

**SUB-RECIPIENT AGREEMENT BETWEEN THE COUNTY OF SAN MATEO  
AND LIFEMOVES**

THIS AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and LifeMoves, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, it is necessary and desirable that Contractor be retained for the purpose of providing non-congregate homeless shelter services at the San Mateo County Navigation Center; and

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

1. CFDA # and Program Title:  
14.218 Federal Community Development Block Grant (CDBG),  
14.218 Federal Coronavirus Aid, Relief, and Economic Security (CARES) Act for the CDBG program (CDBG-CV),  
14.231 Federal Emergency Solutions Grant (ESG), and  
14.231 State Emergency Solutions Grant (State ESG).
2. Federal Data Universal Number (DUNS):  
792738726; Unique Entity Identifier: PTNGHYLHY9G3
3. Federal Award Identification Number {FAIN}:  
B-21-UC-06-0006 (CDBG),  
B-20-UW-06-0006 (CDBG-CV),  
E-21-UC-06-0006 (Federal ESG), and  
21-ESG-16018 (State ESG).
4. Federal Award Date:  
July 1, 2021 (CDBG);  
July 1, 2020 (CDBG-CV);  
September 6, 2021 (Federal ESG); and  
July 15, 2022 (State ESG).
5. Federal Award Period of Performance {start and end dates}:  
July 1, 2021 to September 1, 2028 (CDBG);  
February 5, 2021 to February 5, 2027 (CDGG-CV);  
September 6, 2021 to September 5, 2023 (Federal ESG); and  
July 15, 2022 to August 31, 2023 (State ESG).

6. Federal Awarding Agency:  
United States Department of Housing and Urban Development (CDBG),  
United States Department of Housing and Urban Development (CDGG-CV),  
United States Department of Housing and Urban Development (Federal ESG), and  
United States Department of Housing and Urban Development pass through State of CA Housing and Community Development (State ESG).

7. Federal Award Project Description:  
The U.S. Department of Housing and Urban Development's (HUD) CDBG Program provides annual grants on a formula basis to states, cities, and counties to develop viable urban communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.

The Coronavirus Aid, Relief, and Economic Security (CARES) Act for the CDBG program (CDBG-CV) to states, metropolitan cities, urban counties, and insular areas provides funds to prevent, prepare for, and respond to Coronavirus.

The Emergency Solutions Grant (ESG) Program is a federal program operated by HUD to make grants to states, local governments, and territories for the purposes of funding activities that directly serve people experiencing homelessness, including people at risk of homelessness.

The California Department of Housing and Community Development (CA HCD) is a direct recipient of ESG from HUD. CA HCD administers an annual allocation of ESG.

WHEREAS, County is hereby awarding the following Federal Funds:

1. Federal funds obligated by this action to sub-recipient:  
CDBG: \$80,000  
CDBG-CV: \$1,600,000  
Federal ESG: \$80,000  
State ESG: \$40,000
2. Indirect Cost Rate for Federal Awards: 10%
3. This is not a Research and Development Award

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

**1. Exhibits and Attachments**

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

Exhibit A	Services
Exhibit B	Payments and Rates
Exhibit B1	Budget
Exhibit C	Performance and Financial Monitoring & Reporting Requirements
Exhibit D	HMIS Clarity
Attachment I	§ 504 Compliance
Attachment F	Fingerprinting Certification Form
Attachment P	Personally Identifiable Information

**2. Definitions**

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

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

In consideration of the payments set forth herein and in Exhibits B and B1, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibits A, C, D and Attachments I, F and P.

**4. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions and specifications set forth herein and in Exhibits A, C and D and Attachments I, F and P, 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. In no event shall County’s total fiscal obligation under this Agreement exceed **TWENTY-TWO MILLION NINE HUNDRED**

**EIGHTY-FIVE THOUSAND, FOUR HUNDRED SEVENTEEN DOLLARS**  
(\$22,985,417).

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

Contractor will submit invoices and monthly program reports to the Human Services Agency by the tenth (20<sup>th</sup>) of each month. Program performance data will be submitted in a timely, complete, accurate, and verifiable manner using the County's approved reporting procedures. Invoices must reflect the provision of services and the usage of funds each month throughout the entire contract period. Refer to Exhibit B for specific fiscal requirements. Upon notification from County, Contractor must correct inaccurate invoices and corresponding reports in order to receive reimbursement. Corrections must be made within five (5) working days. Invoices submitted more than two months past the month of service may not be reimbursed. Invoice(s) for the month of June, will be due by July 7 to facilitate timely payment.

**5. Term and Termination**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 18, 2022 through June 30, 2027.

- A. This Agreement may be terminated by Contractor, the Director of Human Services Agency or designee at any time without a requirement of good cause upon one hundred eighty (180) days' written notice to the other party ("Notice of Termination"). The Notice of Termination shall include the effective date of the notice, a description of the action being taken by County, including the extent of services terminated, the reason for such action, and any conditions of the termination.
- B. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such materials. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.
- C. Termination for Cause. The grounds for termination of this Agreement for cause shall include, but are not limited to, the following:

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

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

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

Contractor shall:

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

- 4) Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts (the approval or ratification of which will be final for purposes of this clause).

E. Emergency Notice Exemption. Notwithstanding any other provision to the contrary in this Agreement, termination of this Agreement shall take effect immediately in the case of an emergency, such as threat to life, health, or safety of the public. In case of such emergency, a Notice of Termination is still required and shall include the date of the notice, a description of the action being taken by County, including the extent of services terminated, the reason for such action, and any condition of the termination.

F. If Contractor or any of its sub-grantees materially fails to comply with any term of this Agreement; Federal, State or local laws, an assurance, State plan or application, notice of award, this Agreement, or any other applicable rule, County may take any or all of the following actions it deems appropriate in the circumstances:

- 1) Temporarily withhold payment for services pending correction of the deficiency by Contractor or its sub-grantee(s);
- 2) Disallow all or part of the cost of the service, activity or action not in compliance;
- 3) Suspend the Agreement in whole or in part;
- 4) Suspend eligibility for future agreements; and/or
- 5) Pursue other remedies that may be legally available or identified in the Agreement.

**6. Availability of Funds**

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

**7. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that Contractor acquires none of the rights, privileges, powers, or advantages of County employees.

**8. Hold Harmless**

- A. General Hold Harmless. Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following: (A) injuries to or death of any person, including Contractor or its employees/officers/agents; (B) damage to any property of any kind whatsoever and to whomsoever belonging; (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

- B. Intellectual Property Indemnification.

Contractor hereby certifies that it owns, controls, or licenses and retains all right, title, and interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets ("IP Rights") except as otherwise noted by this Agreement. Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing

of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non infringing but remain functionally equivalent.

**9. Assignability and Subcontracting**

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

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



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

**10. Payment of Permits/Licenses**

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

**11. Insurance**

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

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

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

- 1) Comprehensive General Liability.....\$1,000,000
- 2) Motor Vehicle Liability Insurance.....\$1,000,000

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

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

## 12. Compliance With Laws

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

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

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

### A. Standards for Financial Management Systems

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

### B. Period of Availability of Funds

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

- C. Matching or Cost-Sharing  
Pursuant to CFR, Title 2 as applicable, matching or cost-sharing requirements applicable to the Federal program must be satisfied by disbursements for allowable costs or third-party in-kind contributions and must be clearly identified and used in accordance with all applicable Federal, State and local laws.
- D. Program Income  
Program income must be used and accounted for as specified in CFR, Title 2.
- E. Real Property  
If Contractor is authorized to use funds pursuant to this Agreement for the acquisition of real property, title, use, and disposition of the real property will be governed by the provisions of CFR, Title 2.
- F. Equipment  
Title, use, management (including record keeping, internal control, and maintenance) and disposition of equipment acquired by Contractor or its sub-contractors/grantees with Federal funding awarded under this Agreement will be governed by the provisions of CFR, Title 2, as applicable.
- G. Supplies  
Title and disposition of supplies acquired by Contractor or its sub-contractor with Federal funding pursuant to this Agreement will be governed by the provisions of CFR, Title 2, as applicable.

