

**Agreement No.**

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE INSTITUTE ON AGING**

This Agreement is entered into this \_\_\_\_\_ 2026, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and The Institute on Aging, hereinafter called "Contractor."

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing Home Safe services.

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

**1. Exhibits and Attachments**

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

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit C—Performance Measure
- Attachment I—§ 504 Compliance

**2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in 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 Six Hundred and Fifty Thousand Dollars (\$650,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2026 through August 31, 2027.

**5. Termination**

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

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

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

## **6. Contract Materials**

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

## **7. Relationship to Parties**

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

## **8. Hold Harmless**

### **a. General Hold Harmless**

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

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

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

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

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

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

#### **1. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to

continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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

## **9. Assignability and Subcontracting**

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

## **10. Insurance**

### **10.1. General Requirements**

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

### **10.2. Workers' Compensation and Employer's Liability Insurance**

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

### **10.3. Liability Insurance**

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether

such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability..... \$1,000,000 , (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. 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. 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: Moony Tong/Deputy Director  
Address: 2000 Alameda De Las Pulgas, Suite 200, San Mateo, CA, 94403  
Telephone: (650) 670-5371  
Email: mtong@smcgov.org

In the case of Contractor, to:

Name/Title: Roxana Blades, Chief Financial Officer  
Address: 3575 Geary Blvd., San Francisco CA 94118  
Telephone: (415) 750-4101  
Email: rblades@ioaging.org

**19. Electronic Signature**

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

**20. 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.

**21. 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](http://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.

## 22. Health Insurance Portability and Accountability Act (HIPAA)

### 22.1. DEFINITIONS

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and 164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.

b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.

c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.

d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.

e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E. h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Business Associate from or on behalf of County.

i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.

j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.

k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI is *presumed* to be a breach, unless it can be demonstrated there is a low probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:

1. Nature and extent of PHI included, identifiers and likelihood of re-identification; 2. Identity of the unauthorized person or to whom impermissible disclosure was made; 3. Whether PHI was actually viewed or only the opportunity to do so existed; 4. The extent to which the risk has been mitigated.

**l. Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

**m. Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.

**n. Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

## 22.2. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.

c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.

d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.

e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.

g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.

i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in

a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.

j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.

k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.

n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.

o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.

q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

### 22.3. PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information 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.

#### 22.4. OBLIGATIONS OF COUNTY

- a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

#### 22.5. PERMISSIBLE REQUESTS BY COUNTY

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

#### 22.6. DUTIES UPON TERMINATION OF AGREEMENT

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

#### 22.7. MISCELLANEOUS

- a. **Regulatory References.** A reference in this Schedule to a section in the HIPAA 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 the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. **Survival.** The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Schedule 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 Business Associate.

## **23. Intellectual Property**

### **23.1. Intellectual Property Rights**

1. The County of San Mateo ("County"), shall and does own all titles, rights and interests in all Work Products created by Contractor and its subcontractors (collectively "Vendors") for the County under this Agreement. Contractor may not sell, transfer, or permit the use of any Work Products without the express written consent of the County.

2. "Work Products" are defined as all materials, tangible or not, created in whatever medium pursuant to this Agreement, including without limitation publications, promotional or educational materials, reports, manuals, specifications, drawings and sketches, computer programs, software and databases, schematics, marks, logos, graphic designs, notes, matters and combinations thereof, and all forms of intellectual property.

3. Contractor shall not dispute or contest, directly or indirectly, the County's exclusive right and title to the Work Products nor the validity of the intellectual property embodied therein. Contractor hereby assigns, and if later required by the County, shall assign to the County all titles, rights and interests in all Work Products. Contractor shall cooperate and cause subcontractors to cooperate in perfecting County's titles, rights or interests in any Work Product, including prompt execution of documents as presented by the County.

4. To the extent any of the Work Products may be protected by U.S. Copyright laws, Parties agree that the County commissions Vendors to create the copyrightable Work Products, which are intended to be work-made-for-hire for the sole benefit of the County and the copyright of which is vested in the County.

