

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

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, 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 operating and providing Transitional Housing Placement Plus Program (THP+) 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 B—Payments and Rates
- Exhibit B1—Budgets
- Exhibit C—Performance and Reporting
- Attachment F—Fingerprinting Certification Form
- Attachment H—HIPAA Business Associate Requirements
- Attachment I—§ 504 Compliance
- Attachment P—Personally Identifiable Information

**2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, C, and Attachments 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, C, and Attachments F, H, and I, County shall make payment to Contractor based on the rates and in the manner specified in Exhibits B and B1. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. If County determines to withhold payment due to non-performance, County shall issue a corrective action plan. The corrective action plan will outline how to correct services and the Contractor shall respond to the plan within 10 business days. In no event shall County's total fiscal obligation under this Agreement exceed **FOUR MILLION FOUR HUNDRED NINETY-SIX THOUSAND FIVE HUNDRED TWENTY-EIGHT DOLLARS** (\$4,496,528). 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 September 1, 2024, through August 31, 2027.

**5. Termination**

This Agreement may be terminated by Contractor or by the Human Services Agency 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

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 also report to the County the filing by any person in any court any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission, or any other entity charged with the investigation of allegations of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being asserted. Contractor shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations.

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 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 Drive, Belmont, CA 94002  
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

 <p>DocuSigned by: Sara Mitchell, Ph.D. 0AFBCADE7812431...</p>	8/16/2024   11:33 AM 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 outlined in this Exhibit A.

### **I. Program Overview**

This program is designed to provide participants with access to safe, affordable, and supportive housing, as well as financial and educational tools and resources, necessary to overcome barriers to help participants achieve self-sufficiency, permanency, and lifelong connections. This program offers housing and supportive services for 36 cumulative months or until the age of 25, whichever comes first.

### **II. Program Eligibility**

**THP+:** Former foster and/or probation youth (single or parenting) aged 18 to 25, who are actively pursuing their County approved Transitional Independent Living Plan (TILP) goals. Participants must meet the State of California Department of Social Services' (CDSS) THP+ program eligibility criteria. The County will be responsible for conducting fingerprint and background checks on all eligible participants and host-site payees. A final determination on participant eligibility will be made by the Human Services Agency's (HSA) Children and Family Services (CFS) branch should safety concerns arise as a result of the background check.

### **III. Participant Outreach and Referrals, Contractor will:**

- A. Accept referrals from County. County will provide information regarding the program and Contractor's contact information to eligible program participants.
- B. Conduct targeted outreach to eligible participants on a regular and ongoing basis based on information provided by the CFS' THP+ program manager and supervisors.
- C. Ensure that youth, county personnel, community providers and partners are knowledgeable and understand the comprehensive services offered.
- D. Meet monthly with County CFS staff, including the Assembly Bill 12 ([AB 12](#)) supervisors and social workers, monthly to coordinate and transition participants that will soon age or opt out of AB12 program into the THP+ program.
- E. Accept referrals for services from the eligible participant's support and care system including, their social workers, probation officers, community-based partners, and schools.
- F. Accept self-referrals from the young adults.
- G. Participate in 90 days transitional meeting with potential program participants.

### **IV. THP+ Model and Site-Specific Services**

Placement will be determined based on participant need, and as identified through participant's Transitional Independent Living Plan (TILP). A "step-down" approach to placement should be utilized so that participants transition from a higher level of supervision, e.g., from the single site model to a lower-level model such as the scattered or host family site. Services provided will be supportive and aid participants toward successful transition into adulthood and independence. Services will be provided at

hours that are convenient to participants, including evenings and weekends. It is estimated that 36-40 youth will receive THP+ services during the service period.

- A. The **Single Site Model** provides transitional housing services to former foster youth at the County-owned triplex facility in South San Francisco. This model is to be used for young adults who are preparing for a greater level of independence and transition into the scattered site model. This housing option provides the most intensive day to day support from the Program Coordinator, Residential Counselor, and therapeutic staff. Participants placed will be required to work toward goals that will enhance their ability to live independently and be self-sufficient. Participants in this placement are not required to pay rent and will receive additional supportive services under this scope of work, addressed below. Housing under the Single Site Model is contingent upon participation in services and programming, as well as compliance with program rules. This model is projected to serve up to 9 youth, however the total number served may vary throughout the service term.

Under this model, Contractor will:

1. Prioritize placement for participants with a diagnosed mental health disorder, behavioral issues and/or more serious challenges with their independent living skills.
  2. Consult with the CFS THP+ program manager prior to placement if the participant does not demonstrate or have a diagnosed mental health disorder, behavioral issue(s), and/or more serious challenges to obtaining their independent living skills.
  3. Consult with the CFS THP+ program manager if a participant is eligible for placement but all units are occupied.
  4. Temporarily place participant in a transitional shelter program managed by Contractor upon County THP+ program manager approval. Costs associated with this placement shall not be billed.
  5. Provide onsite staff 5 days per week, 10-12 hours per day (8 a.m. – 8 p.m.), depending on client needs to provide intensive case management, including employment and education support, crisis intervention, conflict resolution, physical health, and mental health support, etc.
  6. Provide intensive 24-hour day to day support to participants including crisis intervention, conflict resolution, and needed mental health support.
  7. Provide shared furnished housing and ancillary services at the County-owned single site location.
  8. Provide rent (participants will not be required to pay rent). Utilities will be paid for by service provider on behalf of the youth.
  9. Notify the THP+ program manager/supervisor to discuss and address circumstances in which a participant is unable to meet the 30 hour per week requirement due to emotional or physical disabilities.
  10. Be responsible for exiting any participant who is not compliant with the program rules from the THP+ program, as well as from the housing provided at the Single Site Model in compliance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations.
  11. Provide support to assist participant(s) to transition from single site to a more independent site such as scattered site.
- B. The **Host Family Model** provides a safe, stable, environment that supports and nurtures an existing relationship between a former foster youth and a caring, supportive adult. This model also supports a young adult's transition from adolescence to adulthood in a structure that mirrors the experiences of young adults from intact families. This option is often best suited

for youth aging out of AB12 services and provides continuity and stability in housing and support from their adult mentor. This model is projected to serve up to 5-7 youth, however the total number served may vary.

