

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND STARVISTA

This Agreement is entered into this ____ day of _____, 2018, 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 to provide Transitional Housing Placement-Plus (THP-Plus) and Aftercare services to former foster and/or probation youth ages eighteen to twenty-four;

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
- Exhibit C - Performance Measures
- Exhibit D - Child Abuse Prevention and Reporting
- Exhibit E - Fingerprinting Certification
- Attachment H - HIPAA Business Associate Requirements
- Attachment I - § 504 Compliance
- Attachment P - Personally Identifiable Information

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit 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, C, D and E and in Attachments H, I and P, County shall make payment to Contractor based on the rates and in the manner specified in Exhibits B and B1. 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 **ONE MILLION TWO HUNDRED EIGHTY FOUR THOUSAND FOUR HUNDRED TWENTY ONE DOLLARS** (\$1,284,421). 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. Contractor is not entitled to payment for work not performed as required by this Agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 01, 2018, through June 30, 2019.

5. Termination

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

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

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

6. Contract Materials

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

7. Relationship of Parties

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

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the

performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

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

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

9. Assignability and Subcontracting

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

10. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

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

(a) Comprehensive General Liability... \$1,000,000

(b) Motor Vehicle Liability Insurance... \$1,000,000

(c) Professional Liability..... \$1,000,000

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

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

11. Compliance With Laws

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

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.

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

g. Reporting: Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

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

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

h. Compliance with Living Wage Ordinance

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

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do

not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

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

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

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

15. Merger Clause; Amendments

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

16. Controlling Law; Venue

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

17. Notices

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

In the case of County, to:

Name/Title: Kerry Ahearn-Brown
Director, Children and Family Services
Address: 1 Davis Dr., Belmont, CA 94002
Telephone: 650-802-3390
Email: KAhearn-Brown@smcgov.org

In the case of Contractor, to:

Name/Title: Sara Larios Mitchell, Ph.D., MCAP
Chief Executive Officer
Address: 610 Elm St., Suite 212, San Carlos, CA 94070
Telephone: 650-591-9623
Email: SMitchell@star-vista.org

18. Electronic Signature

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


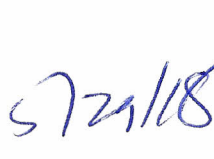


19. Payment of Permits/Licenses

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

* * *

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

For Contractor: STARVISTA

			
Contractor Signature	Date	Contractor Name (please print)	

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A – Services

Contractor will provide **Transitional Housing Placement Plus** (“THP-Plus”) and **Aftercare** program services for former foster youth and probation youth (“participants”) ages 18-25 under the scattered site, host family and single site model.

I. PROGRAM OVERVIEW

This program is designed to provide participants with access to safe, affordable and supportive housing, as well as financial and educational tools and resources, necessary to overcome barriers to help participants achieve self-sufficiency, permanency and lifelong connections. The County, under Senate Bill (“SB”) 1252, has elected to opt into the THP-Plus Extension which authorizes the County to extend THP participation from 24 months for up to a maximum time of 36 months, or until the age of 25 whichever comes first.

II. PROGRAM ELIGIBILITY

THP-Plus: Former foster and/or probation youth (single or parenting), aged 18 to 24, who have emancipated from foster or probation care, and are actively pursuing their County approved Transitional Independent Living Plan (“TILP”) goals are eligible. Participants must meet the State of California Department of Social Services’ (“CDSS”) THP-Plus program eligibility criteria (www.cdss.ca.gov). The County’s THP-Plus program manager will review and approve all requests to extend THP participation beyond 24 months.

The County will be responsible for conducting fingerprint and background checks on all eligible participants and host-site payees. The County’s Children and Family Services (“CFS”) branch will make the final determination on participant eligibility should safety concerns arise as a result of the background check.

Aftercare: All former foster youth, aged 24 years or younger, will be eligible for aftercare supports provided by Contractor to ensure participant well-being, safety, and stability. See section VI of this exhibit for specific services.

III. PARTICIPANT OUTREACH AND REFERRALS

County will provide information regarding the program and Contractor’s contact information to eligible program participants. In addition to receiving referrals from the County, Contractor shall:

- A. Conduct targeted outreach to eligible participants on a regular and ongoing basis based on information provided by the County’s THP-Plus program manager.
- B. Ensure that youth, county personnel, community providers and partners are knowledgeable and understand the comprehensive services offered under this Agreement.
- C. Meet with County CFS staff, including the Assembly Bill 12 (AB 12) supervisors and social workers, monthly to coordinate and transition participants that will soon age or opt out of AB12 program into the THP-Plus program. Meetings may occur less than once per month but no less than once per quarter if deemed appropriate by the County’s THP-

Plus program manager.

- D. Accept referrals for services from the eligible participant's support and care system including, such as their social workers, probation officers, or others including, but not limited to, community based partners, and schools.
- E. Accept self-referrals from the young-adults.

IV. THP-PLUS MODEL DESCRIPTIONS AND SITE SPECIFIC SERVICES

Placement be determined based on participant need, and as identified through participant's Transitional Independent Living Plan ("TILP"). A "step-down" approach to placement should be utilized as much as possible so that participants will transition from a higher level of supervision. For example, transitioning from the single site model to a lower level model such as the scattered or host family site. Services provided will be supportive and aid participants toward successful transition into adulthood and/or independence. Service will be provided at hours that are convenient to participants, including evenings and weekends. It is estimated that 36 youth will receive THP-Plus services under this Agreement.

- A. The **Single Site Model** provides transitional housing services to former foster youth at the County-owned triplex facility in South San Francisco. This model is to be used for young-adults who are preparing for a greater level of independence and transition into the scattered site model. Participants placed will be required to maintain a combination of work and school for a minimum of 30 hours per week, unless the young-adult has emotional or physical disabilities that prevent them from doing so. Participants in this placement are not required to pay rent and will receive additional supportive services under this scope of work, addressed below and listed in Section V. of this Exhibit. This model is projected to serve up to 9 youth, however the total number served may vary throughout the term of this Agreement.

Under this model contractor shall:

1. Prioritize placement to participants with a diagnosed mental health disorder, behavioral issues and/or more serious challenge with their independent living skills.
2. Consult with the County's THP-Plus program manager prior to placement if the participant does not demonstrate, or have a diagnosed mental health disorder, behavioral issue(s), and/or more serious challenges to obtaining their independent living skills.
3. Consult with the County's THP-Plus program manager if a participant is eligible for placement, but all units are occupied.
4. May temporarily place participant in a transitional shelter program managed by Contractor upon County THP-Plus program manager approval. Costs associated with this placement shall not be billed for under this Agreement.
5. Provide onsite staffing 24 hours a day, 5 to 7 days a week depending on client needs.
6. Provide intensive day to day support to participants.
7. Provide shared furnished housing and ancillary (see section IV.) services at the County-owned single site location.
8. Provide rent (participants will not be required to pay rent).

