

Agreement No. 25-75000-C00493

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND LIFEMOVES

This Agreement is entered into _____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and LifeMoves, 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 overflow emergency shelter services and intensive housing-focused case management for eligible families;

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 B1—Budget
- Exhibit C—Performance Reporting and Monitoring
- Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibits A and C, 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 MILLION, SIX HUNDRED THREE THOUSAND, THREE HUNDRED DOLLARS (\$6,603,300)**. 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 March 14, 2025 through June 30, 2027.

5. Termination

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

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

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

6. Contract Materials

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

7. Relationship to Parties

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

8. Hold Harmless

a. General Hold Harmless

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

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

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

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

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

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

9. Assignability and Subcontracting

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

10. Insurance

10.1. General Requirements

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

10.2. Workers' Compensation and Employer's Liability Insurance

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

10.3. Liability Insurance

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

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

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

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

11. Compliance With Laws

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

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

12. Non-Discrimination and Other Requirements

12.1. General Non-discrimination

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

12.2. Equal Employment Opportunity

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

12.3. Section 504 of the Rehabilitation Act of 1973

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

12.4. Compliance with County's Equal Benefits Ordinance

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

12.5. Discrimination Against Individuals with Disabilities

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

12.6. History of Discrimination

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

12.7. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Executive Officer the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases

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

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

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

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

13. Compliance with County Employee Jury Service Ordinance

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

14. Retention of Records; Right to Monitor and Audit

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

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

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

15. Merger Clause; Amendments

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

16. Controlling Law; Venue

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

17. Notices

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

In the case of County, to:

Name/Title: Amy Davidson/Director of Center on Homelessness

Address: 500 County Center, 1st Floor, Redwood City 94063

Email: adavidson@smcgov.org

In the case of Contractor, to:

Name/Title: Aubrey Merriman/Chief Executive Office
Address: 2550 Great America Way, Suite 201 Santa Clara, CA 95054
Telephone: 650-685-5880 ext 121
Email: amerriman@lifemoves.org

18. Electronic Signature

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

19. Payment of Permits/Licenses

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

20. Personally Identifiable Information

Requirements for County Contractors, Subcontractors, Vendors and Agents

20.1. Definitions

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

a. **"Assist in the Administration of the Program"** means performing administrative functions on behalf of County programs, such as determining eligibility for, or enrollment in, and collecting context PII for such purposes, to the extent such activities are authorized by law.

b. **"Breach"** refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to context PII, whether electronic, paper, verbal, or recorded.

c. **"Contractor"** means those contractors, subcontractors, vendors and agents of the County performing any functions for the County that require access to and/or use of PII and that are authorized by the County to access and use PII.

d. **"Personally Identifiable Information" or "PII"** is personally identifiable information that can be used alone, or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. PII may be electronic, paper, verbal, or recorded.

e. **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the County or County’s Statewide Automated Welfare System (SAWS) Consortium, or under the control of a contractor, subcontractor or vendor of the County, on behalf of the County.

f. **“Secure Areas”** means any area where:

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

20.2. Restrictions on Contractor re Use and Disclosure of PII

a. Contractor agrees to use or disclose PII only as permitted in this Agreement and only to assist in the administration of programs in accordance with 45 CFR § 205.50, *et seq.* and California Welfare & Institutions Code section 10850 or as otherwise authorized or required by law. Disclosures, when authorized or required by law, such as in response to a court order, or when made upon the explicit written authorization of the individual, who is the subject of the PII, are allowable. Any other use or disclosure of PII requires the express approval in writing by the County. No Contractor shall duplicate, disseminate or disclose PII except as allowed in this Agreement.

b. Contractor agrees to only use PII to perform administrative functions related to the administration of County programs to the extent applicable.

c. Contractor agrees that access to PII shall be restricted to Contractor’s staff who need to perform specific services in the administration of County programs as described in this Agreement.

d. Contractor understands and agrees that any of its staff who accesses, discloses or uses PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions available under applicable Federal and State laws and regulations

20.3. Use of Safeguards by Contractor to Protect PII

a. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides PII received from, or created or received by Contractor on behalf of County, agrees to adhere to the same restrictions and conditions contained in this Attachment PII.

b. Contractor agrees to advise its staff who have access to PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws and regulations.