5. In the event that the title, rights, and/or interests in any Work Products are deemed not to be "work-made-for-hire" or not owned by the County, Contractor hereby assigns and shall require all persons performing work pursuant to this Agreement, including its subcontractors, to assign to the County all titles, rights, interests, and/or copyrights in such Work Product. Should such assignment and/or transfer become necessary or if at any time the County requests cooperation of Contractor to perfect the County's titles, rights or interests in any Work Product, Contractor agrees to promptly execute and to obtain execution of any documents (including assignments) required to perfect the titles, rights, and interests of the County in the Work Products with no additional charges to the County beyond that identified in this Agreement or subsequent change orders. The County, however, shall pay all filing fees required for the assignment, transfer, recording, and/or application.

6. Contractor agrees that before commencement of any subcontract work it will incorporate this **SECTION** to contractually bind or otherwise oblige its subcontractors and personnel performing work under this Agreement such that the County's titles, rights, and interests in Work Products are preserved and protected as intended herein.

## **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 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.

#### 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, 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

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 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.

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

a. Contractor shall report to County within one business day of discovery, to the County contact listed in this agreement by email or telephone as listed in the of unsecured PII, if that PII was, or is, reasonably believed to have been accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PII in violation of this Agreement, or potential loss of confidential data affecting this Agreement.

b. Contractor understands that State and Federal Law requires a breaching entity to notify individuals of a breach or unauthorized disclosure of their PII. Contractor shall ensure that said notifications shall comply with the requirements set forth in California Civil Code section 1798.29, and 42 U.S.C. section 17932, and its implementing regulations, including but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than sixty (60) calendar days.

c. Contractor agrees to promptly mitigate, to the extent practicable, any harmful effect that is known to Contractor stemming from a use or disclosure of PII in violation of the requirements of this Agreement, including taking any action pertaining to such use or disclosure required by applicable Federal and State laws and regulations.

#### 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.

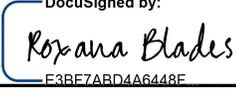
## **26. Disaster and Emergency Response Plans**

CONTRACTOR will develop and maintain a Disaster and Emergency Response Plan (“Emergency Plan”) that includes all of the elements set forth in this Section, as well as any additional elements reasonably requested by the County. The Emergency Plan will also include site-Specific emergency response plan(s) for each of the sites at which CONTRACTOR provides services pursuant to this Agreement (“Site Plans”). The Emergency Plan and associated Site Plans will address CONTRACTOR preparations to effectively respond in the immediate aftermath of a national, state or DocuSign Envelope ID: 797C21E2-D926-4A68-B270-AF46A01A743C local disaster or emergency (“Emergency Response”) and plans for the ongoing continuation of Services under the Agreement during and after a disaster or emergency (“Continuity of Operations”). CONTRACTOR shall submit the Emergency Plan to the County within thirty (30) days after the beginning of the Term of the Agreement and the Emergency Plan will be subject to the reasonable approval of the County. CONTRACTOR shall respond reasonably promptly to any comments or requests for revisions that the County provides to CONTRACTOR regarding the Emergency Plan. CONTRACTOR will update the Emergency Plan and associated Site Plans as circumstances warrant and shall provide County with copies of such updated plans. CONTRACTOR shall train employees on the Emergency Plan and the Emergency Plan will include a description of how employees will be trained. The Emergency Plan will indicate, in as much detail as reasonably possible, the categories of additional staff, supplies, and services that CONTRACTOR projects would be necessary for effective Emergency Response and Continuity of Operations and the costs that the CONTRACTOR projects it would incur for such additional staff, supplies and services. CONTRACTOR shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with, and following direction provided by, the County’s Medical Health Operational Area Coordinator (MHOAC). In the event that the CONTRACTOR is required to implement the Emergency Plan during the term of the Agreement, the parties will confer in good faith regarding the additional staff, supplies and services needed to ensure Emergency Response and/or Continuity of Operations owing to the particular nature of the emergency, as well as whether the circumstances warrant additional compensation by the County for additional staff, supplies and services needed for such Emergency Response and/or Continuity of Operations. CONTRACTOR shall reasonably cooperate with the County in complying with processes and requirements that may be imposed by State and Federal agencies (including, but not limited to the California Governor’s Office of Emergency Services and the Federal Emergency Management Agency) in connection with reimbursement for emergency/disaster related expenditures. In a declared national, state or local disaster or emergency, CONTRACTOR and its employees will be expected to perform services as set forth in the Agreement, including in the area of Emergency Response and Continuity of Operations, as set forth in the Emergency Plan and each Site Plan. CONTRACTOR shall ensure that all of its employees are notified, in writing, that they will be expected to perform services consistent with the Emergency Plan and each Site Plan.