9. Notify the THP-Plus program manager/supervisor, and participant's social worker to discuss and address circumstances in which a participant is unable to meet the 30 hour per week requirement due to emotional or physical disabilities.

B. The **Host Family Model** provides a safe, stable, environment that supports and nurtures an existing relationship between a former foster youth and a caring, supportive adult. This model also supports a young adults' transition from adolescence to adulthood in a structure that mirrors the experiences of young adults from intact families. This option is often best suited for youth aging out of AB12 services and provides continuity and stability in housing and support from their adult mentor. This model is projected to serve up to 5 youth, however the total number served may vary.

Under this model Contractor shall:

1. Assist participant(s) with identifying safe, caring, and supportive adult(s) interested in providing housing through a "host family" placement.
2. Assist participant with engaging with the adult supporter in a discussion regarding a host family placement.
3. Discuss host placement with participant and if agreed, participant will be placed at or maintain this placement type.
4. Survey the host family site with the participant to ensure it is safe and habitable, as defined by the Department of Housing and Urban Development standards (e.g., smoke alarm and carbon monoxide detector).
5. Teach or demonstrate to the participant how to evaluate and assess future housing options when functioning independently in the future.
6. Conduct a brief interview of the host family to ensure they are prepared to support the young-adult.
7. Interview the host family to ensure they are prepared to support the young-adult and if necessary will provide informational training sessions, and insight on how to manage challenges, to support the host family in serving this population.
8. Contractor will establish a Host Family Agreement that will function as a lease.
9. Contractor will review and explain the lease agreement with participant in order to provide real-life experience that will help them successfully navigate future and more independent housing options.
10. Contractor will meet with the young-adult and host family to review program information and review and sign the Host Family Agreement.
11. Meet with participant and host family to review program information, the Host Family Agreement, and sign the Agreement.
12. Meet with participant and host family in the home at least once per quarter. The purpose of the meeting will be to check-in on the placement, identify what is going well and what can be improved, and recognize participant's achievements.
13. Help participant nurture the host-family placements in order to promote permanency and/or a positive, lifelong connection.
14. Serve as the point of contact for the host family and be available to respond to their questions or concerns.
15. Continue to maintain their role as a trauma-informed, solution-focused advocate for participants as they navigate through challenges or concerns that arise while in their living arrangement. Contractor will facilitate a mutually agreed upon solution between host family and participant whenever possible.

- C. The **Scattered Site Model** includes the leasing of apartments in various locations throughout the community, often in small clusters. The units can be master-leased by the THP-Plus provider, or participants can hold the lease separately with the landlord. This site can include units where parenting youth (“scattered site-parent”) live with their children, or a multi-bedroom apartment shared by more than one participant (“scattered site-single”). There must be a rental agreement in place. The model can also include housing arrangements in which the participant rents a room where the homeowner or master tenant functions solely as a landlord and does not provide any care and supervision to the participant. Ideally, the monthly rent shall not exceed 30% of participant’s gross income. This model emphasizes preparing participants to transition into independence. Services are supportive and educational so that participants exit the program with a better understanding, and readiness, to navigate similar expenses in the future on their own, after program exit. The scattered-single model is projected to serve 17 youth, and the scattered-parent model is projected to serve up to 5 youth. However, the total number served may vary throughout the term of this Agreement.

Under this model Contractor will:

1. Screen participants to ensure this model best meets their needs.
2. Assign a Housing Specialist to participant within one day of screening.
3. Work with participants to locate and secure housing opportunities.
4. Comprehensively help participants search for housing including, but not limited to, setting up appointments to visit and joining participant on site visits.
5. Communicate and/or meet with landlords to advocate for placement on behalf of participant.
6. Support the participant through the process of securing housing. Including, but not limited to:
 - a. Teaching participant how to apply for and secure housing;
 - b. Survey the location to ensure it meets safe and habitable standards as defined by the Department of Housing and Urban Development (e.g. smoke alarm and carbon monoxide detector);
 - c. Join participant on the site visit and demonstrate how to evaluate and assess future housing options when functioning independently;
 - d. Review lease application requirements;
 - e. Negotiate lease terms;
 - f. Review all aspects of lease agreement to ensure participant understanding;
 - g. Facilitate the review and signing of a lease agreement.

V. ADDITIONAL THP-PLUS SERVICES

In addition to the site-specific services, Contractor will provide comprehensive housing placement, TILP planning and assessment, and provide supportive services to aid participants toward a successful transition from out-of-home placements to independent living. Contractor shall provide the following services (for a complete breakdown of stipends, see Exhibit B2):

A. Intake, Placement, and Assessment

1. Contact and schedule an in-person meeting for an initial intake interview at a time and in a location that is convenient for the participant.
 - a. Assess participant’s existing TILP using the Casey-Ansel Life Skills tool or develop a TILP for participants who don’t have one.

- b. Submit plans to participant's social worker (if applicable).
 - c. Assess and determine which housing site model is appropriate for participant.
 - d. Communicate, in writing via email, all placement recommendations and decisions to the County's THP-Plus program manager, supervisor and if applicable the participant's social worker.
- 2. Explore with participant the direction of their goals as defined by the TILP and assess participant's level of readiness to begin and/or continue to work toward their TILP goals.
 - a. Submit assessment results and/or updated TILP goals to the participant's social worker if applicable. If participant no longer has a social worker, Contractor will track results/update goals in participant's case file.
 - b. Assess any reason(s) why a participant is re-enrolling (had previously exited the program early) to identify and develop TILP goals that will lead to successful program participation, completion, and transition into independence.
 - c. Work with participant to identify TILP goals that meet their needs and will lead to successful program participation, completion, and transition into independence.
 - d. Review the TILP on a regular basis and highlight participant successes, identify new and continuing challenges/barriers to work towards overcoming challenges.
 - e. Modify, add or change existing TILP goals, as identified and needed, on an ongoing bases through case management meetings.
 - f. When necessary, submit any plan changes to participant's social worker.

B. Housing Plan

- 1. Work with participant to develop a housing plan that aligns and/or is included in their TILP.
- 2. Ensure the housing plan addresses short-term and long-term housing goals.
- 3. Identify housing options in support of participant's goals of sustainability and self-sufficiency after program exit.
- 4. Ensure the participant's housing plan includes specific required components. The housing plan must be developed through a collaborative process, including the Contractor, participant and County staff (social worker, THP-Plus program manager/supervisor) and shall be agreed upon between the County and Contractor.

C. Subsidized Rental and Living Expenses

- 1. Subsidize participant's living expenses up to a maximum limit not to exceed the Contractor's program budget. Subsidies for living expenses include rent, utilities, transportation, food and telephone. The subsidy amount provided to participant will be based on the participant's income and actual cost of the expense. Subsidy amount may be pro-rated depending on youth's participation start/end date. See section R. 2 for details about the step down model and diversion of the subsidy to a graduation savings program.
- 2. Pay the difference between the actual cost of the living expense and the participant's contribution up to the maximum subsidy amount allowed. For example: If monthly rent for a Host Participant is \$1,500, and their subsidy amount is \$1,220, the participant would pay the difference of \$280 per month. However, if rent is \$1,000 and the participant's subsidy is \$1,220, then the remaining balance of \$220 would be put into a savings account on behalf of the participant.

