

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND STARVISTA

This Agreement is entered into this _____ day of _____, 2023, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and StarVista, hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing child abuse prevention services including general education and outreach, parent education and short-term clinical services.

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

1. Exhibits and Attachments

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

- Exhibit A—Services
- Exhibit A1—Logic Model
- Exhibit B—Payments and Rates
- Exhibit C—Performance and Reports
- Attachment D—Child Abuse Prevention
- Attachment F—Fingerprinting Certification
- Attachment H—HIPAA Business Associate Requirements
- Attachment I—§ 504 Compliance
- Attachment P—Personally Identifiable Information

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibits A, A1, C and Attachments D, F, H, I and P

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibits A, A1, C, and Attachments D, F, H, I and P 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 **ONE MILLION TWO HUNDRED NINETY-ONE THOUSAND ONE HUNDRED AND SIXTY-FOUR DOLLARS** (\$1,291,164). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 01, 2023, through June 30, 2024.

5. Termination

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

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

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

6. Contract Materials

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

7. Relationship of Parties

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

8. Hold Harmless

a. General Hold Harmless

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

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

b. Intellectual Property Indemnification

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

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

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

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

9. Assignability and Subcontracting

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

10. Insurance

a. General Requirements

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

b. Workers’ Compensation and Employer’s Liability Insurance

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

c. Liability Insurance

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

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

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

In the event of the breach of any provision of this Section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, County, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately

declare a material breach of this Agreement and suspend all further work and payment pursuant to this Agreement.

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, 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, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. 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, regulation, or executive order, the requirements of the applicable law, regulation, or executive order will take precedence over the requirements set forth in this Agreement.

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to

discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

g. Reporting; Violation of Non-discrimination Provisions

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

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

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

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

h. Compliance with Living Wage Ordinance

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

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

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

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

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

15. Merger Clause; Amendments

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

16. Controlling Law; Venue

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

17. Notices

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

In the case of County, to:

Name/Title: John Fong, Director, Children and Family Services
Address: 1 Davis Dr., Belmont, CA 94402
Telephone: (650) 802-3390
Email: jfong@smcgov.org

In the case of Contractor, to:

Name/Title: Sara Mitchell, Ph.D., CEO
Address: 610 Elm St. , Suite 212, San Carlos, CA 94070
Telephone: (650) 591-9623
Email: smitchell@star-vista.org

18. Electronic Signature

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

19. Payment of Permits/Licenses

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

* * *

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

For Contractor: STARVISTA

DocuSigned by: <i>Sara Mitchell, Ph.D.</i> <small>0AFBCADE7812431...</small>	10/11/2023 3:32 PM PDT	Sara Mitchell, Ph.D.
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A - Services

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

I. Purpose

The purpose of this Agreement is to provide child abuse prevention services including parent education and short-term clinical services to families and children up to age 18 under a Children and Family Resource Center (CFRC) model. The program name will be "Together for Families".

II. School Based Service Locations and Hours

1. Contractor will provide services at school sites, in the community, and in-home settings based on the family's need and request.
2. Contractor will provide staff and services at the following school sites:
 - a. Bayshore Elementary School (Daly City)
 - b. Belle Air Elementary School (San Bruno)
 - c. Belle Haven Elementary School (East Menlo Park)
 - d. Costaño Elementary School (East Palo Alto)
 - e. Hoover Elementary School (North Fair Oaks, Redwood City)
 - f. Kennedy Middle School (Redwood City)
 - g. Martin Elementary School (South San Francisco)
 - h. LEAD Elementary School (San Mateo)
 - i. Sunset Ridge Elementary School (Pacifica)
 - j. Taft Elementary (North Fair Oaks, Redwood City)
 - k. Woodrow Wilson Elementary School (Daly City)
3. Services to families and children referred under the school-based model may be provided on-site at the school, in a community setting, or in the home based on the family's needs and preference.
 - a. On-site services at school-based settings must be available Monday through Friday between 8:00 AM and 5:00 PM Pacific Standard Time with the exception of school holidays and recess.
 - b. Contractor will allow for flexibility in staff schedules to accommodate families in community or home settings outside of the aforementioned school site hours. If the family requests, virtual services may be provided.
4. Any changes to the school sites must be updated via an amendment.