Under this model, Contractor will:

1. Assist participant(s) identify safe, caring, and supportive adult(s) interested in providing housing through a “host family” placement.
  2. Assist participant(s) engage with the adult supporter in a discussion regarding a host family placement.
  3. Discuss host placement with participant and if agreed, facilitate placement and maintenance of the host placement.
  4. Survey the host family site with the participant to ensure it is safe and habitable, as defined by the Department of Housing and Urban Development standards (e.g., smoke alarm and carbon monoxide detector).
  5. Teach or demonstrate to the participant how to evaluate and assess future housing options independently in the future.
  6. Interview the host family to ensure they are prepared to support the young-adult and if necessary, provide informational training sessions, and insight on how to manage challenges, to support the host family in serving this population.
  7. Establish a Host Family Agreement that will function as a lease.
  8. Review and explain the lease agreement with participant to provide real-life experience that will help them successfully navigate future and more independent housing options.
  9. Meet with participant and host family to review program information, the Host Family Agreement, and sign the Agreement.
  10. Meet with participant and host family in the home at least once per quarter. The purpose of the meeting will be to check-in on the placement, identify what is going well and what can be improved, and recognize participant’s achievements.
  11. Help participant nurture the host-family placement to promote permanency and/or a positive, lifelong connection.
  12. Serve as the point of contact for the host family and be available to respond to their questions or concerns.
  13. Maintain a role as a trauma-informed, solution-focused advocate for participants as they navigate through challenges or concerns that arise while in their living arrangement. Contractor will facilitate mutually agreed upon solutions between host family and participant whenever possible.
  14. Provide information and support for crisis intervention and suicide prevention to hosts and raise hosts’ awareness of these services. Support will be provided 24 hours a day, seven days a week.
  15. Provide support to assist participant(s) transitioning from a host site to a more independent site such as a scattered site.
  16. Touch base with participants at least once a month to make sure their needs are being addressed.
- C. The **Scattered Site Model** includes the leasing of apartments/housing in various locations throughout the community. The lease agreements will be held by the participant. This site can include units where parenting youth (scattered site-parent) live with their children, or a multi-bedroom apartment shared by more than one participant (scattered site-single). There must be a lease agreement in place, which case managers help facilitate. This model can also include housing arrangements in which the participant rents a room where the homeowner or master tenant functions solely as a landlord and does not provide any care or supervision to

the participant. Ideally, the monthly rent shall not exceed 30% of participant's gross income. This model emphasizes preparing participants to transition into independence. Services are supportive and educational so that participants exit the program with a better understanding and readiness to navigate similar experiences in the future on their own, after program exit. The scattered-single model is projected to serve 17-20 youth, and the scattered-parent model is projected to serve up to 5-7 youth. However, the total number served may vary.

Under this model, Contractor will:

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

## **V. Additional THP+ Services**

In addition to the site-specific services, Contractor will provide comprehensive housing placement, TILP planning, and assessment. In addition, Contractor will provide supportive services to aid participants toward a successful transition from out-of-home placements to independent living.

- A. Intake, Placement, and Assessment, Contractor will:
  1. Contact and schedule an initial intake interview, in-person, at a time and location that is convenient for the participant.
  2. Assess participant's existing TILP or develop a TILP for participants who don't have one.
  3. Assess and determine which housing site model is appropriate for participant.
  4. Communicate, via email, all placement recommendations, and decisions to the CFS THP+ program manager and supervisor.
  5. Explore with participant the direction of their goals as defined by the TILP and assess participant's level of readiness to begin and/or continue to work toward their TILP goals.
  6. Submit assessment results and/or updated TILP goals to the participant's social worker if applicable. If participant no longer has a social worker, Contractor will track results/update goals in participant's case file.
  7. Assess any reason(s) why a participant is re-enrolling (if previously exited the program early) to identify and develop TILP goals that will lead to successful program participation, completion, and transition into independence.

8. Review the TILP on a regular basis and highlight participant successes, identify new and continuing challenges/barriers to work towards overcoming challenges.
9. Modify, add, or change existing TILP goals, as identified and needed, on an ongoing basis through case management meetings.

B. Housing Plan, Contractor will:

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

C. Subsidized Rental and Living Expenses, Contractor will:

1. Provide THP+ Program subsidies for participant's living expenses up to a maximum limit not to exceed what is in the Contractor's program budget (shown in Exhibit B1). Subsidies for living expenses include rent, utilities, transportation, food, and telephone. The subsidy amount provided to participant will be based on the participant's income and expenses. Subsidy amount may be pro-rated depending on youth's participation start/end date. See Section R below for details about the step-down model and diversion of the subsidy to a graduation savings program.
2. Ensure participant pays the difference between the living expenses and the participant's maximum subsidy amount. For example: If monthly rent for a Host Participant is \$1,500, and their subsidy is \$1,220, the participant must pay the difference of \$280 per month. This rule also applies if a participant has rent that is lower than their subsidy. For example, if rent is \$1,000 and the participant's subsidy is \$1,220, then the remaining balance of \$220 shall be put into a savings account on behalf of the participant.

