

Agreement No.

Resolution No. 080519

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SAMARITAN HOUSE

This Agreement is entered into this 25 day of June, 2024, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Samaritan House, 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 Measure K - Emergency Financial Assistance and Homelessness Prevention Services,

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

1. Exhibits and Attachments

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

- Exhibit A - Program Description and Services
- Exhibit B - Payments and Rates
- Exhibit C - Performance Reporting and Monitoring
- Exhibit D - HMIS
- Attachment I - § 504 Compliance
- Attachment P - Personally Identifiable Information

2. Services to be Performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibits A, C, D, I, and P, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **TEN MILLION FIVE HUNDRED THOUSAND DOLLARS** (\$10,500,000.00). 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 July 1, 2024 through June 30, 2027.

5. Termination

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

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

8. Hold Harmless

a. General Hold Harmless

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

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

9. Assignability and Subcontracting

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

10. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents

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

(a) Comprehensive General Liability.....	\$1,000,000
(b) Motor Vehicle Liability Insurance.....	\$1,000,000

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

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

11. Compliance With Laws

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

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

g. Reporting; Violation of Non-discrimination Provisions

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

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

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

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

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

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

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

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

15. Merger Clause; Amendments

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

16. Controlling Law; Venue

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

17. Notices

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

In the case of County, to:

Name/Title: Chris Ratana/Human Services Analyst
Address: 500 County Center, Redwood City CA 94063
Telephone: 650-802-7618
Email: cratana@smcgov.org

In the case of Contractor, to:

Name/Title: Laura Bent/Chief Executive Officer
Address: 4031 Pacific Blvd, San Mateo, CA 94403
Telephone: 650-523-0824
Email: laura@samaritanhousesanmateo.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. Reimbursable Travel Expenses

To the extent that this Agreement authorizes reimbursements to Contractor for travel, lodging, and other related expenses as defined in this section, the Contractor must comply with all the terms of this section in order to be reimbursed for travel.

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.
- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San

Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.

- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.


* * *

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

For Contractor: SAMARITAN HOUSE

DocuSigned by: <i>Laura Bent</i>	6/19/2024 8:52 AM PDT	Laura Bent
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:  Resolution No. 080519
President, Board of Supervisors, San Mateo County

Date: June 25, 2024

ATTEST:

By: 
Clerk of Said Board

Exhibit A
Program Description and Services
Emergency Financial Assistance and Homelessness Prevention Services

A. Purpose

The purpose of this Agreement between the County and Contractor is to provide homelessness prevention services and financial assistance to prevent homelessness and support housing stability for San Mateo County residents who are experiencing a housing crisis. This population includes families and individuals in San Mateo County who are experiencing housing instability and are either at risk of homelessness or are currently experiencing homelessness and are returning to housing.

The financial assistance provided is short-term; this program is not intended to provide a long-term source of rental assistance.

B. Eligibility

Contractor will review and approve eligibility of each household, and work with the referring agency to ensure that the household meets the eligibility criteria and that all documentation is complete. Each household must have an income at or below 60% of the Area Median Income (AMI) (see information on 60% AMI amounts available at <https://www.smcgov.org/housing/income-limits-and-rent-payments>). The County may change the income threshold for eligibility by informing the Contractor in writing.

If an applicant is not eligible to receive assistance under this program, Contractor will assist the referring agency to refer the household to any other applicable assistance and services that may possibly be available to assist, depending on that program's resources and eligibility.

Contractor will maintain records of eligibility for each household served. Contractor will train the Core Service Agencies on the emergency financial assistance (EFA) guidelines and Clarity data entry process. The training will include the data that should be entered and tracked in Clarity such as caste notes, demographic information, case disposition, etc.

C. Services to be Provided

The program will help people who are experiencing a housing crisis and/or a financial shock by helping to stabilize and maintain their housing or providing financial assistance for them to move into new housing that they have identified and can afford.

Contractor will facilitate the process of working together with the Core Service Agencies and the County to develop and implement a process to identify and prioritize for EFA households that have a high risk of becoming homeless. The program will prioritize serving households that are at the highest risk of entering homelessness or of extending their length of homelessness. The County will review and approve the process and any related assessment tools. Any subsequent changes to the process or tools will need to be reviewed and approved in writing by the County.

This program has two components: General EFA and Senior EFA.