c. Contractor agrees to train and use reasonable measures to ensure compliance by Contractor’s staff, including, but not limited to (1) providing initial privacy and security awareness training to each new staff within thirty (30) days of employment; (2) thereafter, providing annual refresher training or reminders of the PII privacy and security safeguards to all Contractor’s staff; (3) maintaining records indicating each Contractor’s staff name and the date on which the privacy and security awareness training was completed; and (4) retaining training records for a period of three (3) years after completion of the training.

d. Contractor agrees to provide documented sanction policies and procedures for Contractor's staff who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment when appropriate.

e. Contractor agrees that all Contractor's staff performing services under this Agreement sign a confidentiality statement prior to accessing PII and annually thereafter. The signed statement shall be retained for a period of three (3) years, and the statement include at a minimum: (1) general use; (2) security and privacy safeguards; (3) unacceptable use; and (4) enforcement policies.

f. Contractor agrees to conduct a background check of Contractor's staff before they may access PII with more thorough screening done for those employees who are authorized to bypass significant technical and operational security controls. Contractor further agrees that screening documentation shall be retained for a period of three (3) years following conclusion of the employment relationship.

g. Contractor agrees to conduct periodic privacy and security reviews of work activity, including random sampling of work product by Contractor's staff by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of County's programs and the use and disclosure of PII. Examples include, but are not limited to, access to data, case files or other activities related to the handling of PII.

h. Contractor shall ensure that PII is used and stored in an area that is physically safe from access by unauthorized persons at all times and safeguard PII from loss, theft, or inadvertent disclosure by securing all areas of its facilities where Contractor's staff assist in the administration of the County's programs and use,

disclose, or store PII.

i. Contractor shall ensure that each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee of Contractor and access is revoked.

j. Contractor shall ensure that there are security guards or a monitored alarm system at all times at Contractor's facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.

k. Contractor shall ensure that data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only those authorized by this Agreement. Visitors to any Contractor data centers area storing PII as a result of administration of a County program must be escorted at all times by authorized Contractor's staff.

l. Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which Contractor staff can transport PII, as well as the physical security requirements during transport.

m. Contractor shall ensure that any PII stored in a vehicle shall be in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.

n. Contractor shall ensure that PII shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.

o. Contractor shall ensure that all workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.

p. Contractor shall ensure that servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.

q. Contractor agrees that only the minimum necessary amount of PII required to perform required business functions will be accessed, copied, downloaded, or exported.

r. Contractor shall ensure that all electronic files, which contain PII data is encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.

s. Contractor shall ensure that all workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily. In addition, Contractor shall ensure that:

i. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.

ii. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.

iii. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.

iv. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.

t. Contractor shall ensure that all of its staff accessing Personally Identifiable Information on applications and systems will be issued a unique individual password that is a least eight (8) characters, a non-dictionary word, composed of characters from at least three (3) of the following four (4) groups from the standard keyboard: upper case letters (A-Z); lower case

letters (a-z); Arabic numerals (0-9) and special characters (!, @, #, etc.). Passwords are not to be shared and changed if revealed or compromised. All passwords must be changed every (90) days or less and must not be stored in readable format on the computer or server.

u. Contractor shall ensure that usernames for its staff authorized to access PII will be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.

v. Contractor shall ensure when no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the Personally Identifiable Information cannot be retrieved.

w. Contractor shall ensure that all of its systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

x. Contractor shall ensure that all of its systems providing access to PII must display a warning banner stating, at a minimum that data is confidential; systems are logged, systems use is for business purposes only by authorized users and users shall log off the system immediately if they do not agree with these requirements.

y. Contractor will ensure that all of its systems providing access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII. The audit trail shall be date and time stamped; log both successful and failed accesses be read-access only; and be restricted to authorized users. If PII is stored in a database, database logging functionality shall be enabled. The audit trail data shall be archived for at least three (3) years from the occurrence.

z. Contractor shall ensure that all of its systems providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.

aa. Contractor shall ensure that all data transmissions of PII outside of its secure internal networks must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256-bit encryption be used. Encryption can be end-to-end at the network level, or the data files containing PII can be encrypted. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.