D. Apartment Furnishings, Contractor will:

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

E. Leases and Landlord Mediation

1. Review the terms and conditions of the lease agreement with the participant prior to signing to ensure participant's understanding of their obligations.

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

#### F. Case Management

1. Initiate and facilitate bi-weekly case management meetings with participants to develop and track individualized goals through the TILP. Meetings should be in-person at easily accessible community-based locations. However, to accommodate a participant's schedule the Contractor may schedule meetings over the phone. In addition, Contractor will schedule monthly meetings with participants in the Scattered Housing Option. These meetings will occur at the participant's residence to ensure the placement remains safe and stable.
2. Develop professional relationships with participants and guide them toward understanding their needs and goals to support their progress towards, and attainment of, their educational/vocational goals.
3. Offer guidance/assistance to make, and facilitate, connections to community resources for which participants are eligible. Service connections should assist them with the realization of their TILP goals to benefit the participant's exit from the program.
4. Provide mentorship to include guidance and assistance in areas such as participant's general needs, progress towards goals, and direct linkages to education, employment, financial, housing, or other community resources.
5. Provide direct accompaniment and advocacy. This includes, but is not limited to, accompanying participants to community-organizations or non-profits to demonstrate how to successfully request services. Services requested or provided must help ensure that the participant is learning the skills necessary to live independently upon program exit.
6. Provide information and referrals for any unmet needs identified during the assessment to help participant achieve their TILP goals. This includes working directly with participants to ensure they understand how to access services and/or complete required life tasks. Topics include, but are not limited to, the following:
  - a. General Life Tasks/Adulthood: self-esteem, childcare, responsibilities of having a vehicle
  - b. Housing: landlord/tenant rights, apartment cleanliness, roommate mediation
  - c. Budgeting to maximize income: financial literacy, planning nutritious and healthy meals, comparison shopping
  - d. Accessing resources: public benefits/financial assistance, medical services, transportation
  - e. Employment: career planning, job readiness, job search, application, interviewing, Workforce Investment Opportunity Act (WIOA), employer benefits
  - f. Education: applying for scholarships/financial aid, registering for classes

#### G. Crisis Intervention and Support, Contractor will:



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

H. Individual and Group Therapy, Contractor will:

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

I. Job Readiness, Contractor will:

1. Help youth understand vocational resources in their community.
2. Provide resources and linkage with local programs focused on employment including, but not limited to NOVA Job Center, STEP Program, San Mateo County employment programs, JobTrain, Daly City Partnership and Year Up.
3. Refer participants to the County's CFS contracted employment services provider and/or the NOVA Job Center.

J. Mentoring, Contractor will

1. Serve as mentors to participants, including seeking out members of participant's community to also serve as mentors (neighbors, volunteer groups), and provide referrals to community-based agencies for more structured mentoring opportunities.

K. Lifelong Connections, Contractor will:

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

L. Preparation for Independence and Exit, Contractor will:

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

M. Financial Planning for Independence, Contractor will:

1. Assist participants with creating a realistic budget and reviewing monthly to help participants determine if they can live independently or if they will need to live in shared housing.
2. Help problem solve with participants including helping them identify roommate options for shared living, and/or working with other participants within the program.
3. Develop participant’s ability to live independently by providing participants with hands-on classes such as budgeting, shopping, and cooking.

4. Ensure that participant attends at least two (2) financial literacy workshop per year. County will provide access to the County's ILP workshops.

N. Housing Search, Contractor will:

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

O. Affordable Housing Advocacy and Opportunity, Contractor will:

1. Conduct targeted outreach and develop relationships with housing providers. This includes relationship building with local landlords as well as County contracted providers, non-profit agencies, and housing developers to develop or identify affordable housing placement opportunities for program participants within their communities.
2. Stay connected to County and housing providers to ensure participants can enter more secure housing or housing programs (e.g., Family Unification Program (FUP)/Foster Youth to Independence (FYI) voucher) upon exit from the THP+ program.

P. Educational Advocacy and Support, Contractor will:

1. Provide participants with information, referrals/linkages to available community and school-based resources/tools to help them obtain their high-school diploma, GED or high-school proficiency, post-secondary education, or vocational schooling.
2. Ensure participants who are pursuing college or other post-high school training are provided with assistance to do so. This includes connecting participants to the following:
  - CFS educational service staff and/or contracted providers
  - Tutoring services
  - Financial aid resources
  - Guardian Scholars and other youth-focused educational programs at local colleges and schools
3. Provide direct accompaniment and advocacy to participants who require additional support to maximize referrals and resources or are experiencing challenges in obtaining a resource. This includes modeling the appropriate behaviors and skills necessary for the participant to successfully obtain future resources independently.

Q. Financial Assistance and a System for Payments, Contractor will:

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

- b. Make check payments directly to the payee (i.e. issue checks directly to landlords and utility companies) for participants who demonstrate low financial literacy and need support to manage their finances.
  - c. Make payments directly to participants who demonstrate medium to high financial literacy, who will then make payments directly to the payee (i.e. landlords and utility companies).
  - d. Implement a system of payments combining both methods above where some payments are made to the participant by check, and other payments are made directly to the payee as appropriate.
  - e. Provide assistance in the form of a gift card, or check, to participants to purchase food and other necessities (e.g. gas, supplies). Checks will be issued to participants who then can manage their finances to purchase necessities.
2. Provide support to participants at the Single Site location to develop financial skills such as making payments, setting up utilities in their names, ultimately leading participants to achieve a greater level of independence and step down to more independent living site models.