The Senior EFA component is a specific set aside amount of funds within this program to serve eligible senior households. For the purposes of this Agreement, a senior household is defined as a household that has one or more persons who are 60 or older. The County may change the definition of senior household, and, if so, the County will issue any changes in writing to the Contractor. The General EFA and Senior EFA components are the same, except for the additional eligibility criterion of age for the Senior EFA component. The amount of funds for the Senior EFA component is shown in the budget in table B2. The County may also issue updates in writing to change the amount of funds in the Senior EFA Component.

Contractor will track program services and outcomes separately for the General EFA and the Senior EFA components.

The program will include the following components:

1. Financial Assistance

The goal of Financial Assistance is to remove immediate barriers to housing stability that can be addressed by time-limited financial payments. Financial assistance should be tailored towards individual households.

Financial Assistance includes the following uses:

- a. Rental assistance
- b. Security deposits
- c. Utility arrears
- d. Transportation (related to maintaining housing stability)
- e. Mortgage assistance (one time maximum)
- f. Car repairs (related to maintaining housing stability)

A minimum of 80% of the client assistance funds must be used for either rental assistance or security deposits. Tracking of the funds will be ongoing, but the 80% requirement will only be required to be met at the 6-month mark (December 31) and the year-end mark (June 30).

Contractor will establish and maintain comprehensive policies and procedures regarding the application process for clients (including what documents they are required to submit for each type of financial assistance), eligibility, allowable types of assistance, process for reviewing and approving referrals, process for determining eligibility and for determining amount of funds approved, tracking of all requests and funds distributed, accounting for all transactions, and compliance with all applicable tax regulations, accounting standards, and audit requirements.

Contractor will maintain written policies, guidelines, and procedures for this program, including the pathways for residents throughout the County to apply, the processes for reviewing and processing applications, and the steps taken to refer ineligible households to appropriate services. If there are proposed changes to the policies and procedures, Contractor will submit the proposed changes to the County for review and approval. Contractor will also incorporate and implement new or revised policies and procedures as requested by the County. Written policies, procedures, and guidelines must be submitted to the County for review and approval upon execution of this contract.

The following two types of Financial Assistance will be provided:

a. Homelessness Prevention

Homelessness prevention financial assistance is provided to housed households (including homeowners) who are at risk of becoming homeless.

Examples of eligible types of financial assistance payments are payments towards rent/mortgage costs for 1-3 months (may be partial payments), payment for utilities arrears, and other one-time payments for costs related to housing stability (i.e., car repair if a car is essential to continuing employment to pay for rent).

Households must show indications of ability to maintain housing or a plan of how this financial assistance will help prevent them from entering homelessness.

Some examples of eligible households include persons renting a unit and facing eviction for nonpayment of rent, households significantly behind on utility payments or mortgage payments, households who have not received an eviction notice but are behind on rent and are at risk of eviction.

b. Deposit Assistance for Homeless or At-Risk Households Moving into Stable Housing

Deposit assistance for households moving into housing includes security deposit, utility deposit, first month's rent, and/or other one-time financial assistance to help a household who is currently experiencing homelessness to be able to move back into housing. Deposit assistance can also be used for helping households at risk of homelessness to move from an unaffordable housing situation into a new housing situation where they show an ability to maintain the housing situation.

Examples of eligible types of these financial assistance payments are payments towards deposit and/or first month's rent costs or other move-in expenses for a housing unit (apartment, rented room, etc.) for which the household has signed a lease or has been accepted by the landlord and is going to sign a lease as soon as deposit and first month's rent is secured.

An example of an eligible household includes a family that is staying at a shelter and has identified an apartment to rent but does not have the funds to pay for the security deposit. Another example of eligible households includes a resident who does not have sufficient income to afford their current apartment but is currently trying to move to a new housing situation where they will be able to afford the new rent when they settle into the new housing. This can mean moving from an apartment to a rented room or moving in with family or friends.

2. Connection to Other Supportive Services

Contractor, as the lead fiscal agent for EFA, will ensure and conduct cross-training for all the Core Service Agencies. These trainings will focus on training Core staff on how to connect the client to other supportive services that may help the client achieve housing stability. Connection to these supportive services may be accomplished by offering information and assistance regarding applying for public benefits (such as CalFresh, CalWORKs, unemployment benefits, Social Security Administration programs), as well as by making direct referrals to legal services agencies, community-based financial assistance programs, credit repair and budgeting workshops, employment services, or similar self-sufficiency programs. Contractor may also help the client identify additional strategies for long-term housing stability (i.e., considering shared housing options and other opportunities).

