

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND ABODE SERVICES

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 Abode Services, hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing rapid rehousing 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—Budget(s)
- Exhibit C—Performance and Reporting
- Attachment D—Child Abuse Prevention and Reporting
- Attachment H—HIPAA Business Associate Requirements
- Attachment I—§ 504 Compliance
- Attachment P—Personally Identifiable Information

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibits A, B1, C and Attachments D, 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 Exhibit A, B1, C and Attachments D, H, I, and P, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **SEVEN HUNDRED EIGHTY-SIX THOUSAND TWO HUNDRED SIXTY-FOUR DOLLARS (\$786,264)**. 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 February 13, 2024, through June 30, 2025.

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.

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: Jeremiah Williams/CalWORKs Housing Program Manager,
Address: 40849 Fremont Boulevard, Fremont, CA 94538
Telephone: 650-381-0622
Email: Jwilliams@abode.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.

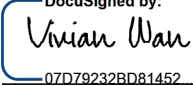
19. Payment of Permits/Licenses

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: ABODE SERVICES

<div><div>DocuSigned by:</div><div></div><div>07D79232BD81452</div></div>	1/17/2024 4:47 PM PST	Vivian Wan
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A - Services

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

I. Purpose

The purpose of this Agreement is to provide Rapid Re-Housing (RRH) services to Bringing Families Home (BFH) program participants referred by the County of San Mateo's Human Services Agency (HSA) Children and Family Services (CFS). All services will be provided in accordance with the [All County Welfare Director's letter dated February 11, 2023](#) (and any subsequent related letters).

II. Eligible Population:

BFH eligibility is broadly defined in Welfare and Institutions Code (WIC) Section 16523(c) as families or individuals who meet all three conditions: (1) Receive child welfare services at the time eligibility is determined, (2) Are homeless, at risk of homelessness, or in a living situation that cannot accommodate the child or multiple children in the home, including individuals who have not received an eviction notice; and, (3) Voluntarily agree to participate in the program.

III. Scope of Work:

1. Children and Family Services will refer families directly to Contractor for Rapid Re-Housing Services under the Bringing Families Home program. Contractor will provide services as outlined below:
 - a. Housing Identification:
 - i. Recruit and retain landlord partners, including recruiting landlords with units in the communities and neighborhoods based on participant's housing preferences and needs as well as ensuring safety and habitability for children.
 - ii. Negotiate with landlords to help program participants gain access to housing.
 - iii. Assist participants in making an informed housing choice, including having discussions about housing options.
 - iv. When appropriate and aligned with the participant's housing plan, provide participants with short stays in hotels or motels if no appropriate shelter is available. Hotel or motel stays are temporary and will end if/when shelter or other housing becomes available.
 - v. Ensure that all housing units pass the HUD "Habitability" standards and maintain documentation of each unit's compliance with the habitability standards ([as defined by HUD Exchange](#)).
 - vi. Assist participants with understanding landlord-tenant rights and responsibilities and the requirements of their specific lease or rental agreement.
 - b. Rent and Move-In Assistance:
 - i. Maximize direct financial assistance in the program budget to ensure that families are provided housing or prevented from entering homelessness as quickly as possible.
 - ii. Provide housing-related direct financial assistance around costs paid out on behalf of the participant related to securing or maintaining housing. Under the RRH model, direct financial payments allowed include rent and move-in assistance such as utility bill payments or other move-in expenses to support housing retention.
 1. Assistance is to be flexible and tailored to the varying and changing needs of a household while providing the payments and support necessary for households to move immediately out of homelessness and