R. Saving Programs, Contractor will:

1. Emancipated Savings Fund: An emancipation fund will be established and managed by the County for each participant who achieves specific independent living skill goals of which \$50 for non-parents and \$100 for parenting participants will be deposited monthly on their behalf. If the participant is not in the program for a full month, this amount will be pro-rated. The total balance in the fund (based on participant’s total length of stay in the program) shall be distributed to the participant upon program exit, or earlier in extenuating circumstances, as permitted by the CDSS THP+ program guidelines.
2. Provide County with a monthly report of program participants and the amount to transfer into each emancipation fund (\$50, \$100 or a pro-rated amount within).
3. Assist participants through a Step-Down Saving Model to gradually achieve independence. Participants in the Host Family and Scattered site placements will follow one of the “step-down” models:
  - a. Good Student Discount Option  
Participants engaging in full-time post-secondary education (as defined by educational institution) will be eligible to maintain the percentage of subsidy to rent at 75 percent or actual rent amount, whichever is less, until found to be ineligible (no longer enrolled in post-secondary education full-time). The remaining balance will be deposited into an FDIC insured savings account managed by the County. Participants will sign into the option and the Contractor will ensure ongoing eligibility of participants that choose to opt into the Good Student Discount Option.

The following schedule will be utilized for the Good Student Discount Model:

% of Subsidy to Rent	% of Subsidy to Savings	Duration in Program
75% or actual rent, whichever is less	25% or remaining amount	Not Applicable

b. Graduation Savings:

Participants will receive a percentage of their total rental subsidy, or actual rent amount, whichever is less, and the remaining balance will be deposited into an FDIC insured savings account managed by the County. The percentage is determined by the participant’s duration in the program. Contractor shall:

- i. Provide a monthly report to the County that includes participants and the amount to be transferred into their savings fund.
- ii. The following schedule will be utilized for rental assistance and youth subsidies for Single Youth residing in a Scattered Site:

<b>Rental Assistance and Youth Subsidies under Graduation Savings Model</b>		
<b>% of Support</b>	<b>Timeframe</b>	<b>Amount</b>
100%	1 <sup>st</sup> 6 months	Not to exceed \$1220.00 per month
75%	2 <sup>nd</sup> 6 months	Not to exceed \$915.00 per month
75%	3 <sup>rd</sup> 6 months	Not to exceed \$915.00 per month
50%	4 <sup>th</sup> 6 months	Not to exceed \$610.00 per month
25%	5 <sup>th</sup> 6 months	Not to exceed \$305.00 per month
0%	6 <sup>th</sup> 6 months	Stipend only

- iii. The following schedule will be utilized for rental assistance and participant subsidies for Parenting Youth residing in a Scattered Site:

<b>Rental Assistance and Youth Subsidies under Graduation Savings Model</b>		
<b>% of Support</b>	<b>Timeframe</b>	<b>Amount</b>
100%	1 <sup>st</sup> 6 months	Not to exceed \$1477.00 per month
75%	2 <sup>nd</sup> 6 months	Not to exceed \$1107.75 per month
75%	3 <sup>rd</sup> 6 months	Not to exceed \$1107.75 per month
50%	4 <sup>th</sup> 6 months	Not to exceed \$738.50 per month
25%	5 <sup>th</sup> 6 months	Not to exceed \$369.25 per month
0%	6 <sup>th</sup> 6 months	Stipend only

**VI. Participant Rights, Contractor will:**

- A. Follow all Federal and State fair housing laws and offer or refer training to participants in fair housing laws as well as landlord/tenant rights.

- B. Review program expectations and rules with participants, using a written orientation booklet that outlines the program policies to ensure participant's understanding of program expectations/rules.
- C. Include a restatement of the Transitional Housing Misconduct Act in the lease/orientation booklet provided to participants to ensure they are adequately informed of expectations/requirements under that law.
- D. Issue warnings to participants who have violated program rules/expectations to help participants maintain compliance and ensure their success. Participants may appeal the warning and/or file a grievance about any or all parts of the program.
- E. Address participant's concerns to ensure their success in the program.
- F. When necessary, terminate a participant from the program for program and/or policy violations with approval from the County THP+ program manager or his/her designee. Written approval must be received in advance of termination. Under no circumstances shall a participant be terminated from the program before the County has been notified and approves.
- G. Initiate, participate, and facilitate mediation between the provider, participant, and the County at the request of the participant or the County.

**VII. Additional Program Requirements, Contractor will:**

1. Ensure its program staff are over the age of twenty-one (21), pass a criminal record clearance, and are adequately trained to work with the participants (former foster youth). "Adequately trained" is defined as meeting standards for organizational, program, and contractual training as specified below.
2. Ensure its program staff complete 20 hours of training a year. Training must include topics that are pertinent to program (THP+) participants/population as well as program, contract, and Contractor-specific trainings such as:
  - Crisis de-escalation/Intervention
  - Guidelines and best practices for THP+
  - Cultural Competency/Diversity trainings/Cultural Humility
  - Trauma-informed care
  - Commercially Sexually Exploited Children
  - Mandated contractual trainings (e.g. mandated reporter and CPR)
  - Foster youth and juvenile justice systems
  - Brief Mental Status Exams
  - Drug and alcohol use including OD intervention and harm reduction
  - Client and professional boundaries
  - Working with resistance/challenging behaviors
  - Gangs, police, and other community factors
3. Conduct LiveScan fingerprinting and criminal background checks for any employees and/or subcontractors, assignees, and volunteers who perform required services . In addition, Contractor will:
  1. Be on the Federal Department of Justice approved recipient list, having an Originating Agency Identification (ORI) Number for LiveScan fingerprinting, and must maintain that approval while providing services under this Agreement.
  2. Have a process in place for receiving, assessing, and addressing criminal records.