3. Data Collection on Housing Stability

Contractor will collect data regarding the housing stability of the clients served. On at least a quarterly basis, Contractor will attempt to contact a sample of households served, 6 months after the household was served with EFA. (See exhibit C for target percentage of households to be successfully contacted.) When contacting a household served by the program, the Contractor will conduct a follow-up survey, including asking about the household's current housing situation, customer satisfaction regarding services provided, and other information to help inform program planning and continuous quality improvement.

4. Program Referral Process

Contractor will develop, implement, and train Core Service Agencies on a referral process that includes accepting and processing referrals. Contractor will provide information, training, and any relevant applications to approved homeless shelters' staff on how their clients can access the EFA program via the Core Service Agencies.

5. Application Process

Contractor will develop a common application to distribute to all Core Service Agencies and approved homeless shelters for County-funded EFA programs. The County will review and approve the

common application. Common applications must be available for residents throughout the County to apply for County-funded EFA programs.

Contractor will conduct outreach, training, and ongoing support to staff at the Core Service Agencies and homeless shelters so that the staff at those agencies are aware of this program and how to submit referrals with all required information.

Due to the time sensitivity of signing leases and rent payments, Contractor will establish a process to review, approve, and disburse payments as quickly as possible.

6. Quality Assurance and Continuous Quality Improvement

Contractor will conduct quality assurance control 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.

Contractor will conduct ongoing reviews of services and documentation of services (file reviews).

Contractor will implement systematic processes to collect ongoing feedback from clients, homeless and safety net providers, and other stakeholders.

D. Other Contractor Responsibilities

1. Provide services that are culturally appropriate to the populations served.
2. Provide Program staff with initial training and orientation and ongoing training, supervision, evaluation, and support.
3. Provide services that are low-barrier, meaning that participants are not screened out or discharged from the program based on active substance abuse or a history thereof, a criminal record, or perceived lack of motivation.
4. 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 entry will be entered during or as soon as possible after the services. Under all circumstances, data entry will be completed within 4 business days of the service provision.
5. All critical incidents will be reported via email within 24 hours to the County, including the events of: death, homicide, suicide or suicide attempt, and assault (to another client or staff) and any other significant incident involving any client or staff. Critical incident contacts are [Chris Ratana \(cratana@smcgov.org\)](mailto:cratana@smcgov.org), [Jessica Silverberg \(jsilverberg@smcgov.org\)](mailto:jsilverberg@smcgov.org), and [Khalia Parish \(kparish@smcgov.org\)](mailto:kparish@smcgov.org), or their designees. Provide the County a schedule of coverage, and a coverage plan for services during any time that the Contractor will not be open for services during regular business hours (e.g., staff training, holidays observed by the Contractor that are not County holidays).
6. Provide the County a schedule of coverage, and a coverage plan for services during any time that the Contractor will not be open for services during regular business hours (e.g., staff training, holidays observed by the Contractor that are not County holidays).
7. Participate in the County's Emergency Financial Assistance evaluation by participating in interviews, providing data and input, assisting with obtaining input from clients and other methods of participation.
8. Work with the County to implement changes in the program, based on the evaluation results and recommendations.
9. Participate in program evaluations and other analysis of homelessness prevention and emergency financial assistance programs and of the homeless system conducted by the County.

(End of Exhibit A)

Exhibit B
Method and Rate of Payments

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

A. General Payment Terms

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

1. Contractor shall invoice the County on a monthly basis for services shown in Exhibit A. Contractor shall be responsible for submitting monthly documentation substantiating the amounts and kinds of Financial Assistance distributed to eligible clients as required under Exhibit A. Invoices must include the Agreement number, required performance reports as outlined in Exhibit C, and any additional supporting documentation as requested by County.
2. Contractor's fee for services under this Agreement A fixed shall be charged as a fixed fee of 15% of the amount of Financial Assistance distributed to clients. This fixed fee shall constitute Contractor's total compensation for providing the services in Exhibit A and is inclusive of any claimed direct and/or fixed fee. Contractor is not required to submit backup documentation for this fee with its invoices to the County but must retain documentation and make available for audit purposes.
3. In no event shall the County's maximum fiscal obligation exceed the amount stated in Section 3 of this Agreement (Payments).
4. Contractor shall submit invoices by the 20th of the month for the prior month's services in accordance with the scope of work in Exhibit A and the budget in Exhibit B1 or the revised budget as approved in writing by the County.

B1. Invoicing and Reporting Schedule

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

Invoices shall be emailed to: Chris Ratana at cratana@smcgov.org or the designated County contact.