- to stabilize in permanent housing. Provide only the assistance necessary to stabilize the individual or family in permanent housing.
- iii. Maintain clear written policies and procedures for determining the amount of financial assistance provided to a participant, as well as defined and objective standards for when financial assistance should continue and end.
- iv. Maintain capacity and procedures to track and issue financial assistance quickly and accurately.
- c. RRH Case Management Services:
 - i. Provide RRH case management services to help participants obtain and move into permanent housing, support participants to stabilize in housing, and connect participants to community and mainstream services and supports. The case management will reflect the short-term nature of the RRH assistance.
 - ii. Develop individual service plans, with client participation, covering goals related to housing, job training/placement, budgeting, and stabilization needs. The housing service plan must be coordinated with the individual's/family's CFS Social Worker to support the child welfare goals and, if applicable, court-ordered service plans.
 - iii. Case managers are expected to work with clients if they are staying in an emergency shelter, and to work collaboratively with shelter staff to ensure clear roles and responsibilities on case plan and RRH goals.
 - iv. Help participants search for housing.
 - v. Help participants sustain housing by helping participants resolve or mitigate tenant screening barriers like rental and utility arrears or multiple evictions, as well as obtain necessary identification or other documents if needed.
 - vi. After a participant moves in, provide case management to help participants stabilize in housing. Housing stabilization services ensure a family's house is safe, sustainable, and supports the safety and well-being of children. Services may include but are not limited to helping them identify and access supports (such as family and friend networks, mainstream and community services, and employment and income).
 - vii. Contractor will assist in resolving issues or conflicts that may lead to tenancy problems, such as disputes with landlords or neighbors while also helping participants develop skills they will use to retain housing once they are no longer in the program.
 - viii. Maintain clear written policies and defined, objective standards for when case management should continue and end. Guidelines are flexible enough to respond to the varied and changing needs of program participants.
 - ix. Develop a plan, in coordination with the CFS Social Worker and the participant, to ensure the participant's success and that they remain successfully housed after the conclusion of the BFH program.
- d. Coordination with County:
 - i. Keep the CFS Social Worker updated and informed of referral, engagement, and participation status at minimum biweekly. Co-develop case plans.
 - ii. Attend Child and Family Team (CFT) meetings, or if acceptable by CFS, provide a report prior to CFT in lieu of attendance.
 - iii. Grantees operating BFH are required to collaborate and coordinate with the greater homelessness response system, including participation in the local homeless Continuum of Care (CoC) and the local Coordinated Entry System (CES).
 - iv. Coordinate entry of data into the Homelessness Management Information System (HMIS).

- e. Racial Equity and Inclusion:
 - i. Ensure services are, at a minimum, available in Spanish and English.
 - ii. Ensure services are easily accessible to clients and available to families/caregivers who are working and/or attending other well-being matters during regular business hours and provide options in-home or community-based appointments. Virtual services may be provided based on the family's request.
 - iii. Ensure staff are trained on racial equity, cultural competence, trauma-informed care, working with diverse populations and any other related principle/practice necessary to serving clients under the Agreement.
 - iv. Implement and/or maintain policies related to racial equity, cultural competency, working with diverse populations, trauma-informed care, and any other practices or principles required by County.
- f. Reporting and Evaluation:
 - i. Complete all reporting as required, and in accordance with Exhibit C.
 - ii. Access and enter data into the local Homeless Management Information System (HMIS), in collaboration with the County to ensure BFH is aligned with the broader homelessness field and build future data collection efficiencies, access.
 - iii. Formal Statewide Evaluation: Participate in activities related to any formal BFH evaluation, such as submitting data and logic models, conducting data reviews, and cleaning, or participating in interviews, surveys, and focus groups.
 - iv. All reporting will be submitted to County even if due after the termination date of this Agreement. Final payment will be contingent on the submission of report.
- g. Additional Requirements:
 - i. All services shall be person-centered, trauma-informed, and provided in a manner consistent and in coordination with the child welfare service. All BFH activities are intended to assist BFH participants with preserving their tenancy, regaining stability in their current housing, and/or achieving stability in a new housing location.
 - ii. Provide additional related services upon request by County to meet program goals as agreed to by both parties.
 - iii. Contractor will align to child welfare principles of the Integrated Core Practice Model (ICPM) ensuring programming is developed in a trauma-informed and culturally and linguistically competent manner, offers individualized services in the least restrictive settings in collaboration with community-based organizations and families, meets families where they are at and recognizes their strengths, and achieves positive outcomes including reducing the need for removals into foster care. For more information about the ICPM, please visit the State of California's ICPM webpage: <https://www.cdss.ca.gov/inforesources/the-integrated-core-practice-model/about-icpm> .
 - iv. Work with County to plan the transition of services to a new provider, if applicable. This includes reviewing documentation, such as contracts, paperwork, and proposals to assist in the transition. Contractor will ensure that the appropriate training and contact information for training was provided in an effective and timely manner during the transition. Through various meetings, engage in knowledge transfers to ensure the County or a new vendor had the necessary knowledge and resources to continue to provide services. Contractor will monitor and evaluate the transition with County to ensure all services were being provided effectively.