3. Ensure it reports any violations that are found from background checks of persons performing services to County immediately.
4. Submit a copy of the organization's fingerprinting policies and procedures, upon execution of this Agreement.
4. Comply with County facilitated annual reviews of services/Agreement compliance. Reviews may include quarterly on-site visits to housing units to assess the quality of services provided to participants. Upon County's request either before or during the review, Contractor shall submit documents including, but not limited to, accounting information, annual reports, client lists, practice details, and policies and procedures.
5. Ensure that each participant has a separate, confidential record, where information on outcomes, meetings, and financial assistance is documented and tracked to chart services provided and participant's progress.
6. Utilize Efforts to Outcomes (ETO) to record outreach efforts and document supportive services provided to individual participants and provide the County with participant reports upon requests.
7. Contractor will administer a quarterly survey of participants enrolled in or exiting the THP+ program to assess their satisfaction and impact of the THP+ program on their quality of life.
8. Contractor will administer a 3-and 6-month follow-up survey of participants that have transitioned from THP+ to further understand the impact of the THP+ program on their living situation.

**VIII. County will:**

- A. Refer participants to Contractor.
- B. Provide information regarding the program and Contractor's contact information to eligible program participants.
- C. Have the option to adjust, modify, or add services to meet program goals as agreed to by both parties in writing as long as it does not exceed the total obligation amount.

**Exhibit B – Payments and Rates**

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:

- A. Contractor shall invoice County monthly for THP+ services shown in Exhibit A based on the per youth rate shown below and the budgets in Exhibit B1. Contractor will invoice County for indirect costs using the 15% de minimis rate, calculated off modified total direct costs\*. Documentation supporting these costs must be retained and made available for audit purposes. Invoices shall be itemized by youth. Rates include subsidies (rent, utilities, food, phone, and transportation), emancipation fund, personal necessities, furnishings, administrative support/salaries, operating expenses, and case management services. Partial months shall be pro-rated. Invoices must be accompanied by a line-item accounting for monthly 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 along with the invoice. Payment is dependent on submission of supporting documentation and may be delayed if supporting documentation is not received. 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 5. Invoices must be submitted electronically to HSA-CFScontracts@smcgov.org with a copy to the Contract Manager (Ayun@smcgov.org).
- B. 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
  - Cost of service
  - “See attached” – backup documentation or reports provided in addition to the invoice.
- C. Contractor will be paid upon receipt and approval of invoices, backup documentation, and required reporting.
- D. Rates/Costs
  - Single Site \$2,882
  - Host Family Site: \$3,146
  - Scattered Parent \$3,626
  - Scattered Single \$3,146

Expense	Single Site	Host Family	Scattered Sites - Parent	Scattered Sites – Single
<b>Personnel Costs</b>				
Salaries	\$1,447	\$504	\$522	\$500
Payroll Taxes	\$115	\$40	\$42	\$40
Employee Benefits	\$289	\$100	\$104	\$100
<b>Subtotal Personnel Costs</b>	<b>\$1,851</b>	<b>\$644</b>	<b>\$668</b>	<b>\$640</b>
<b>Operating Expenses</b>				



Rental Subsidy	\$0	\$1,220	\$1,477	\$1,220
Food Subsidy	\$275	\$300	\$450	\$300
FDIC insured savings deposit – managed by HSA				
Other Client Support	\$100	\$100	\$100	\$100
Transportation Subsidy	\$75	\$75	\$75	\$75
Utilities	\$40	\$40	\$40	\$40
Phone (Youth)	\$30	\$30	\$30	\$30
Program Supplies	\$55	\$55	\$55	\$55
Staff Occupancy and Rent	\$93	\$199	\$199	\$199
Staff Mileage and Travel	\$66	\$105	\$105	\$105
Phones (Staff)	\$35	\$35	\$35	\$35
Start Up Costs	\$0	\$57	\$59	\$57
<b>Direct Client Costs</b>	<b>\$520</b>	<b>\$1,765</b>	<b>\$2,172</b>	<b>\$1,765</b>
<b>MTDC Operating Expenses</b>	<b>\$249</b>	<b>\$451</b>	<b>\$453</b>	<b>\$451</b>
<b>Indirect Costs</b>				
Administrative Overhead 15%	\$315	\$164	\$168	\$164
<b>Per Youth Total Amount</b>	<b>\$2,935</b>	<b>\$3,024</b>	<b>\$3,461</b>	<b>\$3,020</b>

E. County shall have the option to adjust funds across line items and fiscal years in the budget shown in Exhibit B1 to meet its program goals, as agreed upon by both parties and approved by County in writing as long as it does not exceed the Agreement’s amount.

\*Per 2 CFR 200.1 the definition of Modified Total Direct Cost (MTDC) means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs and the portion of each subaward in excess of \$50,000. Other items may only be excluded when necessary to avoid a serious inequity in the distribution of indirect costs, and with the approval of the cognizant agency for indirect costs.