The County shall have the option to adjust funding across line items in the budget shown in table B2 and across fiscal years to meet program needs and maximize services and outcomes, as long as the total budget does not exceed the total agreement obligation.

B2. Line-Item Budget

Homelessness Prevention Services and Financial Assistance Budget			
	FY24-25	FY25-26	FY26-27
General Client Assistance	\$2,545,000	\$2,545,000	\$2,545,000
Senior Client Assistance	\$500,000	\$500,000	\$500,000
Subtotal Client Assistance	\$3,045,000	\$3,045,000	\$3,045,000
Fixed Fee	\$455,000	\$455,000	\$455,000
Subtotal Fixed Fee	\$455,000	\$455,000	\$455,000
Total Budget	\$3,500,000	\$3,500,000	\$3,500,000

(End of Exhibit B)

Exhibit C
Performance Reporting and Monitoring

Quarterly and monthly reporting is a requirement of payment. Delays in submission of complete reports may delay payments of invoices to Contractor.

A. Performance Measures

C1. General EFA

Measure		FY24-25 Target (07/01/24 – 06/30/25)	FY25-26 Target (07/01/25 – 06/30/26)	FY26-27 Target (07/01/26 – 06/30/27)
1.	Number of households who receive financial assistance (unduplicated)	848	848	848
2.	Percent of participants successfully contacted 6 months after receiving financial assistance	20%	20%	20%
3.	Percent of participants contacted who have remained housed 6 months after receiving financial assistance	95%	95%	95%
4.	Client satisfaction rating	95%	95%	95%

C2. Senior EFA

Measure		FY24-25 Target (07/01/24 – 06/30/25)	FY25-26 Target (07/01/25 – 06/30/26)	FY26-27 Target (07/01/26 – 06/30/27)
1.	Number of households who receive financial assistance (unduplicated)	167	167	167
2.	Percent of participants successfully contacted 6 months after receiving financial assistance	20%	20%	20%
3.	Percent of participants contacted who have remained housed 6 months after receiving financial assistance	92%	92%	92%
4.	Client satisfaction rating	90%	90%	90%

Additional metrics to be reported, split out by General EFA and Senior EFA:

- Financial assistance amounts by use (e.g., rent, security deposits, utility arrears, car repairs, etc.)
- Dollar amount spent per household
- Dollar amount spent per aid category and FY cumulative spent
- Race/Ethnicity of clients served
- Age tier of clients served
- Household income level of clients served
- City of residence of households served
- Quarterly narrative report describing services provided, challenges, successes, trends, changes and other relevant information

The County shall have the option to modify performance measures, goals, and targets by written notice and agreement of Contractor. The County shall give the Contractor advance notice of any modifications and will also discuss changes with the Contractor.

B. Monitoring

- Submit performance reports to the County within 20 days of the end of the previous month or quarter. Reports will include the following:

Monthly reports will include the following and be used as documentation for invoicing:

- Number of households served by EFA General and EFA Seniors
- Amount of Measure K dollars expended under EFA General and EFA Seniors
- Amount spent per aid category for EFA General and EFA Seniors

Quarterly Reports will include the following:

- Performance measure report (results for performance measures listed in table above for the current quarter and for fiscal year-to-date). For measures that are a percentage, the reported data must include the percentage as well as the numerator and denominator.
 - Data on “additional metrics to be reported” listed above (for the current quarter and for fiscal year-to-date).
 - Narrative describing trends, successes, challenges during the reporting period for both the general EFA funds and households with seniors set-aside funds.
- Submit annual program report within 20 days of the end of the fiscal year. Annual program report will provide information on the impact the program had throughout the entire service year and annual results for each performance measure.
 - Contractor will provide the County with annual financial audit statements in accordance with generally accepted government auditing standards within nine months of fiscal year end for each year of the Agreement.
 - Contractor will submit additional reports or data as requested by the County.
 - Contractor will participate in Site Review/Contract Compliance Visits with the County. Contractor will receive at least two weeks advanced notice unless there is an urgent programmatic need to expedite the process.
 - The County may request additional data from Contractor and/or retrieve reports from Clarity to understand client requests, services, and outcomes. Contractor will receive at least two weeks advance notice unless there is an urgent programmatic need to expedite the data/report.
 - All reports shall be emailed to: Chris Ratana at cratana@smcgov.org or the designated contact.