bb. Contractor shall ensure that all of its systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

cc. Contractor shall ensure that audit control mechanisms are in place. All Contractor systems processing and/or storing Personally Identifiable Information must have a least an annual system risk assessment/security review that ensure administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection. Review shall include vulnerability scanning tools.

dd. Contractor shall ensure that all of its systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.

ee. Contractor shall ensure that all of its systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

ff. Contractor shall establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.

gg. Contractor shall ensure its data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.

hh. Contractor shall establish documented procedures to backup PII to maintain retrievable exact copies of PII. The documented backup procedures shall contain a schedule which includes incremental and full backups, storing backups offsite, inventory of backup media, recovery of PII data, an estimate of the amount of time needed to restore PII data.

ii. Contractor shall ensure that PII in paper form shall not be left unattended at any time, unless it is locked space such as a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information. Locked spaces are defined as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use, meaning that there are Contractor's staff and non-Contractor functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.

jj. Contractor shall ensure that any PII that must be disposed of will be through confidential means, such as cross-cut shredding or pulverizing.

kk. Contractor agrees that PII must not be removed from its facilities except for identified routine business purposes or with express written permission of the County.

ll. Contractor shall ensure that faxes containing PII shall not be left unattended and fax machines shall be in secure areas. Faxes containing PII shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender. All fax numbers shall be verified with the intended recipient before send the fax.

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

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

a. Contractor shall report to County within one business day of discovery, to the County contact listed in this agreement by email or telephone as listed in the of unsecured PII, if that PII was, or is, reasonably believed to have been accessed or acquired by an unauthorized person, any

suspected security incident, intrusion or unauthorized access, use or disclosure of PII in violation of this Agreement, or potential loss of confidential data affecting this Agreement.

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

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

20.5. Permitted Uses and Disclosures of PII by Contractor

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

20.6. Obligations of County

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

b. County shall notify Contractor of any changes in, or revocation of, permission by Individual to use or disclose PII, if such changes affect Contractor's permitted or required uses and disclosures.

c. County shall notify Contractor of any restriction to the use or disclosure of PII that County has agreed to in accordance with California Welfare and Institutions Code section 10850.

20.7. Permissible Requests by County

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

20.8. Duties Upon Termination of Agreement

a. Upon termination of the Agreement, for any reason, Contractor shall return or destroy all PII received from County, or created, maintained, or received by Contractor on behalf of County that Contractor still maintains in any form. This provision shall apply to PII that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the PII.

b. In the event that Contractor determines that returning or destroying PII is infeasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon mutual Agreement of the Parties that return or destruction of PII is infeasible, Contractor shall extend the protections of the Agreement to such PII and limit further uses and

disclosures of such PII to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such PII.

20.9. Miscellaneous

a. **Regulatory References.** A reference in this Attachment to a section in the Personally Identifiable Information Privacy Rule means the section as in effect or as amended, and for which compliance is required.

b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and in accordance 45 CFR § 205.40, *et seq.* and California Welfare and Institutions Code section 10850.

c. **Survival.** The respective rights and obligations of Contractor under this Attachment shall survive the termination of the Agreement unless and until the PII is destroyed or returned to the County.

d. **Interpretation.** Any ambiguity in any provision in this Attachment shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.

e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Contractor.


21. Rehabilitation Act of 1973

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

SIGNATURE PAGE TO FOLLOW

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

For Contractor: LifeMoves

<small>DocuSigned by:</small>  <small>E6B25E2DE4704EF</small>	1/14/2025	Aubrey Merriman
_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Exhibit A - Services

In consideration of the payments set forth in Exhibit B, Contractor will provide the services shown below for the Overflow Shelter Program (OSP) for eligible families.

The purpose of this Agreement is to provide overflow emergency shelter services and intensive housing-focused case management for eligible families in the manner described below.

A. Population Served & Eligibility:

1. Contractor will provide OSP to eligible families when shelters are at capacity. Eligible families include families experiencing unsheltered homelessness who have no other means of securing housing and who are requesting shelter, have been deemed eligible, and have been referred by the Diversion and Coordinated Entry System (DCES). Additional eligibility criteria for this program and any modifications to eligibility criteria will be established by HSA and shared with Contractor and with DCES for screening purposes.
2. Contract will also provide OSP for families and/or individuals that have been impacted by a disaster event, i.e. fire, flood, displacement due to a natural disaster when requested by HSA in writing. Eligibility and referral processes will follow the guidelines established by HSA.

