

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO
AND
STARVISTA**

THIS AGREEMENT, entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and STARVISTA, hereinafter called "Contractor"(collectively, the "Parties").

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing Daybreak services.

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

1. Exhibits and Attachments

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

Exhibit A—Program/Project Description
Exhibit B—Method and Rate of Payment
Exhibit C—Clarity
Exhibit D—Child Abuse Prevention and Reporting
Exhibit E—Fingerprinting Certification Form
Attachment I—Assurance of Compliance with Section 504

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth herein and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Four Hundred Thousand Dollars (\$400,000).

4. Term and Termination

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2015, through June 30, 2016.

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

In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of 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.

5. Availability of Funds

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

6. Relationship of Parties

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

7. Hold Harmless

7.1 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.

7.2 Intellectual Property Indemnification.

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets ("IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non infringing but remain functionally equivalent.

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

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

8. Assignability and Subcontracting

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

9. 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.

- (1) **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.

- (2) **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 by 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 amount specified below.

Such insurance shall include:

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

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

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

10. Compliance With Laws

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

applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware.

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

11. Non-Discrimination and Other Requirements

- A. *General non-discrimination.* No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.
- B. *Equal employment opportunity.* Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.
- C. *Section 504 of the Rehabilitation Act of 1973.* Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified 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.
- D. *Compliance with County's Equal Benefits Ordinance.* With respect to the provision of benefits to its employees, Contractor shall comply with Chapter 2.84 of the County Ordinance Code, which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse. In order to meet the requirements of Chapter 2.84, Contractor must certify which of the following statements is/are accurate:
- Contractor complies with Chapter 2.84 by:
 - offering the same benefits to its employees with spouses and its employees with domestic partners.
 - offering, in the case where the same benefits are not offered to its employees with spouses and its employees with domestic partners, a cash payment to an employee with a domestic partner that is equal to Contractor's cost of providing the benefit to an employee with a spouse.
 - Contractor is exempt from having to comply with Chapter 2.84 because it has no employees or does not provide benefits to employees' spouses.
 - Contractor does not comply with Chapter 2.84, and a waiver must be sought.
- E. *Discrimination Against Individuals with Disabilities.* The Contractor shall comply fully with the nondiscrimination requirements of 41 C.F.R. 60-741.5(a), which is incorporated herein as if fully set forth.
- F. *History of Discrimination.* Contractor must check one of the two following options, and by executing this Agreement, Contractor certifies that the option selected is accurate:

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

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

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

To effectuate the provisions of this Section, the County Manager shall have the authority to examine Contractor's employment records with respect to compliance with this Section and/or to set off 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.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include the name of the complainant, a copy of such complaint, and a description of the circumstance. Contractor shall provide County with a copy of their response to the Complaint when filed.

12. Compliance with County Employee Jury Service Ordinance

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

13. Retention of Records, Right to Monitor and Audit

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

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

14. 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.

15. 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.

16. Notices

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

In the case of County, to:

Name/Title: Selina Toy-Lee, Director, Collaborative Community Outcomes
Telephone: (650) 508-6732
Facsimile: (650) 631-5771
Email: cferry@smchsa.org

In the case of Contractor, to:

Name/Title: Sara Larios Mitchell, PhD, CEO
Address: 610 Elm Street – Suite 212 – San Carlos, CA 94070
Telephone: (650) 591-9623
Facsimile: (650) 591-9750
Email: smitchell@star-vista.org

17. Electronic Signature

If both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo, both boxes below must be checked. Any party that agrees to allow digital signature of this Agreement may revoke such agreement at any time in relation to all future documents by providing notice pursuant to this Agreement.

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

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

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

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

STARVISTA



Contractor's Signature

Date: 5/26/15

(Revised 7/1/13)

Exhibit A
Program/Project Description and Specific Requirements
StarVista Daybreak and Transitional Housing Youth Services (TYS)
Measure A Funding FY 2015-16

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services with the Daybreak Program and the Transitional Housing Youth Services (TYS):

I. StarVista's Daybreak Program

StarVista operates the Daybreak Transitional Living Program for Homeless Youth. The shelter is located in the North Fair Oaks Section of Redwood City. Daybreak is a transitional living program specifically designed to meet the needs of homeless youth from ages 16-21 in San Mateo County.