III. Community-at-Large Service Locations and Hours

1. Contractor will serve families with young children who are not yet in school (including the zero to five population) or not enrolled in a school where the Contractor is operating a CFRC.
 - a. These services will be provided to families in community-based settings or in the home, at hours that are convenient for the family, and based on the needs and preference of the family, including evenings and weekends.
2. As these services are intended to target the broader community and those families with younger children who are not yet connected with school-based supports, Contractor will serve all regions in San Mateo County with an emphasis on families

with children ages zero to five in East Menlo Park, San Bruno, South San Francisco, San Mateo and the Coastal Regions.

- a. Priority will be given to the undocumented, those without insurance, and those identified at highest risk for becoming homeless, becoming involved with CPS, and/or needing psychiatric emergency services.
3. For families with school-aged children where Contractor is not currently operating, Contractor will work with that school's outreach/support team to connect the family to services if available. If not available, Contractor may provide services directly.

IV. Staffing Structure:

1. School-Based Sites:
 - a. One clinician will be available at each of the 11 identified schools four days per week.
 - i. Based on the needs of each school and its students, clinicians will provide individual, family and group therapy, as well as crisis intervention services and will serve as mental health consultants to school staff.
 - b. Contractor will have two Family Partners providing school-based services (1.0FTE each) assigned as floaters to the schools.
 - i. Family Partners will provide parent education and case management services to students and families on the clinician's caseload, as well as to other students and their families who have been identified as needing support.
 - ii. Family Partners will lead a minimum of six educational groups a school year for families (topics selected based on the needs at each particular school).
2. Community-at-Large:
 - a. Contractor will assign 1.0FTE clinician to work with families that are not affiliated with the identified schools. This clinician will perform outreach to communities and provide short-term clinical services to families.
 - b. Contractor will assign at least minimally, 1.0FTE Family Partner as per the agreed budget in Exhibit B1 to serve the community-at-large for families who are not affiliated with identified schools. The Family Partner(s) will contribute to outreach efforts in the community, and provide parent education and case management services.
 - c. Contractor will leverage additional internal resources to maximize outreach efforts to the community-at-large.

V. Scope of Work:

1. Contractor will provide services as outlined below and in accordance with the Logic Model (see Exhibit A1). The Logic Model includes the agreed upon assessment tools, evidence-based programs, and so forth. Any changes to the tools, modalities, etc. must be updated via an amendment and revision to the Logic Model.
 - a. Assessment Services, Contractor will:
 - i. Provide family-strength and needs assessments to determine needs and develop case management plan.

- ii. In collaboration with the family, conduct evidence-based pre- and post-assessment to enrolled families. This assessment will be used to develop a case management plan (see Case Management) that includes parent education, behavioral health, and linkages to other supportive services.
 - iii. All pre- and post-assessments and program evaluations must be evidence-based and pre-approved by County, and any changes to the list of used tools/evaluations must be approved by County in writing.
 - iv. Adhere to the fidelity of any and all assessment/evaluation tools used.
- b. Parent Education Services, Contractor will:
- i. Provide parent education services based on assessment results and as part of a case plan in the community and/or through a home-visiting model.
 - ii. Make parent education services available to the general community, especially for expecting parents, parents of school-aged children, and parents of children with complex care needs.
 - iii. All parent education programs must be evidence-based, listed on the [Title IV-E Clearinghouse](#), and pre-approved by County. Any changes to programming must be approved by County in writing.
- c. Behavioral Health Services, Contractor will:
- i. Provide short-term clinical and crisis services as prevention and early intervention efforts for children at risk of entering Child Welfare, Juvenile Justice, and/or Psychiatric Emergency Services.
 - ii. Screen children for risk factors and other issues that impact social and emotional functioning in-home and in school settings.
 - iii. Conduct psychosocial assessments to identify child and family needs.
 - iv. Provide treatment plan development based on assessment-identified needs.
 - v. Make appropriate referrals or linkages for needs that require higher levels of care or are specialties to meet treatment plan goals.
 - vi. Ensure clinical assessments are conducted by master's level educated clinical staff.
- d. Case Management, Contractor will:
- i. Provide client-centered case management services on an on-going basis using evidence-based models to engage and empower families to support their goals. In addition to providing parent education and behavioral health services, Contractor will:
 - 1. Conduct an assessment to identify a family's need for public services. Provide referrals and information to other community-based services that support the family's goals.
 - 2. Assist families in applying for public assistance programs (CalFresh, CalWORKS, Medi-Cal, etc.) based on identified needs, including accompaniment to physical office buildings or helping individuals complete online service applications when needed.
 - 3. Provide additional related services that support the family in making successful connections to community-based services.

