

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND ABODE SERVICES

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

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of provide rapid re-housing services to individuals and households eligible to be served through the Encampment Resolution Funding grant.

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

1. Exhibits and Attachments

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

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit C—Performance Reporting and Monitoring
- Exhibit D—ERF General Terms and Conditions
- Exhibit E—Special Terms and Conditions
- Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibits A, C, D, E, and Attachment I.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibits A, C, D, E, and Attachment I, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **TWO MILLION TWO HUNDRED AND NINETY THOUSAND, EIGHT HUNDRED AND SEVENTY-THREE DOLLARS AND FIVE CENTS (\$2,290,873.05)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2025 through June 30, 2027.

5. Termination

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

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

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

6. Contract Materials

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

7. Relationship to Parties

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

8. Hold Harmless

a. General Hold Harmless

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

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

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

9. Assignability and Subcontracting

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

10. Insurance

10.1. General Requirements

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

10.2. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every

employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

10.3. Liability Insurance

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

(a) Comprehensive General Liability..... \$1,000,000

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

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

11. Compliance With Laws

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

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

12. Non-Discrimination and Other Requirements

12.1. 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.

12.2. 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.

12.3. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

12.4. Compliance with County's Equal Benefits Ordinance

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

12.5. Discrimination Against Individuals with Disabilities

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

12.6. History of Discrimination

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

12.7. Reporting; Violation of Non-discrimination Provisions

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

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

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

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

12.8. Compliance with Living Wage Ordinance

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

13. Compliance with County Employee Jury Service Ordinance

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

employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

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

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

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

15. Merger Clause; Amendments

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

16. Controlling Law; Venue

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

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via 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: Amy Davidson, Director of Center on Homelessness
Address: 500 County Center, 1st Floor, Redwood City 94063
Telephone: (650) 877-5444
Email: adavidson@smcgov.org

In the case of Contractor, to:

Name/Title: Vivian Wan, CEO
Address: 40849 Fremont Boulevard, Fremont, CA 94538
Telephone: (510)657-7409
Email: vwan@abodeservices.org

18. Electronic Signature

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

19. Payment of Permits/Licenses

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

20. Personally Identifiable Information

Requirements for County Contractors, Subcontractors, Vendors and Agents

20.1. 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.

20.2. 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

20.3. 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.

20.4. 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.

20.5. 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.

20.6. 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.

20.7. 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.

20.8. 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.

20.9. 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.


21. Rehabilitation Act of 1973

Refer to the attachment required to be completed by the Contractor.

SIGNATURE PAGE TO FOLLOW

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

For Contractor: **Abode Services**

 SIGNED BY: <u>Vivan Wan</u> 906AB4FF730040A...	<u>1/15/2025</u>	<u>vivan wan</u>
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A - Services

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

I. Purpose

The purpose of this agreement is to provide rapid re-housing services to individuals and households eligible to be served through the Encampment Resolution Funding (ERF) grant, who reside or have resided in San Mateo County's Critical Homeless Encampment Zone ("CHEZ"), which are the encampment sites that have been identified as CHEZ by the Human Services Agency (HSA). Specific program components of rapid re-housing include providing housing location services, move-in and rental financial assistance, and housing-focused case management.

The goal of rapid re-housing services is to assist people experiencing homelessness in the CHEZ to return to permanent housing quickly. Rapid re-housing services will involve coordinating closely with other teams as a part of the Multi-Disciplinary Teams (MDT), which include specialists in Diversion and Coordinated Entry Services ("DCES"), homeless outreach, shower and laundry services, substance use treatment, mental health, and medical care.

II. Services to be Provided

A. Population to Be Served

The target population is unsheltered (living outdoors, in vehicles, or other places not meant for human habitation) individuals, households, or unaccompanied youth who are or were residents of San Mateo County's CHEZ encampment sites and are disconnected from mainstream services, homeless services, and other support systems. Persons served may include those with long histories of homelessness, disabilities, little to no income, evictions, criminal convictions, alcohol and/or other substance use challenges, mental and physical health challenges, and other barriers to maintaining housing.

B. Referral Process

Contractor will only accept referrals for ERF Rapid Re-housing services following the process established by HSA and will provide services only to eligible individuals/households.

Program participants must be San Mateo County residents and ERF clients at the time of program entry. Case management and housing plans may include strategies for out-of-county permanent housing solutions.

Contractor will serve both unsheltered individuals living in CHEZ who are identified as ERF clients as well as individuals in other locations who are identified as ERF clients. (ERF clients are individuals or households who reside in a CHEZ or previously resided in a CHEZ after the start date of the ERF program. HSA will issue procedures for identifying and tracking ERF clients).

C. Housing Identification Services

Contractor will:

1. Employ staff who are specialized in housing location support and have specific experience related to housing search, landlord recruitment, lease negotiations, and other housing location-related topics.
2. Recruit and retain landlords with units that are desirable and sustainable, including in neighborhoods where clients would like to live.
3. Ensure that all housing units pass the U.S. Department of Housing and Urban Development

(HUD) Housing Habitability Standards (linked below). Contractor will maintain documentation of each unit's compliance with the Habitability Standards.

<https://www.hudexchange.info/resource/3766/esg-minimum-habitability-standards-for-emergency-shelters-and-permanent-housing/>.

4. Negotiate with landlords to help clients, who might otherwise fail to pass typical screening criteria, access housing.
5. Assist clients in identifying and locating potential housing options by providing client with housing leads, training the clients on how to find information about housing opportunities, training clients on landlord communication and tips for submitting applications, providing support to clients in talking to landlords and submitting applications, and offering at least 3 viewings of units that are available for rent and responsive to client preferences unless client accepts a housing unit sooner.
6. Actively respond to landlord concerns in order to develop and preserve partnerships with landlords for the purposes of future housing placement opportunities for clients.
7. Assist clients in making an informed housing choice based on their housing-focused case plan. This includes providing accurate information about the implications of those choices given the realities of the housing market.
8. Provide individualized housing location assistance, which includes preparing and obtaining documentation for housing readiness, viewing potential permanent housing units with clients, and completing housing applications.
9. Assist clients in understanding landlord-tenant rights and responsibilities and the requirements of their specific lease or rental agreement.
10. Collaborate closely with any other program that is providing services to the client, such as outreach or shelter programs.

D. Intensive, Housing-Focused Case Management Services

Contractor will:

1. Designate staff to provide case management services. The case management staff will be responsible for providing engaging, individualized, housing-focused case management to clients starting at the point of program enrollment and continuing after they move into housing.
2. Develop and continually update individual service plans, with client participation, covering goals related to housing, job training/placement, budgeting, and stabilization needs.
3. If a program participant is staying in a shelter or is enrolled in a homeless outreach or similar program, the case manager will work collaboratively with shelter or homeless outreach staff to ensure clear roles and responsibilities on case plan and rapid re-housing goals.
4. Develop an individualized housing case plan with the participant and enter the case plan into the Clarity HMIS within 30 days of enrollment. This case plan may include family reunification and relocation as determined with the client.
5. While a participant is searching for housing, case managers will assist the participant in obtaining and moving into a new housing unit, including by helping participants resolve or mitigate tenant screening barriers like rental and utility arrears or multiple evictions, as well as obtain necessary identification or other documents if needed.
6. Provide intensive case management services after participants are housed to help stabilize in their housing, including helping to identify and access supports (i.e., family and friend networks, mainstream and community services, and employment and income) and to resolve any issues that may lead to tenancy problems (e.g., disputes with landlords or neighbors).
7. Provide life skills training, including on tenancy best practices, bill payment, and budgeting.
8. Work to identify which clients are connected to, or may be eligible for, other supportive services, such as Behavioral Health and Recovery Services. For clients that are connected, Contractor will work with those other programs to ensure collaboration. For clients that are not connected but may be eligible, work to connect clients to other supportive services as would be helpful to support long-term housing stability.

9. Connect the participant with community resources and service options, such as legal services, health care, vocational assistance, transportation, childcare, and other forms of assistance, that continue beyond participation in the rapid re-housing and shallow subsidy services program.
10. For program participants who choose to move to other counties, the Contractor will provide time-limited financial assistance and time-limited case management services. The case management services will include identifying resources in the participants' new community that can provide ongoing assistance, as necessary. For participants who move out of the County, time-limited case management assistance may be provided in person or remotely by phone or other virtual meeting platforms.
11. Maintain clear written policies and defined, objective standards for when case management should continue and end. Guidelines are flexible enough to respond to the varied and changing needs of program participants.

E. Rental Assistance and Move-in Assistance

Contractor will:

1. Maintain policies and procedures for rental assistance and move-in assistance that are flexible and tailored to the varying and changing needs of a household.
2. Provide policy and procedure manual to the County upon execution of this agreement and whenever the documents are updated.
3. Develop an individualized plan for rent and move-in assistance for each participant household that is flexible and tailored to the varying and changing needs of a household while providing the assistance necessary for households to move immediately out of homelessness and to stabilize into permanent housing. Contractor will not utilize a standard rental assistance step-down plan that applies to all clients, as the rent assistance plan is determined for each individual based on his/her situation and will be monitored and changed as needed over time.
4. Contractor will work closely with HSA and other ERF grant partners to develop a Bridge Rapid Re-housing (Bridge RRH) component of the program, in which clients may be identified as Bridge RRH clients who will be assessed at specific intervals to determine if they should continue on a rental assistance step-down plan or stay in the RRH program until a specific Permanent Supportive Housing spot is available and they transition into that housing program. Contractor will follow HSA policies for the Bridge RRH component and Contractor will develop operational procedures for the Bridge RRH component. Contractor will closely collaborate with HSA, the Department of Housing, and the applicable housing providers on the plan for each client who is in the Bridge RRH program.
5. Provide financial assistance for security deposits, rent, and utilities according to the individualized assistance plan.
6. Maintain policies and procedures for determining the amount of financial assistance provided to a participant, as well as defined and objective standards for when financial assistance should continue and end.
7. Maximize the number of households served in the program by providing financial assistance in a progressive manner, providing only the assistance necessary to stabilize in permanent housing.
8. Conduct ongoing training, supervision, and quality assurance to ensure consistency and compliance with policies regarding rent and move-in assistance.

F. Multi-Disciplinary Team Meetings

MDT meetings serve as a forum in which to find solutions for individuals accessing homeless services. Case conferencing within an MDT enables staff to identify clients' needs and existing resources, and to utilize the broad base of experience to assess and plan the most appropriate course of action. MDT meetings will occur at a frequency established by HSA and will focus on current and former CHEZ residents who are working with case managers toward interim and/or permanent housing. MDT meetings will also include regular updates of CHEZ encampments, including active/inactive status and estimated numbers of engaged and unengaged residents. MDT meetings will track progress of individuals on by-name list, resolve barriers, and review case

plans. MDT participating agencies (which include city staff, HSA, mental health programs, Street Medicine, and other service providers) provide suggestions, resources, and sometimes also offer direct assistance to the clients in collaboration with the outreach staff. MDT frequency may change with written notice from HSA.

1. Goals and Requirements, Contractor will:
 - a. Participate as collaborative partners with other MDT participants from law enforcement agencies, San Mateo County BHRS, Street Medicine, homeless shelters, Core Service Agencies, primary and mental health care, and other safety net and homeless providers.
 - b. Maintain strict confidentiality in case conferencing and follow program confidentiality policies regarding obtaining consent to share information/Release of Information forms.
2. Under this program component, Contractor will:
 - a. Assign staff to participate and contribute to MDTs and case conferencing.

G. Quality Assurance and Continuous Quality Improvement

Contractor will:

1. Maintain timely, accurate client records of all clients served in the San Mateo County Clarity/HMIS database. All client records will be entered into Clarity. Data will be entered in accordance with the County of San Mateo Human Services Agency HMIS Data Quality Plan and Procedures, including timeliness standards.
2. Abide by the Clarity HMIS Privacy Policy and policy management document, available here: <https://www.smcgov.org/hsa/san-mateo-county-clarity-hmis-privacy-policy>. In addition, the Contractor will abide by any updates to these documents.
3. Conduct ongoing reviews of services and documentation of services (file reviews) to ensure required documentation is collected accurately, and that services are provided consistently.
4. Conduct quality assurance and continuous quality improvement, including ongoing training, coaching, and reviewing services and data to ensure quality of services, consistency of services, and adherence to policies and procedures.
5. Implement a systematic process to collect ongoing feedback from clients, homeless and safety net providers, and other stakeholders as a tool for continuous quality improvement.
6. Regularly engage with and incorporate feedback from people with lived experience of homelessness; including people with current and recent experience of sheltered and unsheltered homelessness. Engagement can include informal or ad-hoc processes but must also include ongoing structured processes to gather input from and have in-depth engagement with people with lived experience of homelessness.
7. Work with HSA and other homeless service providers on initiatives for engaging people with lived experience of homelessness.
8. Implement agency and program-level initiatives to address racial equity and participate in Continuum of Care (CoC) equity initiatives.

H. Additional Requirements

Contractor will:

1. Follow all ERF policies and procedures and accommodate changes in guidance from the State as communicated by HSA.
2. Work in close collaboration with HSA and all San Mateo County ERF partners to meet the needs of ERF clients by providing timely response and flexibility in service coordination.
3. Participate in meetings related to the ERF grant as applicable, which include but are not limited to monthly Multi-Disciplinary Team (MDT) meetings and other meetings related to planning and collaborating with other ERF partners. Contractor will also participate in County homeless and safety net service planning meetings, as applicable.
4. Accept participants only via the process designated by the County. Where other providers are

- involved in submitting referrals, employ a streamlined referral process with just the information necessary to complete the eligibility verification and establish communication with the client.
5. Employ Housing First principles and seek to reduce requirements that act as barriers to homeless services. Contractor will not deny a household's enrollment 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, etc.
 6. Align the program with the NAEH Rapid Re-housing Performance Benchmarks and Program Standards, which is available online at <http://endhomelessness.org/wp-content/uploads/2016/02/Performance-Benchmarks-and-Program-Standards.pdf>
 7. Develop, document, maintain and update program policies and procedures to ensure the rapid re-housing program adheres to County principles and philosophies.
 8. Abide by all policies and standards issued by HSA and by the CoC for rapid re-housing programs.
 9. Provide services that are low-barrier; meaning clients are not screened out or discharged from the program based on having too little or no income, struggling with or having a history of substance abuse, and/or having a criminal record with exceptions for state-mandated restrictions.
 10. Provide services that are culturally appropriate to the populations served.
 11. Maintain policies, procedures, and tools to aid staff in serving clients consistently with all applicable service components and update as needed. Contractor will provide these documents to HSA upon request.
 12. Provide ongoing, comprehensive staff trainings on safety protocols and procedures, job functions and responsibilities, de-escalation techniques, client services approaches (including motivational interviewing and trauma-informed care), rapid re-housing principles, appropriate messaging about the program to external partners, and emergency response protocol, and Housing First principles.
 13. Meet regularly with outreach, shelter providers, and other homeless system partners to educate them about the rapid re-housing model and program and ensure consistent messaging about the program for clients matched by CES.
 14. Provide educational materials about the program for use by homeless service providers and external partners in explaining the program to clients.
 15. Collaborate with Community Overcoming Relationship Abuse (CORA) to determine most appropriate housing or shelter plans for clients who are experiencing or have experienced domestic violence.
 16. Identify and collaborate with existing case managers from homeless service providers, health care providers, and other service providers connected to the client to ensure continuity of case plan. Where case management services are expected to end, such as in the case of outreach and shelter case management, collaborate with the existing case manager to transition the case plan to the Contractor. Warm hand-offs with the client and case manager are the preference.
 17. Operate in compliance with the Department of Housing and Urban Development's (HUD) 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.
 18. Operate in compliance with the Violence Against Women Act (VAWA), ensuring that all survivors of domestic violence, dating violence, sexual assault, and/or stalking have equal access to protections and shelter, regardless of gender, gender identity, and/or sexual orientation.
 19. Report critical incidents within 24 hours via email to HSA including events of: death, homicide, suicide or suicide attempt, and assault (to another client or staff). Current HSA points of contact for incident reports are Khalia Parish (kparish@smcgov.org) and Brooke Stacey (bstacey@smcgov.org), and HSA will inform Contractor if points of contact change.
 20. Participate in program evaluations and other analysis of the homeless system conducted by County and its contractors and collaborate with the County on requested program changes based on the evaluations and analyses.
 21. Participate in County point-in-time counts and surveys.
 22. Provide reasonable property damage mitigation funding on a case-by-case basis when active participants damage their rental unit beyond what the security deposit covers to supplement security deposit and restore the unit to the original condition.
 23. Abide by all terms set forth in Exhibits D and E that apply to ERF-funded contractors to the County ("Grantee").

County will:

1. Have the option to adjust, modify or add related services to meet its project/program goals as agreed upon by both parties and adjust costs accordingly as long as it does not exceed the total agreement obligation and is not restricted by any grant or specific funding agreements.
2. Have the option to implement modifications to the services listed in in Exhibit A in order to align the rapid re-housing program with the recommendations that are issued from the systemwide evaluation of rapid re-housing services.

Exhibit B – Payments and Rates

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

Contractor will:

1. Invoice County on a monthly basis for actual costs incurred for services shown in Exhibit A based on the budget shown in Table II. Invoices will be itemized and due by the 20th of each month for the previous month's service. Invoice must include the Agreement number, quarterly performance reports as outlined in Exhibit C, and any additional supporting documentation as requested by County. Due to the County's year-end close, June's invoice will be due June 20th (unless HSA provides a different due date in writing) (see Table I below). Invoices shall be itemized and include at a minimum:
 - a. Contractor address
 - b. Contractor logo
 - c. HSA administrative address: 500 County Center, 1st Floor, Redwood City CA 94063
 - d. Remit payment address
 - e. Signature of authorized representative
 - f. Agreement number
 - g. Unique invoice number (not to exceed 16 characters)
 - h. Date(s) of service
 - i. Cost of service(s)
 - j. Documentation of direct costs billed.

2. Contractor will invoice County for indirect costs using the 15% de minimis rate, calculated off modified total direct costs (MTDC). MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of each subaward. MTDC excludes equipment, capital expenditures, charges for patientcare, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$50,000. Documentation supporting these costs must be retained and made available for audit purposes.

3. Contractor invoices must be accompanied by a line-item accounting for monthly expenditures and evidence of work performed, or costs incurred, including methodology for calculating billed expenditures. County may request additional backup documents for expenses incurred for invoice processing. For reporting requirements, County may also request additional documents as required by the State. The contractor will provide the requested additional documents. County reserve the right to withhold payment if the County determines there was insufficient backup documentation provided.

4. Submit invoices, along with back-up documentation and required reports electronically to Khalia Parish (kparish@smcgov.org) and Brooke Stacey (bstacey@smcgov.org) or the designated point of contact.

5. Submit supporting documents for reimbursement by the 20th of month for the prior month. Due to the County's year-end fiscal close (July-June) the final year-end invoice will be due June 20.

6. Expenditures must be in line with this Agreement and [Health and Safety code 50250-50254](#). Any expenditure which is not authorized by this Agreement, or by written approval of HCD or cannot be adequately documented is not allowed and considered as ineligible expenditures. ERF funds used to pay ineligible expenditures must be reimbursed to the County by the Contractor.

7. Contractor may receive a portion of County's payments for Client Financial Assistance only (*i.e.*, provision of rental housing subsidies, security deposits, moving expenses, emergency funds to

clients or third parties, as set forth in Exhibit B, Table II) in advance (“Advance Payment”), as follows:

- a. For each of the first, second, and third quarter of the fiscal year (with the first quarter beginning July 1 through September 30), Contractor may submit a quarterly request, in writing to County, on Contractor’s letterhead, specifying an Advance Payment for Client Financial Assistance in an amount not to exceed 25% of total budgeted client assistance funds per fiscal year, not to exceed \$150,000 per fiscal year, provided that:
 - i. the Advance Payment is in accordance with the rates and amounts for Client Financial Assistance;
 - ii. invoices are submitted with detailed line-item budgets and appropriate backup documentation is submitted for all costs;
 - iii. Contractor is within 5% of spending down the previous quarter’s advance payment;
 - iv. Contractor has not exceeded 90 days for invoice reconciliation; and
 - v. Contractor must not be in breach of any term of this Agreement.
 - vi. Subject to these conditions, County shall remit the Advance Payment to Contractor within 30 days of County’s receipt and approval of the request, with the exception of the first quarter’s Advance Payment request, which will be remitted once the County Controller approves the release of funds for the fiscal year.
 - b. County shall review Contractor’s supporting documentation and periodically reconcile (aka true up) the actual costs and services reported and substantiated with amounts paid (including any Advance Payments). To the extent that Contractor’s reasonable and necessary, actual costs incurred exceed the amount of prior payments, the excess amounts will be paid (via normal invoice processing) and the future Advance Payments will be reduced accordingly, provided, however, that future Advance Payments may not exceed the amounts set forth in Exhibit B (7)(a) herein; to the extent that Contractor’s reasonable and necessary, actual costs incurred are less than the amount of the prior payments, the County may adjust the amount of future Advance Payments accordingly. Contractor agrees to cooperate with the County to reconcile expenditures against Advance Payments.
 - c. No Advance Payments will be allowed past the end of the 3rd quarter (i.e., March 31). This will allow for the final Year-end true-up of any remaining advance payment balance. Starting fourth quarter of the fiscal year (i.e., from April 1 through June 30) shall be governed by the reimbursement practices of all other costs under this program.
 - d. Contractor agrees to return any unexpended and unobligated Advance Payments to County within 30 days prior to fiscal year end (i.e., June 30).
8. Except as set forth in Exhibit B, Section (6), County shall pay Contractor upon receipt and approval of invoices, supporting documentation, and reports.

A. Invoice and Report Due Dates

Table I – Invoice and Report Due Dates

Reporting Period		Due Date for Invoice	Due Date for Report
Q1	July	August 20 th	October 20 th
	August	September 20 th	

	September	October 20 th	
Q2	October	November 20 th	January 20 th
	November	December 20 th	
	December	January 20 th	
Q3	January	February 20 th	April 20 th
	February	March 20 th	
	March	April 20 th	
Q4	April	May 20 th	July 20 th
	May	June 20 th	
	June	June 20 th (due early due to year end processes)	

Table II – Program Budget Amounts Per Fiscal Year

Fiscal Year	Allocation Amount
FY2024-25	\$397,242.57
FY2025-26	\$1,447,469.18
FY2026-27	\$446,161.30
Total Agreement Obligation	\$2,290,873.05

Table III – FY2024-25 Line-Item Budget

GUIDANCE AND INTENDED USE	ELIGIBLE USE CATEGORY	WORD DESCRIPTION	Abode	RFI-3-R PROPOSED BUDGET			LEVERAGED FISCAL SUPPORT	SENTENCE DESCRIPTION	
				SALARY	FTE	MONTHS			
This budget template may be slightly modified to meet local needs. If awarded funding, this budget, once approved, will serve as your community's official project budget. Any future changes to this budget must be authorized through the change request process.	PERSONNEL COSTS								
	Rapid Rehousing	CHEZ Rapid Re-housing (RRH) Case Manager/Housing Services Coordinator	RRH Contractor	\$ 7,459.81	2.000	5	74,598.12	Help participants: move into permanent housing; stabilize in housing; connect with community services and supports; develop individual service plans (with goals related to housing, job training/placement, budgeting, and stabilizing). After housed: provide case management to help with housing stabilization, identifying and accessing supports (i.e. family and friend networks, mainstream and community services, and employment and income), and assist with resolving issues that could lead to tenancy problems. (Includes fringe.)	
	Rapid Rehousing	CHEZ RRH Housing Specialist	RRH Contractor	\$ 7,219.16	1.000	5	36,095.80	Assist program participants in identifying housing (can include rental housing, shared housing, family reunification, and other options). Recruit and engage landlords in neighborhoods where participants want to live. Assist participants with making informed housing choices and understanding landlord-tenant rights, responsibilities, and lease requirements. (Includes fringe.)	
	Rapid Rehousing	CHEZ RRH Program Manager	RRH Contractor	\$ 9,717.03	0.500	5	24,292.58	Supervise CHEZ RRH program staff; oversee program implementation, submit all required reporting. Participate in program planning, progress discussions with the County, and community and stakeholder discussions regarding the homeless system. (Includes fringe.)	
	Rapid Rehousing	CHEZ RRH Housing Compliance Specialist	RRH Contractor	\$ 6,321.60	0.250	5	7,902.00	Support office administration, grant compliance. (Includes fringe.)	
	Rapid Rehousing	CHEZ RRH Director	RRH Contractor	\$ 12,320.00	0.005	5	308.00	Oversee RRH staff and program management. (Includes fringe.)	
	Rapid Rehousing	CHEZ RRH Finance Support	RRH Contractor	\$ 9,390.39	0.645	5	30,284.00	Provide accounting and payroll support. (Includes fringe.)	
	Rapid Rehousing	CHEZ RRH Data Specialist	RRH Contractor	\$ 6,852.00	0.1	5	3,426.00	Data collection, management, and reporting. (Includes fringe.)	
	Subtotal - Personnel Costs							\$ 176,006.50	
		NON PERSONNEL COSTS			UNIT	RATE	TIME		
Rapid Rehousing	Office Space/Utilities	RRH Contractor		1	\$ 2,040.00	5	10,200.00	Office space, rent, utility costs for contractor work space	
Rapid Rehousing	Office Supplies	RRH Contractor		1	\$ 500.00	5	500.00	Office supplies for contractor work space	
Rapid Rehousing	Computer/IT/Telephone	RRH Contractor		1	\$ 2,741.60	5	13,708.00	Internet and IT services for RRH contractor work space	
Rapid Rehousing	Transportation - Client Support	RRH Contractor		596	\$ 0.66	5	1,953.00	Mileage reimbursement for each staff person in rows 5-11.65.5 cents per mile	
Rapid Rehousing	Staff Development/Training	RRH Contractor		1	\$ 333.00		333.00	Professional development and training for staff in rows 5-11	
Rapid Rehousing	Client Rental Assistance	RRH Contractor		17	\$ 1,185.88	5	100,800.00	Step-down rental assistance plan	
Rapid Rehousing	Client Security Deposit & Landlord Incentive Fund	RRH Contractor		11	\$ 4,200.00		44,200.00	Funds for client security deposits	
Rapid Rehousing	Client Assistance Housing Fund	RRH Contractor		36	\$ 500.00		18,102.00	Flex funds for landlord incentives, including unforeseen move in costs, additional fees.	
Subtotal - Non-Personnel Costs							\$ 185,796.00		
Included Cost Base							\$ 30,540.07		
TOTAL BUDGET							\$ 307,242.57		

Table IV – FY2025-26 Line-Item Budget

	ELIGIBLE USE CATEGORY	-S WORD DESCRIPTION	Abode	FY 2025-26 PROPOSED BUDGET			LEVERAGED FISCAL SUPPORT	-S SENTENCE DESCRIPTION			
				SALARY	FTE	MONTHS					
Guidance and Oversight Use	Use appropriate: See NCPA, III. A.	Enable Col RCH to immediately understand the law item	Enable Col RCH to associate the law item with specific entities or parts of a proposal.	Only EEF-3-R Funds			Use EEF-3-R Funds That Will be Used to Support the Proposal	Enable Col RCH to better understand the law item, context, and/or other pertinent information related to the proposed law item.			
				PERSONNEL COSTS							
				Rapid Rehousing	CHEZ Rapid Re-Housing (RRH) Case Manager	RRH Contractor	\$ 7,467.71	2.00	12	179,225.00	Help participants: move into permanent housing; stabilize in housing; connect with community services and supports; develop individual service plans (with goals related to housing, job training/placement, budgeting, and stabilizing). After housed: provide case management to help with housing stabilization, identifying and accessing supports (i.e. family and friend networks, mainstream and community services, and employment and income), and assist with resolving issues that could lead to tenancy problems. (Includes fringe.)
				Rapid Rehousing	CHEZ RRH Housing Specialist	RRH Contractor	\$ 3,654.92	1.00	12	43,859.00	Assist program participants in identifying housing (can include rental housing, shared housing, family reunification, and other options). Recruit and engage landlords in neighborhoods where participants want to live. Assist participants with making informed housing choices and understanding landlord-tenant rights, responsibilities, and lease requirements. (Includes fringe.)
				Rapid Rehousing	CHEZ RRH Program Manager	RRH Contractor	\$ 9,727.33	0.50	12	58,364.00	Supervise CHEZ RRH program staff, oversee program implementation, submit all required reporting. Participate in program planning, progress discussions with the County, and community and stakeholder discussions regarding the homeless system. (Includes fringe.)
				Rapid Rehousing	CHEZ RRH Housing Compliance Specialist	RRH Contractor	\$ 3,507.33	0.50	12.00	21,044.00	Support office administration, grant compliance. (Includes fringe.)
				Rapid Rehousing	CHEZ RRH Director	RRH Contractor	\$ 342.08	0.20	12	821.00	Oversee RRH staff and program management. (Includes fringe.)
				Rapid Rehousing	CHEZ RRH Finance Support	RRH Contractor	\$ 33,604.58	0.20	12	80,651.00	Provide accounting and payroll support. (Includes fringe.)
				Rapid Rehousing	CHEZ RRH Data Specialist	RRH Contractor	\$ 1,175.94	0.645	12	9,125.00	Data collection, management, and reporting. (Includes fringe.)
				Subtotal - Personnel Costs							\$ 391,089.00
NON-PERSONNEL COSTS											
Rapid Rehousing	Office Space/Utilities	RRH Contractor	UNIT	RATE	TIME						
Rapid Rehousing	Office Supplies	RRH Contractor		\$ 2,040.00	12	24,480.00	Office space, rent, utility costs for contractor work space				
Rapid Rehousing	Computer/IT/Telephone	RRH Contractor		\$ 100.00	12	1,200.00	Office supplies for contractor work space calculated				
Rapid Rehousing	Transportation - Client Support	RRH Contractor		\$ 2,745.58	12	32,947.00	Internet and IT services for RRH contractor work space				
Rapid Rehousing	Transportation - Client Support	RRH Contractor	596	\$ 0.66	12	4,687.00	Mileage reimbursement for each staff person in rows 5-11. Calculated at 65.5 cents per mile				
Rapid Rehousing	Staff Development/Training	RRH Contractor	1	\$ 800.00		800.00	Professional development and training for staff				
Rapid Rehousing	Client Rental Assistance	RRH Contractor	45	\$ 1,529.31	12	825,825.00	Step down rental assistance plan				
Rapid Rehousing	Client Security Deposit & Landlord Incentive Fund	RRH Contractor	17	\$ 4,200.00		72,800.00	Funds for client security deposits				
Rapid Rehousing	Client Assistance Housing Fund	RRH Contractor	46	\$ 500.00		23,000.73	Flex funds for landlord incentives, including unforeseen move in costs, additional fees.				
Subtotal - Non Personnel Costs							\$ 980,799.73	\$ -			
Indirect Cost Rate							\$ 68,580.45	\$ -			
TOTAL BUDGET							\$ 1,441,469.18	\$ -			

Table V – FY2026-27 Line-Item Budget

	ELIGIBLE USE CATEGORY	-S WORD DESCRIPTION	Abode	FY 2026-27 PROPOSED BUDGET			LEVERAGED FISCAL SUPPORT	-S SENTENCE DESCRIPTION			
				SALARY	FTE	MONTHS					
Guidance and Oversight Use	Use appropriate: See NCPA, III. A.	Enable Col RCH to immediately understand the law item	Enable Col RCH to associate the law item with specific entities or parts of a proposal.	Only EEF-3-R Funds			Use EEF-3-R Funds That Will be Used to Support the Proposal	Enable Col RCH to better understand the law item, context, and/or other pertinent information related to the proposed law item.			
				PERSONNEL COSTS							
				Rapid Rehousing	CHEZ Rapid Re-Housing (RRH) Case Manager	RRH Contractor	\$ 8,092.86	2.00	7	113,300.00	Help participants: move into permanent housing; stabilize in housing; connect with community services and supports; develop individual service plans (with goals related to housing, job training/placement, budgeting, and stabilizing). After housed: provide case management to help with housing stabilization, identifying and accessing supports (i.e. family and friend networks, mainstream and community services, and employment and income), and assist with resolving issues that could lead to tenancy problems. (Includes fringe.)
				Rapid Rehousing	CHEZ RRH Housing Specialist	RRH Contractor		1.00	0	-	Assist program participants in identifying housing (can include rental housing, shared housing, family reunification, and other options). Recruit and engage landlords in neighborhoods where participants want to live. Assist participants with making informed housing choices and understanding landlord-tenant rights, responsibilities, and lease requirements. (Includes fringe.)
				Rapid Rehousing	CHEZ RRH Program Manager	RRH Contractor	\$ 10,541.71	0.50	7	36,896.00	Supervise CHEZ RRH program staff, oversee program implementation, submit all required reporting. Participate in program planning, progress discussions with the County, and community and stakeholder discussions regarding the homeless system. (Includes fringe.)
				Rapid Rehousing	CHEZ RRH Housing Compliance Specialist	RRH Contractor	\$ 3,801.14	0.50	7.00	13,304.00	Support office administration, grant compliance. (Includes fringe.)
				Rapid Rehousing	CHEZ RRH Director	RRH Contractor	\$ 370.71	0.20	7	519.00	Oversee RRH staff and program management. (Includes fringe.)
				Rapid Rehousing	CHEZ RRH Finance Support	RRH Contractor	\$ 36,417.88	0.20	7	50,985.00	Provide accounting and payroll support. (Includes fringe.)
				Rapid Rehousing	CHEZ RRH Data Specialist	RRH Contractor	\$ 1,277.72	0.645	7	5,769.00	Data collection, management, and reporting. (Includes fringe.)
				Subtotal - Personnel Costs							\$ 220,773.00
NON-PERSONNEL COSTS											
Rapid Rehousing	Office Space/Utilities	RRH Contractor	UNIT	RATE	TIME						
Rapid Rehousing	Office Supplies	RRH Contractor		\$ 2,040.00	7	14,280.00	Office space, rent, utility costs for contractor work space				
Rapid Rehousing	Computer/IT/Telephone	RRH Contractor		\$ 100.00	7	700.00	Office supplies for contractor work space				
Rapid Rehousing	Transportation - Client Support	RRH Contractor		\$ 2,244.00	7	15,708.00	Internet and IT services for RRH contractor work space				
Rapid Rehousing	Transportation - Client Support	RRH Contractor	596	\$ 0.66	7	2,734.00	Mileage reimbursement for each staff person in rows 5-11. Calculated at 65.5 cents per mile				
Rapid Rehousing	Staff Development/Training	RRH Contractor	1	\$ 467.00		467.00	Professional development and training for staff in rows 5-11				
Rapid Rehousing	Client Rental Assistance	RRH Contractor	24	\$ 912.50	7	153,300.00	Step down rental assistance plan				
Rapid Rehousing	Client Security Deposit & Landlord Incentive Fund	RRH Contractor				-	Funds for client security deposits				
Rapid Rehousing	Client Assistance Housing Fund	RRH Contractor				-	Flex funds for landlord incentives, including unforeseen move in costs, additional fees.				
Subtotal - Non Personnel Costs							\$ 187,189.00	\$ -			
Indirect Cost Rate							\$ 36,199.30	\$ -			
TOTAL BUDGET							\$ 444,161.30	\$ -			

Table VI – 3-Year Total Line-Item Budget

	LEGIBLE USE CATEGORY	-5 WORD DESCRIPTION	Abode	ERF-3-R PROPOSED BUDGET			LAYERAGED FISCAL SUPPORT	-3 SENTENCE DESCRIPTION
Outcomes and Forward Use	<i>This budget template may be slightly modified to meet local needs. If awarded funding, this budget, once approved, will serve as your community's official project budget. Any future changes to this budget must be authorized through the change request process.</i>	<i>Use appropriate. See NCPA, III. A.</i>	<i>Enable C&I to immediately understand the line item.</i>	<i>Enable C&I to accurately assess the line item with specific entities or parts of a proposal.</i>			<i>Use ERF-3-R Funds Year WILL be Used to Support this Proposal</i>	<i>Enable C&I to better understand the line item, context, and/or other pertinent information related to the proposed line item.</i>
PERSONNEL COSTS				SALARY	FTE	MONTHS		
	Rapid Rehousing	CHEZ Rapid Re-housing (RRH) Case Manager	RRH Contractor	\$ 7,648.40	2.00	24	367,123.12	Help participants move into permanent housing; stabilize in housing; connect with community services and supports; develop individual service plans (with goals related to housing, job training/placement, budgeting, and stabilizing). After housed: provide case management to help with housing stabilization, identifying and accessing supports (i.e. family and friend networks, mainstream and community services, and employment and income), and assist with resolving issues that could lead to tenancy problems. (Includes fringe.)
	Rapid Rehousing	CHEZ RRH Housing Specialist	RRH Contractor	\$ 5,437.04	1.00	17	79,954.80	Assist program participants in identifying housing (can include rental housing, shared housing, family reunification, and other options). Recruit and engage landlords in neighborhoods where participants want to live. Assist participants with making informed housing choices and understanding landlord/tenant rights, responsibilities, and lease requirements. (Includes fringe.)
	Rapid Rehousing	CHEZ RRH Program Manager	RRH Contractor	\$ 9,995.36	0.50	24	119,552.58	Supervise CHEZ RRH program staff, oversee program implementation, submit all required reporting. Participate in: program planning, progress discussions with the County, and community and stakeholder discussions regarding the homeless system. (Includes fringe.)
	Rapid Rehousing	CHEZ RRH Housing Compliance Specialist	RRH Contractor	\$ 4,543.36	0.50	24	42,250.00	Support office administration, grant compliance. (Includes fringe.)
	Rapid Rehousing	CHEZ RRH Director	RRH Contractor	\$ 4,344.27	0.20	24	3,648.00	Oversee RRH staff and program management. (Includes fringe.)
	Rapid Rehousing	CHEZ RRH Finance Support	RRH Contractor	\$ 26,470.94	0.20	24	161,920.00	Provide accounting and payroll support. (Includes fringe.)
	Rapid Rehousing	CHEZ RRH Data Specialist	RRH Contractor	\$ 3,102.89	0.45	24	18,320.00	Data collection, management, and reporting. (Includes fringe.)
Subtotal - Personnel Costs							\$ 790,768.50	\$
NON-PERSONNEL COSTS				UNIT	RATE	TIME		
	Rapid Rehousing	Office Space/Utilities	RRH Contractor		\$ 2,040.00	24	48,960.00	Office space, rent, utility costs for contractor work space
	Rapid Rehousing	Office Supplies	RRH Contractor		\$ 100.00	24	2,400.00	Office supplies for contractor work space calculated
	Rapid Rehousing	Computer/IT/Telephone	RRH Contractor		\$ 2,577.06	24	62,363.00	Internet and IT services for RRH contractor work space
	Rapid Rehousing	Transportation - Client Support	RRH Contractor	596	\$ 0.66	24	9,374.00	Mileage reimbursement for each staff person in rows 5-11. Calculated at 65.5 cents per mile
	Rapid Rehousing	Staff Development/Training	RRH Contractor	3	\$ 450.00		1,600.00	Professional development and training for staff in rows 5-11
	Rapid Rehousing	Client Rental Assistance	RRH Contractor	45	\$ 23,996.33		1,079,925.00	Step down rental assistance plan
	Rapid Rehousing	Client Security Deposits & Landlord Incentive Fund	RRH Contractor	45	\$ 2,600.00		117,000.00	Funds for client security deposits
	Rapid Rehousing	Client Assistance Housing Fund	RRH Contractor	45	\$ 914.73		41,162.73	Flex funds for landlord incentives, including unforeseen move in costs, additional fees.
Subtotal - Non-Personnel Costs							\$ 1,862,748.73	\$
Indirect Cost Rate							\$ 137,219.82	
TOTAL BUDGET							\$ 2,290,874.05	

County will:

1. Have the option to adjust costs, including annual allocation amounts and across each year, and each service and line item, to meet service goals as approved by HSA in writing, as long as it does not exceed the total obligation amount and is not restricted by any grant or funding requirements.
2. Pay Contractor upon receipt and approval of invoices, supporting documentation, and reports.

Exhibit C – Performance Reporting and Monitoring

Contractor agrees to meet the following performance measures and reporting requirements. Quarterly reporting is a requirement of payment. Delays in submission of complete reports will delay payments of invoices to Contractor.

A. Performance Measures

Measure	Target
Number of households housed by April 30, 2025	9
Cumulative number of households housed by July 30, 2025	21
Cumulative number of households housed by October 31, 2025	33
Cumulative number of households housed by January 31, 2026	45
Percentage of households who have an individualized housing case plan uploaded into HMIS within 30 days of program enrollment	100%
Percentage of households served (enrolled) exiting to permanent housing	90%
Percentage of the households who move into permanent housing within 90 days of program enrollment	87%
Percentage of households who maintain housing and <i>do not</i> become homeless within 12 months of securing permanent housing	85%

1. Additional data to be reported:
 - a. Number of new program enrollments during the period
 - b. Average number of days from referral to program enrollment
 - c. Average number of days from program enrollment to housing move-in
 - d. Average total financial assistance per household (rent and deposit)
 - e. Average length of financial assistance (months of rental assistance)

B. Reporting Measures

Contractor will:

1. Submit expenditure projections for the entire fiscal year on a monthly basis, including the subsidy schedule for clients.
2. Submit a policy and procedure manual to the County upon execution of this agreement and whenever the documents are updated.
3. Submit narrative and performance reports, on a quarterly and annual basis, electronically to Khalia Parish (kparish@smcgov.org) and Brooke Stacey (bstacey@smcgov.org) or the designated point of contact. Quarterly reports are due on the 20th day following the previous quarter’s end. Year-end reports are due 20 days after the end of the fiscal year (see Table I in Exhibit B). Reports will include a narrative and data. Results should be reported out for both the current quarter and year to date. Quarterly and Annual Reports will include the following information:
 - a. Reports on performance measures and additional data listed above. For data that is a percentage, the reported data must include the percentage as well as the

- numerator and denominator.
 - b. Narrative describing trends, successes, challenges during the reporting period.
 - c. Year-end/annual program report will also include information on the impact the program had on clients and annual results for each performance measure.
4. Participate in Site Review/Contract Compliance visits with County-designated staff. Contractor will receive at least two weeks advanced notice unless there is an urgent programmatic need to expedite the process.
 5. Participate in program evaluations and other analysis of the homeless system conducted by County.
 6. Submit all reports electronically to Khalia Parish (kparish@smcgov.org) and Brooke Stacey (bstacey@smcgov.org) or the designated HSA contact.

County will:

1. Have the option to modify performance measures, goals, and targets by written notice to Contractor. The County shall give the Contractor advance notice of any modifications and will also discuss changes with the Contractor.
2. Have the option to request additional data from Contractor and/or retrieve reports from Clarity to understand client requests, services, and outcomes.

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ERF GENERAL TERMS AND CONDITIONS

1. **Termination and Sufficiency of Funds**

A. **Termination of Agreement**

HCD may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, violation of any federal or state laws; or withdrawal of HCD's expenditure authority as described in [Exhibit D, Breach and Remedies](#). Violation of any federal or state laws; or withdrawal of HCD's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by HCD, any unexpended funds received by the Grantee shall be returned to HCD within 30 days of HCD's specified date of termination.

B. **Sufficiency of Funds**

This Agreement is valid and enforceable only if sufficient funds are made available to HCD by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2. **Transfers**

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within [Exhibit D.12, Special Conditions – Grantees/Subgrantee](#) or with the prior written approval of HCD and a formal amendment to this Agreement to affect such subcontract or novation.

3. **Grantee's Application for Funds**

Grantee submitted a standardized budget to HCD as part of their application for the Program.

Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application, or any approved modification or addition thereto is untrue, incorrect,

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incomplete, or misleading in such a manner that would substantially affect HCD approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then HCD may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4. **Reporting, Evaluation, and Audits**

A. **Reporting Requirements**

1) **Timing and Format of Reports.**

Grantee is required to provide HCD or its agents with all data and outcomes that may inform an assessment of the funded proposal. Grantees shall report quarterly and have one Final Work Product submitted prior to this Agreement's termination.

The quarterly reports shall be submitted on a template to be provided by HCD at least 90 days prior to the first reporting deadline. HCD may request interim reports as needed and will provide no less than 30 days' notice to Grantees.

2) **Required Data**

Grantees will be required to provide, at minimum:

- Outreach and service path data at the anonymized, individual level.
- Current housing status of persons served in the aggregate.
- Status of funding as presented in the HCD approved, standardized budget.
- Continued confirmation that projects receiving ERF funds are populated timely into HMIS and use HCD supplied funding codes.

HCD's discretion in identifying which information shall be included in these reports is final. Grantees shall also report information in the form and manner required by HCD. Failure to comply will be considered a breach.

Pursuant to HSC Section 50254, grantees shall provide data elements, including, but not limited to, health information, in a manner consistent with state and federal law, to their local Homeless Management Information System for tracking in the statewide Homeless Data Integration System.

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Pursuant to HSC Section 50254(b)(3), Grantees shall report individual, client-level data for persons served by grant funding to HCD, in addition to any data reported through local Homeless Management Information System, as required by HCD for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

Grantees shall comply with the data entry requirements of AB 977, located at Welfare and Institutions Code section 8256(d).

3) HCD usage of Reports

Pursuant to HSC Section 50254(b)(4), HCD may use information reported directly from grantees and through statewide Homeless Data Integration System for the purposes of research and evaluation of grant performance, service pathways, and outcomes for people served.

4) Failure to Report

If the Grantee fails to provide any such report, HCD may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

B. Evaluation

- 1) At HCD's discretion, Grantees shall participate in a program evaluation regarding their implementation of ERF awards. To support this effort, HCD will contract a third party to complete the evaluation.
- 2) Grantees are expected to be close partners with HCD for this program evaluation and for all evaluative aspects of this Program. This means timely and accurate reporting, candid communication of successes or challenges, and availability of persons, information, or materials. More specifically, Grantees must cooperate with HCD, or its designee as reasonably required to implement an evaluation plan. This includes providing or facilitating the collection of data and materials as reasonably requested by HCD or its designee.
- 3) For the purpose of evaluation, HCD or its designee may visit sites related to the project and film, tape, photograph, interview, and otherwise document Grantee's operations during normal business hours and with reasonable advance notice.

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- 4) Grantees should maintain active data, documents, and filings in anticipation of this evaluation. Special care should be taken to organize and preserve internal work products that guided implementation by the Grantee or subgrantee.
- 5) Grantees shall notify HCD and provide copies of any reports or findings if Grantee conducts or commissions any third-party research or evaluation regarding their funded project.
- 6) All terms and conditions that apply to reporting similarly apply to evaluation.

C. **Auditing**

HCD reserves the right to perform or cause to be performed a financial audit. At HCD request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. Should an audit be required, the Grantee shall adhere to the following conditions:

- 1) The audit shall be performed by an independent certified public accountant.
- 2) The Grantee shall notify HCD of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by HCD to the independent auditor's working papers.
- 3) The Grantee is responsible for the completion of audits and all costs of preparing audits.
- 4) If there are audit findings, the Grantee must submit a detailed response acceptable to HCD for each audit finding within 90 days from the date of the audit finding report.

5. **Inspection and Retention of Records**

A. **Record Inspection**

HCD or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide HCD, or its designee, with any relevant information requested within 30 days of a written request.

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The Grantee agrees to give HCD or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the ERF laws, HCD guidance or directives, and this Agreement.

B. **Record Retention**

The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection, or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

C. **Public Records Act**

The grantees' final ERF-3-R application, this contract, and other documents related to the grant are considered public records, which are available for public viewing pursuant to the California Public Records Act Division 10 (commencing with Section 7920.000) of Title 1 of the Government Code.

6. **Breach and Remedies**

A. **Breach of Agreement**

Breach of this Agreement includes, but is not limited to, the following events:

- 1) Grantee's failure to comply with the terms or conditions of this Agreement.
- 2) Use of, or permitting the use of, Program funds provided under this Agreement for any ineligible activities.
- 3) Any failure to comply with the deadlines set forth in this Agreement.

B. **Remedies for Breach of Agreement**

In addition to any other remedies that may be available to HCD in law or equity for breach of this Agreement, HCD may:

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- 1) Conduct program monitoring which will include a corrective action plan (CAP) with findings, remedies, and timelines for resolving the findings.
- 2) Bar the Grantee from applying for future ERF funds.
- 3) Revoke any other existing ERF award(s) to the Grantee.
- 4) Require the return of any unexpended ERF funds disbursed under this Agreement.
- 5) Require repayment of ERF funds disbursed and expended under this Agreement.
- 6) Require the immediate return to HCD of all funds derived from the use of ERF.
- 7) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with ERF requirements.

C. All remedies available to HCD are cumulative and not exclusive.

D. HCD may give written notice to the Grantee to cure the breach or violation within a period of not less than 14 days.

7. **Waivers**

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of HCD to enforce at any time the provisions of this Agreement, or to require at any time performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of HCD to enforce these provisions.

8. **Nondiscrimination**

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, denial of medical and family care leave or pregnancy disability leave, or any other characteristic protected by state or federal law.

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Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, Section 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, Section 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, Section 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9. **Conflict of Interest**

All Grantees are subject to state and federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code Section 1090 and Public Contract Code Sections 10410 and 10411.

- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.
- B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the Political Reform Act of 1974 (Gov. Code, Section 81000 et seq.).

EXHIBIT D

- D. Representatives of a County: A representative of a County serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the County.

10. **Drug-Free Workplace Certification**

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, Section 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subrecipients that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code Section 8355, subdivision (a)(1).

- A. Establish a Drug-Free Awareness Program, as required by Government Code Section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:
- 1) The dangers of drug abuse in the workplace.
 - 2) Grantee's policy of maintaining a drug-free workplace.
 - 3) Any available counseling, rehabilitation, and employee assistance program.
 - 4) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.
- B. Provide, as required by Government Code Section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:
- 1) Will receive a copy of Grantee's drug-free policy statement, and
 - 2) Will agree to abide by terms of Grantee's condition of employment or subcontract.

EXHIBIT D

11. **Child Support Compliance Act**

For any Contract Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with Section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12. **Special Conditions – Grantees/Subgrantee**

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in [Exhibit E](#). These conditions shall be met to the satisfaction of HCD prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of ERF. Failure to comply with these conditions may result in termination of this Agreement.

- A. The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:
 - 1) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
 - 2) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
 - 3) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.

EXHIBIT D

- 4) Agree to include and enforce all the terms of this Agreement in each subcontract.

13. **Compliance with State and Federal Laws, Rules, Guidelines and Regulations**

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the ERF program, the Grantee, its subrecipients, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to HCD upon request.

14. **Inspections**

- A. Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- B. HCD reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- C. Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15. **Litigation**

- A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of HCD, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

EXHIBIT D

- B. The Grantee shall notify HCD immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or HCD, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of HCD.

EXHIBIT E

SPECIAL TERMS AND CONDITIONS

1. All proceeds from any interest-bearing account established by the Grantee for the deposit of funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of funds, must be used for eligible activities. Grantees must maintain records of all expenditures of the proceeds from these interest-bearing accounts for five (5) years and report on these expenditures as required by HCD. HCD reserves the right to perform or cause to be performed a financial audit on the use of proceeds from interest bearing accounts.
2. Grantee shall utilize its local Homeless Management Information System (HMIS) to track ERF projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by funding (e.g., by creating appropriate ERF-specific funding sources and project codes in HMIS).
3. Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to their local Homeless Management Information System for tracking in the statewide Homeless Data Integration System, in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code Section 50254. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act. For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council or HCD may, as required by operational necessity, amend or modify required data elements, disclosure formats, or disclosure frequency. Additionally, the Council, at its discretion, may provide Grantee with aggregate reports and analytics of the data Grantee submits to HDIS in support of the Purpose of this Agreement and the existing Data Use Agreement.
4. Grantee agrees to accept technical assistance as directed by HCD or by a contracted technical assistance provider acting on behalf of HCD. Grantee will report to HCD on programmatic changes the Grantee will make as a result of the technical assistance and in support of their grant goals.
5. Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

EXHIBIT E

6. HCD maintains sole authority to determine if a Grantee is acting in compliance with the program objectives and may direct Grantees to take specified actions or risk breach of this Agreement. Per HSC Section 50252.1(d), HCD has authority to:
 - A. Monitor grantee performance.
 - B. Require a grantee not meeting goals to accept technical assistance from the Department.
 - C. Limit the allowable uses of program funds for a grantee that is not meeting goals.
7. Grantees will be provided reasonable notice and HCD's discretion in making these determinations are absolute and final.
8. **Non-Bond Funded**

The Department represents that the intent of [Exhibit D.1.B, Sufficiency of Funds](#) is only to preserve the legislature's ability to make changes to appropriations and matters that are lawfully subject to change through the Budget Act. The Department represents and warrants that as of the date of this Agreement the non-bond funds referenced in the Encampment Resolution Funding Program, Round 3 Notice of Funding Application dated November 27, 2023, for this Agreement are appropriated to and available for the purposes of this Agreement, and further, that upon execution of this Agreement said funds are deemed allocated to and encumbered for the purposes described in this Agreement and shall not be terminated or reduced as a result of [Exhibit D.1.B, Sufficiency of Funds](#) once construction has commenced in compliance with Program requirements and in accordance with the construction commencement requirements within this Agreement. If not continuously appropriated, said funds must still be disbursed prior to any applicable disbursement or expenditure deadline set forth in this Agreement.

ATTACHMENT I

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

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

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

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

a. Employs fewer than 15 persons.

b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R.

84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Kathleen Cheatham

Name of Contractor(s):

Abode

Street Address or P.O. Box:

40849 Fremont Blvd

City, State, Zip Code:

Fremont, CA 94538

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

Signature:

Signed by:
Vivian Wan
906AB4FF730040A...

Title of Authorized Official:

Chief Executive Officer

Date:

1/15/2025

*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."