

**SUB-RECIPIENT AGREEMENT BETWEEN THE COUNTY OF SAN MATEO  
AND CENTRAL LABOR COUNCIL**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_,  
by and between the COUNTY OF SAN MATEO, hereinafter called "County," and the  
Central Labor Council hereinafter called "Contractor";

**W I T N E S S E T H:**

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

WHEREAS, it is necessary and desirable that Contractor be retained to provide an  
Independent Living Program (ILP) to assist former and current eligible San Mateo County  
foster youth with the transition to independent living and self-sufficiency; and

WHEREAS, the award of this Agreement is made pursuant to:

1. CFDA #: 93.674 Chafee Foster Care Independence Program
2. Federal Data Universal Number: 831354886
3. Federal Award Identification Number: 1901CACILP
4. Federal Award Date: 03/26/19
5. Federal Award Period of Performance: 7/01/19 – 6/30/20
6. Federal Awarding Agency: California Department of Social Services
7. Federal Award Project Description: This county administered, state supervised program offers training, services, and assistance to current and former foster youth to achieve self-sufficiency prior to and after leaving the foster care system.

WHEREAS, County is hereby awarding the following Federal Funds:

1. Amount of Federal funds obligated by this action to sub-recipient:  
\$134,526\* based on FY18-19 allocation, subject to change
2. Indirect Cost Rate for Federal Award: 10%
3. This is not a Research and Development Award

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

**1. Exhibits and Attachments**

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

Exhibit A - Description of Services  
Exhibit B – Payments and Rates  
Exhibit B1 – Budget  
Exhibit C – Reporting and Monitoring Requirements  
Exhibit D - Fingerprinting  
Exhibit E – Child Abuse Reporting  
Attachment I—§ 504 Compliance  
Attachment P – Personally Identifiable Information

**2. Definitions**

- A. “CCR” means the California Code of Regulations.
- B. “CFR” means the Code of Federal Regulations.
- C. “DUNS” means the Data Universal Numbering System, a nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify business entities.
- D. “Cal. Gov. Code” means the California Government Code.
- E. “OMB” means the Office of Management and Budget.
- F. “PCC” means the California Public Contract Code.
- G. “Reimbursable item” means “allowable cost” and “compensable item”.
- H. “State” means the State of California.
- I. “Contractor” means the legal entity that receives funds from the County to carry out part of a federal award identified in this Agreement.
- J. “USC” means the United States Code.
- K. “W & I Code” means the California Welfare and Institutions Code.

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

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

**4. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibits A and C, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall the County’s total fiscal obligation under this Agreement exceed ONE HUNDRED AND SIXTY THOUSAND DOLLARS (\$160,000).

County reserves the right to refuse payment to Contractor or disallow costs for any expenditure, as determined by County to be in conflict with the terms and conditions of this Agreement, outside the scope of work of this Agreement, when adequate supporting documentation is not presented or where prior approval was required but was either not requested or not granted.

The Contractor will submit invoices and monthly program reports to the Human Services Agency (HSA) by the tenth (10<sup>th</sup>) of each month. Program performance data will be submitted in a timely, complete, accurate, and verifiable manner using the HSA approved reporting procedures. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period. Refer to Exhibit B for specific fiscal requirements. Upon notification from County, the Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for June 2020 will be due by July 7, 2020 to facilitate timely payment.

5. Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 1, 2019 through August 31, 2020.
  - A. This Agreement may be terminated by the Contractor, the Director of the Human Services Agency, or designee at any time without a requirement of good cause upon thirty (30) days' written notice to the other party ("Notice of Termination"). The Notice of Termination shall include the effective date of the notice, a description of the action being taken by the County, including the extent of services terminated, the reason for such action, and any conditions of the termination.
  - B. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.
  - C. Termination for Cause. The grounds for termination of this Agreement for cause shall include, but are not limited to, the following:
    - 1) Threat against life, health, or safety of the public (see emergency notice exemption below);

- 2) A violation of the law or failure to comply with any condition of this Agreement;
- 3) Inadequate performance or failure to make progress so as to obstruct or undermine implementation of this Agreement;
- 4) Failure to comply with reporting requirements;
- 5) Evidence that Contractor is in an unsatisfactory financial condition determined by an audit by County or evidence of a financial condition that obstructs or undermines performance of this Agreement and/or results in the loss of other funding sources;
- 6) Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business;
- 7) Appointment of a trustee, receiver, or liquidator for all or substantial part of Contractor's property, or institution of bankruptcy reorganization or the arrangement of liquidation proceedings by or against Contractor;
- 8) Service of any writ of attachment, levy or execution, or commencement of garnishment proceedings against Contractor's assets or income;
- 9) The commission of an act of bankruptcy;
- 10) Finding of debarment or suspension;
- 11) Contractor's organizational structure has materially changed; and
- 12) County determines that Contractor may be considered a "high risk" agency as described in 45 CFR § 92.12 for local government and 45 CFR § 74.14 for non-profit organizations. If such a determination is made, Contractor may be subject to special conditions or restrictions.

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement by Contractor, County shall retain the right to exercise any administrative, contractual, equitable, or legal remedies available without limitation. A waiver by County of any occurrence of breach or default is not a waiver of subsequent occurrences and shall be limited to that particular occurrence.

- D. Contractor's Obligation After Notice of Termination. After receipt of a Notice of Termination, and except as directed by County in writing, Contractor shall proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

Contractor shall:

- 1) Stop work as specified in the Notice of Termination;
- 2) Place no further subcontracts for materials, or services, except to the extent necessary to complete any portion of the Agreement that has not been terminated;
- 3) Terminate all subcontracts to the extent they related to the work terminated; and

- 4) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause).
- E. Emergency Notice Exemption. Notwithstanding any other provision to the contrary in this Agreement, termination of this Agreement shall take effect immediately in the case of an emergency, such as threat to life, health, or safety of the public. In case of such emergency, a Notice of Termination is still required and shall include the date of the notice, a description of the action being taken by County, including the extent of services terminated, the reason for such action, and any condition of the termination.
- F. If Contractor or any of its sub-grantees materially fails to comply with any term of this Agreement, federal, state or local laws, an assurance, state plan or application, notice of award, this Agreement, or any other applicable rule, County may take any or all of the following actions it deems appropriate in the circumstances:
- 1) Temporarily withhold payment for services pending correction of the deficiency by Contractor or its sub-grantee(s);
  - 2) Disallow all or part of the cost of the service, activity, or action not in compliance;
  - 3) Suspend the Agreement in whole or part;
  - 4) Suspend eligibility for future agreements; and/or
  - 5) Pursue other remedies that may be legally available or identified in the Agreement.