**Exhibit B1**

Line Item	Total Program Budget	Funding Request (detail how funds will be spent per line item)		
<b>Revenue</b>				
Individual Contributions	\$ -			
Donations	\$ -			
<b>HSA funding (amount requested)</b>	\$ 1,471,623	\$ 1,471,623		
	\$ -			
<i>Other government contracts (list each contract/funding on it's own line- please add in more rows if needed)</i>				
Other Private Funding	\$ 195,945			
In kind (facilities and maintenance)	\$ -			
In kind (other)	\$ -			
<b>Total Revenue</b>	\$ 1,667,568	\$ 1,471,623		
			STAFFING DETAILS	
<b>Expense</b>			General units - units funded partially or wholly via the funding requested under this contract	
			STAFFING DETAILS	
<b>Direct Personnel Expense</b>	<b>Full Cost</b>	<b>Cost to this Contract</b>	<b>% Attributed this Contract</b>	<b>cost for these FTE</b>
Chief Clinical Officer	\$ 9,961	\$ 9,961	100%	\$ 9,961
Department Director	\$ 27,144	\$ 27,144	100%	\$ 27,144
Program Manager	\$ 87,696	\$ 87,696	100%	\$ 87,696
On-Site Coordinator	\$ 66,816	\$ 66,816	100%	\$ 66,816
Housing Specialist	\$ 39,150	\$ 39,150	100%	\$ 39,150
Case Manager	\$ 36,540	\$ 36,540	100%	\$ 36,540
Case Manager	\$ 58,464	\$ 58,464	100%	\$ 58,464
Case Manager	\$ 58,464	\$ 58,464	100%	\$ 58,464
Benefits (Direct Labor)	\$ 103,743	\$ 103,743		
<b>subtotal personnel</b>	\$ <b>487,978</b>	\$ <b>487,978</b>		
<b>Operating Expenses</b>				
Office Supplies	\$ 500	\$ 500		
Program Supplies	\$ 7,500	\$ 7,500		
Telephone/Internet	\$ 6,000	\$ 6,000		
Postage/Shipping	\$ 100	\$ 100		
Printing/Stationary	\$ 100	\$ 100		
Mileage Reimbursement	\$ 200	\$ 200		
Recruiting	\$ 2,000	\$ 2,000		
Rent/Office - 700 Claremont #108	\$ 5,450	\$ 5,450		
Common Area Maintenance - 700 Claremont #108	\$ 275	\$ 275		
Equip Lease/Rent	\$ 350	\$ 350		
Maint/Repair/Security	\$ 36,000	\$ 36,000		
Filing Fees/Fingerprints	\$ 50	\$ 50		
Health Screen/Employees	\$ 50	\$ 50		
Client Costs - Allowance/Transportation (O&G)	\$ 50,760	\$ 50,760		
Client Costs - Rental Subsidy:	-	-		
Scattered Sites - Host	\$ 102,480	\$ 102,480		
Scattered Sites - Family	\$ 124,068	\$ 124,068		
Scattered Sites - Single	\$ 300,919	\$ 300,919		
Client Costs - Living Subsidy:	-	-		
Scattered Sites - Host	\$ 45,780	\$ 45,780		
Scattered Sites - Family	\$ 58,380	\$ 58,380		
Scattered Sites - Single	\$ 146,000	\$ 146,000		
Client Costs - Utilities	\$ 11,500	\$ 11,500		
Client Costs - Food	\$ 1,200	\$ 1,200		
Client Costs - Other	\$ 2,000	\$ 2,000		
<b>subtotal operating expenses</b>	\$ <b>901,662</b>	\$ <b>901,662</b>		
<b>Admin Expense</b>				
Administrative expense (note costs are pooled and allocated to sites; not allocated to sites by admin overhead and accounting)	\$ 277,928	\$ 81,983		
<b>subtotal admin expense</b>	\$ <b>277,928</b>	\$ <b>81,983</b>		
<b>Total Expenses</b>	\$ <b>1,667,568</b>	\$ <b>1,471,623</b>		

Program Name:				
THP+ FY25-26				
Line Item	Total Program Budget	Funding Request (detail how funds will be spent per line item)		
<b>Revenue</b>				
Individual Contributions	\$ -			
Donations	\$ -			
<b>HSA funding (amount requested)</b>	\$ 1,498,103	\$ 1,498,103		
	\$ -			
<i>Other government contracts (list each contract/funding on it's own line please add in more rows if needed)</i>				
Other Private Funding	\$ 197,378			
In kind (facilities and maintenance)	\$ -			
In kind (other)	\$ -			
<b>Total Revenue</b>	\$ 1,695,481	\$ 1,498,103		
<b>STAFFING DETAILS</b>				
<b>General units - units funded partially or wholly via the funding requested under this contract</b>				
<b>Expense</b>				
<b>STAFFING DETAILS</b>				
<b>Direct Personnel Expense</b>	<b>Full Cost</b>	<b>Cost to this Contract</b>	<b>% Attributed this Contract</b>	<b>cost for these FTE</b>
Chief Clinical Officer	\$ 10,459	\$ 10,459	100%	\$ 10,459
Department Director	\$ 28,501	\$ 28,501	100%	\$ 28,501
Program Manager	\$ 91,350	\$ 91,350	100%	\$ 91,350
On-Site Coordinator	\$ 69,489	\$ 69,489	100%	\$ 69,489
Housing Specialist	\$ 40,716	\$ 40,716	100%	\$ 40,716
Case Manager	\$ 38,002	\$ 38,002	100%	\$ 38,002
Case Manager	\$ 60,803	\$ 60,803	100%	\$ 60,803
Case Manager	\$ 60,803	\$ 60,803	100%	\$ 60,803
Benefits (Direct Labor)	\$ 108,033	\$ 108,033		
<b>subtotal personnel</b>	\$ 508,154	\$ 508,154		
<b>Operating Expenses</b>				
Office Supplies	\$ 500	\$ 500		
Program Supplies	\$ 7,500	\$ 7,500		
Telephone/Internet	\$ 6,300	\$ 6,300		
Postage/Shipping	\$ 100	\$ 100		
Printing/Stationary	\$ 100	\$ 100		
Mileage Reimbursement	\$ 200	\$ 200		
Recruiting	\$ 1,000	\$ 1,000		
Rent/Office - 700 Claremont #108	\$ 5,580	\$ 5,580		
Common Area Maintenance - 700 Claremont #108	\$ 280	\$ 280		
Equip Lease/Rent	\$ 400	\$ 400		
Maint/Repair/Security	\$ 37,800	\$ 37,800		
Filing Fees/Fingerprints	\$ 50	\$ 50		
Health Screen/Employees	\$ 50	\$ 50		
Client Costs - Allowance/Transportation (O&G)	\$ 50,760	\$ 50,760		
Client Costs - Rental Subsidy:	-	-		
Scattered Sites - Host	\$ 102,480	\$ 102,480		
Scattered Sites - Family	\$ 124,068	\$ 124,068		
Scattered Sites - Single	\$ 300,919	\$ 300,919		
Client Costs - Living Subsidy:	-	-		
Scattered Sites - Host	\$ 45,780	\$ 45,780		
Scattered Sites - Family	\$ 58,380	\$ 58,380		
Scattered Sites - Single	\$ 146,000	\$ 146,000		
Client Costs - Utilities	\$ 12,000	\$ 12,000		
Client Costs - Food	\$ 1,500	\$ 1,500		
Client Costs - Other	\$ 3,000	\$ 3,000		
<b>subtotal operating expenses</b>	\$ 904,747	\$ 904,747		
<b>Admin Expense</b>				
Administrative expense (note costs are pooled and allocated to sites; not allocated to sites by admin overhead and accounting)	\$ 282,580	\$ 85,202		
<b>subtotal admin expense</b>	\$ 282,580	\$ 85,202		
<b>Total Expenses</b>	\$ 1,695,481	\$ 1,498,103		