In addition to meeting the basic needs of food, clothing and shelter, Daybreak also offers client's case management, independent living skills training, financial management, support with education, and job development. Residents participate in a structured, 12-month program where they are required to attend school and work.

II. Transitional Housing Youth Services (TYS)

TYS provides housing assistance and case management services to youth ages 18-24. TYS has two main components: THP-Plus (Transitional Housing Placement Plus) and Aftercare.

THP-Plus supplies three different housing options, with financial support and bi-monthly case management. Aftercare is case management for youth who were in foster care or the probation system.

Program success for Daybreak and TYS is based on youth making healthy choices, developing independent living skills, saving money, obtaining health care services, getting a job or attending school, and developing supportive relationships with adults in the community.

Measure A Funds provided for the Daybreak and TYS programs under this Agreement are to be used as follows:

StarVista will operate the Daybreak Shelter and Transitional Youth Services (TYS). During the term of the Agreement, Contractor and Human Services Agency/Center on Homelessness shall continue to work in good faith to effectively blend mutual goals of the Daybreak and TYS Programs in the best interests of the clients.

1. Program Services

Under the Agreement, Contractor will track the following objectives:

- a) At least 70 homeless youth per year will be served through either the residential component or through Aftercare. All youth who are not appropriate for admission to Daybreak will be provided with referrals to other social services.
- b) 80% of youth who remain in StarVista programs for more than 30 days will either:
 - complete a job training program (if they are beyond high school age) and secure and maintain employment;

- maintain enrollment in an accredited high school program, or
 - secure a high school equivalency degree.
- c) 65% of youth with individual case plans will transition to a positive living arrangement (independent living, return to family, Job Corps) after leaving the program.
- d) 100% will be connected to Medi-Cal and to medical and dental care.
- e) 100% of youth will receive mental health counseling and case management.
- f) 100% of youth with substance abuse issues will be connected to substance abuse treatment.

2. Required Semi-Annual Reporting and Measure A Performance Measures:

On a semi-annual basis, Contractor shall provide County with certain demographic information regarding Daybreak and TYS participants. Contractor shall submit the following items as soon as practicable after the end of fiscal mid-year and fiscal year-end (but no later than 15 days after the end of the fiscal mid- year and fiscal year-end month). Please email or mail copies of documents to contact listed on page 3.

- a) **Performance Summary**, shall include the following information:
- i. Number of applicants and number of unique clients currently participating in Daybreak and TYS programs. Provide for each program.
 - ii. Provide the number of youth (during 07/01/15-12/31/15 (fiscal mid-year) and 01/01/16-6/30/16 (end of fiscal year summary to include numbers for entire year 07/01/15-06/30/16) who remain in StarVista programs for more than 30 days that are either:
 - 1.) completing a job training program (if they are beyond high school age) to secure employment;
 - 2.) maintaining employment; or
 - 3.) maintaining enrollment in an accredited high school program.
 - iii. Provide the number of youth (during 07/01/15-12/31/15 (fiscal mid-year) and 01/01/16-6/30/16 (end of fiscal year summary to include entire year 07/01/15-06/30/16) that have transitioned to a positive living program. This includes either reuniting with family if safe and appropriate, stable independent living with roommates, with host families, and/or through housing in the community.
- b) **Narrative Report**, which provides a narrative of highlights/details of the funded activity. The narrative should include the performance measures for Measure A reporting listed below:
- i. 80% of youth who remain in the program for more than 30 days will either: complete a job training program (if they are beyond high school age) and secure and maintain employment; or maintain enrollment in an accredited high school program or secure a high school equivalency degree.

- ii. 65% of youth who remain in the program for more than 30 days will transition to a positive living situation after leaving the program. This includes either reuniting with family if safe and appropriate, stable independent living with roommates, with host families, and/or through housing in the community.