D. Apartment Furnishings

1. Provide through direct purchase, stipend, or donation, apartment furnishings to participants. Apartment furnishing shall be available to participants upon entry or exit, when needed.
2. Conduct research at multiple stores/websites to maximize the available government budget and funds when purchasing new items, with the exception of an emergency or urgent need.
3. May accept items (dressers, cabinets, night stands, etc.) through donations, if item is in good condition. Good condition is defined as in working order; no broken or missing parts or pieces; may show some signs of wear and tear; and clean without large stains/scratches. Items that may pose a hygiene or safety risk such as mattresses, cribs, strollers and car seats must be purchased new.

E. Leases and Landlord Mediation

1. Review the terms and conditions of the lease agreement with the participant prior to their signing to ensure understanding of the participant's obligations.
2. Ensure participant understands the financial obligations, commitment and expectations prior to signing the lease agreement.
3. Troubleshoot questions regarding the lease with the participant to ensure the participant has all questions answered and is clear on all lease requirements.
4. Provide participant's access to agencies who can serve as no-cost mediators to resolve conflicts such as landlord/tenant disputes.
5. Offer, either directly through Contractor's existing programs, or through partnerships, workshops or one-on-one coaching (if needed) for landlords and youth on issues such as rights and responsibilities, fair housing, and financial management.

F. Case Management

1. Initiate and facilitate weekly/bi-weekly case management meetings (based on need) with participants to develop and track of individualized goals through the TILP. Meetings should be in-person, however to accommodate a participant's schedule, meetings may be scheduled over the phone.
2. Develop professional relationship with participants and guide them through a position of understanding their needs and goals to support their progression and attainment of their educational/vocational goals.
3. Offer guidance and assistance, and facilitate connections to community resources for which participants are eligible. These should assist them with the realization of their TILP goals as well as benefit them upon exit from the program.
4. Provide mentorship including guidance and assistance in areas such as participant's general needs; progress towards goals; and direct linkages to education, employment, financial, housing or other community resources.
5. Provide direct accompaniment and advocacy, including but not limited to, accompanying participants to community-organizations or non-profits to demonstrate how to successfully request services. Services to be requested/provided must help to ensure that the young-adult is learning the skills necessary to live independently at the conclusion of their time in the program.
6. Provide information and referrals for any unmet needs identified during the assessment to help participant achieve their TILP goals. This includes working directly with participant to ensure they understand how to access services and/or complete required life tasks. Topics may include, but are not limited to:
 - a. General Life Tasks/Adulthood: self-esteem, child care, responsibilities of having a car;

- b. Housing: landlord/tenant rights, apartment cleanliness, roommate mediation;
- c. Budgeting to maximize income: financial literacy, planning nutritious and health meals, comparison shopping
- d. Accessing resources: public benefits/financial assistance, medical services, transportation;
- e. Employment: career planning, job readiness, search, application, interviewing, Workforce Investment Opportunity Act (WIOA), employer benefits;
- f. Education: applying for scholarships/financial aid, registering for classes.

G. Crisis Intervention and Support

1. Provide on-call (after-hours), rotating, case management staff to manage critical situations for participants.
2. Respond directly to participant during a crisis, and determine the appropriate level of response or intervention.
3. Accompany and advocate for participant during their crisis if needed.
4. Provide education through accompaniment and advocacy in real-life/situations, such as demonstrating how to work with landlords/on-site property managers to manage crises.
5. Refer participant directly to a landlord/on-site property manager, after having advocated or accompanied participant for a minimum of three (3) times, or sooner for those participants who demonstrate the ability to successfully advocate for and resolve situations themselves.
6. Facilitate a direct connection (warm hand-off) between participant and community provider/County resource should crisis requires a higher level of response that Contractor is unable to resolve using their own resources. Including, but not limited to, police involvement and mental health services.
7. Follow-up with both participant and provider, following a crisis, to ensure participant needs are being met and responding as necessary through continued advocacy, accompaniment and/or referrals.
8. Provide workshops for landlords in the host family/scattered site models to recognize an emergency and what appropriate steps to take for specific emergency situations.
9. Offer skill building to participants on how to respond to an emergency.
10. Provide participants with comprehensive emergency contact information, such as local emergency response (police and fire department) and on-call support staff phone numbers.

H. Individual and Group Therapy

Refer to, or directly provide, participants with group or individualized mental health and/or substance abuse treatment services. Services needed should be based on identified need of participant. Contractor will not bill the County for mental health and substance abuse treatment services under this Agreement, but will utilize other funding sources for these services.

I. Job Readiness

Refer participants to the County's CFS contracted employment services provider.

J. Mentoring

Serve as mentors to participants, including seeking out members of participant's community to also serve as mentors (neighbors, volunteer groups), and provide referrals

to community-based agencies for more structured mentoring opportunities.

K. Lifelong Connections

1. Through discussion with participants, identify individuals that the participant considers important in his/her life (which may or may not include traditional “family” members).
2. Utilize its Family Finding Program to locate relatives for participants based on their expressed desire to reconnect with the adult relative(s).
3. Explore identified individuals and relationships with participants and encourage the young-adults to reach out to the people who are considered important to them and positive supports.
4. Facilitate participant visits with siblings and relatives, and supporters.
5. Facilitate individual participant or group participant meetings and cover topics such as social/interpersonal relationships, conduct role-plays, and explore various communication styles in order to assist participants in bettering/strengthening their own relationships.
6. Expose participants to the community through referral to resources, working with the young-adult’s network, and inviting local guest speakers, based on topics that align with the program’s mission/goals, to monthly young-adult attended group meetings. Former program participants who have successfully transitioned into and maintained independence will be invited to speak to current program participants about successes, challenges, and the transition after program exit.

L. Preparation for Independence and Exit

1. Assist participants with planning for their transition and exit from the program and if needed searching for and locating affordable housing. Housing search and locating support may include, but is not limited to, the following:
 - a. Assist participants in getting on affordable housing waitlists;
 - b. Applying for financial/housing support through the Core Services Agencies;
 - c. Securing Family Unification Program (FUP) vouchers;
 - d. Connecting to housing community-based/County providers;
 - e. Directly contacting landlords on participant’s behalf to advocate for a long-term housing unit;
 - f. Accompany participants on apartment tours and assist them with talking to apartment managers.
2. Work with participant to develop a transitional plan for maintaining self-sufficiency including housing, affording rent, and other expenses. The transitional plan will include methods of adjusting to independence upon program completion such as paying rent on time, sustaining savings deposits, and increasing earnings.
3. Provide the participant with letter of reference and/or income verification letters as applicable.

M. Financial Planning for Independence

1. Assist the young-adult in creating a realistic budget that will help them determine if, upon exit of the program, they can live independently or will need to live in shared housing.
2. Problem solve with participant and help identify roommate options for shared living, including suggesting or working with other participants within the program.