Program Name:					
THP+ FY26-27					
Line Item	Total Program Budget	Funding Request (detail how funds will be spent per line item)			
<b>Revenue</b>					
Individual Contributions	\$ -				
Donations	\$ -				
<b>HSA funding (amount requested)</b>	\$ 1,526,802	\$ 1,526,802			
	\$ -				
<i>Other government contracts (list each contract/funding on it's own line- please add in more rows if needed)</i>					
Other Private Funding	\$ 198,939				
In kind (facilities and maintenance)	\$ -				
In kind (other)	\$ -				
<b>Total Revenue</b>	\$ 1,725,741	\$ 1,526,802			
<b>STAFFING DETAILS</b>					
<b>General units - units funded partially or wholly via the funding requested under this contract</b>					
<b>STAFFING DETAILS</b>					
<b>Direct Personnel Expense</b>	<b>Full Cost</b>	<b>Cost to this Contract</b>	<b>% Attributed this Contract</b>	<b>cost for these FTE</b>	
Chief Clinical Officer	\$ 10,982	\$ 10,982	100%	\$ 10,982	
Department Director	\$ 29,925	\$ 29,925	100%	\$ 29,925	
Program Manager	\$ 95,004	\$ 95,004	100%	\$ 95,004	
On-Site Coordinator	\$ 72,266	\$ 72,266	100%	\$ 72,266	
Housing Specialist	\$ 42,347	\$ 42,347	100%	\$ 42,347	
Case Manager	\$ 39,515	\$ 39,515	100%	\$ 39,515	
Case Manager	\$ 63,225	\$ 63,225	100%	\$ 63,225	
Case Manager	\$ 63,225	\$ 63,225	100%	\$ 63,225	
Benefits (Direct Labor)	\$ 112,452	\$ 112,452			
<b>subtotal personnel</b>	\$ 528,941	\$ 528,941			
<b>Operating Expenses</b>					
Office Supplies	\$ 500	\$ 500			
Program Supplies	\$ 7,500	\$ 7,500			
Telephone/Internet	\$ 6,600	\$ 6,600			
Postage/Shipping	\$ 100	\$ 100			
Printing/Stationary	\$ 100	\$ 100			
Mileage Reimbursement	\$ 200	\$ 200			
Recruiting	\$ 1,000	\$ 1,000			
Rent/Office - 700 Claremont #108	\$ 5,750	\$ 5,750			
Common Area Maintenance - 700 Claremont #108	\$ 290	\$ 290			
Equip Lease/Rent	\$ 450	\$ 450			
Maint/Repair/Security	\$ 39,700	\$ 39,700			
Filing Fees/Fingerprints	\$ 50	\$ 50			
Health Screen/Employees	\$ 50	\$ 50			
Client Costs - Allowance/Transportation (O&G)	\$ 50,760	\$ 50,760			
Client Costs - Rental Subsidy:	-	-			
Scattered Sites - Host	\$ 102,480	\$ 102,480			
Scattered Sites - Family	\$ 124,068	\$ 124,068			
Scattered Sites - Single	\$ 300,919	\$ 300,919			
Client Costs - Living Subsidy:	-	-			
Scattered Sites - Host	\$ 45,780	\$ 45,780			
Scattered Sites - Family	\$ 58,380	\$ 58,380			
Scattered Sites - Single	\$ 146,000	\$ 146,000			
Client Costs - Utilities	\$ 12,500	\$ 12,500			
Client Costs - Food	\$ 2,000	\$ 2,000			
Client Costs - Other	\$ 4,000	\$ 4,000			
<b>subtotal operating expenses</b>	\$ 909,177	\$ 909,177			
<b>Admin Expense</b>					
Administrative expense (note costs are pooled and allocated to sites; not allocated to sites by admin overhead and accounting)	\$ 287,623	\$ 88,685			
<b>subtotal admin expense</b>	\$ 287,623	\$ 88,685			
<b>Total Expenses</b>	\$ 1,725,741	\$ 1,526,802			

### **Exhibit C – Performance and Reporting**

Contractor agrees to meet the following measures, targets, and provide the following reports. Contractor agrees to be evaluated based on performance measures indicated in the table under section III below.