## **6. Availability of Funds**

Notwithstanding the provisions for termination in paragraph 5 above, County may terminate this Agreement or any portion of the services referenced in the Attachments and Exhibits based upon unavailability of Federal, State, or County funds, by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding. Such termination shall be effective immediately unless otherwise agreed upon by County and Contractor in writing.

## **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 Contractor acquires none 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 thereof to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement.

- A. Contractor will assure that any authorized subcontracts with a third party for services complies with all terms and conditions set forth in this Agreement and pursuant to the requirements of applicable federal, state, and local law, including but not limited to Title 2 of the Code of Federal Regulations ("CFR").
- B. Debarment and Suspension: Contractor will assure that as provided in CFR, Title 2 as applicable, that it must not award subcontracts at any time to any party that is debarred or suspended or is otherwise excluded from or ineligible for participation in federal assistance programs.

- C. Procurement of Sub-contractors: Contractor's procurement procedures must conform to applicable federal, state, and local law including procedures outlined in Title 2 of the CFR. In the event of any conflict between federal, state, and local requirements, the most restrictive requirement must be applied.
- D. Monitoring: Contractor will be responsible for managing and monitoring routine operations of services performed under this Agreement including each project, program, sub grants or any other function supported by Contractor's sub-contractors/sub-grantees, to ensure compliance with all applicable terms and conditions of this Agreement, including the requirements in Title 2 of the CFR. If Contractor at any time discovers that services under this Agreement have not been used in accordance with the terms and conditions of this Agreement including federal, state, and local law, Contractor will take action to recover such funding.
- E. Duties as Pass-through Entity: Contractor must perform functions required under federal, state, and local law for a pass-through entity when awarding any part of this Agreement to other third party entities.

**10. Payment of Permits/Licenses**

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

**11. Insurance**

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.

- A. **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, (a) that 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) that it will comply with such provisions before commencing the performance of work under this Agreement.
- B. **Liability Insurance.** Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:
- 1) Comprehensive General Liability.....\$1,000,000
  - 2) Motor Vehicle Liability Insurance.....\$1,000,000

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

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

## 12. **Compliance with Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable federal, state, and local laws,



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

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

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

A. Standards for financial management systems

Contractor and its sub-contractors/grantees will comply with the requirements of CFR, Title 2 including, but not limited to: fiscal and accounting procedures; accounting records; internal control over cash, real and personal property, and other assets; budgetary control to compare actual expenditures or outlays to budgeted amounts; source documentation; and cash management.

B. Period of availability of funds

Pursuant to CFR, Title 2 as applicable, Contractor may only charge to this Agreement costs resulting from obligations incurred during the funding period of the federal and state awards for the term specified in this Sub Recipient Agreement, unless carryover of these balances is specifically identified in the payment section of this Agreement. All obligations incurred under this Agreement must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.

C. Matching or cost sharing

Pursuant to CFR, Title 2 as applicable, matching or cost sharing requirement applicable to the federal program must be satisfied by disbursements for

allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable federal, state, and local laws.

D. Program income

Program income must be used and accounted for as specified in CFR, Title 2.

E. Real Property

If Contractor is authorized to use funds pursuant to this Agreement for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of CFR, Title 2.

F. Equipment

Title, use, management (including record keeping, internal control, and maintenance) and disposition of equipment acquired by Contractor or its sub-contractors/grantees with federal funding awarded under this Agreement will be governed by the provisions of CFR, Title 2, as applicable.

G. Supplies

Title and disposition of supplies acquired by Contractor or its sub-contractor with federal funding pursuant to this Agreement will be governed by the provisions of CFR, Title 2, as applicable.

**13. Non-Discrimination and Other Requirements**

Contractor shall comply with all applicable anti-discrimination federal, state, and local law, including the laws referenced in the Contractor Certification Clauses (CCC 307) which are hereby incorporated by reference. In addition, Contractor shall comply with the following:

A. Equal Access to Federally Funded Benefits, Programs, and Activities

Contractor shall ensure compliance with Title VI of the Civil Rights Acts of 1964 [42 USC § 2000d; 45 CFR Part 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

B. Equal Access to State-Funded Benefits, Programs, and Activities

Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code §§ 11135 to 11139.5; 22 CCR § 98000, *et seq.*, which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323, Chapter 182, Statutes of 2006].

C. Americans with Disabilities Act of 1990

Contractor shall ensure compliance with the Americans with Disabilities Act (ADA) which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC § 12101, *et seq.*]

D. 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.

E. 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.

F. 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 handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

G. Compliance with County's Equal Benefits Ordinance

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

H. Discrimination Against Individuals with Disabilities

Contractor shall comply fully with the nondiscrimination requirements of 41 CFR § 60-741.5(a), which is incorporated herein as if fully set forth.

I. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment

Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of County.

J. 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 Agreement. Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

- 1) Termination of this Agreement
- 2) Disqualification of Contractor from bidding on or being awarded a County contract for a period of up to 3 years
- 3) Liquidated damages of \$2,500 per violation and/or
- 4) 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.

In compliance with Cal. Gov. Code § 11019.9, Civil Code §1798, *et seq.*, Management Memo 06-12 and Budget Letter 06-34, Contractor will ensure that confidential information is protected from disclosure in accordance with applicable laws, regulations, and policies.

Contractor shall adhere to 48 CFR § 3.908, implementing section 828, entitled "Pilot Program for Enhancement of Contractor Whistleblower

Protections,” of the National Defense Authorization Act (NDAA) for Fiscal Year 2013 (Pub. L. 112-239, enacted January 2, 2013).