3. Develop participant's ability to live independently by providing participants with hand-on classes such as budgeting, shopping and cooking.

N. Housing Search

1. Help participants conduct a housing search including providing participant with information and tools necessary to search for and apply for housing.
2. Facilitate face-to-face meetings and demonstrate to participants how to conduct housing search and complete applications.
3. Prepare participants for housing interviews. Participants may request Contractor's case management staff to accompany them on housing interviews as well as help complete housing applications. Following the housing interview, and if applicable, case management staff will provide constructive feedback to enhance participant's future opportunities and ability to secure housing.

O. Affordable Housing Advocacy and Opportunity

Employ a staff person who will conduct targeted outreach and develop relationships with housing providers. This includes relationship building with local landlords as well as County contracted providers, non-profit agencies and housing developers to develop or identify affordable housing placement opportunities for program participants within their communities.

P. Educational Advocacy and Support

1. Provide participants with linkages including information, and referrals, to available community and school-based resources/tools to assist participants in obtaining their high-school diploma, GED or high-school proficiency, post-secondary education or vocational schooling.
2. Ensure participants pursuing or on the path to pursue college or other post-high school training are provided with assistance to do so. This includes connecting participants to:
 - a. CFS educational service staff and/or contracted providers;
 - b. Tutoring services;
 - c. Financial aid resources;
 - d. Individualized Education Plan (IEP) resources (i.e., help getting the school to follow the IEP or in need of developing and IEP);
 - e. Guardian Scholars and other youth-focused educational programs at local colleges and schools.
3. Provide direct accompaniment and advocacy for participants, depending on the need, who require additional support to maximize referrals and resources or are experiencing challenges in obtaining a resource. This includes modeling the appropriate behaviors and skills necessary for the participant to successfully obtain future resources independently.

Q. Financial Assistance and a System for Payments

1. Provide financial assistance payments and a system for providing payments to participants. Payment system will be based on assessment of the participant's financial literacy, including their ability to develop, manage, and live within their budget. Contractor shall:
 - a. Manage payments for utilities at the Single Site location.

- b. Make check payments directly to the payee (i.e. issue checks directly to landlords and utility companies) for participants who demonstrate low financial literacy and need support to manage their finances.
- c. Make payments directly to participants who demonstrate medium to high financial literacy, who will then make payments directly to the payee (i.e. landlords and utility companies).
- d. Contractor may implement a system of payments combining both methods above where some payments are made to the participant by check, and other payments are made directly to the payee.
- e. Provide assistance in the form of a gift card, or check, to participants to purchase food and other necessities (i.e. gas, supplies). Checks will be issued to participants who then can manage their finances to purchase necessities.

R. Savings Programs

1. Emancipated Savings Fund

An emancipation fund will be established within and managed by the County for each participant into which \$50 for non-parents and \$100 for parenting participants will be deposited monthly on their behalf. If the participant is not in the program for a full month, this amount will be pro-rated). The total balance in the fund (based on participant's total length of stay in the program) shall be distributed to the participant upon program exit, or earlier for extenuating circumstances) as permitted by the CDSS' THP-Plus program guidelines. Contractor shall:

- a. Provide County with a monthly report of program participants and the amount to transfer into each emancipation fund (\$50, \$100 or a pro-rated amount within).

2. Graduation Savings (step-down model)

Assists participants gradually achieve independence. Participants in the Host Family and Scattered site placements will follow a "step-down" model. Participants will receive a percentage of their total rental subsidy that will apply directly to rent, and the remaining balance will be deposited in to an FDIC insured savings account managed by the County. Contractor shall:

- a. Provide a monthly report to the County that includes participants and the amount to be transferred into their savings fund.
- b. The following schedule will be utilized for the step down model:

Graduation Savings: Rental Subsidy Step Down		
% of Subsidy to Rent	% of Subsidy to Savings	Duration in Program
100%	0%	0-6 months
75%	25%	6-12 months
50%	50%	12-18 months
25%	75%	18-24 or 36 months

VI. AFTERCARE SERVICES

All former foster youth will be eligible for aftercare supports to ensure the young-adult's well-being, safety, and stability. These services include case management and information and referral to community-based providers. Contractor shall:

- A. Provide a one-time direct payment for services, upon approval from the THP-Plus program manager or his designee, to provide additional support such as:
 1. Transportation assistance.
 2. Clothing allowance.
 3. Job readiness training.
 4. Items related to maintaining employment or educational status.
 5. Crisis counseling.
- B. Provide ongoing case management for participants that have exited from the THP-Plus program for up to one year. This includes monitoring participant's transitional status and progress based on the transitional plan developed before exit. Aftercare case management meetings will ensure continued support and participants will be offered, based on identified need, the following:
 1. Assistance in identifying needed resources. This includes helping the participant understand what resources might be needed to sustain successful independence, and how to find and/or access those resources.
 2. Referrals to community-based organizations, County, State or other appropriate providers.
 3. Check-in meetings will occur based on the following schedule, unless the young-adult presents a need that requires more frequent check-ins:
 - First 90 days after exit: biweekly
 - 3 - 6 months after exit: monthly
 - 6 months to one (1) year after exit: bimonthly
- C. Provide short term case management for participants discharged who do not graduate from the program until they reach the age of 25. This includes providing referrals to community-based organizations, County, State and/or other appropriate provider based on participant's need.

VII. PARTICIPANT RIGHTS

Contractor will ensure participant rights and protection and shall:

- A. Follow all Federal and State fair housing laws and will offer or refer training to property managers/landlords in fair housing laws as well as landlord/tenant rights.
- B. Review program expectations and rules, with participants, using a written orientation booklet that outlines the program policies to ensure participant understanding of program expectations/rules.
- C. Include a restatement of the Transitional Housing Misconduct Act in the lease/orientation booklet provided to participants to ensure they are adequately informed of expectations/requirements under that law.
- D. Issue warnings to participants who've violated program rules/expectation to help participants maintain compliance, and ensure their success. Participants may appeal the warning and/or file a grievance about the program as a whole.
- E. Address participant concerns to ensure their success in the program.
- F. If absolutely necessary, terminate a participant from the program for program and/or policy violations with approval from the County THP-Plus program manager or his designee. Approval must be received in advance of termination, either in writing or

orally. Under no circumstances will a participant be terminated from the program before the County has been notified and approves.

- G. Participate or facilitate mediation meetings between the provider, participant, and the County at the request of the participant or the County.

VIII. ADDITIONAL REQUIREMENTS

A. Contractor Staffing and Training

1. Contractor shall require that their program staff be over the age of twenty-one (21), pass a criminal record clearance, and be adequately trained to work with the participants (former foster youth). "Adequately trained" is defined as meeting Contractor's standards for organizational, program, and contractual training as specified below.
2. Contractor's staff will be required to take 20 hours of training a year. Training must include topics that are pertinent to program (THP-Plus) participants/population as well as program, contract, and Contractor-specific trainings such as:
 - a. Working with former foster youth.
 - b. Cultural competency or empathy.
 - c. Trauma informed care.
 - d. Commercially Sexually Exploited Children.
 - e. Mandated contractual trainings (i.e. mandated reporter and CPR).
 - f. Working with children of color.
 - g. Client and professional boundaries.