Performance Measures:

Measure	Daybreak & TYS FY 2015-16 Forecast	
Number of unique clients served by Daybreak and TYS programs that stay 30 days or longer:	70	
Number of clients served in Daybreak and TYS programs for more than 30 days that are either: -completing a job training program (if they are beyond high school age) to secure employment, -maintaining employment or -maintaining enrollment in an accredited high school program	80%	
Number of youth in programs for more than 30 days that transition to a positive living program. This includes either reuniting with family if safe and appropriate, stable independent living with roommates, with host families, and/or through housing in the community ⁱ	65%	

The narrative is required even if no activity has taken place.

- c) Clients will be entered on HMIS Clarity (see Exhibit C).

Required semi-annual reporting will be due on the following dates and will take place semi-annually:

FY 2015-2016:

Fiscal Mid-Year: 07/01/15-12/31/15 *Reporting due by 1/15/2016*

Fiscal Year-End: 01/01/16-6/30/16 *Reporting due by 7/15/2016*

Contractor shall also provide other information County may reasonably request during the course of this Agreement.

Contact for San Mateo County Human Services Agency:

Christine Ferry, Analyst
1 Davis Drive Belmont, CA 94002
Phone: (650) 508-6732
Email: cferry@smchsa.org

Exhibit B
Method and Rate of Payment
Star Vista Daybreak and Transitional Housing Youth Services (TYS)
Measure A Funding
FY 2015-2016

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

A. StarVista Daybreak and Transitional Housing Youth Services (TYS) Program

Payment by County to Contractor will be made upon receipt of semiannual requests for payment, unless agreed otherwise by Contractor and the Director of the Human Services Agency.

Contractor will submit payment requests along with all receipts, itemized budget and the required semiannual performance summary and narrative report listed in Exhibit A, Part 2, to the County as soon as practicable after the end of fiscal mid-year and fiscal year-end (but no later than 15 days after the end of the month). Please email or mail copies of documents to the Human Services Agency (H.S.A.) contact listed on page 2.

In full consideration of the services provided by Contractor for StarVista Daybreak and Transitional Housing Youth Services (TYS) pursuant to this Agreement, County shall make the following payments based on a pay for performance structure.

StarVista may submit a full payment request up to:

- \$100,000 at execution of contract
- \$200,000 for fiscal mid-year and
- \$100,000 at fiscal year-end

To submit the payment request, Contractor must have reached the following performance measures at fiscal mid-year and fiscal year-end:

- a) 80% of youth who remain in StarVista programs for more than 30 days will either:
 - Maintain enrollment in an accredited high school program; or
 - If youth has GED, secure and maintain employment, post-secondary education or vocational training

- b) 65% of the youth with individual case plans will transition to a positive living arrangement (independent living, return to family, Job Corps) after leaving the program.

FY 2015-2016 dates for Payment Request:

Payment 1 Execution of Contract:

07/01/2015 - Payment Request, Annual Itemized Budget, Receipts

Payment 2 Fiscal Mid-Year:

07/01/15-12/31/15 - Payment Request, Annual Itemized Budget, Receipts & Semi Annual Reporting due 01/15/16.

Payment 3 Fiscal Year-End:

01/01/16-6/30/16 - Payment Request, Annual Itemized Budget, Receipts & Semi Annual Reporting due 07/15/16.

B. Quarterly Receipts, Itemized Budget and Semi-Annual Reports

No request for reimbursement will be honored until receipts, itemized budget and semiannual performance summary and narrative reports have been received and accepted as satisfactory by the Human Services Agency.

C. Terms of Payments

Services shall not exceed \$400,000 for FY 2015-2016.

Payments will be based on availability of funds and approval of the Agreement.

Invoices will not be paid without payment requests, itemized budget, receipts and the required semiannual performance summary and narrative report listed in Exhibit A, Part 2.

Payment request must include annual itemized budget, indicating what is being charged for each quarter as well as remaining balance. Receipts must be included.

County shall pay the payment request within thirty (30) working days following receipt of payment request and required reporting.

County will state the specific nature of its objections to Contractor's work in writing. County will also specify what actions or changes are necessary to make the work acceptable. Contractor will respond to County within 15 days of receipt of such objections.