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

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

- A. Equal Access to Federally Funded Benefits, Programs and Activities  
Contractor shall ensure compliance with Title VI of the Civil Rights Acts of 1964 [42 USC § 2000d; 45 CFR Part 80], which prohibits recipients of Federal financial assistance from discrimination against persons based on race, color, religion, or national origin.
- B. Equal Access to State-Funded Benefits, Programs and Activities  
Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code §§ 11135 to 11139.5; 22 CCR § 98000, *et seq.*, which prohibit recipients of State financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323, Chapter 182, Statutes of 2006].

- C. Americans with Disabilities Act of 1990  
Contractor shall ensure compliance with the Americans with Disabilities Act (ADA), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC § 12101, *et seq.*]
  
- D. General Non-Discrimination  
No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.
  
- E. Equal Employment Opportunity  
Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.
  
- F. Section 504 of the Rehabilitation Act of 1973  
Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified handicapped individual shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.
  
- G. Compliance with County's Equal Benefits Ordinance  
Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of Contractor's employee is of the same or opposite sex as the employee.
  
- H. Discrimination Against Individuals with Disabilities  
Contractor shall comply fully with the non-discrimination requirements of 41 CFR § 60-741.5(a), which is incorporated herein as if fully set forth.
  
- I. History of Discrimination  
Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been

issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of County.

J. Reporting Violation of Non-Discrimination Provisions

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

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

- 1) Termination of this Agreement;
- 2) Disqualification of Contractor from bidding on or being awarded a County contract for a period of up to 3 years;
- 3) Liquidated damages of \$2,500 per violation; and/or
- 4) Imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Executive Officer.

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

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

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

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

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

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

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

- A. Contractor shall maintain all required records for seven (7) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit of County, a Federal grantor agency, and the State of California. Records must include sufficient detail to disclose services provided to clients; administrative cost of services provided to clients; charges made and payments received for items identified in the provision of services to clients and administrative cost of services provided to clients; and cost of operating organizations, agencies, programs, activities and functions as prescribed in CFR, Title 2.
- B. Reporting and Record Keeping: Contractor shall comply with all program and fiscal reporting requirements set forth by appropriate Federal, State, and local agencies, and as required by County.
- C. Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representatives, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules,

and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

- D. Contractor shall provide for timely audits as required by CFR, Title 2, unless a waiver has been granted by a Federal agency. Subject to the threshold requirements of CFR, Title 2, Contractor must ensure that it has an audit with a scope that covers funds received under this Agreement.

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

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

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

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

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

## **17. Controlling Law and Venue**

The validity of this Agreement and of its terms or provisions, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of



this Agreement shall be governed by the laws of the State of California without regard to its choice of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**18. Notices**

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

In the case of County, to:

Name/Title: Selina Toy Lee, Director, Collaborative Community Outcomes  
Address: 1 Davis Dr., Belmont, CA 94002  
Telephone: 650-802-5120  
Email: SToy-Lee@smcgov.org

In the case of Contractor, to:

Name/Title: Aubrey Merriman, Chief Executive Officer  
Address: 181 Constitution Drive, Menlo Park 94025  
Telephone: 650-685-5880 ext 121  
Email: amerriman@lifemoves.org

**19. Electronic Signature**

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

**20. Conflict of Interest**

A. Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that County determines that a conflict of interest

exists, funds may be disallowed by County and such conflict may constitute grounds for termination of this Agreement.

- B. This provision shall not be construed to prohibit employment of persons with whom Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

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

- A. Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
  - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency [45 CFR § 92.35];
  - 2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (A)(2) of this section; and
  - 4) Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Contractor shall report immediately to County contact identified in paragraph 18, Notices in writing of any incidents of alleged fraud and/or abuse by either Contractor or Contractor's subcontractor. Contractor shall maintain any records, documents or other evidence of fraud and abuse until otherwise notified by County.
- C. Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by County.
- D. Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to their subcontractors' debarment/suspension status.

**22. Contractor's Staff**

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

**23. Lobbying Certification**

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including subgrants, and contracts under grants, loans, and cooperative agreements which exceed \$100,000) and that all subrecipients shall certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- E. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**24. Commencement of Work**

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

**25. Records**

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

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

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

C. In the event of any litigation, claim, negotiation, audit exception, or other action involving Contractor's records, all records relative to such action shall be maintained and made available until every action has been cleared to satisfaction of County and so stated in writing to Contractor.

D. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by County under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR § 200.302, the expenditures will be

questioned in the audit and may be disallowed by County during the audit resolution process.

- E. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

**26. Access**

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

**27. Monitoring and Evaluation**

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

**28. Audit**

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

A copy shall be submitted to:

County Representative  
Attn: Selina Toy Lee  
1 Davis Dr., Belmont, CA 94002  
SToy-Lee@smcgov.org

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

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

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

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

Contract resolution shall include:

- 1) Ensuring that a subcontractor that has expended amounts requiring an audit during Contractor's fiscal year has met the audit requirements of 2 CFR §§ 200.501 to 200.521 [formerly OMB Circular A-133] as summarized herein;
- 2) Issuing a management decision on audit findings within six months after receipt of the subcontractor's single-audit report and/or other type of audit and ensuring that the subcontractor takes appropriate and timely corrective action;
- 3) Reconciling expenditures reported to County to the amounts identified in the single audit or other type of audit, if the subcontractor was not subject to the single-audit requirements. For a subcontractor who was not required to obtain a single audit and who did not obtain another type of audit, the reconciliation of expenditures reported to County must be accomplished by the performance of alternative procedures (e.g., risk

assessments [2 CFR § 200.331], documented review of financial statements, documented expense verification, including match, etc.);

- 4) When alternative procedures are used, the subcontractor shall perform financial management system testing which provides, in part, for the following:
  - i. Accurate, current, and complete disclosure of the financial results of each Federal award or program;
  - ii. Records that identify adequately the source and application of funds for each federally funded activity;
  - iii. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes;
  - iv. Comparison of expenditures with budget amounts for each Federal award;
  - v. Written procedures to implement the requirements of 2 CFR 200.305; and
  - vi. Written procedures for determining the allowance of costs in accordance with 2 CFR Part 200, Subpart E-Cost Principles. 2 CFR § 200.302]
- 5) The subcontractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents; and
- 6) Determining whether the results of the reconciliations performed require adjustment of the subcontractor's own records.

D. County shall ensure that Contractor's single-audit reports meet 2 CFR Part 200-Subpart F-Audit Requirements [formerly OMB Circular A-133] requirements:

- 1) Performed timely - not less frequently than annually and a report submitted timely. The audit is required to be submitted to County within 30 days after Contractor's receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first [2 CFR § 200.512];
- 2) Property procured – use procurement standards for auditor selection [2 CFR § 200.509];
- 3) Performed in accordance with General Accepted Government Auditing Standards [2 CFR § 200.514];
- 4) All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs [2 CFR § 200.515]; and

- 5) Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, Subpart F- Audit Requirements [formerly OMB Circular A-133 Compliance Supplement].
- E. Contractor shall be required to include in its contract with the independent auditor that the auditor will comply with all applicable audit requirements/standards; County shall have access to all audit reports and supporting work papers, and County has the option to perform additional work, as needed.
  - F. A reasonably proportionate share of the costs of audits required by, and performed in accordance with, the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
    - 1) Any costs when audits required by the Single Audit Act and 2 CFR Part 200, Subpart F-Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
    - 2) Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR Part 200, Subpart F-Audit Requirements because its expenditures under Federal awards are less than \$750,000 during the non-federal entity's fiscal year.
    - 3) The costs of a financial statement audit of a non-federal entity that does not currently have a Federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
  - G. Contractor shall cooperate with and participate in any further audits which may be required by County.