4. Ensure family support to connect families with community-based services, including accompaniment, modeling, transportation or vouchers, etc.
- e. Outreach and Awareness, Contractor will:
 - i. Raise community awareness about prevention services available for children and families and how to access those services.
 - i. Distribute culturally appropriate and responsive flyers and materials in the community to market services to families.
 - ii. Participate in community events, tabling opportunities, etc.
 - ii. Provide outreach at early childhood education centers, libraries, and other settings frequented by families in specified geographic areas to increase awareness of available services.
 - iii. Conduct outreach at each school-based site and in other settings frequented by families in the targeted services areas to raise awareness of services available throughout San Mateo County.
 1. For models co-located at school-based sites, Contractor will work with the school to conduct outreach to families who may be at-risk for entry into one or more of the following systems: Child Welfare, Juvenile Justice, or Psychiatric Emergency Services.
 - iv. Provide additional services needed by families through facilitation, maintenance and leveraging of network with other partners.
 - v. Participate in ongoing collaborative meetings with school districts, Community Based Organizations (CBOs), and other stakeholders to establish and maintain partnerships.
 - vi. Partner with County to conduct outreach and awareness activities at least once per year during Child Abuse Prevention Month (April).
 - vii. Attend and participate in child abuse prevention council meetings and/or other related prevention meetings as required by County.
 - f. Racial Equity and Inclusion, Contractor will:
 - i. Ensure services are, at a minimum, available in Spanish and English.
 - ii. Ensure services are easily accessible to clients and available to families/caregivers who are working and/or attending other well-being matters during regular business hours, and provide options in-home or community-based appointments. Virtual services may be provided based on the family's request.
 - iii. Ensure staff are trained on racial equity, cultural competence, trauma-informed care, working with diverse populations, and any other related principle/practice necessary to serving clients under the Agreement.
 - iv. Implement and/or maintain policies related to racial equity, cultural competency, working with diverse populations, trauma-informed care, and any other practices or principles required by County.
 - g. Capacity Building:
 - i. **Families First Transition Act Grants:** County and Contractor agree that \$62,640 of the total Agreement obligation amount is to directly support continued prevention programming by way of 1.0 FTE Family Partner over a one-year period. Contractor will conduct capacity building activities

to develop a plan by June 30, 2025 to better align with the direction of Families First Prevention Services Act (FFPSA), support ongoing programming/staffing and leverage resources beyond fiscal year 2023-2024. To allow additional time for capacity building planning activities, this Families First Transition Act grant specific funding may be renewed for a second year if the contracted is amended as the discretion of the County.

- ii. **Measure K Funds:** Contractor understands and agrees that Measure K funding allocated to this agreement will expire after June 30, 2024. Furthermore, Contractor is responsible to request and apply for Measure K funds beyond June 30, 2024.
- h. Additional Requirements, Contractor will:
 - i. Provide additional related services upon request by County to meet program goals as agreed to by both parties.
 - ii. Participate in the quarterly service coordination meetings with County and/or school district to ensure quality of services. Contractor's program leadership shall at minimum meet with school districts to coordinate services, and build/maintain rapport and relationships.
 - iii. Align to child welfare principles of the Integrated Core Practice Model (ICPM) ensuring programming is developed in a trauma-informed and culturally and linguistically competent manner, offers individualized services in the least restrictive settings in collaboration with community-based organizations and families, meets families where they are at and recognizes their strengths, and achieves positive outcomes including reducing the need for removals into foster care. For more information about the ICPM, please visit the State of California's ICPM webpage: <https://www.cdss.ca.gov/inforesources/the-integrated-core-practice-model/about-icpm>
 - iv. Complete annual reporting (see Exhibit C).
 - v. Certify Live Scan fingerprinting and criminal background checks will be or have been conducted for any employees and/or subcontractors, assignees, and volunteers who, during the course of performing services under the Agreement, will have direct and individual contact (meaning the parent/caregiver is not present during the interaction) with children under the age of 18.
 - vi. Ensure it possesses all necessary licenses, permits, approvals and authorizations necessary in order to perform the work.
 - vii. Work with County to plan the transition of services to a new provider, if applicable. This includes reviewing documentation, such as contracts, paperwork, and proposals to assist in the transition. Contractor will ensure that the appropriate training and contact information for training is provided in an effective and timely manner during the transition. Through various meetings, engage in knowledge transfers to ensure the County or a new vendor had the necessary knowledge and resources to continue to provide services. Contractor, along with the County, will monitor and evaluate the transition to ensure all services are being provided effectively, and support any areas needed to ensure families continue to receive critical child abuse prevention services.