#### **I. Program Outcomes**

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

#### **II. Reporting**

- A. Contractor will be responsible for collecting, entering, tracking, and reporting the data for program participants and outcome measures related to the services provided by Contractor in an electronic database system that adheres to HIPAA and other privacy requirements as outlined in Attachment P.
- B. Contractor will submit reports in a format specified by the CFS Program Manager on the dates specified and including the following information:
  - a. Monthly Savings Program reports are due by the 15<sup>th</sup> day of each month for the previous month and should be submitted with the monthly invoice.
    - i. Goal Specific Savings Fund report shall include program participants, specific independent living skills goal met, and the amount to transfer into each emancipation fund (\$50, \$100 or a pro-rated amount within).
    - ii. Graduation Saving report shall include program participants and the amount to be transferred into their saving fund.
  - b. Monthly reports will include at a minimum the following information:
    - i. Client name and age
    - ii. Date of referral
    - iii. Referral/Enrollment status
    - iv. Date of assessment
    - v. Services provided (by type)
    - vi. Housing placement date and type
    - vii. Months enrolled in program
    - viii. Months remaining in program before exit
    - ix. Date of transitional plan completion
    - x. Number of contacts made with participants
    - xi. Types of contact (In-Person, Phone, Text, etc.)
    - xii. Outcomes of contacts
- C. Contractor will provide quarterly and annual reports to include participant data and a brief narrative providing an overview of program services provided as outlined in Exhibit A. Quarterly reports are due by 15<sup>th</sup> of the month following the prior month/quarter's end (ex: April 15, July 15, October 15, and January 15). The year-end annual report is due on July 15.
- D. Reports will be submitted in a format agreed to by both parties and electronically sent to [HSA-CFScontracts@smcgov.org](mailto:HSA-CFScontracts@smcgov.org) with a copy to the CFS Program Manager ([ayun@smcgov.org](mailto:ayun@smcgov.org)).
- E. Provide additional reports and/or data upon request by County as agreed to by both parties to meet program goals as long as it does not exceed the total obligation amount.

**III. Performance Measures**

<b>Outcomes and Indicators</b>	<b>FY 24-27</b>
<b>Outcome:</b> The THP+ program will assist participants achieve their self-sufficiency goals.	
<b>Key Performance Indicator:</b> Percentage of participants receiving THP+ services will maintain college placement/vocational training or employment.	<b>90%</b>
<b>Key Performance Indicator:</b> The minimum number of Financial Literacy sessions that each participant will participate in each year under this Agreement.	<b>2</b>
<b>Outcome:</b> The THP+ program will increase the employability of emancipated foster/probation youth.	
<b>Key Performance Indicator:</b> Percentage of participants, not enrolled in full-time post-secondary education, receiving THP+ services that will maintain employment for 6 months or more.	<b>90%</b>
<b>Outcome:</b> The THP+ program will assist participants to secure stable housing both during the program and upon exit from the program if a housing change is needed.	
<b>Key Performance Indicator:</b> Percentage of participants receiving THP+ services that will successfully maintain their THP+ placement (annually).	<b>75%</b>
<b>Key Performance Indicator:</b> Percentage of participants that will transition from THP+ to identified stable and positive housing.	<b>90%</b>
<b>Key Performance Indicator:</b> Percentage of participants that have transitioned from THP+ and have maintained a stable and positive living situation (based on the 3- and 6-month follow-up survey).	<b>70%</b>
<b>Outcome:</b> The THP+ program will connect participants to health/dental care services and other community-based resources.	
<b>Key Performance Indicator:</b> Percentage of participants that will transition from THP+ with an identified health/dental care provider which includes services to address physical health, sexual/reproductive health, mental health, dental health, and substance abuse.	<b>90%</b>
<b>Key Performance Indicator:</b> Percentage of participants that will transition from THP+ having knowledge of and access to community resources.	<b>90%</b>
<b>Outcome:</b> The THP+ program will help participants identify long-term, positive adult support.	
<b>Key Performance Indicator:</b> Percentage of participants who will identify a stable and positive relationship with at least one adult who is proactive in providing long term support upon transition from THP+ program.	<b>75%</b>
<b>Outcome:</b> The THP+ program services provided to program participants will increase their quality of life.	

<p><b>Key Performance Indicator:</b> Percentage of participants enrolled in or exiting the THP+ program that will report an increase in quality of life as a result of participating in the THP+ program (based on quarterly surveys administered by the Contractor).</p>	<p><b>90%</b></p>
<p><b>Outcome:</b> The THP+ program will provide satisfactory services to the participants of the program.</p>	
<p><b>Key Performance Indicator:</b> Percentage of participants enrolled in or exiting the THP+ program that will report satisfaction or greater with the services received from the Contractor (based on quarterly surveys administered by the Contractor).</p>	<p><b>90%</b></p>
<p><b>Quantitative Outcome</b></p>	
<p><b>Key Performance Indicator:</b> The minimum number of participants (unduplicated) who will participate in the THP+ program under this Agreement.</p>	<p><b>36</b></p>

**Attachment F - County of San Mateo – Fingerprinting Certification Form**

**AGREEMENT WITH: STARVISTA**

**FOR: TRANSITIONAL HOUSING PLACEMENT PLUS**

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

**NAME:** Sara Mitchell, Ph.D.

**TITLE:** CEO

**SIGNATURE:**

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

**DATE:** 8/16/2024 | 11:33 AM PDT



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

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**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**

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

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

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

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


**Name of 504 Person:** Sara Larios Mitchell

**Name of Contractor(s):** StarVista

**Street Address or P.O. Box:** 610 Elm St. #212

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

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

**Signature:** 

**Title of Authorized Official:** CEO

**Date:** 8/16/2024 | 11:33 AM PDT

\*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees find 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 always physically safe from access by unauthorized persons 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 bits.
- 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 bits.
- 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 ended 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 crosscut 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**

- 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.