B. Fingerprinting, Background Checks & License Verification Requirements

Contractor shall (applies only when working with children under the age of 18):

1. Contractor shall conduct LiveScan fingerprinting and criminal background checks for any employees and/or subcontractors, assignees and volunteers who, during the course of performing services under this Agreement.
 - a. Contractor must be on the Federal Department of Justice approved recipient list, having an Originating Agency Identification (ORI) Number for LiveScan fingerprinting, and must maintain that approval while providing services under this Agreement.
 - b. Contractor must have a process in place for receiving, assessing and addressing criminal records.
 - c. Contractor agrees to report to the County any violations that are found from background checks of persons performing services under this Agreement.
 - d. Contractor will submit, upon execution of this Agreement, a copy of the organization's fingerprinting policies and procedures.

C. Compliance

The County will conduct an annual review of services and contract compliance. Reviews may include on-site visits to housing units to understand the quality of services provided to participants. Upon the request of the County either before or during the review, Contractor will submit documents including, but not limited to, accounting information, annual report, client lists, practice details, and policies and procedures.

D. Participant Information

Contractor will ensure that each client has a separate, confidential record, where information on outcomes, meetings, and financial assistance is documented and tracked to chart services provided and participant's progress.

E. Repairs and Maintenance

The County contracts with Contractor to operate the THP-Plus program under the single site model located in a Triplex Building in South San Francisco ("Premises"), which is owned by the County. A maximum of 9 occupants may reside at the Premises, and regular maintenance, and sometimes repairs, will be required. The County is responsible for providing preventative maintenance and routine repairs to the Premises to ensure that the building's systems and equipment are in good repair and functioning properly. Contractor is responsible for maintaining the facility in good condition and notifying the County of any maintenance or repair issues.

County shall:

- Repair and maintain, at its cost, the exterior and structural portions of the Premises, including, without limitation, the roof, foundation, bearing and exterior walls and subflooring, including the driveways and concrete patios (collectively, the "Building Systems").
- Make repairs as needed to the heating, plumbing and electrical systems.
- Reimburse or pay Contractor for any reasonable cost of such maintenance and repairs caused in part or in whole by the act, neglect, fault or omission of any duty by the County, unless Contractor fails to give notice of the need of such repairs or maintenance to County.
- Pay for individual damage over \$1,000.

Contractor shall:

- Repair and maintain at its cost the interior portions of the Premises and shall keep the Premises in good working order and in a safe and sanitary condition, except for ordinary wear and tear and damage by casualty.
- Ensure regular maintenance and cleaning is performed.
- Will assure quick response in all critical situations, making immediate temporary repairs when required for safety or security reasons. Examples of such situations include; broken windows, broken or missing window screens, doors and locks, broken pipes and clogged plumbing, leaking roof.
- Designate a Maintenance Coordinator(s) to be the primary point of contact to the County for any facility maintenance and/or repairs.
- Ensure all repairs and replacements made are equal in quality, value and utility to the original work or installation, in a manner and using equipment and materials that will not interfere with or impair the operations, use or occupation of the Premises or the Building Systems, and in accordance with all applicable laws, rules and regulations.
- Reimburse or pay County for any cost of such maintenance and repairs caused in part or in whole by the act, neglect, fault or omission of any duty by the Contractor.

- Notify the THP-Plus Program Manager immediately, or within one business day of discovery any mechanical malfunctions, property damage, or emergency repairs and complete any necessary service requests.
- Pay for individual damage under \$1,000.

Exhibit B – Payments and Rates

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

General Payment Terms:

- A. County shall have the option to adjust funds across line items as shown in Exhibit B1 to meet its program goals, as agreed upon by both parties and approved by the County in writing as long as it does not exceed the total Agreement obligation.
- B. County shall have the right to adjust, modify or add related services to meet its program goals and adjust costs as agreed upon by both parties, and approved by County in writing, as long as it does not exceed the total Agreement obligation.
- C. The County reserves the right to withhold payments if County determines that the quality or quantity of the work performed is unacceptable.
- D. If the County determines to withhold payment due to non-performance, County shall issue a corrective action plan. The corrective action plan will outline how to correct services and the Contractor shall respond to the plan within 10 business days.
- E. All services performed by Contractor must support the scope of work described in Exhibit A and the terms and conditions of this Agreement. Services performed that are not in compliance with the Agreement may be deemed by the County as disallowed costs. The County is not obligated to pay for disallowed costs. In addition, Contractor is not entitled to payment for services shown in the Agreement that are not performed or completed.

Method and Rates of Payment:

- F. Contractor shall invoice County monthly for **THP-Plus** services shown in Exhibit A and based on the per youth rate shown below. Invoices shall be itemized by youth. Rates include subsidies (rent, utilities, food, phone and transportation), emancipation fund, personal necessities, furnishings, administrative support/salaries, operating expenses and case management services. Partial months shall be pro-rated. Invoices shall be itemized per youth. See Table 1 for a full breakdown of costs.
 - Single Site \$2,882
 - Host Family Site \$3,146
 - Scattered Parent \$3,626
 - Scattered Single \$3,146
- G. Contractor shall invoice County monthly for **Aftercare** services shown in Exhibit A for actual costs incurred based on the budget shown in Exhibit B1.
- H. Invoices for THP-Plus and Aftercare services shall not be combined. Invoices for THP-Plus and After Care services will be submitted separately by the 15th day of the month following the previous billing period (e.g. invoice date for services rendered May 1 – May 31 are due by June 15th).
- I. Contractor will email invoices to the Children and Family Services (“CFS”) Contract Manager (JLindner@smcgov.org) with a copy to the Administrative Secretary (RMDiaz@smcgov.org).

- J. County shall pay Contractor for services shown in Exhibit A upon receipt and approval of Contractor's invoice(s) within forty-five (45) days.
- K. In no event shall all services, taxes, and fees exceed the total amount of the Agreement obligation of **ONE MILLION TWO HUNDRED EIGHTY FOUR THOUSAND FOUR HUNDRED TWENTY ONE DOLLARS (\$1,284,421)**.