County may terminate this Agreement or portion of the services referred to in Exhibit A, based upon availability of federal, state, or County funds by providing a thirty (30) day written notice to Contractor. The County reserves the right to withhold payment if the County determines that the quality or quality of the work performed is unacceptable.

Contact for San Mateo County Human Services Agency:

Christine Ferry, Analyst
1 Davis Drive Belmont, CA 94002
Phone: (650) 508-6732
Email: cferry@smchsa.org

Exhibit C
Clarity Human Services Secure Confidential and Private County System Usage and Data Sharing for the Core Service Agencies and Homeless Service Providers StarVista Daybreak and Transitional Housing Youth Services (TYS)
Measure A Funding FY 2015-16

This Exhibit provides that Core Service Agencies or Homeless Service Providers and their representatives, staff and volunteers will be trained to safeguard the information contained in the SMC secure and private network of Core Service Agencies and Shelters.

It is understood that it is the legal obligation of the organization to provide internal procedures to train staff on the security and confidentiality principles that guard this secure and private network.

It is further understood that this agency and other partner agencies and their representatives will share and protect information in the Clarity system as set forth herein and as required by law.

Background

Core Service Agencies

The San Mateo County Human Services Agency (HSA) contracts with eight Core Service Agencies in San Mateo County (the County) to work in tandem to provide basic emergency and support services to County residents who live in poverty.

Since 1999, the Core Service Agencies have used a flat Access database to record and track the services they provide. This Access database was a standalone database within each Core Service Agency. One Core Service Agency utilized the Efforts to Outcomes system to capture client data. One challenge in using these tools was that each Core Service Agency calculated performance results, and therefore community needs, differently. The County and other funders need accurate, unduplicated, synthesized data in order to evaluate and understand safety net needs. To achieve this, the County has implemented a new, Secure, Private, Client Centric and Centralized system by Bit Focus (the vendor), called Clarity Human Services (Clarity). Clarity went live on July 1, 2014. Set-up costs and subscriber licenses for 2 years were paid for with the Measure A funding.

Homeless Service Providers

Since 2005, HSA has administered the HOPE (Housing Our People Effectively) web based system, serving as the County's Homeless Management Information System (HMIS), which records, stores, and aggregates information regarding the County's homeless population. Currently there are approximately 200 active users on the HMIS. They include county staff, trusted contracted providers of homeless, housing, and behavioral health and recovery services.

On May 1, 2014, three federal agencies, (Department of Housing and Urban Development (HUD), the Department of Health and Human Services (HHS) and the Department of Veterans Affairs (VA)), jointly released the 2014 HMIS Data Dictionary and 2014 HMIS Data Manual. These materials updated the HMIS Data Standards, which provide for standardized data collection on homeless individuals and families across systems and communities. Compliance with the new data standards must occur by October 2014.

In order to ensure compliance with these new requirements, HSA amended its contract with Bit Focus to expand its current Core Agencies secure user base to

include providers of homeless prevention services. The go live date for the HMIS users onto the Clarity Human Services system is November 17, 2014.

The County will use the Clarity Human Services Secure Confidential and Private County System across all Core Agencies and the HMIS agencies.

This strategy optimizes the utilization of tax payer funds by providing a secure client-centric system with its mission as service to needy clients, protecting clients' privacy, improving and measuring outcome across the Continuum of Care.

Commitment to Data Entry

The Core Service Agencies and Homeless Service Providers agree to timely enter into the Clarity's secure system accurate data about the clients to whom they provide safety net services pursuant to their contracts with the County. Timely entry of this data is crucial to the Core Agency/Homeless Service Providers' ability to refer clients to other providers, report accurate performance measures and to capture data on community need.

All Core Service Agencies have access to the same Performance Measurement Report in their Clarity Report Libraries.

The HSA team will run the same Performance Measurement Reports each quarter.

Core Service Agencies must be prepared to have their performance reports run two weeks after the end of the quarter in the fiscal year. This will provide the opportunity to review and validate data being reported in the Clarity system prior to County reporting.

It should be noted that the County may run reports on the aggregate data for the individual and Core Agency Network at any time.