B. Shelter Referrals:

1. Only accept families who have been referred by County via DCES. The only exception to this is if the shelter has received approval from the County for a modified referral process for a specific number of units.

C. Contracted OSP Units:

1. Provide a maximum of 20 hotel units for OSP family placements at a given time and 1 unit for case management as shown in the table below.
2. Contractor may not contract any unit to any other agency/funder.
3. Contractor may provide a designated number of OSP units in an alternate hotel location, upon written approval by the County.

Hotel	Family Units	Case Management Units
Vagabond Inn 1640 Old Bayshore Highway Burlingame, CA 94010	Maximum of 20	1

D. Shelter Services to be Provided:

1. Accept eligible clients referred from DCES, following the processes approved by HSA.
2. Communicate daily OSP occupancy changes with DCES and HSA, including notification of room availability, requests for referrals when rooms become available and notification of exits.
 - a) When there is an exit from OSP and a vacancy becomes available, OSP will

- share intake times with DCES for the same day if feasible or the following business day if same-day placements are not feasible.
- b) OSP to communicate all OSP exits to HSA within the same business day that the exit took place, or the next business day if an exit took place over the weekend/on a holiday.
 - c) Maintain the ability to receive referrals from DCES during regular business hours, with flexibility if there are rare circumstances where families cannot complete their initial intake during regular business hours.
3. Provide overflow shelter via hotel placements to the referred families.
 4. Provide shelter stay for the appropriate duration following OSP guidelines, generally until the household moves into permanent housing, is offered a space at a family shelter, or exits the program for another reason.
 5. Provide on-site case management during regular business hours, M-F.
 6. Maintain access to a maximum of 20 hotel shelter units for families and 1 additional unit for on-site case management services at a single hotel. If there are challenges in acquiring all rooms at a single hotel, OSP will consult with HSA before booking units at another hotel. The maximum number of hotel shelter units is subject to change. Program capacity will be established by HSA and communicated to OSP.
 7. Recruit and retain hotel(s) to participate in the program to ensure rooms are available for clients referred.
 8. Negotiate the rate of payments for hotels, to obtain the lowest costs.
 9. Complete all billing and payment to hotels. Coordinate with hotel staff on check-in, check-out, logistics, and any issues that occur.
 10. Monitor the program budget to ensure the program does not exceed the contract budget shown in Exhibit B1. If the Contractor is utilizing funds at a rate that could lead to available funds being fully expended prior to end of the Fiscal Year, the contractor will flag concerns to and request guidance from HSA.
 11. Be present at the hotel when families check in to conduct a program intake and complete a thorough walkthrough and assess and record the condition of the room.
 12. Provide a daily tracker each business day morning to HSA, and DCES detailing the number of current families in OSP, exits, and vacancies.
 13. Follow the check-in and check-out process as established by HSA.
 14. Follow daily room inspections and wellness checks as established by HSA.
 15. Follow the damages reporting process as established by HSA.
 16. Follow OSP program procedures as established by HSA.

E. Housing Focused Case Management and Service Linkage to be provided, Contractor will:

1. Conduct an initial case management meeting with each family within 48 business hours of OSP intake and begin the process of developing a housing-focused case plan addressing the current barrier.
2. Develop a written housing/case plan that addresses income, employment, housing, and other barriers within 2 weeks of OSP enrollment.
3. Provide intensive housing-focused case management services to all enrolled families with the goal of transitioning to permanent housing upon program exit:
 - a) Implement Housing First principles, focusing on addressing clients' housing needs and goals.
 - b) Develop a realistic housing-focused case plan along with the family, with