**14. Compliance with Contractor Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County’s Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that Contractor may deduct from an employee’s regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: “For purposes of San Mateo County’s jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County’s Ordinance Code.” The requirements of Chapter 2.85 do not apply if this Agreement’s total value listed in Section 4 above, is less than one-hundred thousand dollars (\$\$100,000), but Contractor acknowledges that Chapter 2.85’s requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

**15. Retention of Records, Right to Monitor and Audit**

- A. Contractor shall maintain all required records for seven (7) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of County, a Federal grantor agency, and the State of California. Records must include sufficient detail to disclose: services provided to program participants; administrative cost of services provided to program participants; charges made and payments received for items identified in the provision of services to program participants and administrative cost of services provided to program participants; and cost of operating organizations, agencies, programs, activities and functions as prescribed in CFR, Title 2.
- B. Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State, and local agencies, and as required by 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 representatives, 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.
- D. Contractor shall provide for timely audits as required by CFR, Title 2, unless a waiver has been granted by a federal agency. Subject to the threshold requirements of CFR, Title 2, Contractor must ensure that it has an audit with a scope that covers funds received under this Agreement.

Contractor must send one (1) copy of the final audit report to County contact shown in Section 18 of this Agreement within two (2) weeks of Contractor's receipt of any such audit report. Contractor agrees to take prompt action to correct problems identified in any such audit including federal, state, County or local authority having audit authority.

Contractor agrees to promptly reimburse County for any funds County pays Contractor or any sub-contractor/grantee of Contractor for an adverse audit finding, adverse quality control finding, final disallowance of federal financial participation, or other sanction or penalty for which County is responsible for under this Agreement.

Contractor shall take prompt corrective action, including paying amounts resulting from any adverse findings, sanction or penalty, if County or any federal agency, or other entity authorized by federal, state, or local law to determine compliance with conditions, requirements, and restrictions applicable to the federal program from which this Agreement is awarded, determines compliance has not been achieved.

## **16. Merger Clause & Amendments**

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

**17. Controlling Law and Venue**

The validity of this Agreement and of its terms or provisions, 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 rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**18. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement including Contractor's change of legal name, main address, or name of Director, shall be deemed to be properly given when both: (1) 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: John Fong, Human Services Manager II  
Address: 2415 University Ave 3rd Floor, East Palo Alto, CA 94303  
  
Telephone: 650-599-7412  
Email: JFong@smcgov.org

In the case of Contractor, to:

Name/Title: Dillon Savory  
Address: 1777 Borel Place, Ste. 500 San Mateo, CA 94402  
  
Telephone: (559) 269-0165  
Facsimile: (650) 581-0057  
Email: [dsavory@myunionworks.com](mailto:dsavory@myunionworks.com) w/ copy to  
[eva@regenerateca.org](mailto:eva@regenerateca.org)

**19. 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.

**20. Conflict of Interest**

- A. Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that County determines that a conflict of interest exists, funds may be disallowed by County and such conflict may constitute grounds for termination of the Agreement.
- B. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

**21. Debarment, Suspension, and Other Responsibility Matters**

- A. Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency [45 CFR § 92.35];
  - 2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
  - 4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.



- B. Contractor shall report immediately to County contact identified in paragraph 18, Notices in writing any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor.
- C. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.
- D. Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors' debarment/suspension status.

**22. Contractor's Staff**

- A. Contractor shall maintain adequate staff to meet Contractor's obligations under this Agreement.
- B. This staff shall be available to the State and County for training and meetings, as necessary. Contractor shall make every effort to have a representative in attendance at scheduled meetings.

**23. Lobbying Certification**

Contractor, by signing this Agreement, hereby certifies to the best of his or her knowledge and belief, that:

- A. No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and

contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly.

- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352.
- E. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**24. Commencement of Work**

Should Contractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk or as a mere volunteer and may not be reimbursed or compensated. County has no legal obligation unless and until this Agreement is approved.

**25. Records**

- A. Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing audit resolution in accordance with Section 28 of this document. This includes the following: letters of agreement, insurance documentation, Memorandums and/or Letters of Understanding, client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to County. All records pertaining to this Agreement must be made available for inspection and audit by County and State or its duly authorized agents, at any time during normal business hours.

All such records must be maintained and made available by Contractor: (a) until an audit has occurred and an audit resolution has been issued by the State or unless otherwise authorized in writing by County; (b) for a longer period, if any, as is required by the applicable statute or by any other clause of this Agreement or by B and C below or (c) for a longer period as County deems necessary.

- B. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in subsection A above. Contractor shall ensure that any resource directories and all client records remain the property of County upon

termination of this Agreement, and are returned to County or transferred to another Contractor as instructed by County.

- C. In the event of any litigation, claim, negotiation, audit exception, or other action involving Contractor's records, all records relative to such action shall be maintained and made available until every action has been cleared to satisfaction of County and so stated in writing to Contractor.
- D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by County under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR §200.302, the expenditures will be questioned in the audit and may be disallowed by County during the audit resolution process.
- E. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

**26. Access**

Contractor shall provide access to the federal, state, or County agency, Bureau of State Audits, the Controller General of the United States, or any of their duly authorized federal, state, or County representative to any books, documents, papers, records, and electronic files of Contractor which are directly pertinent to this Agreement for the purpose of audit, examination, excerpts, and transcriptions.

**27. Monitoring and Evaluation**

- A. Authorized state and County representatives shall have the right to monitor and evaluate Contractor's administrative, fiscal, and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, policies, procedures and procurement, audits, inspections of project premises, inspection of food preparation sites, and interviews of project staff and participants.
- B. Contractor shall cooperate with the state and County in the monitoring and evaluation processes, which include making any Administrative program and fiscal staff available during any scheduled process.
- C. Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, or grant agreements monitoring reports, and all other pertinent records until an audit has occurred

and an audit resolution has been issued or unless otherwise authorized in writing by County.

**28. Audit**

- A. Contractor shall arrange for an audit to be performed pursuant to such amounts as specified by the Single Audit Act of 1984 (Public Law 98-502), the Single Audit Act Amendments of 1996 (Public Law 104-156), and 2 CFR §§ 200.501 to 200.521 [formerly OMB Circular A-133].