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Exhibit B - Payments

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

1. Contractor shall invoice County quarterly for services shown in Exhibit A, based on the budgets shown in Exhibit B1. Invoices are due to County by the 15th of each month for the previous month's service. Due to County's year-end process, invoices for June services are due by July 7.
2. Invoices must be accompanied by a line-item accounting for quarterly expenses and evidence of work performed or costs incurred, including but not limited to timesheets, copies of bills, and/or packing slips. Contractor will submit any applicable (performance/date) reports, as shown in Exhibit C.
3. Payment is dependent on submission of supporting documentation and may be delayed if supporting documentation is not received.
4. Contractor will submit an itemized invoice that includes, at a minimum, the following information:
 - Vendor Address
 - HSA Administrative Address: 1 Davis Drive, Belmont, CA 94002
 - Remit payment address
 - Agreement Number
 - Description of service (Category)
 - Cost of service
 - "See attached" – if/when backup documentation or reports are provided in addition to the invoice.
5. Invoices must be submitted electronically to HSA-CFScontracts@smcgov.org.
6. County shall have the option to adjust, modify or add related services to meet its project/program goals as agreed upon by both parties and adjust costs accordingly as long as it does not exceed the total agreement obligation.
7. County shall have the option to adjust funding across line items in the budget shown in Exhibit B1 across fiscal years as agreed upon by both parties and approved by the County in writing as long as it does not exceed the total agreement obligation.

Exhibit B1 - Budgets

Program Name/Ages: StarVista's Together for Families Program		
FY23-24 (9 months)		
Direct Personnel Expense	Full Cost	Cost to this Contract
Program Director	\$ 12,706	\$ 12,706
Program Manager	\$ 64,206	\$ 64,206
Program Coordinator	\$ 59,508	\$ 59,508
MH Clinician - Bayshore	\$ 44,928	\$ 44,928
MH Clinician - Daly City	\$ 44,928	\$ 44,928
MH Clinician - Pacifica	\$ 44,928	\$ 44,928
MH Clinician - Ravenswood	\$ 44,928	\$ 44,928
MH Clinician - Redwood City	\$ 44,928	\$ 44,928
MH Clinician - San Bruno	\$ 44,928	\$ 44,928
MH Clinician - San Mateo	\$ 44,928	\$ 44,928
MH Clinician - South San Francisco	\$ 44,928	\$ 44,928
MH Clinician - Other Site	\$ 44,928	\$ 44,928
MH Clinician - Other Site	\$ 44,928	\$ 44,928
MH Clinician - Other Site	\$ 44,928	\$ 44,928
MH Clinician - Home Visiting/Pre-School/Daycare	\$ 56,376	\$ 56,376
Supervision (11 clinicians)	\$ 25,830	\$ 25,830
Family Partner (Case Mgmt Work)	\$ 48,360	\$ 48,360
Family Partner (Case Mgmt Work)	\$ 48,360	\$ 48,360
Family Partner (Case Mgmt Work)	\$ 48,360	\$ 48,360
Benefits (28%)	\$ 240,216	\$ 240,216
subtotal personnel	\$ 1,098,130	\$ 1,098,130
Operating Expenses		
Supplies/Telephone/Internet/Printing/Postage	\$ 10,688	\$ 10,688
Employee Costs/Mileage Reimbursement/Training	\$ 9,300	\$ 9,300
Facilities & Equipment: Office Rent/Maintenance/Utilities/Security	\$ 52,662	\$ 52,662
Client-Related Costs	\$ 3,006	\$ 3,006
	\$ -	\$ -
subtotal operating expenses	\$ 75,656	\$ 75,656
Admin Expense		
Administrative expense - 10% , as allowed	\$ 234,757	\$ 117,378
subtotal admin expense	\$ 234,757	\$ 117,378
Total Expenses	\$ 1,408,543	\$ 1,291,164

Exhibit C – Performance, Monitoring and Reporting

Contractor agrees to meet the following measure targets and reports:

I. Data Collection

1. Collect and track program and performance data related to participant services and measures using an electronic database system that is secure and adheres to HIPAA and other privacy requirements.