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:

1. Contractor will invoice County monthly for actual costs incurred for services shown in Exhibit A based on the budget shown below to HSA-CFSCONTRACTS@SMCGOV.ORG. Invoices are due by the 20th of each month following the prior month's service. Due to County fiscal year end close, invoices for services rendered in June are due by July 7. 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. Invoices are due electronically to HSA-CFScontracts@smcgov.org. Invoices shall be itemized and include at a minimum:
 - Vendor Address
 - HSA Administrative Address – 1 Davis Dr., Belmont, CA 94002
 - Remit Payment Address
 - Agreement Number
 - Date of Service(s)
 - Cost of Service (s)
 - "See Attached" – if/when backup documentation or reports are provided in addition to the invoice.
2. County will have the option to modify or add related services and adjust costs/rates accordingly to meet project goals as agreed upon by both parties and as approved in writing by County.
3. County shall pay Contractor upon receipt and approval of invoices within 45 business days.
4. County reserves the right to withhold payments if County determines that the quality or quantity of the work performed is unacceptable.

Exhibit B1 – Budget(s)

Year 1

Expense		
Direct Personnel Expense	Full Cost	Cost to this Contract
Director of Housing	\$ 114,000	\$ 9,975
Program Manager	\$ 84,000	\$ 24,500
Housing Specialist	\$ 64,000	\$ 18,667
Case Manager / Service Coordinator	\$ 64,000	\$ 18,667
Compliance Specialist	\$ 65,000	\$ 15,167
Data Specialist	\$ 65,000	\$ 17,063
Tax and Benefits	\$ 127,680	\$ 29,131
Subtotal Personnel	\$ 583,680	\$ 133,168
Direct Client Expenses		
Rental Assistance	\$ 109,720	\$ 109,720
Furniture	\$ 10,400	\$ 10,400
Client Flex Funds (Client transportation, client app fee, Hotel/ Motel Stay, misc client expenses etc.)	\$ 6,500	\$ 3,792
Subtotal Client expenses	\$ 126,620	\$ 123,912
Operating Expenses		
Travel	\$ 4,050	\$ 2,363
Office Space/Utilities	\$ 7,235	\$ 4,220
Telecommunications	\$ 1,800	\$ 1,050
Equipment	\$ 2,500	\$ 2,500
Staff Development	\$ 500	\$ 292
Office supplies	\$ 2,500	\$ 1,458
Subtotal Operating Expenses	\$ 18,585	\$ 11,883
Admin Expense		
Administrative expense <i>(note costs are pooled and allocated to sites; not allocated to sites by admin overhead and accounting)</i>	\$ 109,333	\$ 40,344
subtotal admin expense	\$ 109,333	\$ 40,344
Total Expenses	\$ 838,218	\$ 309,307