Table 1 – Cost Per Youth

	Single Site	Host Family	Scattered Sites - Parent	Scattered Sites - Single
Expense	Per Youth	Per Youth	Per Youth	Per Youth
Personnel Costs				
Salaries	\$ 1,447	\$ 504	\$ 522	\$ 500
Payroll Taxes	\$ 115	\$ 40	\$ 42	\$ 40
Employee Benefits	\$ 289	\$ 100	\$ 104	\$ 100
Subtotal Personnel Costs	\$ 1,851	\$ 644	\$ 668	\$ 640
Operating Expenses				
Rental Subsidy	\$ -	\$ 1,220	\$ 1,477	\$ 1,220
Food Subsidy	\$ 275	\$ 300	\$ 450	\$ 300
FDIC insured savings deposit - managed by HSA				
Other Client Support	\$ 100	\$ 100	\$ 100	\$ 100
Transportation Subsidy	\$ 75	\$ 75	\$ 75	\$ 75
Utilities	\$ 40	\$ 40	\$ 40	\$ 40
Phone (Youth)	\$ 30	\$ 30	\$ 30	\$ 30
Program Supplies	\$ 55	\$ 55	\$ 55	\$ 55
Staff Occupancy and Rent	\$ 93	\$ 199	\$ 199	\$ 199
Staff Mileage and Travel	\$ 66	\$ 105	\$ 105	\$ 105
Phones (Staff)	\$ 35	\$ 35	\$ 35	\$ 35
Start Up Costs	\$ -	\$ 57	\$ 59	\$ 57
Subtotal Operating Expenses	\$ 769	\$ 2,216	\$ 2,625	\$ 2,216
Indirect Costs				
Administrative Overhead 10%	\$ 262	\$ 286	\$ 329	\$ 286
Subtotal Indirect Costs				
Per Youth Total Amount	\$ 2,882	\$ 3,146	\$ 3,626	\$ 3,146

(End of Exhibit B)

Exhibit B1 – Budget

Program Name: StarVista's THP-Plus & Aftercare					
Line Item	Total Program Budget	Funding Request			
Revenue					
Various Private Donations	\$ 113,685				
HSA funding (amount awarded) THP-Plus Services	\$ 1,200,000	\$ 1,200,000			
HSA funding (amount awarded) Aftercare Services	\$ 84,420	\$ 84,420			
CDBG South San Francisco	\$ 7,163				
<i>Other government contracts (list each contract/funding on it's own line- please add in more rows if needed)</i>					
In kind (facilities, maintenance, gardening)	\$ 6,940				
In kind (Food donations - Trader Joe's & Second Harvest Food Bank)	Donations				
In kind (Staff Training - including weekly didactic)	Included				
Total Revenue	\$ 1,412,208	\$ 1,284,420			
Expense					
STAFFING DETAILS					
general units - units funded partially					
STAFFING DETAILS					
Direct Personnel Expense	Full Cost	Aftercare	THP-Plus	% attributed this Contract	cost for these FTE
Program Manager (0.90 FTEs split between Single Site, Host Family, Scattered Sites)	\$ 61,776	\$ 3,000	\$ 58,776	100%	\$ 61,776
Program Coordinator (1 FTE for Single Site)	\$ 54,080	\$ -	\$ 54,080	100%	\$ 54,080
Residential Counselors (1.2 FTEs for Single Site)	\$ 44,928	\$ -	\$ 44,928	100%	\$ 44,928
Relief Workers (0.10 FTEs for Single Site)	\$ 6,240	\$ -	\$ -	0%	\$ -
Housing Specialist (0.40 FTEs for Scattered Sites)	\$ 19,968	\$ -	\$ 19,968	100%	\$ 19,968
Case Managers (2 FTEs for Host Family and Scattered Sites)	\$ 95,680	\$ -	\$ 95,680	100%	\$ 95,680
Aftercare Case Manager (1.0 FTE)	\$ 47,840	\$ 47,840	\$ -	100%	\$ 47,840
Department Director (0.2 FTEs)	\$ 19,003	\$ -	\$ 19,003	20%	\$ 19,003
Data & Analytics Manager (0.025 FTEs)	\$ 1,664	\$ -	\$ 1,664	2%	\$ 1,664
Chief Program Officer (0.025 FTEs)	\$ 2,875	\$ -	\$ 2,875	2%	\$ 2,875
Benefits (Direct Labor)	\$ 95,595	\$ 13,727	\$ 80,183	98%	\$ 93,910
subtotal personnel	\$ 449,649.00	\$ 64,567	\$ 377,157		\$ 441,724
Operating Expenses					
Rental Subsidies - Host Family & Scattered Sites	\$ 410,700		\$ 410,700		
Food Subsidy	\$ 135,900		\$ 135,900		
Other Client Support	\$ 49,700	\$ 6,500	\$ 43,200		
Transportation Subsidy	\$ 32,400		\$ 32,400		
Utility cost for youth	\$ 17,280		\$ 17,280		
Phones - Youth	\$ 12,960		\$ 12,960		
Program Supplies	\$ 21,889	\$ 2,337	\$ 19,552		
Rent, Utilities & Staff Occupancy	\$ 29,240	\$ 2,492	\$ 26,748		
Phones - Office & Staff	\$ 7,453	\$ 500	\$ 6,953		
Mileage Reimbursement	\$ 6,950	\$ 350	\$ 6,600		
Start Up Funding	\$ 1,459	\$ -	\$ 1,459		
subtotal operating expenses	\$ 725,931	\$ 12,179	\$ 713,752		
Admin Expense					
Administrative expense (note costs are pooled and allocated to sites; not allocated to sites by admin overhead and accounting)	\$ 236,628	\$ 7,675	\$ 109,091		
subtotal admin expense	\$ 236,628	\$ 7,675	\$ 109,091		
Total Expenses	\$ 1,412,208	\$ 84,421	\$ 1,200,000		

(End of Exhibit B1)

Exhibit C – Performance Measures

I. Program Outcomes

Service delivery will be measured against and monitored based on the outcomes listed in Table 1 (below). The County shall have the right to adjust, modify or change performance reporting measures as agreed upon by both parties and approved by the County in writing.

II. Reporting

- A. Contractor will be responsible for collecting, entering, tracking and reporting the data for program participants and outcome measures related to the services provided by Contractor in an electronic database system that adheres to HIPPA and other privacy requirements as outlined in Attachment P.
- B. Contractor will email reports to the CFS contract manager (JLindner@smcgov.org) with a copy to the administrative secretary (RMDiaz@smcgov.org).
- C. Contractor will submit reports in a format specified by the CFS contract manager on the following dates:
 - Monthly Savings Program reports are due by the 15th day of each month for the previous month and should be submitted with the monthly invoice.
 - Emancipated Savings Fund report shall include program participants and the amount to transfer into each emancipation fund (\$50, \$100 or a pro-rated amount within).
 - Graduation Savings report shall include program participants and the amount to be transferred into their savings fund.
 - Quarterly reports are due October 15, February 15, April 15, and July 15
 - Year-end report on July 15 (submit with quarterly report)
- D. Reports will include at a minimum the following information, however the County may request additional data or program information:
 - Client name and age
 - Date of referral
 - Referral/Enrollment status
 - Date of assessment
 - Services provided (by type)
 - Housing placement date and type
 - Months enrolled in program
 - Months remaining in program before exit
 - Date of transitional plan completion