**29. Dissolution of Entity**

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

**30. Information Integrity and Security**

A. Information Assets

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

Information assets include (but are not limited to):



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

B. Encryption on Portable Computing Devices

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

C. Disclosure

- 1) Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State and County policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies.
- 2) Contractor shall protect from unauthorized disclosure names and other identifying information, concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.
- 3) "Identifying information" shall include, but not be limited to, name, identifying number, Social Security number, State driver's license or State identification number, financial account numbers, symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
- 4) Contractor shall not use such identifying information in paragraph 3 above for any purpose other than carrying out Contractor's obligations under this Agreement.
- 5) Contractor shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than County without prior written authorization from County. Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

D. Health Insurance Portability and Accountability Act (HIPAA)

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

**31. Security Incident Reporting**

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

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

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

**33. Software Maintenance**

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

**34. Electronic Backups**

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

**35. Rights in Data**

- A. Rights in Data
  - 1) Contractor shall not publish or transfer any materials, as defined in subsection 2 below, produced or resulting from activities supported by this Agreement, without the express written consent of County. That consent shall be given or the reasons for denial shall be given, and any conditions under which it is given or denied, within 30 days after the written request is received by County. County may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit contractors from sharing identifying client information authorized by the participant or summary program information which is not client specific.

- 2) As used in this Agreement, the term “subject data” means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses, and similar information incidental to contract administration. Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
- 3) Subject only to the provisions of this section, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and Federal law all subject data delivered under this Agreement.

### **36. Transition Plan**

- A. Contractor shall submit a transition plan to County within 10 days of delivery of a written Notice of Termination. The transition plan must be approved by County and shall at a minimum include the following:
  - 1) Description of how clients will be notified about the change in their service provider;
  - 2) A plan to communicate with other organizations that can assist in locating alternative services;
  - 3) A plan to inform community referral sources of the pending termination of the service and what alternatives, if any, exist for future referrals;
  - 4) A plan to evaluate clients to assure appropriate placement;
  - 5) A plan to transfer any client records to a new contractor;
  - 6) A plan to dispose of confidential records in accordance with applicable laws and regulations;
  - 7) A plan for adequate staff to provide continued care through the term of the contract;
  - 8) A full inventory and plan to dispose of, transfer or return all equipment purchased with contract funds during the entire operation of the contract; and
  - 9) Additional information as necessary to effect a safe transition of clients to other community service providers.
- B. Contractor shall implement the transition plan as approved by County. County will monitor Contractor’s progress in carrying out all elements of the transition plan.
- C. If Contractor fails to provide a transition plan, Contractor will implement a transition plan submitted by County to Contractor following the Notice of Termination.

**37. Emergency Preparedness**

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

**38. Compliance With Living Wage Ordinance**

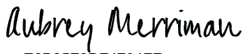
As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees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

**39. Program Changes**

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

**WITNESS WHEREOF**, the parties hereto, by their duly authorized representatives, have affixed their hands. Execution of this Agreement by Contractor certifies that Contractor is compliant with all terms and certifications referenced within the Agreement, Exhibits and Attachments.

**For Contractor: LIFEMOVES**

<p>DocuSigned by:    <small>E6B25F2DF4704FF...</small></p>	<p>10/5/2022   6:29 PM PDT</p>	<p>Aubrey Merriman</p>
<p>Contractor Signature</p>	<p>Date</p>	<p>Contractor Name (please print)</p>

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

## **Exhibit A – Description of Service**

In consideration of the payments set forth in Exhibits B and B1, Contractor shall provide the following services:

### **I. BACKGROUND AND PURPOSE**

Contractor will provide homeless shelter services at the Navigation Center, including the following core program components: Navigation Center facility operation, housing-focused case management and service linkages; and coordination of on-site supportive services; and inclement weather beds during the San Mateo County Inclement Weather Program activations.

The Navigation Center is a short-term intervention, designed to act as a safety net for adults who are unsheltered (living outdoors, in vehicles or other places not meant for human habitation), or who are in a housing crisis and have no alternative housing options, and to provide intensive services to assist the clients with identifying and moving into permanent housing as quickly as possible. Homeless shelter services provide an entry point into stabilization services and move households towards permanent housing as quickly as possible. Individuals who enter a homeless shelter receive case management focused on helping them identify and move into permanent housing and are also connected to resources to address other needs including employment, health services, and other.

### **II. SERVICES TO BE PROVIDED**

#### **A. Population to Be Served, Contractor will:**

1. Provide homeless shelter services to homeless persons who are unsheltered (living outdoors, in vehicles, or other places not meant for human habitation), as well as those who are experiencing a housing crisis and have no alternative housing options after having been assessed and referred via the processes established by County. The program will serve adult households, including single adults and couples. This includes homeless households who have various challenges with maintaining housing including little to no income, previous evictions, alcohol or substance use issues, mental and physical health challenges, and/or other barriers to maintaining housing.
2. Accept referrals following the process established by County, including participation in and receiving referrals only from County's Coordinated Entry System (CES). Clients will be San Mateo County residents at the time of program enrollment.
3. Accept clients who are referred via the process established by County including receiving referrals from the CES shelter wait list. County may implement site-specific policies within the CES to refer clients to the Navigation Center.

4. Fill client unit vacancies as they become available and as referrals are received by CES.
5. Provide services to the following population:  
Homeless individuals and households as defined by Category 1, 2, and 4 of the Department of Housing and Urban Development's (HUD) Homeless Definition Final Rule, current and inclusive of any updates during the term of this agreement. Categories are as follows:

**Category 1:** Literally Homeless includes an individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- Has a primary nighttime residence that is a public or private place not meant for human habitation;
- Is living in a publicly or privately-operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels/motels paid for by charitable organizations or by Federal, State, and local government programs); or
- Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution.

**Category 2:** Imminent Risk of Homelessness includes an individual or family, who will imminently lose their primary nighttime residence, provided that:

- Residence will be lost within 14 days of the date application for homeless assistance;
- No subsequent residence has been identified; and
- The individual or family lacks the resources or support networks needed to obtain other permanent housing.

CES will work with each household to identify alternate housing situations, rather than the household entering homelessness. Households in Category 2 will only be eligible for shelter services after receiving CES/Diversion services and CES determining that the household needs shelter and there is no appropriate alternative housing resource.

**Category 4:** Fleeing/Attempting to Flee Domestic Violence includes any individual or family who:

- Is fleeing, or is attempting to flee, domestic violence;
- Has no other residence; and
- Lacks the resources or support networks to obtain other permanent housing.

**B. Shelter Beds, Contractor will:**

1. Provide 240 units of emergency shelter to adult homeless singles and couples at the Navigation Center. Of these units, 41 will be restricted for specific funders and populations referred to hereinafter as "restricted" and as shown in the below

table. The other 199 units will only be available for County referred clients, as all units not approved as restricted/contracted units are to be used to serve people referred via the process determined by County. For units listed as restricted, Contractor is authorized to use a separate referral process. Contractor will obtain County written approval in advance of making any changes to the contracted or restricted shelter units, or the referral processes for those units.

No. of Restricted Units	Funded By	Population
Up to 19	VA (HCHV)	Homeless Veterans
Up to 5	San Mateo Medical Center	Homeless individuals w/medical needs
Up to 5	SMC Health System Behavioral Health and Recovery Services (BHRS)	Homeless individuals with mental health needs
Up to 2	SMC Health System - Behavioral Health and Recovery Services (BHRS) (CAMI program - Court Alternatives for the Mentally Ill)	Homeless individuals who are exiting from County jail
Up to 5	HSA Service Connect	Homeless individuals who are receiving services from Service Connect

2. Provide up to five shelter units for immediate placement of unsheltered individuals by Redwood City staff and contractors. Unsheltered individuals will transition from hold units and will be assessed as a part of the CES and transition into the County's homeless crisis response system as soon as CES placement is available.
3. Implement strategies to minimize the number of units that are vacant at any given time, including use of restricted beds as general beds when there is not a need by the funder/specific population to use those restricted beds.
4. Collaborate with County regarding utilization of restricted units to develop strategies for limiting unoccupied units and maximizing the speed with which clients are accepted via the CES/general referral process.

**C. Program Operations, Contractor will:**

1. Provide appropriate staffing levels on site 24/7 to maintain ongoing safety and security at the program, provide oversight of the site, respond to client situations and needs, and conduct intakes for new clients.



2. Collaborate with County to determine the minimum number of staff to be onsite at any given time. Contractor will maintain the minimum number of staff onsite at all times. Contractor will obtain County approval, in writing and in advance of any changes made to the minimum number of staff onsite.
3. Conduct regular visual views of all areas of the site to ensure safety and security of all clients and staff.
4. Conduct wellness checks in person with each client at least once per day, 365 days per year in accordance with the County's "Navigation Center Daily Wellness Check Policy"., County will notify Contractor prior to making changes to this policy and provide Contractor with an opportunity for comment and suggestions.
5. Conduct visual room checks of client units at least twice per week to identify any facility issues occurring in the rooms.
6. Maintain all policies, procedures and tools for staff, and ensure that they are knowledgeable of HUD guidance, best practices, and County's CES structure.
7. Continually review shelter policies, manuals, and procedures. Contractor will review all policies, manuals, and procedures at least once per fiscal year to ensure alignment with Housing First principles, housing-focused services, County's CES structure, equal access, fair housing/accommodations, mandated reporting, incident reporting, Homeless Management Information System (HMIS) data entry, and other key topics for shelter operations (or more often per Contractor internal plans or per County's request).
8. Review onboarding training for all shelter staff to ensure alignment with Housing First principles, housing-focused services, County's CES structure, equal access, fair housing/accommodations, mandated reporting, incident reporting, HMIS data entry, de-escalation techniques and crisis response, and other key topics for shelter operations.
9. Provide ongoing, comprehensive staff trainings on safety protocols, procedures, job functions and responsibilities, and emergency response protocol, de-escalation, crisis prevention, and Housing First principles.
10. Provide ongoing supervision and oversight of all program staff to ensure consistency and quality of services.
11. Train in and practice cultural competence and sensitivity.
12. Maintain the ability to receive referrals from CES and any other mutually agreed upon referral processes of referred individuals/couples during weekday business hours, evenings, and weekends.
13. Employ Housing First principles and avoid program entry requirements that act as barriers to shelter services. This means not denying admission based on conditions of sobriety and/or an expressed commitment to becoming sober, participation in supportive services or other programming, proof of employment or citizenship, pets, etc.
14. Utilize involuntary exits as a last resort strategy. Instead, program staff should support clients to manage conflict and/or any other problems that may be presented during their program stay.

15. Operate in compliance with the HUD's Equal Access to Housing Final Rule, ensuring that all individuals have equal access and accommodations to shelter, regardless of gender, gender identity, sexual orientation, and/or marital status.
16. Adhere to all applicable local, State, and Federal safety and health guidelines, including applicable COVID-19 protocols.
17. Ensure there are staff who can speak the primary language of clients. This is expected to include Spanish and may include additional languages as well.
18. Involve people with lived experience of homelessness as staff and/or in other roles.
19. Maintain written documentation of policies and procedures and update the documents as necessary.
20. Implement appropriate screening processes for all staff and any volunteers or others on-site who interact with clients or have access to client information.
21. Enact policies and procedures to identify and handle workplace violence and sexual harassment.
22. Review data, outcomes, incidents, client input, and staff input, and utilize for continuous quality improvement.
23. Adhere to all applicable local, State, and Federal safety and health guidelines surrounding food handling, communicable diseases, injury and burn prevention, sanitation and hygiene, client health management, and staff health management.
24. Maintain policies related to client complaints, grievances, and appeals, including multiple ways in which clients can submit those concerns to the program and agency leadership (i.e. not requiring a client to submit their concern, complaint, grievance or appeal in writing).
25. Establish and maintain policies regarding service animals and regarding pets. Maintain an area for pets on-site.
26. Comply with shelter standards issued by County.
27. Provide nutritious meals for breakfast, lunch, and dinner for all clients, 7 days a week, 365 days per year. In addition, snacks and to-go meals will be available to participants at any time.
28. Provide voluntary opportunities for group activities and community events on-site to foster a sense of community and provide opportunities for connections between clients (while maintaining compliance with all Public Health guidelines).
29. Establish and maintain collaborative working relationships with neighbors, local non-profits, and other community stakeholders. This may include participating in neighborhood or other local community meetings or committees.
30. Establish and maintain collaborative working relationships local non-profits, community stakeholders, and the City of Redwood City. Contractor will work closely with the City of Redwood City, as well as other local agencies, to address any issues or community concerns.

**D. Housing Focus Case Management, Contractor will:**

1. Offer Housing-Focused Case Management to all enrolled clients. Contractor's case managers will engage with, and develop a rapport, with each client and offer assistance that is housing-focused, is relevant, and is useful to addressing the needs the client has identified.
2. Proactively engage with all clients in the program. Meet with each client on a regular basis.
3. Employ a person-centered, strengths-based approach that tailors case management to each client. Case management will be customized to meet the needs and goals of each client.
4. Implement Housing First principles that focuses and addresses clients' housing needs and goals.
5. Use motivational interviewing techniques and other strategies to engage clients in their housing plans.
6. Promote a safe, healthy environment for all clients at all times.
7. Employ harm-reduction and trauma-informed care to tailor services to clients' needs.
8. Respond to participants' immediate and short-term service needs, completing an initial housing options assessment, and developing a housing plan with each participant.
9. Work collaboratively with any other programs/staff that are providing services to the client while at the Navigation Center (within what is allowable following client confidentiality and any consents signed by the client) (e.g., a rapid re-housing program case manager, mental health counselor). When possible, Navigation Center case managers should ensure a smooth transition and continuity of care with a client's new case manager.
10. Provide linkage to appropriate services and supports, as well as continued monitoring and follow-up regarding participant progress and ongoing needs.
11. Provide intensive case management services to each participant that maximizes the number of participants who will exit to housing and maintains short lengths of stay.
12. Provide case management services between the hours of 8AM and 5PM Monday through Friday including evening and weekends to ensure clients who have daytime commitments (jobs or otherwise) may receive intensive case management services.

**E. Housing Location Services, Contractor will:**

1. Identify stable or permanent housing options for the participants (i.e., maintain a list of apartments for rent, rooms for rent, etc.).
2. Identify and assist participants in identifying and locating potential housing options by providing participants with housing leads, training participants on how to find information about housing opportunities, training participants on landlord communication and tips for submitting applications, providing support to participants in talking to landlords and submitting applications.

3. Assist participants in understanding landlord-tenant rights and responsibilities.
4. Provide participants with strategies to maintaining housing and developing a positive tenant-landlord relationship.
5. Provide individualized, one-on-one housing location support to clients, and provide housing location support in groups, classes, printed materials, etc.
6. If a client is enrolled in another program concurrently that includes housing location services (such as a rapid re-housing program or a Permanent Supportive Housing program), collaborate with that other program and ensure no duplication of services.

**F. Coordination of On-Site Supportive Services, Contractor will:**

1. Identify staff position(s) who have the responsibility of coordinating all on-site services.
2. Coordinate comprehensive on-site supportive services, which are voluntary for enrolled clients to participate in. These will provide opportunities for clients to easily and quickly access services to meet their needs and assist them.
3. Coordinate with the on-site service providers on establishing dates, times, and on-site location of services to be provided.
4. Conduct actions needed to complete the on-site services listed/defined below:
  - a. Category 1: Services provided by the County or a County partner agency. These services will be funded and/or contracted for separately by the County. Contractor will coordinate with the organizations identified by the County to offer these services on-site to all clients. Contractor will have the responsibility of day-to-day coordination with these services/agencies, including logistics (hours of services, space on-site, client sign up process, etc.), and including coordinating clients in accessing these services (working with the provider to establish processes for clients to register or walk in for services, sharing information with clients on the services available and how to access, etc.), and acting as a liaison between the Navigation Center clients and staff and these agencies. County will inform Contractor in writing of services/agencies that will provide services within this category. It is expected that the services provided by the County or County partners will include the following:
    - Medical care/physical health care
    - Behavioral health care (mental health and substance abuse treatment)
    - Vocational and employment services
    - Veterans' benefits
  - b. Category 2: On-site services to be provided by Contractor, either directly or provided via collaboration with other community agencies. Contractor will receive prior written approval from County for each agency that will be providing on-going/regular services on site. Contractor will submit a planned schedule/list of agencies to provide services on site to the County

for approval. The following list of services is subject to change upon issuance of an updated list in writing to the Contractor from the County i. Contractor will provide:

- Application assistance for Social Security, unemployment and other resources
  - Legal services regarding unpaid citations, etc.
  - Credit repair workshops, housing search workshops, and other workshops to assist participants with housing search skills or other relevant topics
  - Any other services that clients and/or staff have identified as being impactful to assist clients with their housing plans and/or other needs
5. Coordinate closely with County and all County identified service providers. Participate in meetings and ongoing collaboration.
  6. Promote on-site services to all clients.
  7. Ensure Contractor's program staff, including case managers, are aware of all on-site services and encourage participants to access services relevant to their needs and housing goals, and will assist them with accessing those services.
  8. Coordinate on-site health and wellness activities for clients.
  9. Offer additional opportunities to clients to participate in voluntary onsite activities, such as participating in a community garden project.
  10. Receive written approval from County for additional services to be offered on an ongoing/regular schedule by other agencies onsite.

**G. Facility and Site Operations, Contractor will:**

1. Adhere to the facility use and site operations roles and responsibilities, to be outlined in the County's facility site use and operations policy and procedures document, to be provided at a later date. County will notify Contractor prior to implementing site operations policy and procedures and provide the Contractor with an opportunity for comment and suggestions.
2. Implement policies and procedures in accordance with the County's site use and operations policies and procedures to ensure the facility is maintained in good condition.
3. Submit building repair and maintenance requests in accordance with the County's request/communication protocols, to be provided.
4. Provide janitorial services at a level that ensures ongoing cleanliness and a sanitary environment in all areas of the facility.
5. Provide maintenance and repair of laundry equipment (washers and dryers), refrigerators and all kitchen equipment.
6. Provide furniture, computers, phones, printers, fax machines, copy machines and other technology equipment for staff.

7. Provide a video surveillance system (security cameras). Contractor will provide ongoing maintenance of this system. Contractor must receive approval from County before changes to the video surveillance system.
8. Repair or replace items (including furniture, equipment, supplies, etc.) over time as needed based on the level of damage or other issue that makes the item unusable. Any damage to the buildings themselves will be covered separately by County maintenance, not by Contractor; however, Contractor is expected to conduct as much prevention as possible to prevent damage to the facility.
9. Will not be responsible for covering utility costs associated with garbage, water, sewage, and electrical.
10. Will participate in annual inventory process and other inventory processes as requested by County. County's inventory reporting procedures will be provided to Contractor in writing at the end of each fiscal year. County and Contractor will mutually agree on inventory processes and reporting procedures.
11. Arrange for services and cover the costs to provide the following:
  - Internet and phone service for staff;
  - Internet service for clients throughout the site;
  - Phones are available for client use;
  - Television monitors with streaming or similar services are available for clients in common areas; and
  - IT equipment for staff.

**H. Shelter Facility (Safety, Health and Disability Accommodations), Contractor will:**

1. Comply with Fair Housing rules and implement a set of policies and procedures to provide reasonable accommodations for households with disabilities.
2. Enact staff training, site policies and protocols to prevent violence, theft, and other incidents that put the safety and well-being of shelter clients and/or staff at risk. Have policies and procedures in place to investigate any potential incident of violence, theft or other incidents, including a thorough investigation and actions to address the findings.
3. Complete appropriate background checks and screening for all staff.
4. Complete appropriate background checks and screening for any volunteers who have access to client data or who will interact with clients without supervision by Contractor staff.
5. Train staff and any volunteers who may interact with clients or client information on client confidentiality.
6. Develop and implement policies regarding pets, including client responsibility for caring for pets, client and staff safety, pet health and safety (including vaccinations), environmental safety, and if applicable, pet restrictions.
7. Provide storage for clients' possessions, subject to reasonable limitations on overall quantities and types of possessions (e.g., no food items, no large furniture, etc.), in accordance with Contractor's policy on possessions. Contractor

will maintain a space for each client to store his/her belongings in a secure manner and in a manner that identifies the possessions belonging to each client.

8. Contractor will collect and review feedback from key stakeholders on a regular basis, including clients, Homeless Outreach Team (HOT) clients, HOT staff, and Coordinated Entry System staff.

**I. Inclement Weather Program Services, Contractor will:**

1. Participate in the San Mateo County Inclement Weather Program (IWP) to support homeless individuals during periods of cold and inclement weather.
2. County and Contractor will mutually agree on IWP policies and procedures.
3. Provide shelter services through the Inclement Weather Program if requested by County during a disaster or emergency. Any request for these services will be issued in writing by County. The written request will include details about the clients to be served, services to be provided, eligibility criteria, and reporting.

**J. Quality Assurance and Continuous Improvement, Contractor will:**

1. Continuously monitor data quality and review data/outcomes and utilize for continuous quality improvement.
2. Conduct quality assurance and continuous quality improvement including ongoing staff training, coaching, and internal review to ensure quality and consistency of services, and adherence to policies and procedures.
3. Conduct ongoing reviews of services and documentation of services (file reviews), and data quality.
4. Implement systematic processes to collect ongoing feedback from clients and other stakeholders.

**K. Homeless Management Information System (HMIS) Data Entry, in accordance with Exhibit D, Contractor will:**

1. Document all services funded under this contract in HMIS/Clarity.
2. Enter complete and accurate data/information into HMIS in a timely manner for all clients. Client information, including universal data elements and program-specific data elements, should be accurate, complete, and current.
3. Enter data during the provision of service or as soon as possible after the services. Data entry must be completed within two business days of the service provision.
4. Monitor data entry to ensure services are entered in a timely manner and that ongoing quality checks of data are conducted.
5. Train staff on HMIS data collection, entry, and quality assurance policies and procedures.
6. Train staff on HMIS privacy policies.
7. Run reports in Clarity to review data, trends, and outcomes of the program.

**L. Additional Responsibilities, Contractor will:**

1. Establish and maintain structures for people with lived experience of homelessness, including past and current Navigation Center participants, to provide input on program and agency operations, policies, and services, and on quality improvement strategies.
2. Within 60 days of contract execution, provide a written plan and timeline regarding the structures described above. County will review plan and may request revisions or additions, and Contractor will make revisions based on County request.
3. Assess clients for the purpose of informing client's housing-focused case plan and determining immediate needs. Service needs or other types of assessments are not to be used to make eligibility and admission decisions. If a potential client has significant medical services needs or behavioral health needs that cannot be provided at the program, they may be referred to other applicable resources.
4. Provide services that are culturally appropriate to the populations served.
5. Implement agency and program-level initiatives to address racial equity and participate in Continuum of Care (CoC) and County equity initiatives.
6. Provide services that are low barrier, meaning that participants are not screened out or discharged from the program based on having too little or no income, an active or history of substance abuse, a criminal record, or perceived "lack of motivation" or lack of participation in shelter services/programs.
7. Apply for/pursue existing and additional funding from a variety of potential funding sources, including private foundations, individual donations, corporate giving, grants, and public funding opportunities, in order to maintain a diverse mix of funding sources.
8. Maintain process to investigate thoroughly any alleged incident involving clients. If an incident occurs, identify, and address any staffing, staff training, facility improvement, policy/protocol/procedure, or other changes necessary to address the incident and prevent future incidents.
9. Report all critical incidents via email within 24 hours to County, Human Services Agency (HSA) Center on Homelessness (COH) staff, including the events of: death, homicide, suicide or suicide attempt, assault (on another client or staff) and other significant incidents. Participate in Critical Incident Review meetings.
10. Participate in County's homeless strategic plan implementation and program evaluations.
11. Participate in point-in-time counts and surveys.
12. Participate in Continuum of Care meetings (CoC) and County HSA Homeless and Safety Net provider meetings.
13. Adjust, modify, or provide additional related services to meet County program goals, as agreed upon by both parties in writing, as long as it does not exceed the total agreement obligation.



## **Exhibit B – Payments and Rates**

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

1. Pursuant to CFR, Title 2, as applicable, Contractor may only charge to this Agreement costs resulting from obligations incurred during the funding period of the Federal and State awards for the term specified in Section 5 of this Agreement, unless carryover of these balances is specifically identified in the payment section of this Agreement.

All obligations incurred under this Agreement must be liquidated no later than ninety (90) days after the end of the funding period, pursuant to Federal law.

2. Payments to Contractor will be on a cost-reimbursement basis. Payments for services shall not exceed the total Agreement obligation provided in Section 4 of the Agreement.
3. Contractor will invoice County monthly for reimbursement and disbursements for actual costs incurred in the performance of this Agreement based on the budget shown in Exhibit B1. Contractor will invoice County separately for Inclement Weather Program services (see paragraph 4 below). Invoices must include at a minimum the invoice number; date; Agreement number; remit payment address; cost incurred detailed by line item in reference to, but not limited to: salaries, fringe benefits, travel, equipment, supplies and any other functions or services included in the cost to perform services under this Agreement. Invoices must be accompanied by evidence of work performed, or costs incurred including but not limited to timesheets, copies of bills and/or packing slips. Invoices must also include the cumulative amount to date. Invoices are due by the 20<sup>th</sup> of each month for services rendered in the previous month.
4. Contractor will invoice County separately for Inclement Weather Program services and will be billed at a rate of \$250 per each day of inclement weather activation in which one or more of the Inclement Weather beds/cots was in use. Invoices must include at a minimum the invoice number; date; Agreement number; remit payment address; and cost. Invoices must also include the cumulative amount to date by fiscal year for Inclement Weather program services. Invoices are due by the 20<sup>th</sup> of each month for services rendered in the previous month.
5. Contractor will provide a line-item budget (using the template provided by County) prior to the start of each budget year. Contractor will provide an updated line-item budget whenever a budget change occurs.

6. The final invoice must be clearly marked "Final". The final invoice must be submitted within 20 days of the expiration date of this Agreement shown in Section 5 of the Agreement. The final invoice must include the following certification: "Payment of this invoice constitutes complete satisfaction of all of County's obligation under Agreement Number (use the assigned agreement number) and constitutes the completion of all services by the Contractor/Sub Recipient. County is hereby released from all further claims and obligations for this Agreement upon payment of this final invoice."
7. County shall pay invoices upon receipt and approval, and in accordance with the terms of this Agreement and Federal, State and local laws.
8. Submit invoices to:

Name/Title: Liz Lange  
Address: 1 Davis Dr., Belmont, CA 94002  
Email: elange@smcgov.org

**Exhibit B1 – Budget**

County shall have the option to adjust costs, including annual allocation amounts across each year, and between budget line items, to meet program goals as approved by both parties in writing as long as it does not exceed the total obligation amount. In addition to the amounts listed below, County will provide in-kind resources to Contractor for facility and maintenance repairs/costs. This in-kind resource is estimated to be valued at \$805,000 per Fiscal Year (specific value of in-kind resource is subject to change).

## 1. Budget/Allocation Amounts

<b>Expense</b>	<b>FY22-23</b>	<b>FY23-24</b>	<b>FY24-25</b>	<b>FY25-26</b>	<b>FY26-27</b>
<b>Personnel</b>	\$1,166,673	\$1,937,047	\$1,937,047	\$1,937,047	\$1,937,047
<b>Operating</b>	\$1,449,174	\$2,547,258	\$2,547,258	\$2,547,258	\$2,547,258
<b>Administrative</b>	\$300,820	\$515,695	\$515,695	\$515,695	\$515,695
<b>Inclement Weather Program</b>	\$13,750	\$13,750	\$13,750	\$13,750	\$13,750
<b>Total</b>	\$2,930,417	\$5,013,750	\$5,013,750	\$5,013,750	\$5,013,750

## **Exhibit C - Performance and Financial Monitoring & Reporting Requirements**

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

### 1. Audits:

Sub Recipient agrees to provide for timely audits as required by OMB's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards ("Final Guidance"), unless a waiver has been granted by a Federal agency. Subject to the threshold requirements of 45 CFR § 74.26 and 45 CFR § 92.26, as applicable, and OMB's Final Guidance, Contractor must ensure that it has an audit with a scope as provided in OMB's Final Guidance that covers funds received under this Agreement. Contractor must send one (1) copy of the final audit report to County contact shown in Section 17 of this Agreement within two (2) weeks of Contractor's receipt of any such audit report. Contractor agrees to take prompt action to correct problems identified in any such audit including Federal, State, County or local authority having audit authority.

### 2. Performance Monitoring & Reporting:

- a. Contractor will comply with reporting requirements through the System for Award Management (SAM) System as it pertains to required disclosures and frequency thereof as outlined in the CFR, Title 2. Any listing within the SAM system for Contractor is grounds for immediate termination of this Agreement and the associated Federal Funds.
- b. Contractor will submit Monthly Performance Progress reports to County with the following Performance Measures and Outcomes with information needed to complete Consolidated Annual Performance and Evaluation Reports (CAPER) to HUD annually in accordance with ESG, ESG-CV, CDBG, and CDBG-CV requirements. Contractor will coordinate with the County to submit other reports as required by Federal funding guidelines.
- c. Contractor will submit Monthly Financial Cost Reports Including line-item details associated with indirect costs.
- d. Contractor will submit a FINAL Federal Program Performance Report within 90 days of the end of this grant award period.

### 3. Financial Monitoring & Reporting:

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

4. Additional Performance Measures and Reports:  
 a. Contractor agrees to meet the following performance measures:

Measure	Annual Targets
<b>Exits to Permanent Housing</b> Percentage of all leavers who exited to a permanent housing situation	40%
<b>Length of Stay</b> Average length of stay for clients	120 days or less
<b>Increased Employment Income</b> Percentage of client leavers who exited and stayers (who stayed for 12 months or more) with increased employment income	30%
<b>Increased Non-employment Income</b> Percentage of client leavers who exited and stayers (who stayed for 12 months or more) with increased non-employment income	20%
<b>Utilization Rate</b> Average daily bed/unit program slot utilization (ratio of occupied units to the total number of available and habitable/online units)	95%
<b>HMIS Data Quality</b> Percentage of null/missing and don't know/refused values	Less than 5%

- b. Contractor agrees to provide the following reports:
- i. Contractor will track data and submit monthly Performance Reports by the 20<sup>th</sup> of each month following the prior months' service. Reports will include at a minimum the following information:
    1. Number of unduplicated clients served during the reporting period.
    2. Performance measure report (results for performance measures listed in table above for the current month and for fiscal year-to-date).
    3. Data on clients served and performance measure data by race and ethnicity.
    4. A narrative describing trends, successes, challenges during the reporting period. The narrative should also describe engagement with and input from people with lived experience of homelessness and how this has been incorporated into the program.
  - ii. Contractor will submit an annual program report within 20 days of the end of the fiscal year. The report will provide information on the impact

- that shelter services had throughout the entire service year and annual results for each performance measure.
- iii. Contractor will submit on a monthly basis to County an occupancy report using the template provided by County.
  - iv. Contractor will submit a report on a monthly basis to County on the utilization of restricted/contracted beds and other information requested by County.
  - v. Contractor will track and report on a monthly basis the number of individuals served who meet the HUD definition of chronic homelessness, ensuring that at least 48 units are serving individuals who are chronically homeless.
  - vi. Contractor will provide County with additional data or reports upon County request. This may include retrieval of reports from County HMIS system to help County understand client requests, services, and outcomes. County will notify Contractor in writing at least two weeks prior to the requested additional report/data due date, unless County has an urgent programmatic need for expedited data/report.
  - vii. Contractor will submit all reports and data electronically to Liz Lange (elange@smcgov.org), or County designee.
- c. Contractor will participate in Site Review/Contract Compliance Visits with County designated staff. County will notify Contractor in writing at least two weeks prior to the scheduled review or visit unless County has an urgent programmatic need to expedite the process.
  - d. Contractor will participate in program evaluations and other analysis/evaluations of the homeless system and services conducted by County.
  - e. County shall have the option to modify or add related performance measures, goals, and targets to meet its program goals. County will provide Contractor with at least two weeks' written notice of the requested change unless County has an urgent programmatic need to expedite the process.

**Exhibit D - HMIS**  
**Revised December 2018**  
**Clarity Human Services System**  
**Usage and Data Sharing Agreement for Core Service Agencies and**  
**Homeless Service Providers**

In 2014, Core Service Agencies and homeless service providers migrated to the secure, private and confidential Clarity Human Services system network by Bitfocus (“Clarity”). This migration to Clarity allows for data sharing across providers.

**Commitment to Data Entry**

The Core Service Agencies and homeless service providers agree to timely enter into Clarity’s secure system accurate data about the clients to whom they provide safety net services and homeless services pursuant to their contracts with the County of San Mateo (“County”). Timely entry of this data is crucial to the Core Service Agencies and homeless service providers’ ability to refer clients to other providers, report accurate performance measures and to capture data on community need.

If any provider has trouble with timely entry of data into Clarity, they will notify HSA of the delay, seek technical assistance if necessary and provide a plan within one week to bring the data entry current as soon as possible.

**Confidentiality of Client Data**

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

The data in Clarity shall not be disclosed to anyone or any entity except in connection with the administration of the safety net and homeless service programs, as necessary to achieve the provision of homeless and safety net services, or for the analysis of the data to show performance measurements, including that of contract compliance.

The data may be reviewed by San Mateo County personnel on a need-to-know basis to check performance measurements, community trends, client services, and for the purpose of monitoring contract compliance. Summary results (e.g., non-identifying information such as general statistical data, caseload provide data, funding and expenditure information) is non-confidential may be shared upon request. Data that contains identifying information will be accessible and shared on a need-to-know basis only, and only to the extent permitted by applicable law.

Core Service Agencies and homeless service providers acknowledge that these confidential data are proprietary to the County and agree to comply with all applicable State and Federal confidentiality laws and regulations.

To authorize the parties to this Agreement to share individually identifiable client information, clients who are entered into the system must sign a Client Consent for Clarity System Data Collection and Release of Information form that will be kept with their records in Clarity and/or in their paper file. The release informs the client that partner agencies in San Mateo County will have access on a need-to-know basis to their records in the secure system. If a client refuses to sign a release, services will not be denied and the client will be entered into Clarity as a private client.

**Agencies Entering and Accessing Data in Clarity**

CORE SERVICE AGENCIES	HOMELESS SERVICE PROVIDERS
<ul style="list-style-type: none"> <li>• Coastside Hope</li> <li>• Daly City Community Services Center</li> <li>• Fair Oaks Community Center</li> <li>• Puente de la Costa Sur</li> <li>• Pacifica Resource Center</li> <li>• Samaritan House</li> <li>• YMCA Community Resource Center</li> </ul>	<ul style="list-style-type: none"> <li>• Abode Services</li> <li>• StarVista</li> <li>• San Mateo County Human Services Agency</li> <li>• Housing Authority of the County Of San Mateo</li> <li>• San Mateo County Department of Housing</li> <li>• San Mateo County Health System, Behavioral Health And Recovery Services</li> <li>• Mateo Lodge</li> <li>• Home and Hope</li> <li>• LifeMoves (formerly known as InnVision Shelter Network)</li> <li>• Mental Health Association of San Mateo County</li> </ul>

Efforts are made to keep this list current, however there may be Core Service Agencies and/or homeless service providers that begin to participate in the data system in the future.

**Licensing**

Only agency staff who provide safety net or homeless services shall be granted access to Clarity. When an agency is requesting a Clarity license for a new staff, the agency director or manager will review with the staff the confidentiality and security rules regarding Clarity and will send the completed, signed Clarity oath of confidentiality form to HSA to request a new account.

**ACCESS TO THE CLARITY SYSTEM AFTER EMPLOYEMENT ENDS IS PROHIBITED.** If an authorized user separates from employment with a Core Service Agency or homeless service provider, notification must be made as soon as possible to the HSA Service Desk in advance of the employee leaving. The request will provide a license termination date.

If any license goes unused for more than 90 days, that license may be deactivated. The agency holding



the license will be notified prior to deactivation of the license and the agency will have 5 business days to respond with a request if the license is to be continued.

### **System Configuration Change Requests**

All agencies Change Requests (CR) will be evaluated by HSA. For the cost of all Change Requests (CRs) unique to one or a group of agencies and for non-Core or non-HMIS standard programs, payment shall be made by the requesting agency(ies).

### **User Support**

If a Core Service Agency or homeless service provider experiences any technical difficulty with the system, a service request must be sent to the Human Services Agency, Business Systems Group at [hsa\\_servicedesk@smcgov.org](mailto:hsa_servicedesk@smcgov.org) or (650) 802-7573.

### **Contractor/Service Provider Agreement**

The Core Service Agencies and homeless service providers agree to train their staff and to establish internal processes and procedures to ensure all staff and volunteers safeguard clients' confidentiality and privacy and enter accurate, complete data. It is understood that accessing Clarity's secure, private and confidential network is for the sole purpose of serving clients. All authorized individuals accessing the Clarity network of Core Service Agencies and homeless service providers must have a legitimate business reason when searching and accessing information. All activity is logged, and participating agencies understand and agree that this audit trail can be viewed at any time by authorized County personnel.

## County of San Mateo – Fingerprinting Certification Form

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**DATE:** 10/5/2022 | 6:29 PM PDT

**AGREEMENT WITH:** LifeMoves

**FOR:** San Mateo County Navigation Center - Homeless Shelter Operations

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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 Contractor's employees, assignees and subcontractors or volunteers have contact.

**NAME:** Aubrey Merriman

**TITLE:** Aubrey Merriman, Chief Executive Officer

**SIGNATURE:**

DocuSigned by:  
*Aubrey Merriman*  
E6B25F2DF4704FF...

**DATE:**

10/5/2022 | 6:29 PM PDT

**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.

<b>Name of 504 Person:</b>	Aubrey Merriman
<b>Name of Contractor(s):</b>	LifeMoves
<b>Street Address or P.O. Box:</b>	181 Constitution Drive
<b>City, State, Zip Code:</b>	Menlo Park, CA 94025

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

<b>Signature:</b>	<div style="border: 1px solid black; padding: 2px;"><small>DocuSigned by:</small> <i>Aubrey Merriman</i> <small>E0B25F2DF4704FF...</small></div>
<b>Title of Authorized Official:</b>	Aubrey Merriman, Chief Executive Officer
<b>Date:</b>	10/5/2022   6:29 PM PDT

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

## Attachment P

### Personally Identifiable Information

#### Requirements for County Contractors, Subcontractors, Vendors and Agents

##### I. Definitions

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

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

- i. Contractors administer or assist in the administration of County programs;
- ii. PII is used or disclosed; or
- iii. PII is stored in paper or electronic format.

**II. Restrictions on Contractor re Use and Disclosure of PII**

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

**III. Use of Safeguards by Contractor to Protect PII**

- a. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides PII received from, or created or received by Contractor on behalf of County, agrees to adhere to the same restrictions and conditions contained in this Attachment PII.
- b. Contractor agrees to advise its staff who have access to PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws and regulations.
- c. Contractor agrees to train and use reasonable measures to ensure compliance by Contractor's staff, including, but not limited to (1) providing initial privacy and security awareness training to each new staff within thirty (30) days of

employment; (2) thereafter, providing annual refresher training or reminders of the PII privacy and security safeguards to all Contractor's staff; (3) maintaining records indicating each Contractor's staff name and the date on which the privacy and security awareness training was completed; and (4) retaining training records for a period of three (3) years after completion of the training.

- d. Contractor agrees to provide documented sanction policies and procedures for Contractor's staff who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment when appropriate.
- e. Contractor agrees that all Contractor's staff performing services under this Agreement sign a confidentiality statement prior to accessing PII and annually thereafter. The signed statement shall be retained for a period of three (3) years, and the statement include at a minimum: (1) general use; (2) security and privacy safeguards; (3) unacceptable use; and (4) enforcement policies.
- f. Contractor agrees to conduct a background check of Contractor's staff before they may access PII with more thorough screening done for those employees who are authorized to bypass significant technical and operational security controls. Contractor further agrees that screening documentation shall be retained for a period of three (3) years following conclusion of the employment relationship.
- g. Contractor agrees to conduct periodic privacy and security reviews of work activity, including random sampling of work product by Contractor's staff by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of County's programs and the use and disclosure of PII. Examples include, but are not limited to, access to data, case files or other activities related to the handling of PII.
- h. Contractor shall ensure that PII is used and stored in an area that is physically safe from access by unauthorized persons at all times and safeguard PII from loss, theft, or inadvertent disclosure by securing all areas of its facilities where Contractor's staff assist in the administration of the County's programs and use, disclose, or store PII.
- i. Contractor shall ensure that each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee of Contractor and access is revoked.

- j. Contractor shall ensure that there are security guards or a monitored alarm system at all times at Contractor's facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.
- k. Contractor shall ensure that data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only those authorized by this Agreement. Visitors to any Contractor data centers area storing PII as a result of administration of a County program must be escorted at all times by authorized Contractor's staff.
- l. Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which Contractor staff can transport PII, as well as the physical security requirements during transport.
- m. Contractor shall ensure that any PII stored in a vehicle shall be in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.
- n. Contractor shall ensure that PII shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- o. Contractor shall ensure that all workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- p. Contractor shall ensure that servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- q. Contractor agrees that only the minimum necessary amount of PII required to perform required business functions will be accessed, copied, downloaded, or exported.
- r. Contractor shall ensure that all electronic files, which contain PII data is encrypted when stored on any mobile device or removable media (i.e. USB

drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.

- s. Contractor shall ensure that all workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily. In addition, Contractor shall ensure that:
  - i. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
  - ii. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
  - iii. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
  - iv. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- t. Contractor shall ensure that all of its staff accessing Personally Identifiable Information on applications and systems will be issued a unique individual password that is a least eight (8) characters, a non-dictionary word, composed of characters from at least three (3) of the following four (4) groups from the standard keyboard: upper case letters (A-Z); lower case letters (a-z); Arabic numerals (0-9) and special characters (!, @, #, etc.). Passwords are not to be shared and changed if revealed or compromised. All passwords must be changed every (90) days or less and must not be stored in readable format on the computer or server.
- u. Contractor shall ensure that usernames for its staff authorized to access PII will be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
- v. Contractor shall ensure when no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the Personally Identifiable Information cannot be retrieved.
- w. Contractor shall ensure that all of its systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.



- x. Contractor shall ensure that all of its systems providing access to PII must display a warning banner stating, at a minimum that data is confidential; systems are logged, systems use is for business purposes only by authorized users and users shall log off the system immediately if they do not agree with these requirements.
- y. Contractor will ensure that all of its systems providing access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII. The audit trail shall be date and time stamped; log both successful and failed accesses be read-access only; and be restricted to authorized users. If PII is stored in a database, database logging functionality shall be enabled. The audit trail data shall be archived for at least three (3) years from the occurrence.
- z. Contractor shall ensure that all of its systems providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- aa. Contractor shall ensure that all data transmissions of PII outside of its secure internal networks must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used. Encryption can be end to end at the network level, or the data files containing PII can be encrypted. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- bb. Contractor shall ensure that all of its systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.
- cc. Contractor shall ensure that audit control mechanisms are in place. All Contractor systems processing and/or storing Personally Identifiable Information must have 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.
- dd. Contractor shall ensure that all of its systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.

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

mm. Contractor shall ensure that mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery.

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

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

**V. Permitted Uses and Disclosures of PII by Contractor**

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

**VI. Obligations of County**

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with California Welfare and Institutions Code section 10850, as well as any changes to such notice.

- b. County shall notify Contractor of any changes in, or revocation of, permission by Individual to use or disclose PII, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of PII that County has agreed to in accordance with California Welfare and Institutions Code section 10850.

**VII. Permissible Requests by County**

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

**VIII. Duties Upon Termination of Agreement**

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

**IX. Miscellaneous**

- a. **Regulatory References.** A reference in this Attachment to a section in the Personally Identifiable Information Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and in accordance 45 CFR § 205.40, *et seq.* and California Welfare and Institutions Code section 10850.

- c. **Survival.** The respective rights and obligations of Contractor under this Attachment shall survive the termination of the Agreement unless and until the PII is destroyed or returned to the County.
- d. **Interpretation.** Any ambiguity in any provision in this Attachment shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Contractor.