Year 2

Expense		
Direct Personnel Expense	Full Cost	Cost to this Contract
Director of Housing	\$ 118,560	\$ 17,784
Program Manager	\$ 87,360	\$ 43,680
Housing Specialist	\$ 66,560	\$ 33,280
Case Manager / Service Coordinator	\$ 66,560	\$ 33,280
Compliance Specialist	\$ 67,600	\$ 27,040
Data Specialist	\$ 67,600	\$ 30,420
Tax and Benefits	\$ 132,787	\$ 51,936
Subtotal Personnel	\$ 607,027	\$ 237,420
Direct Client Expenses		
Rental Assistance	\$ 137,280	\$ 137,280
Furniture	\$ 2,600	\$ 2,600
Client Flex Funds (Client transportation, client app fee, Hotel/ Motel Stay, misc client expenses etc.)	\$ 13,696	\$ 13,696
Subtotal Client expenses	\$ 153,576	\$ 153,576
Operating Expenses		
Travel	\$ 4,050	\$ 4,050
Office Space/Utilities	\$ 12,400	\$ 12,400
Telecommunications	\$ 1,800	\$ 1,800
Equipment	\$ 2,500	\$ 2,500
Staff Development	\$ 500	\$ 500
Office supplies	\$ 2,500	\$ 2,500
Subtotal Operating Expenses	\$ 23,750	\$ 23,750
Admin Expense		
Administrative expense <i>(note costs are pooled and allocated to sites; not allocated to sites by admin overhead and accounting)</i>	\$ 117,653	\$ 62,212
subtotal admin expense	\$ 117,653	\$ 62,212
Total Expenses	\$ 902,006	\$ 476,957

Exhibit C – Performance, Monitoring and Reporting

Contractor agrees to meet the following measures, targets, and reports:

I. Data Collection

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

II. Quarterly and Annual Reporting:

1. Contractor agrees to be evaluated based on performance measure indicated in the table under section IV below.
2. Contractor will provide Quarterly and Annual Performance Reports. All reports must include, at a minimum, the following data/information:
 - a. Performance outcome data (see section IV. Performance Outcomes and Measures)
 - b. Monthly and cumulative client data including but not limited to:
 - i. Number of unduplicated families referred to BFH
 - ii. Number of families permanently housed who retain housing for six and 12 months
 - iii. Client demographics
 1. race and ethnicity
 2. disability status of participants
 3. sexual orientation and gender identity
 4. primary language of participants
 5. geographic location/distribution where housing is preserved or obtained
 - c. A brief narrative providing an overview of program services provided as outlined in Exhibit A including:
 - i. program outcomes
 - ii. strengths and concerns
 - iii. how and when program or service improvements will be made
3. Reports will be submitted in a format agreed to by both parties, and electronically sent to HSA-CFScontracts@smcgov.org.
4. Quarterly reports are due by the 20th of the month following the prior quarter's end (ex: October 20, January 20, April 20). The year-end report is due on July 20. These reports are different than the BFH 17 reports (see below).

III. Bringing Families Home 17 (BFH 17) Monthly Report

1. Provide monthly summary reports on BFH clients served and other performance and equity measures aligned with the BFH 17 report.
2. Details for the BFH 17 Report [here](#).

IV. Performance Outcomes/Measures:

Measures/Outcomes	FY23-24*	FY24-25
<i>*Less than seven months period for FY 23-24</i>		
Target number of families experiencing homelessness to receive permanent housing through BFH	5 families	10 families

V. Quality Assurance

- a. Maintain a quality assurance plan, monitor plan, and ensure staff are trained on plan for regular performance reviews to ensure continuous quality improvement.
- b. Conduct regular performance reviews of staff and services to ensure continuous quality improvement and client satisfaction.
- c. Conduct quarterly reviews on all individual participant data, outcomes, programming,

and progress.

- d. Ensure staff complete regular case consultation notes, progress notes, and attendance to track engagement and progress.
- e. Participate in quarterly contract monitoring meetings and annual site visits upon request by County. Any issues identified regarding program performance will be addressed by Contractor appropriately. This may include, but is not limited to, technical assistance and reevaluation of targets and/or processes. County may choose to conduct client interviews as part of a quality assurance assessment.
- f. Provide additional related reports upon request by County.

VI. County will:

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

Attachment D - Child Abuse Prevention and Reporting

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

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

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

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: Kathleen Cheatam

Name of Contractor(s): Vivian Wan, Abode Services

Street Address or P.O. Box: 40849 Fremont Blvd.

City, State, Zip Code: Fremont, CA 94538

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

Signature:

DocuSigned by:
Vivian Wan
07D79232BD81452

Title of Authorized Official:

Chief Executive Officer

Date:

1/17/2024 | 4:47 PM PST

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

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

I. Definitions

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

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

II. Restrictions on Contractor re Use and Disclosure of PII

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

III. Use of Safeguards by Contractor to Protect PII

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

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

- N. Contractor shall ensure that PII shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- O. Contractor shall ensure that all workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- P. Contractor shall ensure that servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- Q. Contractor agrees that only the minimum necessary amount of PII required to perform required business functions will be accessed, copied, downloaded, or exported.
- R. Contractor shall ensure that all electronic files, which contain PII data is encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- S. Contractor shall ensure that all workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily. In addition, Contractor shall ensure that:
- T. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
- U. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
- V. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
- W. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- X. Contractor shall ensure that all of its staff accessing Personally Identifiable Information on applications and systems will be issued a unique individual password that is a least eight (8) characters, a non-dictionary word, composed of characters from at least three (3) of the following four (4) groups from the standard keyboard: upper case letters (A-Z); lower case letters (a-z); Arabic numerals (0-9) and special characters (!, @, #, etc.). Passwords are not to be shared and changed if revealed or compromised. All passwords must be changed every (90) days or less and must not be stored in readable format on the computer or server.

- Y. Contractor shall ensure that usernames for its staff authorized to access PII will be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
- Z. Contractor shall ensure when no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the Personally Identifiable Information cannot be retrieved.
- AA. Contractor shall ensure that all of its systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- BB. Contractor shall ensure that all of its systems providing access to PII must display a warning banner stating, at a minimum that data is confidential; systems are logged, systems use is for business purposes only by authorized users and users shall log off the system immediately if they do not agree with these requirements.
- CC. Contractor will ensure that all of its systems providing access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII. The audit trail shall be date and time stamped; log both successful and failed accesses be read-access only; and be restricted to authorized users. If PII is stored in a database, database logging functionality shall be enabled. The audit trail data shall be archived for at least three (3) years from the occurrence.
- DD. Contractor shall ensure that all of its systems providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- EE. Contractor shall ensure that all data transmissions of PII outside of its secure internal networks must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used. Encryption can be end to end at the network level, or the data files containing PII can be encrypted. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- FF. Contractor shall ensure that all of its systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.
- GG. Contractor shall ensure that audit control mechanisms are in place. All Contractor systems processing and/or storing Personally Identifiable Information must have a least an annual system risk assessment/security review that ensure administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection. Review shall include vulnerability scanning tools.

- HH. Contractor shall ensure that all of its systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.
- II. Contractor shall ensure that all of its systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.
- JJ. Contractor shall establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
- KK. Contractor shall ensure its data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- LL. Contractor shall establish documented procedures to backup PII to maintain retrievable exact copies of PII. The documented backup procedures shall contain a schedule which includes incremental and full backups, storing backups offsite, inventory of backup media, recovery of PII data, an estimate of the amount of time needed to restore PII data.
- MM. Contractor shall ensure that PII in paper form shall not be left unattended at any time, unless it is locked space such as a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information. Locked spaces are defined as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use, meaning that there are Contractor's staff and non-Contractor functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.
- NN. Contractor shall ensure that any PII that must be disposed of will be through confidential means, such as cross cut shredding or pulverizing.
- OO. Contractor agrees that PII must not be removed from its facilities except for identified routine business purposes or with express written permission of the County.
- PP. Contractor shall ensure that faxes containing PII shall not be left unattended and fax machines shall be in secure areas. Faxes containing PII shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender. All fax numbers shall be verified with the intended recipient before send the fax.
- QQ. Contractor shall ensure that mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible. Mailings that include

five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery.

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

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

V. Permitted Uses and Disclosures of PII by Contractor

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

VI. Obligations of County

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

VII. Permissible Requests by County

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

VIII. Duties Upon Termination of Agreement

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

IX. Miscellaneous

- a. **Regulatory References.** A reference in this Attachment to a section in the Personally Identifiable Information Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and in accordance 45 CFR § 205.40, *et seq.* and California Welfare and Institutions Code section 10850.
- c. **Survival.** The respective rights and obligations of Contractor under this Attachment shall survive the termination of the Agreement unless and until the PII is destroyed or returned to the County.
- d. **Interpretation.** Any ambiguity in any provision in this Attachment shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Contractor.