All reports in Clarity Report library are ready to run. The users will click each report to run.

In addition, the Clarity Report Libraries allow each agency to run reports for their own agency's operations and reports to meet their internal reporting needs.

Reports for Homeless Service Providers that are HUD-based will be reviewed and confirmed with the HMIS workgroup.

Method of Data Transfer

Bit Focus, the vendor, has established specific safeguards to assure the confidentiality and security of individually identifiable client records. Identifiable records are encrypted and transferred electronically through the Internet.

Confidentiality of Client Data

Core Service Agencies and Homeless Service Providers will establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it.

The data input into Clarity shall not be disclosed, released, revealed, showed, sold, rented, leased loaned, or otherwise have access granted to it except by the minimum number of individuals necessary to achieve the provision of homeless and safety net services or for the analysis of the data to show performance measurements, including that of contract compliance.

Summary results can be shared. Summary results are those items which cannot be used to identify an individual. Data that contains identifying information will be accessible and shared on a need-to-know basis only, and only to the extent permitted by applicable law, or as required by HUD/public funders. HSA may receive summary results in the context of contract monitoring and the validation of performance measurements and other Clarity reports.

To authorize the parties to this Agreement to share individually-identifiable client information, clients who are entered into the system must sign a Client Consent Form that will be kept with their records in Clarity. However, if a client refuses to sign a release, services will not be denied. The release must let the client know that partner agencies in San Mateo County will have access on a need-to-know basis to their records in the secure system.

Agencies Entering and Accessing Data in Clarity

CORE SERVICE AGENCIES	HOMELESS SERVICE PROVIDERS
<ul style="list-style-type: none"> • Coastside Hope • Daly City Community Services Center • Fair Oaks Community Center • Puente de la Costa Sur • Tides/Pacifica Resource Center • Samaritan House • El Concilio of San Mateo County • YMCA Community Resource Center 	<ul style="list-style-type: none"> • San Mateo County Human Services Agency • San Mateo County Department of Housing • San Mateo County Health Services Agency, Behavioral Health And Recovery Services • Homeless Veterans Emergency Housing for Families (HVEHF) • Home And Hope • Housing Authority Of the County Of San Mateo • InnVision Shelter Network • Mental Health Association Of San Mateo County • Next Step Center • Project WeHope • Samaritan House • Service League Of San Mateo County • StarVista

System Costs

Data is entered and accessed by Core Service Agency and Homeless Service Provider staff. Licenses have been provided at the County’s expense for the purpose of go-live. Post go-live, if additional licenses are needed by a Core Service Agency or Homeless Service Provider; those licenses must be purchased at the expense of the Requesting Agency.

All new staff requiring Clarity licenses must complete the on-line training.

An estimate will be provided to the requesting agency/organization for cost related to on-line training, along with cost of the licenses.

A comprehensive audit trail is available in Clarity that shows individual user activity as well as the lack of activity. If any license goes unused for more than 90 days, that license will be reassigned to an agency that has an active user. The Requesting Agency will be notified prior to deactivation of the license and the agency will have 5 business days to respond with a request if the license is to be continued.

All agencies Change Requests (CR) will be evaluated by an HSA Change Control Committee. Payment shall be made by the requesting agency to HSA for the cost of all Change Requests (CRs) unique to that agency and for non-core or non-HMIS standard programs.

User Support

If a Core Service Agency or Homeless Service Provider experiences any technical difficulty with the system, they will follow the official Support Document and its process. If an authorized user separates from employment with a Core Service Agency or Homeless Service Provider, notification must be made via a support ticket to the HSA Services desk as per the support process. The ticket shall request termination of the user's rights within 24 hours of an employee leaving employment to terminate access to the Clarity account. The license will be held for the agency for 90 days, and if not reassigned by that agency, will be reassigned to an agency that has an active user. The Requesting Agency will be notified prior to deactivation of the license and the agency will have 5 business days to respond with a request if the license is to be continued.

If a new program is introduced by the County and the County contracts with the Core Service Agencies and Homeless Service Providers to provide additional services, that program, its eligibility criteria and performance reporting will be added to the Clarity system by filing a Change Request and submitting that to the HSA Service Desk.