SIGNATURE PAGE TO FOLLOW

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

For Contractor: The Institute on Aging

 <small>E3BE7ABD4A6448F</small>	1/23/2026	Roxana Blades
_____ 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 the payments set forth in Exhibit B, Contractor shall provide the following services:

### **Objective:**

Provide housing-related support to Adult Protective Service (APS) clients who are homeless or are at imminent risk of homelessness as a direct result of abuse, neglect, self-neglect or exploitation.

### **Eligibility:**

1. Is an APS client, is in the process of intake to APS or is an individual who may be served through a tribe, or tribal entity or agency, who appears to be eligible for APS. Home Safe (HS) services are not contingent upon the outcome of the APS investigation process for APS intake.
2. Is homeless or at imminent risk of homelessness as a result of elder or dependent abuse, neglect, or self-neglect as determined by APS.
3. Voluntarily agrees to participate in the program.
4. Priority should be given to APS clients who are at imminent risk of homelessness due to abuse, neglect, self-neglect, or financial Exploitation.

### **Homeless or at risk of homelessness means any of the following:**

1. An individual who lacks a fixed or regular night-time residence and either of the following applies:
  - a. The individual has a primary night-time residence that is a supervised publicly or privately operated shelter, hotel, or motel, designed to provide temporary living accommodations.
  - b. The individual resides in a public or private place not designed for, or ordinarily used as, regular sleeping accommodation for human beings.
2. An individual who is in receipt of a judgment for eviction, as ordered by the court. Official notice of an eviction is not required. This may also include individuals who have not yet received an eviction notice.
3. An individual who has received a pay rent or quit notice or who will otherwise imminently lose their primary night-time residence, which may include individuals who have not yet received an eviction notice, if all of the following are true:

Exhibit A B and C

- a. The right or permission to occupy their current housing or living situation will be, or there is credible evidence that it will be terminated within twenty-one days after the date of application for assistance.
  - b. A subsequent residence has not been identified or secured, including, but not limited to, an individual exiting a medical facility, long-term care facility, prison, or jail.
  - c. The individual lacks the resources or support network, including, but not limited to, family, friends, or faith-based or other social network, needed to obtain other permanent housing.
4. An individual who has a primary nighttime residence (owned or rented by the client or living in a home without paying rent, live in a shared housing situation with others, live in a hotel/motel as temporary shelter, or people who reside in a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings) or living situation that is either directly associated with a substantiated report of abuse, neglect, or financial exploitation or that poses an imminent health and safety risk, and the individual lacks the resources or support network needed to obtain other permanent housing. An unsafe living situation is not a direct result of a substantiated report of abuse, neglect, or exploitation.

**Compliance:**

**Contractor shall comply with Welfare and Institutions Code (WIC) Section 15770-15771 and Housing First requirements as described in WIC Section 8255 and 8256 as well as any other HS regulations.**

Contractors must notify Aging and Disability Services (ADS) in writing at least 45 days in advance of any temporary or permanent interruption or end to HS services for any reason.

Contractor shall provide:

**I. Services**

- A. **Provide Intensive Case Management services,** consistent with Housing First principles, offer assistance in achieving housing stability to individuals in need. Housing-related case management should include motivational interviewing and be consistent with a trauma informed approach. Housing First means that individuals should be connected to housing or housing supports immediately without preconditions,

Exhibit A B and C

services shall be voluntary, client choice shall be respected, and applicants shall not be rejected on the basis of income, past evictions, substance use, or any other behaviors that may indicate a lack of “housing readiness.” HS program needs to be operated in a manner consistent with Senate Bill 1380 and the core components of Housing First as enumerated in WIC Section 8255. Housing-related case management should be provided in a manner consistent and in coordination with the APS service plan and may include, but is not limited to, the following activities in relation to supporting HS clients achieve and maintain housing stability:

- coordinating all components of a client’s housing service plan.
- working with family and community to identify any and all available supports related to housing stability.
- providing various forms of in-depth problem solving related to housing stability.
- assisting clients in applying for other public assistance and benefits to support housing stability, including assistance in accessing rent relief programs such as ERAP (Emergency Rental Assistance Program).
- assisting clients in applying for any monetary benefits available if not already on benefits: VA, SSA, SSI, GA, CAPI.
- assisting clients in accessing medical, physical, and behavioral health services in order to support housing stability.
- connecting clients to advocacy programs, such as HDAP (Housing & Disability Advocacy Program), in order for HS clients to achieve or maintain housing stability.
- conducting follow-up check-ins with HS clients at the six- and twelve-month marks to provide a summary/report of six- and twelve-month outcomes.

HS housing related case management should complement but not replace or supplant traditional APS case management. Client participation in HS case management is voluntary, but a client may be disenrolled from HS if they refuse to work with contracted case manager or refuse to communicate. Clients should not be penalized, sanctioned, or disenrolled from HS due to failure to attend appointments or their inability to meet with a case manager.

**B. Housing Stabilization**

HS funding should be used to provide all HS clients with housing stabilization services specific to their unique needs.

Examples of housing stabilization services and assistance may include,

Exhibit A B and C

but are not limited to, any of the following:

- provision or connection to legal assistance.
- eviction prevention.
- tenant education.
- credit repair coordination.
- cleaning services.
- hazard removal.
- assistance with hoarding.
- home repairs or modifications.

HS may include a crisis intervention to address immediate health and safety issues related to housing. However, it is important to ensure clients are linked to longer term resources to avoid future housing-related health and safety risks.

Connections to behavioral health programs may also be critical housing stabilization services. Housing stabilization services should be offered to all clients whether they are looking to stabilize in their current housing to prevent homelessness, relocating to new housing, or transitioning to other permanent supportive housing programs through the local Continuum of Care or residential care placements for clients in need of a higher level of care. Outcome of the referral to all those programs will depend on programs capacity to accept new clients and should not be considered as the only quality indicator of contractor's service provision.

### **C Housing Navigation**

Housing navigation is a critical component of HS as it assists clients in finding, applying, securing, and moving into interim and permanent housing as needed.

Examples of housing navigation that should be provided as part of the HS program include, but are not limited to:

- landlord engagement, including outreach.
- searching for housing based on client's housing preferences and mobility needs.
- building a resource of available units and matching clients to unit availability; according to their preferences for both interim and permanent housing options.
- assistance in completing housing applications.
- connection to core agency for a Coordinated Entry System (CES) assessment if one has not been completed already or if

previous CES assessment was done more than six months prior to HS enrollment.

- following up with CES on client's status with any shelter beds or housing voucher program.
- coordination with the local public housing authority and advocating for availability of affordable housing vouchers for HS clients.
- assistance in completing an Assisted Living Waiver application when appropriate.
- ensuring quality of housing placements.
- assistance in making higher-level care placements, such as Adult Residential Facilities (ARFs) and Residential Care Facilities for the Elderly (RCFEs) or skilled nursing facilities, only when needed, and should be consistent with Olmstead principles.

#### **D. Housing Direct Financial Assistance**

Direct financial assistance represents all costs paid out on behalf of the client related to housing. Direct financial assistance should be maximized to ensure clients are provided housing or are prevented from entering homelessness as quickly as possible. Examples of direct financial assistance include, but are limited to, any of the following:

- costs associated with rental assistance or mortgage payments (including shallow subsidies and enriched services funding to residential adult and senior care facilities).
- shallow rent subsidies may be provided until another stream of financial assistance is available. Bridge funding for longer-term care such as enriched supportive services or auxiliary services in residential adult or senior care facilities when other funding is not available for this use. Higher care placements may include permanent supportive housing with intensive supportive services, ARFs, and RCFEs, skilled nursing facilities and should be consistent with Olmstead principles.
- rental backpay and arrearages.
- application fees.
- security deposits.
- first and last month's rent.
- housing rehabilitation and modification costs.
- interim housing including hotel/motel stays or master leased units. Clients should not stay in hotels over sixty (60) days. Contractor should find other housing options for clients after

sixty (60) days of hotel stay. Other guidelines around hotel stay include:

1. Clients who are declined by CES should not be eligible for hotel stays.
2. Clients who can pay for hotel stays should contribute to the hotel stay. A typical guideline is one third of their income should go to the hotel stay.
3. ADS will pay for hotel services if client does not have the funds. As stipulated between ADS and Institute on Aging (IOA), Contractor will not be responsible for the provision of this service, liability or related payments. Contractor will assist with coordination of temporary placement including but not limited to transportation or other transitional care needs intended to support access to services.
  - emergency shelter.
  - one-time emergency basic needs provided pursuant to evidence-based practices in homeless assistance and prevention.
  - provision of basic housing items and resources.
  - transportation vouchers related to housing needs.
  - costs associated with moving or relocating.

E. Connections to Longer-Term Supports

HS clients who require long-term support related to housing, such as supportive housing, should be referred to the local Continuum of Care (Core agency for CES assessment) for long-term services to promote housing stability. The HS program may serve clients through the interim, while awaiting services through the referral to the Continuum of Care, and HS should work in close coordination with other systems of care or complimentary programs. HS should also make referrals and coordinate services in order for clients to access physical and/or behavioral health assistance, as necessary and when appropriate. Other services such as IHSS, ECM (Enhanced Care Management), or other local OAA (Older American's Act) services should also be coordinated.

**II. Assessment Tools**

ADS APS/ Elder and Dependent Adult Protection Team (EDAPT) will conduct an assessment for eligibility and prioritization for HS prior to making the referral to the contractor. The contractor is required to use an internally developed assessment tool to document the client's needs applying social work principles in

Exhibit A B and C

general. The tool should incorporate principles such as harm reduction, racial equity, and reducing barriers to entry. HS WIC Section 15771 requires that an assessment tool be used to address an individual's housing needs and develop a plan to meet those needs. Contractor shall work with ADS to ensure data collection based on the assessment tools meet County and State guidelines.

Assessments should:

- be applied consistently across the program.
- incorporate factors that are evidence-based or promising best practices.
- delivered and framed in an easy-to-understand and trauma-informed manner that centers the client's needs, including triaging cases if the client is in crisis and/or hesitant to engage.
- adopt a racial equity lens and framework.
- reduce barriers to entry and participation to the degree possible.

**III. DETERMINATION OF ELIGIBILITY**

Eligibility will be determined by ADS. All cases referred to contractor will already have been determined as being eligible for HS. In general, APS clients who are homeless or at imminent risk of homelessness as a result of elder or dependent abuse, neglect, or financial exploitation, as determined by APS are eligible to receive HS services.

**IV. EVIDENCE-BASED PRACTICES**

Contractor shall follow Housing First and Housing risk screening as evidence-based practices.

**V. INTAKE PROCESS**

Contractor shall reach out to potential HS client within three business days after receiving referral from ADS. Contractor shall send progress report regarding client (if the client was contacted and status of services provided) within two weeks.

Contractor shall complete and send ADS the completed initial needs assessment and completed care plan within five weeks of referral. In addition, contractor Care Manager (CM) shall review and discuss Hotel Acknowledgement form with client.

**VI. PRIORITIZATION FRAMEWORK**

Prioritization is determined by ADS. Referral to Contractor will have

Exhibit A B and C

been screened and prioritized.

## **VII. DATA COLLECTION**

1. Contractor shall receive referrals from ADS through a County application and shall send information such as monthly invoices and invoice supporting documents to ADS.
2. Contractor shall send ADS an excel spreadsheet required by State with related data elements on a quarterly basis.
3. Submit monthly report with client service details and reason for lack of services if no service was provided for that month.
4. ADS may request to have Contractor send Case Notes from time to time.
5. Contractor shall consistently track progress on metric such as:
  - number of clients enrolled and duration of services.
  - types of assistance received by recipients.
  - housing status six months and one year after receiving assistance from the program.
  - number of clients housed at program exit, including type of housing such as assisted living, stable/permanent housing, etc.
  - number of clients housed six months and one year after clients exit program.
  - number of clients needing intensive case management.
  - number of clients who requested to terminate/discontinue receiving HS services.

Contractor shall conduct a six- and twelve-months follow-up from the date the client receives services. Contractor shall inform ADS of the results.

## **VIII. COMMUNICATION WITH CLIENTS**

Contractor shall disclose below information to clients at the beginning of client receiving HS services:

- program is voluntary and clients may exit the program at any time.
- client has the right to file a grievance with ADS by contacting Vianca Napoles ([vnapoles@smcgov.org](mailto:vnapoles@smcgov.org)) or Dyshun Beshears ([dbeshears@smcgov.org](mailto:dbeshears@smcgov.org)).
- contractor shall disclose below information to clients at the end of client receiving HS services:
  - a. contact information to San Mateo CES.
  - b. provide contact information and continue to receive community resources provided.

Exhibit A B and C

- c. encourage clients to participate in a satisfaction survey provided by ADS.

**IX. ADS' ROLE**

ADS shall provide below services prior to referring to Contractor:

- screening for HS eligibility.
- prioritization of cases.
- address issues related to suspected abuse and/or neglect. ADS may close the abuse/neglect case while HS case is still open. County and HS life cycle is independent of each other.
- coordinate with contractor CM for a warm hand off on HS case (phone call or a joint visit).
- complete hotel acknowledgement form, pending review of the form.
- ADS will remain involved with clients who need financial support with hotel stays. ADS will manage payments and liability related risks with hotels as part of their agreements with those vendors.

**X. SPECIAL CONDITIONS**

A HS client who is hospitalized will remain enrolled in the HS program for as long as there is a discharge date. If there is no discharge date within a week of the hospital admission, the HS case will be closed. Such disposition will be made in collaboration with APS/EDAPT.

**XI. CASE WORKER QUALIFICATIONS**

A HS case worker should possess knowledge of general social work principles, local resources with emphasis on homelessness systems; the principles of diversity, equity and inclusion; knowledge of the need of specific geographic areas in San Mateo County (costal and rural).

**XII. PAYER OF LAST RESORT MODEL**

Contractor shall use existing community resources and client's own funds to pay for client's expenses such as board & care or on-going occupational therapy before using HS Funds in the event that the lack of such services may put client in jeopardy for homelessness. Prior authorization from ADS is required for such expenses. Please note that Payer of last resort model will delay contract's ability to follow housing first approach to care and services.

### **XIII. RACIAL EQUITY**

HS program requires contractor to commit to addressing racial disproportionality for people experiencing homelessness and ensure equitable provisions of services for Black and Indigenous individuals and other people of color who are disproportionately impacted by homelessness. Contractor shall review demographic data of HS and APS clients and understand how program demographics compare to racial and ethnic makeup of low income and unhoused seniors and dependent adults in the community. Contractor shall review the following reports and resources related to racial equity.

Reports:

- racial Inequalities in Homelessness, by the Numbers - National Alliance to End Homelessness (NAEH).
- supporting Partnerships for Anti-Racist Communities (SPARC) Phase One Study Findings - Center for Social Innovation.
- a Brief Timeline of Race and Homelessness in America - Community Solutions.
- report and Recommendations of the Ad Hoc Committee on Black People Experiencing Homelessness - Los Angeles Homeless Services Authority Resources.
- racial equity toolkit: An Opportunity to Operationalize Equity - Local and Regional Government Alliance on Race and Equity (GARE).
- equity-based decision-making Framework - National Innovative Service.
- framework for an Equitable COVID-19 Homelessness Response - Housing Equity Framework.
- advancing Racial Equity through Assessments and Prioritization - U.S. Department of Housing and Urban Development.

### **XIV. OTHER REQUIREMENTS**

- IOA HS staff will participate in APS unit meetings on a as needed basis.
- IOA HS staff will attend in-service trainings. (Change Well state training) and/or partner engagement meetings.

Exhibit A B and C

- newly available resources should be shared during MDT meetings or via email.
- IOA will participate in HS Program Evaluation efforts with California Department of Social Services (CDSS) and/or contracted research team.
- clients in HS who are experiencing homelessness and require supportive housing be referred to the Continuum of Care (CoC) for longer term services to promote housing stability. (This is a CDSS requirement.)
- avoid non-compliance, which may include, but not limited to, failing to offer housing related supports and services as described in WIC Section 15771, or violating Housing First requirements as described in WIC Section 8255 and 8256 and further outlined in All County Letter 19-114.

#### **XV. TRANSITION REQUIREMENTS**

IOA HS program shall end its operation by June 30, 2027. Contractor shall begin transition activities sixty (60) days prior to June 30, 2027 to ensure an orderly wind-down of the HS program. Expenses through approved budget shall continue to be paid through August 31, 2027. To support this transition and ensure timely and appropriate care, Contractor shall not receive new client referrals during the last sixty (60) days of contract term except in the cases of emergencies or special conditions approved by San Mateo County.

## **EXHIBIT B**

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

### **I. PROVISIONS**

- A. Contractor shall submit a budget sheet segregated into direct and indirect costs and for the contract.
- B. Contractor shall maintain books, records, documents and other evidence pertaining to costs and expenses of the contract.
- C. Contractor's records shall be open for audit and review by ADS, state and federal agencies, including CDSS. Records shall be kept in the state of California for the retention period specified in the contract in accordance with state records retention regulations, Section 23-353.
- D. Firm-fixed price method of reimbursement is used for the purpose of HS.
- E. No out-of-state travel will be allowed.
- F. No food or beverages will be allowed under Overhead costs.

### **II. BUDGET (SEE NEXT PAGE)**

<b>Direct Program Services</b>		<b>BUDGET TERM (20-months from 1/1/2026- 8/31/2027)</b>
Manager	<b>10%</b>	\$26,416
Supervisor	<b>15%</b>	\$27,387
Care Manager #1	<b>100%</b>	\$118,560
Care Manager #2	<b>100%</b>	\$141,324
Program Coordinator	<b>15%</b>	\$19,231
<b>Fringe Benefits</b>		<b>\$83,229</b>
<b>Total Personnel Expenses</b>		<b>\$416,147</b>
Operating Expenses:		
Office Supplies		\$375
Travel		\$3,750
Occupancy		\$3,083
Equipment		\$1,667
Licenses & Fees		\$833
Meeting Expenses		\$271
Staff Training		\$270
Phone		\$1,870
Total Operating Expense		\$12,119
Total Direct Expense		<b>\$428,266</b>
<b>Overhead</b>	<b>15%</b>	<b>\$64,240</b>
Capital Expenditures		-
Housing and Other Services		\$157,494
Total Expenses		<b>\$650,000</b>

Exhibit A B and C

### III. PAYMENTS

#### A. Maximum Obligation

In any event, the maximum amount that ADS shall be obligated to pay for all services provided under this Agreement shall not exceed SIX HUNDRED AND FIFTY THOUSAND DOLLARS (\$650,000). Furthermore, ADS shall not pay or be obligated to pay more than the amounts listed for each component of service required under this agreement.

#### B. Invoice and Payment

Contractor shall be able to make budgetary changes with advanced notice to ADS. Administrative costs shall not exceed 15% of the budget.

Contractor will submit detailed invoices to ADS on a monthly basis after program activities take place. ADS reserves the right to deny invoices for which completed invoices or electronic files are not received. Invoices may be emailed to Vianca Napoles([vnapoles@smcgov.org](mailto:vnapoles@smcgov.org)) or Dyshun Beshears ([dbeshears@smvgov.org](mailto:dbeshears@smvgov.org)). These contacts are subject to change during the contract duration and Contractor will be notified accordingly.

Contractor shall supply monthly invoice by the fifteenth of the following month according to below guidelines:

1. Monthly invoice should be submitted with backup for expenses submitted for reimbursement. Each invoice will reflect the totality of the services rendered to the HS clients for the month.
  2. Receipts for Direct Financial Assistance shall be submitted along with invoices.
  3. If no costs were incurred for one month, please email and inform ADS that there is no invoice to be submitted for that month.
- C. Property (i.e. furniture) or equipment (computers, cameras, phones, etc.) purchase must be approved by ADS first prior to purchase for HS program. Three quotes must be submitted to ADS for procurement justification. Equipment purchase shall not exceed the amount indicated on budget.
- D. No matching is required for HS.

### IV. FISCAL MONITORING

Exhibit A B and C

- A. Contractor shall expend according to budget outlined in contract. If Contractor wishes to modify budget line items or amount, contractor shall obtain ADS approval first.
- B. Contractor shall submit ledger for HS program at six months, one year and end of contract.
- C. Contractor shall submit fiscal policy manual at six months.
- D. Contractor shall submit audited financial statement to ADS within thirty (30) days after Contractor's receipt of the auditor's report or nine months after the end of the audit period, whichever occurs first.
- E. Contractor shall submit backup documents for invoices as indicated under Payments section.
- F. ADS may perform fiscal site visit if deemed necessary.

**EXHIBIT C**  
**PERFORMANCE MEASURE**

Contractor shall meet the below performance measures for HS program:

- A. 100% of prioritized cases, marked by ADS/APS, will be responded to in an attempt to engage in housing stabilization and rehousing services via telephone within three business days (a voicemail left is counted as a contact) and will receive an in person visit within ten business days if client agrees. Contractor shall send progress report regarding client (if the client was contacted and status of services provided) within two weeks. Contractor shall complete and send ADS the completed initial needs assessment and completed care plan within five weeks of referral. Contractor shall send ADS an excel spreadsheet required by the State with related data elements on a quarterly basis (following deadlines mentioned above). Submit monthly report with client service details and reason for lack of services if no service was provided for that month. HS reports are to be completed by the fifteenth of each month, unless the fifteenth falls on a weekend and the HS report will be due on the following business day. Contractor shall connect with San Mateo homeless continuum of care, attend Multi-Disciplinary Team (MDT) meetings and Disciplinary Team meetings and interface with the SMC CES and use those resources as the client's needs call for it.
- B. Satisfaction survey created by contracted agency with results showing certain percentage of satisfaction rate with the service. ADS can encourage contractors to include questions on equity.
- C. 30% of served HS clients did not lose their housing due to HS Housing stabilization interventions.
- D. 40% of served HS clients gained financial ability/stability to keep themselves housed after receiving HS services.
- E. 30% of served HS clients found stable housing as a result of receiving HS services.
- F. Target one hundred and twenty (120) clients for the period of January 1, 2026 to June 30, 2027. Other metrics to meet State or County regulations/standards may be added but ADS will discuss with contractor prior to implementing the metrics.

Exhibit A B and C

## ATTACHMENT I

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

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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:**

Roxana Bladez

**Name of Contractor(s):**

Institute on Aging

**Street Address or P.O. Box:**

3575 Geary Blvd.

**City, State, Zip Code:**

San Francisco, CS 94118

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

**Signature:**

DocuSigned by:

*Roxana Blades*

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**Title of Authorized Official:**

CFO

**Date:**

1/23/2026

\*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."