- the focus on returning to permanent housing (rental housing, shared housing, moving in with family or friends, etc.) as quickly as possible.
- c) Maintain frequent communication with the clients and respond to client needs.
 - d) Encourage families to explore all potential housing options available to them, even if the housing option is not their primary/preferred option, while encouraging them to continue to work towards their longer-term housing goals after their exit from OSP.
 - e) Promote a safe, healthy environment for all participants at all times.
 - f) Work collaboratively with any other programs/staff that are providing services to the client (e.g. Core Service Agency staff, rapid re-housing program case manager, Behavioral Health and Recovery Services).
 - g) Assist the client with connecting to other services as needed, such as public benefits, childcare programs, employment services, behavioral health services, and other services.
 - h) Verify that school aged children are enrolled in school and support families with school enrollment.
 - i) If the client identifies housing, assist the client with accessing available community resources for deposit assistance or other assistance needed.
 - j) If the family is transitioning into a family shelter program, collaborate with the family shelter program staff to assist with a smooth transition and the continuation of the family's housing-focused case plan.
4. Establish housing-focused case plans with each household. At minimum case plans will include the following topics:
 - a) Income: Assist with obtaining employment and/or completing applications for all available income including but not limited to public assistance programs, unemployment benefits, SSI/SSP, and SSDI.
 - b) Housing: Assist the family with developing and implementing their housing plan including sharing information about how to locate rental housing postings, affordable housing waitlists, housing voucher education, and other housing solutions. For any family who is matched to a housing voucher/housing intervention, assist the family with completing the application process and collaborate closely with the housing program. Case managers will work with families to establish realistic housing plans that can be achieved within the time frame of the program and will serve as a steppingstone out of the shelter. Include discussion of shared housing options and exploration of potential paths to moving in with family or friends.
 - c) Barriers: Assist families in overcoming obstacles/barriers that are preventing them from securing permanent housing including but not limited to citizenship, childcare, employment, and disability.
 - d) Any other areas that support a family's housing goals.
 - e) Due dates for each item included in the case plans.
 5. Follow all Case Management processes as outlined in the OSP Program Procedures as established by HSA.
 6. Develop and maintain a strong working relationship with hotel management and staff.
 7. Maintain strong communication with HSA staff, provide prompt updates when requested, and participate in regular check-ins with HSA.

8. Maintain close collaboration with the DCES program staff and all family shelter programs.
9. Provide a contact number for staff who are available during business hours and can receive referrals for the program following processes established by HSA.
10. Adhere to the OSP and DCES policies, processes, and eligibility criteria established by HSA.
11. Maintain resources to assist with the cost of transportation (may include various forms of transportation such as bus, taxi for medical or urgent needs, and other transportation options).
12. Participate in the Lifeline Transportation Program (LTP) for taxi vouchers, bus passes, and bus tickets, when that program is active and available.
13. Upon notification from DCES/County of a family shelter vacancy, Contractor will coordinate with the family and the family shelter to assist the family with moving as quickly as possible. Contractor will assist the family with moving into that family shelter.

F. Additional Responsibilities, Contractor will:

1. Provide services that are culturally appropriate to the populations served, including providing Contractor staff with ongoing training in housing-focused case management best practices, motivational interviewing, crisis intervention and de-escalation, and other topics related to the delivery of these services.
2. Provide services that are low barrier, meaning that participants are not screened out based on having too little or no income, having an active history of substance abuse, and/or having a criminal record with exceptions for state-mandated restrictions.
3. Collaborate with Community Overcoming Relationship Abuse (CORA) to determine the most appropriate housing or shelter plans for families who are experiencing or have experienced domestic violence.
4. Maintain language translation and interpretation resources to ensure that clients receive services and communication in the preferred language spoken by the client when case management staff cannot communicate effectively in the client's preferred language.
5. Maintain updated written program policies and procedures, and ensure policies and procedures are consistently implemented. The program will maintain written policies regarding services provided; assessment process; eligibility criteria for services; referral processes; customer service expectations; the client grievance process; incident reporting; personnel including hiring, training, and supervision/oversight; health and safety; sanitary handling and safe storage of food; client rights; child and elder abuse reporting; client confidentiality; and all other areas needed to ensure consistent, high-quality services. These policies and procedures will be reviewed with all staff upon hiring and regularly. Contractor will establish and implement processes to ensure ongoing compliance.
6. Maintain grievance policies available for clients.
7. Maintain timely, accurate client records of all clients served, including progress notes, client consent forms, and performance measure data in the Clarity System database (see Exhibit F). All services provided under the programs must be documented in the Clarity System.