(End of Exhibit C)

Exhibit D

Revised April 2024

Clarity Human Services System Usage and Data Sharing Agreement for Core Service Agencies and Homeless Service Providers

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

Commitment to Data Entry

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

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

Confidentiality of Client Data

The Agency will establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of client data and to prevent unauthorized use or access to it.

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

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

The Agency acknowledges that these confidential data are proprietary to the County and agrees to comply with all applicable State and Federal confidentiality laws and regulations.

The Agency may collect Personally Identifiable Information (“PII”, as defined in Federal information security and privacy laws as information that can be used on its own or in conjunction with other information to identify, contact, or locate a single person, or to identify an individual in context) only when appropriate for the purposes for which the information is obtained or when required by law. The Agency must collect PII by lawful and fair means and, where appropriate, with the knowledge of the individual. The Agency must post the San Mateo County Clarity HMIS Privacy Notice (“Notice”) at each building that provides direct services. If services are being provided by phone, the Agency will offer to read the Notice and also will make efforts to provide a written copy of the Notice via mail or other means. A copy of the Clarity HMIS Privacy Policy (“Policy”) must be made available to clients upon request. Consent of the individual for data collection may be assumed when the Notice is properly displayed according to the Policy. See the attachment or the following link for a copy of the current Policy: <https://www.smcgov.org/hsa/san-mateo-county-clarity-hmis-privacy-policy>.

Licensing

Only the Agency’s staff who provide safety net or homeless services shall be granted access to Clarity. When the Agency requests a Clarity license for a new staff member, the Agency director or manager will review with the staff member the confidentiality and security rules regarding Clarity. The staff member will be asked to review and accept the Clarity oath of confidentiality upon their initial login into Clarity and annually thereafter while they retain access to the system.

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

If any license goes unused for more than 90 days, that license may be deactivated. The Agency holding the license will be notified prior to deactivation of the license and the Agency will have 5 business days to respond with a request if the license is to be continued.

System Configuration Change Requests

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

User Support

If the Agency experiences any technical difficulty with the system, the Agency’s staff will send a service request to the Human Services Agency Business Systems Group at hsa_servicedesk@smcgov.org or (650) 802-7573.

Staff Responsibilities

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

Contractor/Service Provider Agreement

BY ENTERING INTO THIS AGREEMENT, THE AGENCY AGREES TO THE FOLLOWING:

The Agency agrees that all Agency staff provided with Clarity access will be trained to safeguard the information contained in the SMC secure and private network of Core Service Agencies and homeless services providers.

The Agency agrees to provide internal process and procedures to train the Agency's staff on the security and confidentiality principles that guard this secure and private network.

The Agency understands and agrees that Agency and its representatives will share and protect information in the Clarity system as set forth herein and as required by law.

The Agency agrees to 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> (current version attached). The Agency agrees to further abide by any updates to these documents.

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:

Connie Gershaneck

Name of Contractor(s):

Samaritan House

Street Address or P.O. Box:

4031 Pacific Blvd

City, State, Zip Code:

94403

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

Signature:

DocuSigned by:

Laura Bent

CAB21E0AA7EF422...

Title of Authorized Official:

Chief Executive Officer

Date:

6/19/2024 | 8:52 AM PDT

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

Attachment P

Personally Identifiable Information

Requirements for County Contractors, Subcontractors, Vendors and Agents

I. Definitions

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

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

- iii. PII is stored in paper or electronic format.

II. Restrictions on Contractor re Use and Disclosure of PII

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

III. Use of Safeguards by Contractor to Protect PII

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

- d. Contractor agrees to provide documented sanction policies and procedures for Contractor's staff who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment when appropriate.
- e. Contractor agrees that all Contractor's staff performing services under this Agreement sign a confidentiality statement prior to accessing PII and annually thereafter. The signed statement shall be retained for a period of three (3) years, and the statement include at a minimum: (1) general use; (2) security and privacy safeguards; (3) unacceptable use; and (4) enforcement policies.
- f. Contractor agrees to conduct a background check of Contractor's staff before they may access PII with more thorough screening done for those employees who are authorized to bypass significant technical and operational security controls. Contractor further agrees that screening documentation shall be retained for a period of three (3) years following conclusion of the employment relationship.
- g. Contractor agrees to conduct periodic privacy and security reviews of work activity, including random sampling of work product by Contractor's staff by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of County's programs and the use and disclosure of PII. Examples include, but are not limited to, access to data, case files or other activities related to the handling of PII.
- h. Contractor shall ensure that PII is used and stored in an area that is physically safe from access by unauthorized persons at all times and safeguard PII from loss, theft, or inadvertent disclosure by securing all areas of its facilities where Contractor's staff assist in the administration of the County's programs and use, disclose, or store PII.
- i. Contractor shall ensure that each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee of Contractor and access is revoked.
- j. Contractor shall ensure that there are security guards or a monitored alarm system at all times at Contractor's facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.
- k. Contractor shall ensure that data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only those authorized by this Agreement. Visitors to any Contractor data centers area storing PII as a result of administration of a County program must be escorted at all times by authorized Contractor's staff.