Contractor/Service Provider Agreement

The County Core Service Agencies and SMC Homeless Service Providers are now a cohesive client-centric, unified, secure and private network with the joint mission of serving San Mateo County residents who are in need of safety net and shelter services.

The County's secure and private network will be used for accessing the Clarity system. A Master Client List, a Master Program and Services List, and unified business architecture enable the same client to obtain services and shelter anywhere in the County. This will allow clients to be referred between Core Service Agencies and County shelters and it will eliminate the need for a client to repeat his or her credentials and circumstances between agencies that are part of this Agreement.

The Core Service Agencies and County Homeless Service Providers agree to train their staff and to establish internal processes and procedures to ensure all staff and volunteers safeguard clients' confidentiality and privacy. It is understood that accessing the Clarity's secure, private and confidential network is for the sole purpose of serving clients. All authorized individuals accessing the Clarity network of Core Service Agencies and Shelters must have a legitimate business reason when searching and accessing information. All activity is logged and monitored and

participating agencies understand and agree that this audit trail can be viewed at any time by authorized County personnel.

Unreasonable and unwarranted access unrelated to a legitimate business purpose by staff or volunteers by a Core Service Agency or Homeless Service Provider violates the trust of the contracted partner agencies. Such activities will not be tolerated and may result in revocation of access rights and reports to management and the County. Such violations may also be referred to the District Attorney for investigation into possible criminal charges.

ⁱ Benchmark based on the HUD standard of 65% for people exiting transitional housing to permanent housing.

Child Abuse Prevention and Reporting

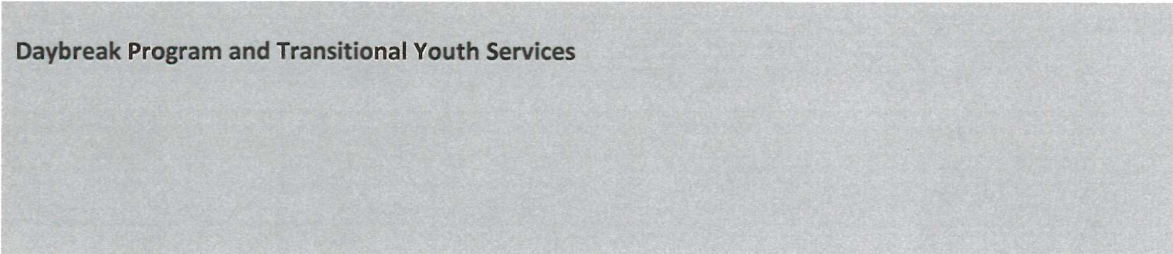
Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, Cal Pen Code 11164 et seq. Contractor will ensure that all known or suspected instances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

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

County of San Mateo – Fingerprinting Certification Form

DATE: 6/2/2015

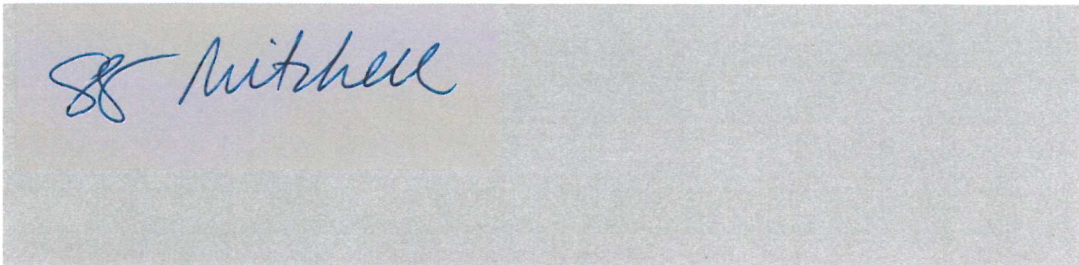
AGREEMENT WITH: StarVista

FOR: 
Daybreak Program and Transitional Youth Services

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

NAME: Sara Larios Mitchell, Ph.D., MACP

TITLE: Chief Executive Officer

SIGNATURE: 

