors participating in ILP that will graduate from high school or earn a GED/CHSPE	76%	77%	78%
Percentage of eligible foster youth that will participate in the program	70%	75%	80%

In addition following outcomes will be measured:

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

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

**Report due dates as follows:**

February 15, 2016, July 15, 2016  
 February 15, 2017, July 15, 2017  
 February 15, 2018, July 15, 2018

**Reports must be submitted to:**

Gary Beasley, Human Services Agency, Program Manager  
 County of San Mateo, Human Services Agency  
 2415 University Avenue, 3<sup>rd</sup> 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.

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

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**DATE:** 6/3/2015

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

**FOR:**

**Independent Living Skills Program**

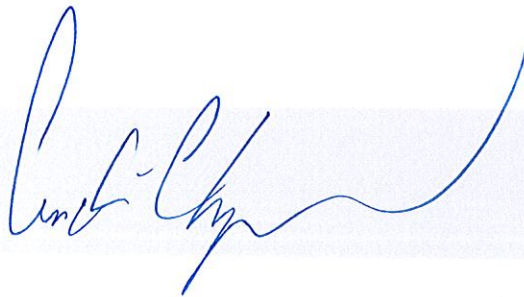
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Contractor agrees that its employees and/or its subcontractors, assignees and volunteers who, during the course of performing services under this agreement, have contact with children will be fingerprinted in order to determine whether they have a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

**NAME:** Click here to enter text.

**TITLE:** Click here to enter text.

**SIGNATURE:**



**DATE:**

6-5-15

## 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:

Name of Contractor(s):

Unity Care Group. Inc.

Street Address or P.O. Box:

1400 Parkmoor Avenue, Suite 115

City, State, Zip Code:

San Jose, CA 95126

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

Signature:

Title of Authorized Official:

Date:

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