- l. Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which Contractor staff can transport PII, as well as the physical security requirements during transport.
- m. Contractor shall ensure that any PII stored in a vehicle shall be in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.
- n. Contractor shall ensure that PII shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- o. Contractor shall ensure that all workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- p. Contractor shall ensure that servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- q. Contractor agrees that only the minimum necessary amount of PII required to perform required business functions will be accessed, copied, downloaded, or exported.
- r. Contractor shall ensure that all electronic files, which contain PII data is encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- s. Contractor shall ensure that all workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily. In addition, Contractor shall ensure that:
 - i. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
 - ii. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.

- iii. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
 - iv. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- t. Contractor shall ensure that all of its staff accessing Personally Identifiable Information on applications and systems will be issued a unique individual password that is a least eight (8) characters, a non-dictionary word, composed of characters from at least three (3) of the following four (4) groups from the standard keyboard: upper case letters (A-Z); lower case letters (a-z); Arabic numerals (0-9) and special characters (!, @, #, etc.). Passwords are not to be shared and changed if revealed or compromised. All passwords must be changed every (90) days or less and must not be stored in readable format on the computer or server.
- u. Contractor shall ensure that usernames for its staff authorized to access PII will be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
- v. Contractor shall ensure when no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the Personally Identifiable Information cannot be retrieved.
- w. Contractor shall ensure that all of its systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- x. Contractor shall ensure that all of its systems providing access to PII must display a warning banner stating, at a minimum that data is confidential; systems are logged, systems use is for business purposes only by authorized users and users shall log off the system immediately if they do not agree with these requirements.
- y. Contractor will ensure that all of its systems providing access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII. The audit trail shall be date and time stamped; log both successful and failed accesses be read-access only; and be restricted to authorized users. If PII is stored in a database, database logging functionality shall be enabled. The audit trail data shall be archived for at least three (3) years from the occurrence.
- z. Contractor shall ensure that all of its systems providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.

- aa. Contractor shall ensure that all data transmissions of PII outside of its secure internal networks must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used. Encryption can be end to end at the network level, or the data files containing PII can be encrypted. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- bb. Contractor shall ensure that all of its systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.
- cc. Contractor shall ensure that audit control mechanisms are in place. All Contractor systems processing and/or storing Personally Identifiable Information must have a least an annual system risk assessment/security review that ensure administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection. Review shall include vulnerability scanning tools.
- dd. Contractor shall ensure that all of its systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.
- ee. Contractor shall ensure that all of its systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.
- ff. Contractor shall establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
- gg. Contractor shall ensure its data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- hh. Contractor shall establish documented procedures to backup PII to maintain retrievable exact copies of PII. The documented backup procedures shall contain a schedule which includes incremental and full backups, storing backups offsite, inventory of backup media, recovery of PII data, an estimate of the amount of time needed to restore PII data.
- ii. Contractor shall ensure that PII in paper form shall not be left unattended at any time, unless it is locked space such as a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not

authorized to access the information. Locked spaces are defined as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use, meaning that there are Contractor's staff and non-Contractor functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.

- jj. Contractor shall ensure that any PII that must be disposed of will be through confidential means, such as cross cut shredding or pulverizing.
- kk. Contractor agrees that PII must not be removed from its facilities except for identified routine business purposes or with express written permission of the County.
- ll. Contractor shall ensure that faxes containing PII shall not be left unattended and fax machines shall be in secure areas. Faxes containing PII shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender. All fax numbers shall be verified with the intended recipient before send the fax.
- mm. Contractor shall ensure that mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery.

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

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

V. Permitted Uses and Disclosures of PII by Contractor

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

VI. Obligations of County

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

VII. Permissible Requests by County

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

VIII. Duties Upon Termination of Agreement

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

IX. Miscellaneous

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

Reservation of Right to Monitor Activities. County reserves the right to monitor the security policies and p