II. Quarterly and Annual Reporting:

1. Contractor agrees to be evaluated based on performance measures indicated in the table under section V below.
2. Contractor will provide Quarterly and Annual Performance Reports. All reports must include, at a minimum, the following data/information:
 - a. Performance outcome data (see section V. Performance Outcomes and Measures)
 - b. Monthly and cumulative client data including but not limited to:
 - i. Number of unduplicated families served (parents, children, caregivers, and families) by service location (school, community, or home)
 - ii. Number of unduplicated individuals (indicating child, adolescent, teen or caretaker/parent)
 - iii. Client demographics
 1. Client race, gender, ethnicity
 2. Client age if available
 - iv. Complicating factors for families including specific needs such as: undocumented, disabilities, housing or food insecurities, etc.
 - v. Number and types of services provided to children, parents, caregivers/families.
 - vi. Number and types of services provide by geographic location and/or school sites.
 - vii. Data related to waitlists (number on waitlist, days on waitlist, etc.)
 - c. A *brief* narrative providing an overview of program services provided as outlined in Exhibit A including:
 - i. program outcomes
 - ii. strengths and worries
 - iii. how and when program or service improvements will be made.
3. Reports will be submitted in a format agreed to by both parties, and electronically sent to HSA-CFScontracts@smcgov.org.
4. Quarterly reports are due by the 15th of the month following the prior quarter's end (ex: October 15, January 15, April 15 and July 15). The year-end report is due on July 15. These reports are different than the OCAP reports (see below).

III. Measure K Reporting:

1. Upon request by County, minimally twice per year, provide performance data to be submitted to the County Executive's Office for Measure K funded services. The report will provide information on, at minimum:
 - a. Percentage of children served through the Children and Family Resource Centers who are at-risk for entry into one or more of the following systems: Child Welfare, Juvenile Justice, or Psychiatric Emergency Services, who

will be prevented from entry into one or more of the identified higher level of care system(s) within the school year because of the provider's interventions and treatments.

- b. Percentage of children with treatment plans who will demonstrate improvement in one or more areas of concern as shown by attainment of treatment plan goal(s) (based on provider reassessment).
2. The total amount funded under Measure K that will require reporting may shift each year. Contractor will work with County Contract Manager to obtain the specific Measure K allocation amounts and reporting template for reporting purposes.

IV. Office of Child Abuse Reporting:

- 1. Upon request by County, complete Office of Child Abuse Prevention (OCAP) Annual Reporting for services funded under OCAP, due in September each year.
 - a. The total amount funded under OCAP that will require annual reporting may shift each year. Contractor will work with County Contract Manager to obtain the specific OCAP allocation amounts for reporting purposes.
- 2. The report will provide at a minimum the following information:
 - a. Unduplicated client demographic information including ethnicity and disability information;
 - b. Unduplicated client counts;
 - c. Information on evidence-based program practices and curricula;
 - d. Annual summary of program outcomes;
 - e. Success story;
 - f. Child Abuse Prevention month activities;
 - g. Outreach and Awareness activities/campaigns;
 - h. Summary of client satisfaction surveys and any other relative surveys.

V. Performance Outcomes/Measures:

Measures/Outcomes	FY23-24*
<i>*Nine month period in FY 23-24</i>	
Community Outcomes	
Percentage of children served through the Children and Family Resource Centers who are at-risk for entry into one or more of the following systems: Child Welfare, Juvenile Justice, or Psychiatric Emergency Services, who will be prevented from entry into one or more of the identified higher level of care system(s) within the school year because of the provider's interventions and treatments.	80%
Engagement	
The minimum number of children who will be provided short-term clinical services.	216
The minimum number of families who will be provided case management services.	212

The minimum number of community outreach activities conducted in San Mateo County each year.	8
Parent Education Services	
Outcome 1: Parents will experience increased knowledge related to parenting skills and techniques, thereby keeping children in their homes safely.	
Indicator: Based on the Pre- and Post-Assessment, the percentage of parents will demonstrate improvement in overall parenting skills.	80% (99 parents)
Outcome 2: Parents will experience increased knowledge of how to locate and access community services and support, thereby keeping children in their homes safely.	
Indicator: Based on the Joint Provider-Family Assessment, the percentage of parents will demonstrate increased knowledge of community services including safety-net and mental healing services, and the ability to successfully connect to needed services.	80% (99 parents)

Measures/Outcomes	FY23-24
Behavioral Health Services	
Outcome 3: Parents and children will have their mental health needs met.	
Indicator: Based on the provider's reassessment based on psychosocial and service plan, the percentage of families and children with treatment plans will demonstrate improvement in one or more areas of concern as shown by the attainment of treatment plan goal(s).	80% (188 parents and children)
Outcome 4: Families will have increased knowledge of services available to them in their communities and will successfully access those services.	
Indicator: Based on the assessment and service plan, the percentage of families will demonstrate increased knowledge of services available in the community as shown by outcomes of a post-test and the completed attainment of service/treatment plan goals.	80% (159 parents and children)