DATE: 
6/2/15

ATTACHMENT I

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

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

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

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

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

Name of 504 Person: Lillian Doherty

Name of Contractor(s): StarVista

Street Address or P.O. Box: 610 Elm Street, Suite 212

City, State, Zip Code: San Carlos, CA 94070

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

Signature:

J Mitchell

Title of Authorized Official: Chief Executive Officer

Date: 6/2/15

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

County of San Mateo ~ Insurance Certification Questionnaire

Contractor Name: StarVista

Date this Form Was Completed: 5/20/2015

Name of Person Completing Form: Janice Jumper, Analyst

1. Does the contractor carry \$1,000,000 or more in comprehensive general liability insurance? <i>(For Health System only, does the professional (MD, psychologist, nurse) work in a hospital setting where the facility will cover the general liability?)</i>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	YES	NO*
2. Does the contractor travel by car to provide contract services?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	YES	NO
a) If yes, does the contractor carry \$1,000,000 or more in motor vehicle liability insurance?	<input type="checkbox"/>	<input type="checkbox"/>
	YES	NO*
3. Does the contractor have 2 or more employees?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	YES	NO
a) If yes, does the contractor carry statutory limits (see handbook) for Workers' Compensation insurance?	<input type="checkbox"/>	<input type="checkbox"/>
	YES	NO*
4. Is this a contract for professional services (state certification, architect, accountant, physician, etc.)?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	YES	NO
a) If yes, does the contractor carry professional liability insurance?	<input type="checkbox"/>	<input type="checkbox"/>
	YES	NO*
5. Did you make any changes to the Hold Harmless clause in the contract template?	<input type="checkbox"/>	<input checked="" type="checkbox"/>
	YES	NO
a) If yes, did Risk Management and County Counsel approve changes to the contract template?	<input type="checkbox"/>	<input type="checkbox"/>
	YES	NO*
6. Is San Mateo County named as the certificate holder / additional insured?	<input checked="" type="checkbox"/>	<input type="checkbox"/>
	YES	NO*

If "No*" is checked in any of the red asterisk boxes (#1, #2a, #3a, #4a, #5a, or #6) – call Risk Management for further instructions...otherwise, this form is complete. Attach the completed form to the insurance certificate and keep both documents with the contract packet.

COMMENTS:

Section below is for Risk Management authorization – send to Risk Management **ONLY IF INSTRUCTED TO DO SO**

Risk Management has reviewed and approved modification or waiver of insurance requirements for this contract.

Risk Management Signature: [Click here to enter text.](#)

Date: [Click here to enter a date.](#)



STARVIS-01 HBCT08

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/3/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0564249 Heffernan Insurance Brokers 1460B O'Brien Drive Menlo Park, CA 94025	CONTACT NAME: PHONE (A/C, No, Ext): 1 (650) 842-5200		FAX (A/C, No): 1 (650) 842-5201	
	E-MAIL ADDRESS:			
INSURED StarVista 610 Elm Street, #212 San Carlos, CA 94070	INSURER(S) AFFORDING COVERAGE		NAIC #	
	INSURER A : Nonprofits Insurance Alliance of California		011845	
	INSURER B : Care West Insurance Company		10520	
	INSURER C :			
	INSURER D :			
	INSURER E :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Sexual Misconduct <input checked="" type="checkbox"/> Included GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	X	201414280NPO	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 20,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS		201414280NPO	7/1/2014	7/1/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		201414280UMBPO	7/1/2014	7/1/2015	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	W11407001211	7/1/2014	7/1/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Director's & Officer		201414280DONPO	7/1/2014	7/1/2015	Limit 1,000,000
A	Professional Liab		201414280NPO	7/1/2014	7/1/2015	Agg:\$2M/Occurrence 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Re: As Per Contract or Agreement on File with Insured.

Certificate Holder is named as Additional Insured with respect to services provided by the Named Insured.

CERTIFICATE HOLDER**CANCELLATION**

County of San Mateo* Human Services Agency
 Children & Family Services
 262 Harbor Blvd, Bldg A
 Belmont, CA 94002

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE