

Agreement No. 26-75100-C00043

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND MAXIMUS US SERVICES, INC.

This Agreement is entered into this _____ by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Maximus US Services, Inc., 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 assisting in the identification, enrollment, appeal, and transition of eligible clients to Supplemental Security Income/State Supplementary Program for the Aged, Blind, and Disabled (SSI/SSP), the federal Social Security Disability Insurance (SSDI) program, and the Cash Assistance Program for Immigrants (CAPI) benefits.

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 Measures and Reporting

Attachment I— Compliance with Section 504 of the Rehabilitation Act

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **ONE HUNDRED THOUSAND DOLLARS (\$100,000)**. In the event that the County makes any advance payments, Contractor agrees to refund any amount 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 13, 2026 through June 30, 2028.

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 thirty (30) 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 third-party 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 the certificate of 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 policy and limits, and the Commercial General Liability insurance policy shall contain contractual coverage for bodily injury and/or property damage committed by the Contractor liability endorsement pursuant to this Agreement. Contractor's insurers shall, according to each insurance policy's provisions, provide at least 30 days' prior written notice of cancellation or non-renewal to the certificate holder on file with insurers.

10.2. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation insurance providing full statutory coverage including employers' liability with the following limits: \$1,000,000 for bodily injury by accident each accident, \$1,000,000 for bodily injury by disease each employee, and \$1,000,000 for bodily injury by disease policy limit. 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. Commercial General Liability Insurance

Contractor shall take out and maintain during the term of this Agreement Commercial General Liability insurance for bodily injury liability and property damage committed by the Contractor as shall protect Contractor and all of its employees/officers/agents while performing its work covered by this Agreement from any for damages for bodily injury, including accidental death, as well as claims for property damage committed by the Contractor which may arise from Contractor's operations under this Agreement. Any subcontractors used shall also procure and maintain insurance as is customary for the work the subcontractor is performing or as stated herein. Such insurance shall be combined with a single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

Comprehensive General Liability..... \$1,000,000

Motor Vehicle Liability Insurance..... \$1,000,000

County and its officers, agents, employees, and servants shall be included as additional insured on the commercial general liability insurance policy, 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 non-renewed 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. Levine Act Compliance

The Contractor certifies and warrants that Contractor has fully complied, and will remain in full compliance, with all applicable requirements of the Levine Act in connection with this Agreement, including making any required disclosures of campaign contributions to County Officers, which includes but may not be limited to elected County Officers. Elected County Officers include members of the San Mateo County Board of Supervisors, as well as the Assessor-County Clerk-Recorder, Controller, Coroner, District Attorney, Sheriff, and Tax Collector-Treasurer. Any campaign contribution required to be disclosed under the Levine Act in connection with this Agreement shall be disclosed on the disclosure form provided by the County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request.

13. Non-Discrimination and Other Requirements

13.1. 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.

13.2. 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.

13.3. 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.

13.4. 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.

13.5. 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.

13.6. 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.

13.7. 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.

13.8. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. Intellectual Property Rights:

The County and the Contractor intend that all property rights, not pre-existing and produced as a deliverable pursuant to this Agreement, to any and all materials, text, logos, documents, booklets, manuals, references, guides, brochures, advertisements, URLs, domain names, music, sketches, web pages, plans, drawings, prints, photographs, specifications, data, products, ideas, inventions, and any other work or recorded information created by the Contractor as a deliverable for the Services under this Agreement and paid for by the County pursuant to this Agreement, in preliminary or final form and on any media whatsoever (collectively, "Materials"), shall belong to the County.

To the extent that the Services provided by Contractor are generated by Contractor's and/or Third-party proprietary software/systems, nothing contained herein is intended nor shall it be construed to require Contractor to provide such software/systems to County. County agrees that it has no claims of ownership, including copyright, patents or other intellectual property rights to Contractor's software or systems. The Contractor hereby grants to the County a nonexclusive, royalty free, and irrevocable license to use Contractor software/systems for the term of the Contract. The Contractor shall mark or identify all such Contractor Software/Systems to the County.

19. Equitable Adjustment:

In the event that (a) the basic assumptions under which (i) the contract was executed and/or (ii) the proposal was submitted in response to the scope of services have materially changed or have proven to be inaccurate, or (b) a party wishes to make a change to the scope of the services, or (c) there has been a change to State or federal law, rules regulations, or policies (including, but not limited to laws, rules, regulations or policies affecting taxes, wage and labor requirements, or data and information security), or (d) or there has been an increase in federal, state or any prevailing wage rate or

determination that would limit the Contractor from doing business in the County or provided a material financial impact on Contractor, either party may issue a change request and the parties shall negotiate an amendment to the contract detailing the nature of the change and impact on the performance requirements and liabilities as well as an appropriate equitable adjustment to Contractor's price.

20. Stop Work Upon Funding Depletion:

- a. Contractor's obligation to perform Services is limited to the Not-to-Exceed ("NTE") amount stated in this Agreement. Contractor shall have no obligation to commence or continue Services once the NTE is reached or reasonably projected to be reached, and shall not perform unfunded Services. Any Services beyond the NTE require a written amendment increasing the NTE, which may include equitable adjustments to schedule and related terms.
- b. Contractor will monitor funding status and provide timely written notice if, based on reasonable forecasts, the remaining funded amount (inclusive of the NTE) is expected to be depleted before the end of the Contract Term. If additional funding is not authorized in writing, Contractor may suspend performance, in whole or in part, until sufficient funding is authorized. Any suspension or delay resulting from funding depletion or failure to increase the NTE shall not constitute a breach by Contractor, and all affected milestones and service levels shall be equitably extended. In such event, Contractor shall (i) be paid for Services performed and committed costs incurred through the effective date of funding depletion; and (ii) have no obligation to perform unfunded Services

21. 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: 650-670-2546
Email: adavidson@smcgov.org

In the case of Contractor, to:

Name/Title: Tameisha T. Moore, Senior Specialist
Address: 1600 Tysons Blvd, Suite 1400, McLean, VA 22102
Telephone: (703) 251-8500
Email: TameishaTMoore@maximus.com

With a copy emailed to legalnotices@maximus.com

22. 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.

23. SB1383

24. Personally Identifiable Information

Requirements for County Contractors, Subcontractors, Vendors and Agents

24.1. 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 unauthorized purposes have access or potential access to 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.

24.2. 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, when allowable. Any other use or disclosure of PII requires 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

24.3. 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 the 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 the 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, disclosure, 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 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 PII 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 crosscut 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 fax is sent.

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.

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

a. Contractor shall report to County within one (1) 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.

24.5. 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.

24.6. 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.

24.7. 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.

24.8. 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.

24.9. 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.

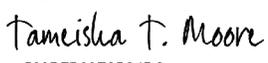
25. Rehabilitation Act of 1973

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

SIGNATURE PAGE TO FOLLOW

THIS CONTRACT IS NOT VALID UNTIL SIGNED BY ALL PARTIES. NO WORK WILL COMMENCE UNTIL THIS DOCUMENT HAS BEEN SIGNED BY THE COUNTY PURCHASING AGENT OR AUTHORIZED DESIGNEE.

For Contractor: **Maximus US Services, Inc.**

<p>Signed by:  599D7B68E25C4BC...</p>	<p>1/16/2026</p>	<p>Tameisha T. Moore</p>
_____ 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

In consideration of payments as shown in Exhibit B, and subject to the terms and conditions of the agreement, Contractor shall provide the following services:

I. Purpose

The goal of disability benefits advocacy services is to help people who are at risk of and/or currently experiencing homelessness and have a disability but are not currently receiving disability benefits to apply for the disability benefits for which they are eligible. The Contractor shall assist in the identification, enrollment, appeal, and transition of eligible clients to Supplemental Security Income/State Supplementary Program for the Aged, Blind, and Disabled (SSI/SSP) or the federal Social Security Disability Insurance (SSDI) program.

II. Definitions

- A. Cash Assistance Program for Immigrants (CAPI):
A public assistance program designed to provide monthly cash benefits to aged, blind, and disabled non-citizens who are ineligible for Social Security benefits solely due to their immigration status.
- B. Housing and Disability Advocacy program (HDAP):
A state grant program that assists people experiencing or at risk of homelessness who are likely eligible for disability benefits by providing advocacy for disability benefits as well as housing supports. HDAP has four core requirements: outreach, case management, disability benefits advocacy, and housing assistance.
- C. Social Security Administration (SSA):
The federal agency that provides retirement, disability, and survivors benefits qualifying individuals.
- D. Social Security Application:
An application to the Social Security Administration for retirement and/or disability benefits.
- E. Social Security Disability Income:
A monthly cash benefit for individuals who are disabled and unable to work that is based on the individual's covered earnings prior to the disability.
- F. Supplemental Security Income (SSI):
A monthly cash benefit for individuals with limited income and resources who are disabled, blind, or age 65 or older.
- G. State Supplementary Program for the Aged, Blind, and Disabled (SSP):
A state benefit program that augments the Supplemental Security Income (SSI) benefits.

III. Services to be Provided

A. Population to Be Served

The target population for this program is households with one or more people who are experiencing homelessness or are at risk of experiencing homelessness and have a disability (as defined by SSA) but are not currently receiving disability benefits. SSA defines disability as the inability to do any substantial gainful activity by reason of any medically determinable physical or mental impairment which can be expected to result in death, or which has lasted or can be expected to last for a continuous period of not less than 12 months. Disability benefits that program participants might be eligible for include SSI/SSP, SSDI, and CAPI.

Households may be unsheltered (living outdoors, in vehicles, or other places not meant for human habitation), sheltered, or are otherwise experiencing a housing crisis and are at-risk of experiencing homelessness. People served may include people with long histories of homelessness, little or no income, evictions, alcohol or substance use issues, mental and physical health challenges, and/or other barriers to maintaining housing.

B. Referral Process

Contractor will only accept referrals for disability benefits advocacy services following the process established by HSA and will provide services only to those referred individuals/ households.

C. Disability Benefits Advocacy Services

Contractor will:

1. Accept referrals through the processes established by HSA at all stages of the benefits application process. The Contractor will serve all clients referred. The referrals will include client contact information, County worker or other case manager contact information, release of information and supporting documentation when possible.
2. Provide advocacy services and refer clients to support services as required.
3. Screen clients for potential SSI/SSDI eligibility in a timely manner. Contractor will review cases to determine if a full application is warranted and support the full application process when there is potential SSI/SSDI eligibility. Abide by any processes developed by HSA to expedite or prioritize screening for certain referrals or referral sources.
4. Prepare and submit applications for those eligible clients, including obtaining all required forms, gathering all medical records needed for the SSA applications and ensuring completion of the SSA application process.
5. Prepare and submit applications for all clients referred under HDAP who are potentially eligible for SSI/SSDI. This includes obtaining required forms, gathering all medical records needed for the SSA applications and ensuring completion of the SSA application process.
6. Pursue subsequent activities after submitting the application, such as Reconsideration Hearings, hearings before Administrative Law Judges, or other necessary appeal procedures on all applications the Contractor believes will result in approval of SSI/SSDI benefits (excluding federal court appeals).
7. Upon receipt of a secure file with HDAP client information from HSA, screen for potential SSI/SSDI eligibility and conduct outreach efforts to determine if a full SSI/SSDI

application is warranted.

8. Maintain/secure client data and provide access to HSA in a mutually agreed upon format.
9. Contractor shall monitor all referrals for progress and provide monthly summaries on the status of each client to the County.
10. In collaboration with the County, contractor will provide referring partner staff orientations and training on SSA related matters and contractor's operation processes. This may include site visits and/or virtual meetings to referring partners to provide consultation and attend status meetings as determined necessary by the County. County and contractor will establish a mutually acceptable visit schedule.
11. Monitor emerging SSA regulations, policies, and procedures and advise County of impacts on current caseload.
12. Provide consultation to the County on clients and SSA activities nationally and locally.
13. Provide an itemized payment/billing plan with one-time payments awarded when milestone activities are completed, such as but not limited to, submitted SSI and/or SSDI application to SSA, completing a reconsideration or appeal, and SSA approval for SSI and/or SSDI.
14. Account, on a monthly basis, for any discrepancy between the contracted level of service and the actual level.
15. Provide sufficient evidence of completed milestones when submitting invoices for payment.
16. Maintain statistical and financial records necessary for audit review and produce periodic reports upon request of the County.
17. Maintain policies and procedures that provide equal access and reasonable accommodations for individuals or households with disabilities.

D. Quality Assurance and Continuous Quality Improvement

Contractor will:

1. Conduct ongoing reviews of services and documentation of services (file reviews) to ensure required documentation is collected accurately, and that services are provided consistently.
2. 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.
3. 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.

E. Additional Requirements

Contractor will:

1. 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.
2. 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.

3. Provide services that are culturally appropriate to the populations served.
4. Assign/provide staff who are qualified and well-equipped for their given position. Staff shall be trained in and practice cultural competence and sensitivity.
5. Implement appropriate screening processes for all staff and any volunteers or others at the program office who interact with clients or have access to client information.
6. Maintain policies, procedures, and tools to aid staff in serving clients consistently with all applicable service components and update as needed.
7. Establish and maintain a collaborative relationship with any other agencies and programs that are providing services to the clients.
8. Participate in program and/or systemwide evaluations as requested by the County.

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.

Exhibit B

In consideration of the services provided by Contractor 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 monthly based on the rates shown below.
2. Invoice County monthly for actual costs incurred for services shown in Exhibit A consistent with the budget shown in Table II. Invoice must include the Agreement number, quarterly performance reports as outlined in Exhibit C, and any additional supporting documentation as requested by County. Invoices will be itemized and due by the 20th of each month for the previous month’s service. Due to the County’s year-end close, June’s invoice will be due June 20th (see Table I below).
3. 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.

Table I – Invoice and Report Due Dates

Reporting Period		Due Date for Invoice	Due Date for Monthly Report	Due Date for Quarterly Report
Q1	July	August 20	August 20	October 20
	August	September 20	September 20	
	September	October 20	October 20	
Q2	October	November 20	November 20	January 20
	November	December 20	December 20	
	December	January 20	January 20	
Q3	January	February 20	February 20	April 20
	February	March 20	March 20	
	March	April 20	April 20	
Q4	April	May 20	May 20	July 20
	May	June 20	June 20	
	June	June 20 (due early due to year end processes)	July 20	

Table II – Budget Summary

HDAP Disability Benefits Advocacy Services Program Budget Summary	
Total Contract Budget January 13, 2026 – June 30, 2028	Not to exceed \$100,000

Table III – Rates and Descriptions

Categories*	FY25-26 Rate	Description	Narrative
Application Filing Flat Fee	\$927	Filing SSI/SSDI applications with the Social Security Administration (SSA); or with County program manager approval, an application filing fee can be claimed for a client who is both aged and disabled.	This fee covers the comprehensive service of preparing and filing an initial SSI/SSDI application. It includes gathering necessary documentation, completing the application forms, and submitting the application to the SSA on behalf of the client.
Initial/Reconsideration Award Flat Fee	\$0.00	Approved applications awarded at Initial and Reconsideration level of SSA’s adjudication process	Contractor does not charge a fee for successful outcomes at the initial application or reconsideration stages. Contractor’s commitment is to make sure clients receive their benefits without the burden of additional costs at these stages.
Hearing Award Flat Fee	\$1,030	Approved application at the Hearings level of SSA’s adjudication process	This fee applies when a client’s case progresses to a hearing before an Administrative Law Judge. It encompasses the extensive preparation required for the hearing, including compiling evidence, preparing briefs, and representing the client during the hearing.
Training Related to SSA Matters (per hour rate)	\$0.00	Optional fee for one hour of presented training	Contractor offers training sessions on Social Security administration matters at no cost. These sessions are designed to educate and empower staff and partners on effectively navigating SSA process and advocating for benefits.

*County and Contractor may, through written adjustments agreed upon by both parties,

adjust the categories and add more lines as necessary.

County will:

1. Have the option to adjust funding across fiscal years and/or across line items in order to meet its program goals as agreed upon by both parties, as long as it does not exceed the total value of the Agreement.
2. Pay Contractor upon receipt and approval of invoices, supporting documentation, and reports.

Exhibit C – Performance Measures and Reporting

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

A. Performance Measures

Table V: Performance Measures

Measure	Target
Percentage of SSDI benefits applications submitted within 90 days of referral.	85%
Percentage of SSI/SSP benefits applications submitted within 90 days of referral.	85%
Percentage of SSI/SSP benefits applications approved	67%

B. Reporting Measures

Contractor will:

1. Submit reports, on a monthly, quarterly and annual basis, electronically to Khalia Parish (kparish@smcgov.org) and Brooke Stacey (bstacey@smcgov.org) or the designated point of contact. Monthly reports are due on the 20th day following the previous month’s end. 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). Results should be reported for both the current reporting period and year to date.
2. Monthly reports will include, but are not limited to, the following information:
 - a. An update on the status of all clients referred for HDAP disability benefits advocacy services;
 - b. Performance measures outcomes for all clients referred for HDAP disability benefits advocacy services;
 - c. Data and acronyms defined in an index; and
 - d. Data in a mutually agreed upon format between the County and the Contractor.
3. Quarterly and Annual Reports will include, but are not limited to, the following information:
 - a. Client feedback that is directly correlated to continuous improvements made to better serve the target population;
 - b. The number and type of reasonable accommodations to ensure equal access was provided to all clients served; and
 - c. Data in a mutually agreed upon format between the County and the Contractor.
4. Participate in Site Review/Contract Compliance visits with County-designated staff. Visits will occur at least once per year, with increased frequency if areas for

improvement are identified. Site visits may be conducted virtually. 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, targets, and reporting requirements 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.

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: Julie Dane

Name of Contractor(s): Maximus US Services, Inc

Street Address or P.O. Box: 1600 Tysons Blvd., Suite 1400

City, State, Zip Code: McLean, VA. 22102

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

Signature:  Signed by: Tameisha T. Moore
599D7B68E25C4BC...

Title of Authorized Official: Senior Specialist

Date: 1/16/2026

*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."