Participant Satisfaction	
Outcome 5: Families will receive quality parent education and short-term clinical services that are timely and accessible.	
Indicator: <i>The percentage of families served will report satisfaction or greater with services received.</i>	90%

VI. Quality Assurance

- a. Maintain a quality assurance plan, monitor plan, and ensure staff are trained on plan for regular performance reviews to ensure continuous quality improvement.
- b. Conduct regular performance reviews of staff and services to ensure continuous quality improvement and client satisfaction.
- c. Perform a monthly self-audit of clinical charts and program services.
- d. Conduct quarterly reviews on all individual participant data, outcomes, programming and progress.
- e. Ensure staff complete regular case consultation notes, progress notes, and attendance to track engagement and progress.
- f. Implement a plan to systemically collect and utilize feedback from clients and schools in an ongoing way to ensure satisfaction of services and needs of families and school sites are met. Obtain feedback from current/former clients/school-sites, and use this feedback to inform program design.
- g. Provide an electronic survey to participants to assess their level of satisfaction. Survey will be developed in collaboration with County. Survey responses/data will be reported by Contractor on a quarterly basis.
- h. Participate in quarterly contract monitoring meetings and annual site visits upon request by County. Any issues identified regarding program performance will be addressed by Contractor appropriately. This may include, but is not limited to, technical assistance and reevaluation of targets and/or processes. County may choose to conduct client interviews as part of a quality assurance assessment.
- i. Provide additional related reports upon request by County.

VII. County will:

- a. Have the option to adjust performance measures and outcomes as agreed to by both parties in writing.

Attachment D – Child Abuse Prevention and Reporting

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, Cal. Penal Code Sections 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 Code Section 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 F - County of San Mateo Fingerprinting Certification Form

DATE: 10/11/2023 | 3:32 PM PDT

AGREEMENT WITH: StarVista

FOR:

staff

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 Mitchell, Ph.D.

TITLE:

SIGNATURE:

CEO

DocuSigned by:
Sara Mitchell, Ph.D.
0AFBCADE7812431...

DATE:

10/11/2023 | 3:32 PM PDT

Attachment H

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

I. DEFINITIONS

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

- A. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- B. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- C. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- D. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- E. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- F. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- G. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

- H. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Business Associate from or on behalf of County.
- I. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- J. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- K. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI *is presumed* to be a breach, unless it can be demonstrated there is a low probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:
 - 1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
 - 2. Identity of the unauthorized person or to whom impermissible disclosure was made;
 - 3. Whether PHI was actually viewed or only the opportunity to do so existed;
 - 4. The extent to which the risk has been mitigated.
- L. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- M. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- N. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

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

- A. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- B. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- C. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.

- D. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- E. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- F. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- G. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- H. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- I. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- J. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- K. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- L. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- M. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.

- N. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- O. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- P. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- Q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying agreement as or required by law.

III. PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

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

IV. OBLIGATIONS OF COUNTY

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

IV. PERMISSIBLE REQUESTS BY COUNTY

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

V. DUTIES UPON TERMINATION OF AGREEMENT

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

I. MISCELLANEOUS

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

ATTACHMENT I

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

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

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

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

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

Name of 504 Person:

Sara Mitchell, Ph.D.

Name of Contractor(s):

StarVista

Street Address or P.O. Box:

610 Elm St #212

City, State, Zip Code:

San Carlos, CA 94070

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

Signature:

DocuSigned by:

Sara Mitchell, Ph.D.

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Title of Authorized Official:

CEO

Date:

10/11/2023 | 3:32 PM 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 disabled person to other providers of those services that are accessible."

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

I. Definitions

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

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

II. Restrictions on Contractor re Use and Disclosure of PII

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

III. Use of Safeguards by Contractor to Protect PII

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

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

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

- Y. 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.
- Z. 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.
- AA. 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.
- BB. 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.
- CC. 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.
- DD. 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.
- EE. 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.
- FF. 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.
- GG. Contractor shall ensure that audit control mechanisms are in place. All Contractor systems processing and/or storing Personally Identifiable Information must have a 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.

- HH. 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.
- II. 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.
- JJ. 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.
- KK. 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.
- LL. 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.
- MM. 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.
- NN. Contractor shall ensure that any PII that must be disposed of will be through confidential means, such as cross cut shredding or pulverizing.
- OO. 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.
- PP. 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.
- QQ. 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.