A copy shall be submitted to:

Name/Title: John Fong, Human Services Manager II  
Address: 2415 University Ave 3<sup>rd</sup> Floor, East Palo Alto, CA 94303  
Telephone: 650-599-7412  
Email: JFong@smcgov.org

The copy shall be submitted within the earlier of 30 days after receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the appropriate Catalog of Federal Domestic Assistance (CFDA) number.

For State contracts that do not have CFDA numbers, Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through County.

- B. Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for County and State for review. The fiscal summary for this Agreement is included in Exhibit B.
- C. Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements.

Contract resolution shall include:

- 1) Ensuring that a subcontractor that has expended amounts requiring an audit during Contractor's fiscal year has met the audit requirements of 2 CFR §§ 200.501 to 200.521 [formerly OMB Circular A-133] as summarized herein;
- 2) Issuing a management decision on audit findings within six months after receipt of the subcontractor's single-audit report and/or other type of audit and ensuring that the subcontractor takes appropriate and timely corrective action;
- 3) Reconciling expenditures reported to County to the amounts identified in the single audit or other type of audit, if the subcontractor was not subject to the single-audit requirements. For a subcontractor who was not required to obtain a single audit and who did not obtain another type of audit, the reconciliation of expenditures reported to County must be accomplished by the performance of alternative procedures (e.g., risk assessments [2 CFR § 200.331], documented review of financial statements, documented expense verification, including match, etc.);
- 4) When alternative procedures are used, the subcontractor shall perform financial management system testing which provides, in part, for the following:
  - i. Accurate, current, and complete disclosure of the financial results of each federal award or program;
  - ii. Records that identify adequately the source and application of funds for each federally funded activity;
  - iii. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes;
  - iv. Comparison of expenditures with budget amounts for each federal award;
  - v. Written procedures to implement the requirements of 2 CFR 200.305; and
  - vi. Written procedures for determining the allowance of costs in accordance with 2 CFR Part 200, Subpart E-Cost Principles. 2 CFR § 200.302]
- 5) The subcontractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents; and
- 6) Determining whether the results of the reconciliations performed require adjustment of the subcontractor's own records.

- D. County shall ensure that Contractor's single-audit reports meet 2 CFR Part 200-Subpart F-Audit Requirements [formerly OMB Circular A-133] requirements:
- 1) Performed timely - not less frequently than annually and a report submitted timely. The audit is required to be submitted to County within 30 days after Contractor's receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first [2 CFR § 200.512];
  - 2) Property procured – use procurement standards for auditor selection [2 CFR § 200.509];
  - 3) Performed in accordance with General Accepted Government Auditing Standards [2 CFR § 200.514];
  - 4) All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs [2 CFR § 200.515]; and
  - 5) Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F- Audit Requirements [formerly OMB Circular A-133 Compliance Supplement].
- E. Contractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards; County shall have access to all audit reports and supporting work papers, and County has the option to perform additional work, as needed.
- F. A reasonably proportionate share of the costs of audits required by, and performed in accordance with, the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
- 1) Any costs when audits required by the Single Audit Act and 2 CFR Part 200, Subpart F-Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
  - 2) Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR Part 200, Subpart F-Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.

- 3) The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.

G. Contractor shall cooperate with and participate in any further audits which may be required by County.

**29. Dissolution of Entity**

Contractor shall notify County immediately of any intention to discontinue existence of the entity or to bring an action of dissolution.

**30. Information Integrity and Security**

**A. Information Assets**

Contractor shall have in place operational policies, procedures, and practices to protect State information assets, (i.e. public, confidential, sensitive and/or personal information) as specified in the State Administrative Manual Section 5300 to 5365.3, Cal. Gov. Code § 11019.9, DGS Management Memo 06-12, and DOF Budget Letter 06-34.

Information assets include (but are not limited to):

- 1) Information collected and/or accessed in the administration of County programs and services; and
- 2) Information stored in any media form, paper or electronic.

**B. Encryption on Portable Computing Devices**

Contractor is required to encrypt data collected under this Agreement that is confidential, sensitive, and/or personal including data stored on portable computing devices (including but not limited to, laptops, personal digital assistants, notebook computers, and backup media) and/or portable electronic storage media (including but not limited to, discs and thumb/flash drives, portable hard drives and backup media).

**C. Disclosure**

- 1) Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations, and State and County policies. The requirement to protect information shall remain in force until superseded by laws, regulations. or policies.
- 2) Contractor shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for de-identified statistical information.

- 3) "Identifying information" shall include, but not be limited to, name, identifying number, social security number, state driver's license or state identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
- 4) Contractor shall not use such identifying information in paragraph 3 above for any purpose other than carrying out Contractor's obligations under this Agreement.
- 5) Contractor shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than County without prior written authorization from County. Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

D. Health Insurance Portability and Accountability Act (HIPAA)

Contractor agrees to comply with the privacy and security requirement of HIPAA to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.

**31. Security Incident Reporting**

A security incident occurs when information assets are accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. Contractor must report all security incidents to County contact identified in paragraph 18, Notices immediately upon detection.

**32. Notification of Security Breach to Data Subjects**

- A. Notice must be given by Contractor to County and any data subject whose personal information could have been breached.
- B. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation or when necessary measures to restore system integrity are required.
- C. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.

**33. Software Maintenance**

Contractor shall apply security patches and upgrades and keep virus software up-to-date on all systems on which State and County data may be used.



**34. Electronic Backups**

Contractor shall ensure that all electronic information is protected by performing regular backup of automated files and databases, and ensure the availability of information assets for continued business. Contractor shall ensure that any portable electronic media used for backups is encrypted.

**35. Rights in Data**

- 1) Contractor shall not publish or transfer any materials, as defined in subsection 2 below, produced or resulting from activities supported by this Agreement without the express written consent of County. That consent shall be given or the reasons for denial shall be given and any conditions under which it is given or denied within 30 days after the written request is received by County. County may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit contractors from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
- 2) As used in this Agreement, the term "subject data" means writing, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration. Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
- 3) Subject only to the provisions of this section, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

**36. Transition Plan**

- A. Contractor shall submit a transition plan to County within 10 days of delivery of a written Notice of Termination. The transition plan must be approved by County and shall at a minimum include the following:
  - 1) Description of how clients will be notified about the change in their service provider;
  - 2) A plan to communicate with other organizations that can assist in locating alternative services;

- 3) A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals;
- 4) A plan to evaluate clients in order to assure appropriate placement;
- 5) A plan to transfer any client records to a new contractor;
- 6) A plan to dispose of confidential records in accordance with applicable laws and regulations;
- 7) A plan for adequate staff to provide continued care through the term of the contract;
- 8) A full inventory and plan to dispose of, transfer, or return all equipment purchased with contract funds during the entire operation of the contract; and
- 9) Additional information as necessary to effect a safe transition of clients to other community service providers.

B. Contractor shall implement the transition plan as approved by County. County will monitor Contractor's progress in carrying out all elements of the transition plan.

C. If Contractor fails to provide a transition plan, Contractor will implement a transition plan submitted by County to Contractor following the Notice of Termination.

**37. Emergency Preparedness**

Contractor agrees to assist County in emergency planning and response by providing County client-specific information, as requested by County.

**38. 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 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.

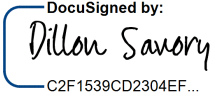
**39. Program Changes**

Contractor agrees to inform County of any alteration in program or service delivery at least thirty (30) days prior to the implementation of the change, or as soon as reasonably feasible. Notification includes, but is not limited to, service closures due to special events, holidays, cleaning, construction, staff changes.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands. Execution of this Agreement by Contractor certifies that

Contractor is compliant with all terms and certifications referenced within the Agreement, Exhibits and Attachments.

**For Contractor:** Central Labor Council

 <small>C2F1539CD2304EF...</small>	8/28/2019   11:51 AM PDT	Dillon Savory
Contractor Signature	Date	Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

## **Exhibit A**

In consideration of the payments set forth in Exhibit B, and based on the budget shown in Exhibit B1, Contractor will provide the following services:

### **I. PROGRAM OVERVIEW**

The Independent Living Program (ILP), authorized by the Foster Care Independence Act of 1999 (Public Law 106-169), provides training, services, and benefits to assist current and former foster youth in achieving self-sufficiency prior to, and after leaving, the foster care system. The core services are based on the youth's individual needs and goals as described in their Transitional Independent Living Plan (TILP) and are designed to assist youth with: education, career development, financial budgeting skills, health, safety, housing, and permanency.

### **II. TARGET POPULATION**

Current and former foster youth and young-adults ages 14-21 will be eligible for services. The youth and young-adults may live in San Mateo County, Santa Clara County, San Francisco County, Alameda County, or Contra Costa County. This includes single, pregnant, and/or parenting youth. All services must be culturally responsive to all cultures, genders, and communities, including Lesbian, Gay, Bisexual, Trans-gender, and Questioning youth (LGBTQ).

### **III. CORE ILP SERVICES**

A. Through workshops and individual case management and as outlined in the CDSS Manual of Policies and Procedures, Section 31-525.8, provide the following core services based on identified individual needs and goals as documented in the youth's TILP:

1. Education: skill development, assistance and referrals to obtain literacy skills, high school diploma/GED, and post-secondary education, experiential learning, and computer skills. CLCP will work closely with each youth's San Mateo County Educational Liaison, school counselor, social worker, caregiver, teachers, County ILP staff, Foster Youth Education and Employment Services Program providers, and teachers to ensure they remain on track to complete high school, and assist youth to enroll in post-secondary education, to include college and vocational programs;
2. Career development: assistance and referral to obtain career exploration, work readiness and responsibility skills, employment development, employment experience, vocational training, apprenticeship opportunities, job placement, and retention. CLCP will

link youth to services provided under the Foster Youth Education and Employment Services Program, and other employment services provided throughout the County, to include but not limited to, services provided by NOVA Job Center in San Mateo for those youth over the age of 18 years old;

3. Assistance and referral to promote health (including mental health) and safety skills including, but not limited to, substance abuse prevention, smoking cessation, pregnancy prevention, and nutrition education;
4. Referral to available mentors and mentoring programs. CLCP will hold a monthly drop in event at the CLCP office at 1777 Borel Place, STE 500 in San Mateo, California. During this time, youth can access community partners and providers in education (education specialists, counselors, trade/college advisors), employment (career advisors, local business operators), life skills (financial advisors, public health nurses, nutritionists), and peer mentorship (current/former foster youth);
5. Daily living skills: information on and practical, hands-on experiences and training in financial management and budgeting; personal responsibility skills; self-advocacy; household management; consumer and resource use; survival skills; and obtaining vital records;
6. Financial resources: information and referrals regarding financial assistance if applicable, including, but not limited to, incentives, stipends, savings and trust fund accounts, educational/vocational grants, Cal Grants, the Chafee ETV Program, Employment Development Departments, One-Stop Career Centers, Workforce Investment Opportunity Act funding and programs, other employment programs and other forms of public assistance including, but not limited to, CalWORKs, Food Stamps (CalFresh), and Medi-Cal; and
7. Housing information, including, but not limited to, training and referrals about transitional housing programs; federal, state and local housing programs; and landlord/tenant issues. CLCP will include content on related housing topics such as: how to search for housing (transitional housing programs, federal, state and local programs), how to apply for housing (application process, documentation, presentation), maintaining a household (budgeting), and how to navigate tenant/landlord issues.

#### **IV. OUTREACH, ENGAGEMENT AND TRAINING:**

- A. Conduct outreach and engagement to eligible youth through social media, printed flyers, monthly newsletters, communication to social workers and

probation officers, and through collaboration with other community-based youth-service providers.

- B. All outreach, workshop, and event flyers will be developed by Contractor and shall be sent to the Children and Family Services (CFS) ILP Coordinator for review prior to release and distribution.
- C. Non-engaged youth will be contacted on a monthly basis and engagement efforts will be documented. These efforts will include outreach to the youth's social worker and caretaker.
- D. Provider will conduct an ILP orientation at the beginning of each school year in September.
- E. Planning for and hosting trainings, conferences, and retreats for youth, CFS staff, community/agency providers, and caregivers/supervisors to provide information, education, and/or training related to the ILP service categories and/or the youth participant's needs.
- F. Provider will host two ILP events per year at a maximum of \$2,500 each for 50 participants each or one large event at a maximum of \$5,000 per year for 100 participants. This budget is for direct event operational expenses such as venue, supplies, keynote, entertainment, etc. and does not include staff time. Events must be planned in coordination with the San Mateo County Children and Family Services ILP team. An event(s) budget(s) including personnel and operational expenses must be included as part of this proposal.
- G. Contractor will coordinate and/or participate in CFS and community advisory boards and committees that address ILP issues, to include but not limited to: Foster Youth Advisory Board (FYAB), California Youth Connection (CYC), and Transition Age Youth (TAY) Summit Youth Ambassadors.
- H. Contractor will actively provide structured youth leadership and peer to peer learning opportunities in alignment with ILP service categories.

**V. ASSESSMENT AND CASE MANAGEMENT:**

- A. Work with the San Mateo County Children & Family Services ILP coordinator to support case management, mentorship, and engagement with the youth.
- B. Conduct initial strengths and needs assessment of each ILP youth participant.
- C. Work in coordination with the ILP Coordinator, assigned Social Worker

and/or Probation Officer, the youth, and his/her caregivers to support and inform the Transitional Independent Living Plan (TILP). CLCP will review each youth's TILP which will be provided upon referral to the program and every 3 months subsequently. Updates and case notes will be sent to the San Mateo County Children & Family Services ILP Coordinator, and the youth's assigned social worker or probation officer each time the TILP is reviewed.

- D. Create an ILP action plan with each youth, outlining priority objectives and goals and corresponding services and support provided by CLCP.
- E. Initiation of regular and active communication and coordination with each youth's assigned social worker/probation officer. The assigned social worker/probation officer will at minimum, receive monthly updates via phone call, email, or in-person meeting regarding each youth's participation with ILP.
- F. Referral of youth to substance abuse programs, as appropriate.
- G. Provision of services to pregnant and/or parenting youth.
- H. Provision for services to Lesbian, Gay, Bisexual, Trans-gender, and Questioning youth (LGBTQ).
- I. Referral to, and coordination with, mentors and mentoring programs.
- J. Assistance in establishing, for each youth, at least one life-long adult mentor.
- K. Offer services in other languages to meet the community needs (Spanish).
- L. Transitional linkage and referral services for youth that no longer meet eligibility for the program, to include, but not limited to, referral to NOVA Job Center or other employment services for youth over the age of 18.

**VI. MONTHLY LIFE SKILLS WORKSHOPS AND COACHING:**

- A. Group workshops will take place twice monthly for youth ages 14-18 held at two separate locations that are easily accessible by public transportation. Workshops will be held on the 2<sup>nd</sup> and 4<sup>th</sup> Wednesdays of each month from 4:30pm – 6:00pm, at a North County location and a Central/South County location.
  - 1. Feedback from youth must be solicited and quarterly surveys must be administered to obtain information on areas of identified interest or need related to workshop topics.
  - 2. An outline of proposed workshop topics and curriculum must be submitted to CFS at least one quarter in advance.

3. An evidence-informed/research-informed pre- and post- assessment tool must be administered at each workshop to gauge the youth participant's learning and takeaway from each workshop.
  4. Workshops will be interactive and engaging for the youth, including hands-on, experiential learning opportunities.
  5. Workshop topics shall be appropriate for the target population's developmental level and circumstances, and shall focus on the 18 ILP service categories including: needs assessment, mentoring, education, education post-secondary, financial education, career/job guidance, employment/vocational training, money management, consumer skills, health care, room and board financial assistance, transitional housing, home management, parenting skills, interpersonal/social skills, other financial assistance, transportation, and other issuing of stipends or incentives. Categories will be combined to form the following core sections: Life-Skills, Building Community (Networking), Education, and Employment. CLCP will conduct a series of workshops each quarter focusing on each unique section, over the course of the year.
  6. Enrollment and attendance numbers shall not impact the scheduling/frequency of workshops. Each youth in attendance will be afforded a meaningful workshop session and ILP services. Meals will be provided by CLCP at each workshop.
  7. For youth ages 16-18, the program must include strategies to prepare the youth to transition into adulthood such as assistance in obtaining a California identification card and/or driver's license, identifying and enrolling in driver's education and training program, preparing the youth for transitional housing, etc.
- B. One-on-one mentoring/coaching sessions will be held separately for the youth ages 18-21 in extended foster care (AB12).
1. The young-adult's feedback must be solicited in the development of the mentoring/coaching session topics. During the initial strengths and needs assessment, the CLCP case manager will review the young adult's TILP and request feedback on which goals they would like to prioritize and assist the young adult in development of an individualized plan.
  2. An evidence-informed/research-informed pre- and post- assessment tool must be administered at intake to gauge the young-adult participant's learning of core independent living skills and competencies. This will be administered with each participant every 90 days by CLCP, and prior to exiting the program.
  3. One-on-one mentoring/coaching session topics shall be appropriate for the target populations' developmental level and circumstances and shall focus on the 18 ILP service categories including: needs assessment, mentoring,



education, education post-secondary, financial education, career/job guidance, employment/vocational training, money management, consumer skills, healthcare, room and board financial assistance, transitional housing, home management, parenting skills, interpersonal/social skills, other financial assistance, transportation, and other issuing of stipends or incentives.

**VII. CASE COORDINATION WITH CFS AND OTHER PROVIDERS:**

- A. Services must be coordinated with other providers including, but not limited to, County contracted providers, California Youth Connection, community based organizations (including FYEESP providers funded under Measure K), private businesses and organizations, and other County departments (including, but not limited to, Behavioral Health and Recovery Services, Alcohol and Drug Services, Public Health, Probation Department, community colleges, and the Office of Education).
- B. Services must be coordinated with agencies in other counties for the provision and documentation of ILP services for San Mateo County youth residing in other counties and for the provision and documentation of ILP services to youth from other counties residing in San Mateo County. Contractor will document each youth's engagement in ILP services on a monthly basis.
- C. Contractor will develop strategies for and provide education to the youth and young-adults who may no longer qualify for ILP services or other programs available to them, such as Transitional Housing Placement Plus.

**VIII. DATA COLLECTION AND ENTRY**

- A. Collect and track data of ILP participation as required by CDSS in order to complete all required reports, including National Youth in Transition Database ("NYTD") data collection, annual ILP narrative and ILP statistical reports and revisions or additions as required by CDSS and or County;
- B. Assist youth identified to participate in the NYTD surveys, including access to computers and NYTD internet websites;
- C. Provide incentive payments administered by San Mateo County Children & Family Services for approved youth participating in the NYTD follow-up survey and approved youth participating in NYTD surveys.
- D. Contractor will provide monthly reports and case notes on each ILP eligible youth that will include workshops attended, one-on-one coaching, and engagement efforts. Case notes will be kept physically and electronically on file at the CLCP office. Case notes will include: date, time, action and

ILP service provided, and will be sent to San Mateo County Children & Family Services ILP coordinator on a monthly basis.

**IX. ADDITIONAL REQUIREMENTS**

**A. Fingerprinting, Background Checks, & License Verification Requirements**  
(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, volunteers or anyone who perform services under this Agreement.
2. 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.
3. Contractor must have a process in place for receiving, assessing, and addressing criminal records.
4. Contractor will submit, upon execution of this Agreement, a copy of the organization's fingerprinting policies and procedures.

**B. Child Abuse Reporting**

Contractor, its consultants, subcontractors, and volunteers are required to report any known or suspected neglect, abuse, or violation that involves a child to the County contact listed in this Agreement as soon as they learn of the incident as well as the child abuse hotline shown below. Notwithstanding Section V. A (Intake) of this Agreement, failure to report any such incident may result in immediate termination of this Agreement. Child Abuse and Neglect Hotline: 1-800-632-4615.

**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, 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.

## **Exhibit B**

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

1. Pursuant to CFR, Title 2, as applicable, Contractor may only charge to this Agreement costs resulting from obligations incurred during the funding period of the federal and state awards for the term specified in Section 5 of this Agreement, unless carryover of these balances is specifically identified in the payment section of this Agreement.
2. All obligations incurred under this Agreement must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to federal law.
3. Payments to Contractor will be on a cost-reimbursement basis. Payments for services will not exceed the total Agreement obligation provided in Section 4 of the Agreement.
4. County has the option to adjust funding across line items in the budgets shown in Exhibit B1, to meet 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 and is acceptable under federal guidelines for the services of this Agreement.
5. The County reserves the right to withhold payments if County determines that the quality or quantity of the work performed is unacceptable. County will consider Contractor's performance as being acceptable for the purposes of full payment if Contractor meets at least 90% of each of the targeted outcomes as outlined in Exhibit C. If the Contractor does not meet at least 90% of each of the targeted outcomes as outlined in Exhibit C, County may consider the work unacceptable and may withhold all or part of Contractor's total payment.
6. All services performed by Contractor must support work shown in Exhibit A. Services not in compliance with the Agreement may be deemed as disallowed costs. The County is not responsible for payments of services not in compliance with the Agreement.
7. Contractor will invoice County monthly for actual costs incurred for services shown in Exhibit A and based on budgets shown in Exhibit B1.
8. Contractor will submit invoices for each program service as shown in Exhibit A. Each invoice must include: program service (ILP), invoice number, date, Agreement number, cost incurred detailed by line item in reference to, but not limited to: salaries, fringe benefits, travel, equipment, supplies and any other functions or services included in the cost to perform services under this

Agreement. Invoices must also include the cumulative amount to date.

9. Invoices must be submitted by the 10<sup>th</sup> day of the month following the previous billing period (e.g. invoice date for services rendered May 1 – May 31 are due by June 10<sup>th</sup>).
10. Contractor will email invoices to the CFS Contract Manager ([JFong@smcgov.org](mailto:JFong@smcgov.org)) with a copy to the Administrative Secretary ([RMDiaz@smcgov.org](mailto:RMDiaz@smcgov.org)).
11. The final invoice for each program service must be clearly marked “Final”. The final invoice must be submitted within 10 days of the expiration date of this Agreement shown in Section 5 of the Agreement. The final invoice must include the following certification: “Payment of this invoice constitutes complete satisfaction of all County obligation under Agreement number \_\_\_\_\_ and constitutes the completion of all services by the Sub Recipient. County is hereby released from all further claims and obligations for this Agreement upon payment of this final invoice.”
12. County will pay Contractor upon receipt and approval of invoices, and in accordance with the terms of this Agreement and federal, state, and local laws.

**Exhibit B1****Budget**

CLC Partnership Foster Youth Employment Services			
Expense		STAFFING DETAILS	
		general units - units funded partially or	
		STAFFING DETAILS	
Direct Personnel Expense	Cost to ILP Contract	% Attributed this Contract	cost for these FTE
Achievement Navigator	\$ 83,520	100%	\$ 83,520
Achievement Resource Specialist	\$ 18,000	34%	\$ 18,000
Program Director-(Operations)	\$ 12,480	9%	\$ 12,480
Payroll Taxes	\$ 10,260	38%	\$ 10,260
Benefits (Direct Labor) (For 2-staff)	\$ 8,280	100%	\$ 8,280
<b>subtotal personnel</b>	<b>\$ 132,540</b>	<b>2.81</b>	<b>\$ 132,540</b>
<b>Operating Expenses</b>			
Supplies (postage)	\$ 1,600		
Rent	\$ -		
Utilities	\$ -		
Phones (internet)	\$ -		
Mileage/Travel Reimbursement	\$ 1,600		
Materials / Printing	\$ 400		
Equipment (copier lease)	\$ -		
Training	\$ 1,500		
Miscellaneous (Events 2x \$2,500)	\$ 5,000		
Indirect (10%)	\$ 14,545		
Outside Svcs/Supp (audit, insurance, payroll, HR)	\$ 2,815		
<b>subtotal operating expenses</b>	<b>\$ 27,460</b>		
<b>Admin Expense</b>			
Administrative expense <i>(note costs are pooled and allocated to sites; not allocated to sites by admin overhead and accounting)</i>	\$ -		
<b>subtotal admin expense</b>	<b>\$ -</b>		
<b>Total Expenses</b>	<b>\$ 160,000</b>		

### **Exhibit C**

#### **Performance and Financial Monitoring & Reporting Requirements**

Pursuant to all terms and conditions of the Agreement and services described in Exhibit A, Contractor will provide the following reporting and monitoring information.

1. **Audits:**

Sub Recipient agrees to provide for timely audits as required by OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Final Guidance"), unless a waiver has been granted by a federal agency. Subject to the threshold requirements of 45 CFR § 74.26 and 45 CFR § 92.26, as applicable, and OMB's Final Guidance, Contractor must ensure that it has an audit with a scope as provided in OMB's Final Guidance that covers funds received under this Agreement. Contractor must send one (1) copy of the final audit report to County contact shown in Section 18 of this Agreement within two (2) weeks of Contractor's receipt of any such audit report. Contractor agrees to take prompt action to correct problems identified in any such audit including federal, state, County or local authority having audit authority.

2. **Performance Monitoring & Reporting:**

- A. Contractor will comply with reporting requirements through the System for Award Management ("SAM") as it pertains to required disclosures and frequency thereof as outlined in the CFR, Title 2. Any findings within the SAM system for Contractor is grounds for immediate termination of this Agreement and the associated Federal Funds.
- B. Contractor will be responsible for collecting, entering, tracking, and reporting data for program participants and outcome measures related to the services provided by Contractor in an electronic database system that adheres to HIPAA and other privacy requirements as outlined in Attachment P.
- C. Contractor is responsible for tracking quarterly performance based on the Performance Measures and Outcomes as shown in Table 1 (below).
- D. Contractor will submit Quarterly Financial Cost Reports including line item details associated with indirect costs.
- E. Contractor will submit a FINAL Performance Report within 90 days of the end of this grant award period.
- F. Contractor will email reports to the CFS contract manager ([JFong@smcgov.org](mailto:JFong@smcgov.org)) with a copy to the administrative secretary ([RMDiaz@smcgov.org](mailto:RMDiaz@smcgov.org)).

G. Report due dates:

- (1) Monthly reports due by the 15<sup>th</sup> of each month for activities rendered for the previous month.
- (2) Quarterly reports due on January 15, April 15, and July 3.
- (3) Year-end report is due October 3.

H. Monthly, Quarterly, and Year-end reports will include at a minimum the following information; however the County may request additional data or program information:

- (1) Client name, age, and County
- (2) Enrollment status
- (3) Months enrolled in program
- (4) Date of assessment and results
- (5) Workshop/activity provided, including the number of attendees and County
- (6) All other updates, survey, and data as required by and shown in Exhibit A

3. Financial Monitoring & Reporting:

- a. Contractor will submit an Annual Federal Single Audit report to County as prescribed in the CFR, Title 2 as applicable, Audited Annual Financial Statements to County as prescribed in the CFR, Title 2 as applicable, or Annual Unaudited Financial Statements to County if one of the above Financial Reports are not applicable.

**TABLE 1 – PERFORMANCE MEASURES**

<b>Community Impact Outcomes</b>	<b>FY19-20 Target</b>
The percentage of ILP participants who will be on track to or will obtain their high school diploma/GED or maintain their college placement/vocational training status. Note: this includes all youth who received services by the provider, both those who reside in San Mateo County and the surrounding counties.	<b>90%</b>
Percentage of youth in foster placements that will maintain their current placement or move to a more permanent placement (i.e., return home).	<b>80%</b>
Percentage of young-adults ages 18-21 that will maintain their housing placement or transition to a more stable and positive living situation	<b>80%</b>

Percentage of ILP participants ages 18-21 that will have an identified primary healthcare provider or with knowledge of how to access healthcare which includes services to address physical health, mental health, and substance abuse.	<b>90%</b>
Percentage of ILP participants ages 14-17 that exit the ILP will have knowledge of how to access community based resources.	<b>90%</b>
Percentage of ILP participants ages 14-17 who will demonstrate increased knowledge of financial resources including, but not limited to, how to access and read their personal credit report, by age 18.	<b>90%</b>
Upon transition from ILP, the percentage of ILP participants ages 18-21 who will identify having a stable and positive relationship with at least one adult who is proactive in providing long-term support.	<b>75%</b>
<b>Qualitative Indicators</b>	<b>FY19-20 Target</b>
Based on a quarterly survey administered by the Contractor, the percentage of youth participating in the ILP who will report satisfaction or greater with the services received from the Contractor.	<b>90%</b>
<b>Quantitative Indicators</b>	<b>FY19-20 Target</b>
The minimum number of youth ages 14-21 (unduplicated) who will receive ILP services under this Agreement, annually. Engagement is defined as at least one monthly interaction between the youth and ILP to directly provide ILP services (i.e., workshop, one-to-one mentoring/coaching session, etc.). Those ILP eligible youth who are not engaged will be contacted by phone or in person for outreach to ILP services.	<b>40</b>
The percentage of youth referred who will attend and/or receive workshop information, annually.	<b>90%</b>



## County of San Mateo – Fingerprinting Certification Form

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**DATE:** 8/28/2019 | 11:51 AM PDT

**AGREEMENT WITH:** Central Labor Council

**FOR:** Central Labor Council - ILP Case Management - 2019-2020 - CFS

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

**NAME:** Dillon Savory

**TITLE:** Director

**SIGNATURE:**

DocuSigned by:  
*Dillon Savory*  
C2F1539CD2304EF...

**DATE:** 8/28/2019 | 11:51 AM PDT

**Exhibit E – 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.

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

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

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

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



a. Employs fewer than 15 persons.



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

**Name of 504 Person:**

**Name of Contractor(s):**

**Street Address or P.O. Box:**

**City, State, Zip Code:**

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

**Signature:**

DocuSigned by:  
*Dillon Savory*  
C2F1539CD2304EF...

**Title of Authorized Official:**

Director

**Date:**

8/28/2019 | 11:51 AM PDT

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

## 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.