TABLE 1 – PERFORMANCE MEASURES	
Community Impact Outcomes	FY 2018-19 Target
Percentage of participants receiving THP-Plus services under this Agreement who will maintain enrollment in high-school, or complete their GED or high school equivalency; or maintain enrollment in or complete a vocational program; or maintain enrollment in their college placement; or secure and maintain full time equivalent (30 hours or more per week) employment; or a combination thereof.	90%
Percentage of participants not enrolled in full-time, post-secondary, education that will experience a 20% increase in their earned income from entrance to exit of the THP-Plus program under this Agreement.	90%
Percentage of participants who will identify having a stable and positive relationship with at least one adult who is proactive in providing long term support upon THP-Plus program exit.	75%
Annually, the percentage of THP-Plus enrolled participants that will successfully maintain their THP-Plus placement.	75%
Percentage of former participants that will transition from THP-Plus to an identified stable and positive housing.	90%
Percentage of participants that have maintained a stable and positive living situation after THP-Plus program exit (based on a three and six month follow up survey).	70%
Percentage of participants that will exit from THP-Plus with an identified health care provider, or with knowledge of how to access health care (includes services to address physical health, mental health, and substance abuse).	90%
Percentage of participants that will transition from THP-Plus having knowledge of and access to community resources.	90%
Qualitative Indicators	FY18-19 Target
Percentage of participants enrolled in or exiting the THP-Plus program under this Agreement who will report satisfaction or greater with the services received from the Contractor (based on an annual survey administered by the Contractor).	90%
Quantitative Indicators	FY18-19 Target
The minimum number of participants (unduplicated) who will receive THP-Plus services under this Agreement.	36

(End of Exhibit C)

Exhibit D – Child Abuse Prevention and Reporting

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

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

(End of Exhibit D)

Exhibit E – County of San Mateo Fingerprinting Certification Form

DATE:

5/22/18

AGREEMENT WITH:

StarVista

FOR:

Transitional Housing Placement Plus
(THP-Plus) and Aftercare services

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

NAME:

TITLE:

SIGNATURE:

Sara Laros Mitchell, CEO
SLS Mitchell

DATE:

5/22/18

(End of Exhibit E)

Attachment H

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

I. DEFINITIONS

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

- A. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this Agreement shall mean Contractor.
- B. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this Agreement shall mean County.
- C. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- D. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- E. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- F. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- G. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- H. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Business Associate from or on behalf of County.
- I. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- J. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- K. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI *is presumed* to be a breach, unless it can be demonstrated there is a low probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:
 - 1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
 - 2. Identity of the unauthorized person or to whom impermissible disclosure was made;

3. Whether PHI was actually viewed or only the opportunity to do so existed;
 4. The extent to which the risk has been mitigated.
- L. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- M. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- N. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

II. **OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE**

- A. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- B. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- C. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- D. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- E. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- F. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- G. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- H. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- I. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- J. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.

- K. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- L. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- M. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- N. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- O. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- P. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- Q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying Agreement as or required by law.

III. PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

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

IV. OBLIGATIONS OF COUNTY

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

IV. PERMISSIBLE REQUESTS BY COUNTY

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

V. DUTIES UPON TERMINATION OF AGREEMENT

- A. Upon termination of the Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from County, or created, maintained, or received by Business Associate on behalf of County, that Business Associate still maintains in any form. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
- B. In the event that Business Associate determines that returning or destroying Protected Health Information is infeasible, Business Associate shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of the Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

I. MISCELLANEOUS

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

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:

Sam Lando Mitchell

Name of Contractor(s):

StarVista

Street Address or P.O. Box:

610 Elm St. #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:

Sam Mitchell

Title of Authorized Official:

CEO

Date:

5/29/16

*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 disabled person to other providers of those services that are accessible."

Attachment P
Personally Identifiable Information
Requirements for County Contractors, Subcontractors, Vendors and Agents

I. Definitions

Personally Identifiable Information (PII), or Sensitive Personal Information (SPI), as used in Federal information security and privacy laws, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. PII may only be used to assist in the administration of programs in accordance with 45 C.F.R. § 205.40, *et seq.* and California Welfare & Institutions Code section 10850.

- a. **“Assist in the Administration of the Program”** means performing administrative functions on behalf of County programs, such as determining eligibility for, or enrollment in, and collecting context PII for such purposes, to the extent such activities are authorized by law.
- b. **“Breach”** refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to context PII, whether electronic, paper, verbal, or recorded.
- c. **“Contractor”** means those contractors, subcontractors, vendors and agents of the County performing any functions for the County that require access to and/or use of PII and that are authorized by the County to access and use PII.
- d. **“Personally Identifiable Information” or “PII”** is personally identifiable information that can be used alone, or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. PII may be electronic, paper, verbal, or recorded.
- e. **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the County or County's Statewide Automated Welfare System (SAWS) Consortium, or under the control of a contractor, subcontractor or vendor of the County, on behalf of the County.
- f. **“Secure Areas”** means any area where:
 - i. Contractors administer or assist in the administration of County programs;
 - ii. PII is used or disclosed; or
 - iii. PII is stored in paper or electronic format.

II. Restrictions on Contractor re Use and Disclosure of PII

- a. Contractor agrees to use or disclose PII only as permitted in this Agreement and only to assist in the administration of programs in accordance with 45 CFR § 205.50, *et seq.* and California Welfare & Institutions Code Section 10850 or as otherwise authorized or required by law. Disclosures, when authorized or required by law, such as in response to a court order, or when made upon the explicit written authorization of the individual, who is the subject of the PII, are allowable. Any other use or disclosure of PII requires the express approval in writing by the County. No Contractor shall duplicate, disseminate or disclose PII except as allowed in this Agreement.
- b. Contractor agrees to only use PII to perform administrative functions related to the administration of County programs to the extent applicable.
- c. Contractor agrees that access to PII shall be restricted to Contractor's staff who need to perform specific services in the administration of County programs as described in this Agreement.
- d. Contractor understands and agrees that any of its staff who accesses, discloses or uses PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions available under applicable Federal and State laws and regulations

III. Use of Safeguards by Contractor to Protect PII

- a. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides PII received from, or created or received by Contractor on behalf of County, agrees to adhere to the same restrictions and conditions contained in this Attachment PII.
- b. Contractor agrees to advise its staff who have access to PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws and regulations.
- c. Contractor agrees to train and use reasonable measures to ensure compliance by Contractor's staff, including, but not limited to (1) providing initial privacy and security awareness training to each new staff within thirty (30) days of employment; (2) thereafter, providing annual refresher training or reminders of the PII privacy and security safeguards to all Contractor's staff; (3) maintaining records indicating each Contractor's staff name and the date on which the privacy and security awareness training was completed; and (4) retaining training records for a period of three (3) years after completion of the training.
- d. Contractor agrees to provide documented sanction policies and procedures for Contractor's staff who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment when appropriate.

- e. Contractor agrees that all Contractor's staff performing services under this Agreement sign a confidentiality statement prior to accessing PII and annually thereafter. The signed statement shall be retained for a period of three (3) years, and the statement include at a minimum: (1) general use; (2) security and privacy safeguards; (3) unacceptable use; and (4) enforcement policies.
- f. Contractor agrees to conduct a background check of Contractor's staff before they may access PII with more thorough screening done for those employees who are authorized to bypass significant technical and operational security controls. Contractor further agrees that screening documentation shall be retained for a period of three (3) years following conclusion of the employment relationship.
- g. Contractor agrees to conduct periodic privacy and security reviews of work activity, including random sampling of work product by Contractor's staff by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of County's programs and the use and disclosure of PII. Examples include, but are not limited to, access to data, case files or other activities related to the handling of PII.
- h. Contractor shall ensure that PII is used and stored in an area that is physically safe from access by unauthorized persons at all times and safeguard PII from loss, theft, or inadvertent disclosure by securing all areas of its facilities where Contractor's staff assist in the administration of the County's programs and use, disclose, or store PII.
- i. Contractor shall ensure that each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee of Contractor and access is revoked.
- j. Contractor shall ensure that there are security guards or a monitored alarm system at all times at Contractor's facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.
- k. Contractor shall ensure that data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only those authorized by this Agreement. Visitors to any Contractor data centers area storing PII as a result of administration of a County program must be escorted at all times by authorized Contractor's staff.
- l. Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which Contractor staff can transport PII, as well as the physical security requirements during transport.
- m. Contractor shall ensure that any PII stored in a vehicle shall be in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances

permit PII be left unattended in a vehicle overnight or for other extended periods of time.

- n. Contractor shall ensure that PII shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- o. Contractor shall ensure that all workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- p. Contractor shall ensure that servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- q. Contractor agrees that only the minimum necessary amount of PII required to perform required business functions will be accessed, copied, downloaded, or exported.
- r. Contractor shall ensure that all electronic files, which contain PII data is encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- s. Contractor shall ensure that all workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily. In addition, Contractor shall ensure that:
 - i. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
 - ii. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
 - iii. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
 - iv. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- t. Contractor shall ensure that all of its staff accessing Personally Identifiable Information on applications and systems will be issued a unique individual

password that is a least eight (8) characters, a non-dictionary word, composed of characters from at least three (3) of the following four (4) groups from the standard keyboard: upper case letters (A-Z); lower case letters (a-z); Arabic numerals (0-9) and special characters (!, @, #, etc.). Passwords are not to be shared and changed if revealed or compromised. All passwords must be changed every (90) days or less and must not be stored in readable format on the computer or server.

- u. Contractor shall ensure that usernames for its staff authorized to access PII will be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
- v. Contractor shall ensure when no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the Personally Identifiable Information cannot be retrieved.
- w. Contractor shall ensure that all of its systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- x. Contractor shall ensure that all of its systems providing access to PII must display a warning banner stating, at a minimum that data is confidential; systems are logged, systems use is for business purposes only by authorized users and users shall log off the system immediately if they do not agree with these requirements.
- y. Contractor will ensure that all of its systems providing access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII. The audit trail shall be date and time stamped; log both successful and failed accesses be read-access only; and be restricted to authorized users. If PII is stored in a database, database logging functionality shall be enabled. The audit trail data shall be archived for at least three (3) years from the occurrence.
- z. Contractor shall ensure that all of its systems providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- aa. Contractor shall ensure that all data transmissions of PII outside of its secure internal networks must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used. Encryption can be end to end at the network level, or the data files containing PII can be encrypted. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.

- bb. Contractor shall ensure that all of its systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.
- cc. Contractor shall ensure that audit control mechanisms are in place. All Contractor systems processing and/or storing Personally Identifiable Information must have at least an annual system risk assessment/security review that ensure administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection. Review shall include vulnerability scanning tools.
- dd. Contractor shall ensure that all of its systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.
- ee. Contractor shall ensure that all of its systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.
- ff. Contractor shall establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
- gg. Contractor shall ensure its data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- hh. Contractor shall establish documented procedures to backup PII to maintain retrievable exact copies of PII. The documented backup procedures shall contain a schedule which includes incremental and full backups, storing backups offsite, inventory of backup media, recovery of PII data, an estimate of the amount of time needed to restore PII data.
- ii. Contractor shall ensure that PII in paper form shall not be left unattended at any time, unless it is locked space such as a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information. Locked spaces are defined as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use, meaning that there are Contractor's staff and non-Contractor functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.
- jj. Contractor shall ensure that any PII that must be disposed of will be through confidential means, such as cross cut shredding or pulverizing.

- kk. Contractor agrees that PII must not be removed from its facilities except for identified routine business purposes or with express written permission of the County.
- ll. Contractor shall ensure that faxes containing PII shall not be left unattended and fax machines shall be in secure areas. Faxes containing PII shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender. All fax numbers shall be verified with the intended recipient before send the fax.
- mm. Contractor shall ensure that mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery.

IV. Reporting of Breaches Required by Contractor to County; Mitigation

- a. Contractor shall report to County within one business day of discovery, to the County contact listed in this Agreement by email or telephone as listed in the of unsecured PII, if that PII was, or is, reasonably believed to have been accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PII in violation of this Agreement, or potential loss of confidential data affecting this Agreement.
- b. Contractor understands that State and Federal Law requires a breaching entity to notify individuals of a breach or unauthorized disclosure of their PII. Contractor shall ensure that said notifications shall comply with the requirements set forth in California Civil Code section 1798.29, and 42 U.S.C. section 17932, and its implementing regulations, including but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than sixty (60) calendar days.
- c. Contractor agrees to promptly mitigate, to the extent practicable, any harmful effect that is known to Contractor stemming from a use or disclosure of PII in violation of the requirements of this Agreement, including taking any action pertaining to such use or disclosure required by applicable Federal and State laws and regulations.

V. Permitted Uses and Disclosures of PII by Contractor

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

VI. Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with California Welfare and Institutions Code section 10850, as well as any changes to such notice.
- b. County shall notify Contractor of any changes in, or revocation of, permission by Individual to use or disclose PII, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of PII that County has agreed to in accordance with California Welfare and Institutions Code section 10850.

VII. Permissible Requests by County

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

VIII. Duties Upon Termination of Agreement

- a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all PII received from County, or created, maintained, or received by Contractor on behalf of County that Contractor still maintains in any form. This provision shall apply to PII that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PII.
- b. In the event that Contractor determines that returning or destroying PII is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual Agreement of the Parties that return or destruction of PII is infeasible, Contractor shall extend the protections of the Agreement to such PII and limit further uses and disclosures of such PII to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such PII.

IX. Miscellaneous

- a. **Regulatory References.** A reference in this Attachment to a section in the Personally Identifiable Information Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and in accordance 45 CFR § 205.40, *et seq.* and California Welfare and Institutions Code section 10850.
- c. **Survival.** The respective rights and obligations of Contractor under this Attachment shall survive the termination of the Agreement unless and until the PII is destroyed or returned to the County.

- d. **Interpretation.** Any ambiguity in any provision in this Attachment shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Contractor.