8. Maintain a quality improvement plan utilizing a variety of sources of information and data, such as data on services and trends, performance measure data, client case reviews, customer feedback, staff input, stakeholder feedback, reviews of incidents and grievances, and data on community needs.
9. Regularly review the agency's data in the Clarity System for accuracy and completeness.
10. Provide reports to HSA as requested for tracking and budgeting purposes.
11. Immediately report critical incidents such as deaths, homicide, suicide, suicidal attempt, assault (to client and staff), and 911 calls for emergency responders (law enforcement, fire, paramedics) for OSP enrolled families to HSA contacts.
12. Provide Critical Incident Reports within 24 hours to the County and call out: death, homicide, suicide, suicide attempt, and assault (to client or staff), and 911 calls for emergency responders (law enforcement, fire, paramedics) for OSP enrolled families to HSA contacts.
13. Participate in point-in-time counts and surveys at the request of the County.
14. When requested by HSA in writing, the Contractor will provide OSP for families and/or individuals that have been impacted by a disaster event, such as a fire, flood, or displacement due to a natural disaster. If such event occurs, HSA will issue written OSP Disaster Services Guidance.

Exhibit B - Payments and Rates

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

Contractor will:

1. Invoice County for actual costs incurred based on the budget below for services shown in Exhibit A.
2. Contractor will invoice County for indirect costs using the 15% administrative rate, calculated off modified total direct costs. Documentation supporting these costs must be retained and made available for audit purposes.
3. Submit monthly invoices for the Overflow Shelter Program for Families by the 20th day of the month, for the prior month’s service (i.e., the March invoice is due April 20th). Due to the County’s year end close, the invoice for services rendered in June are due by June 20th (unless HSA provides a different due date in writing). Contractor invoices must be accompanied by a line-item accounting for monthly expenditures and evidence of work performed, or costs incurred, including methodology for calculating billed expenditures. County may request additional backup documents for expenses incurred for invoice processing. County reserve the right to withheld payment if the county determines there was insufficient backup documentation provided.
4. Submit detailed hotel records and folios to HSA for all hotel-based shelter services provided.
5. Submit invoices to Jennifer Valencia, jvalencia1@smgov.org, 650-802-7925 or the designated HSA contact.
6. If Contractor identifies a need to utilize any of the contingency funds, Contractor must submit written approval for the use of contingency funds and can only utilize any Contingency funds if approved in writing by HSA. See Exhibit B1- Contingency-Direct Client Costs line item.
7. Contractor will invoice OSP Disaster Services costs separate from other OSP costs.

County will:

1. Have the option to adjust funding across fiscal years and between program budgets and line items as agreed upon by both parties and approved by County in advance in writing as long as it does not exceed the total agreement obligation and as long as it complies with the grant/funding requirements.
2. Pay Contractor upon receipt and approval of invoices.

Program Budgets:

Program	FY 24-25	FY 25-26	FY 26-27	Total
OSP for Families	\$2,201,100	\$2,201,100	\$2,201,100	\$6,603,300
TOTAL	\$2,201,100	\$2,201,100	\$2,201,100	\$6,603,300

Exhibit B1 – Budget

Agency: LifeMoves		
Program: Overflow Shelter Program		
FY 24-25		
Line Item	Total Program Budget	
Revenue		
	\$ -	
Total Revenue	\$ -	
Expense		
Personnel Expense		FTE
	Program Costs	
Case Manager	\$ 107,555	1.5
Programmatic Specialist	\$ 35,852	0.5
Program Director	\$ 10,026	0.1
Fringe Benefits	\$ 62,140	
Subtotal Personnel	\$ 215,573	2.1
Direct Expenses		
Hotel Costs	\$ 1,239,431	
Client Assistance/Food	\$ 50,000	
Office Supplies	\$ 1,000	
Phone	\$ 840	
Travel and Auto	\$ 1,000	
Contingency-Direct Client Costs		
• Use of Contingency-Direct Client Costs line item requires written approval by HSA	\$ 660,920	
Subtotal Direct Expenses	\$ 1,953,191	
Operating Expenses		
	\$ -	
Subtotal Operating Expenses	\$ -	
Administrative Expense		
Administrative Expense	\$ 32,336	
Subtotal Administrative Expense	\$ 32,336	
Total Expenses	\$ 2,201,100	

Agency: LifeMoves		
Program: Overflow Shelter Program		
FY 25-26		
Line Item	Total Program Budget	
Revenue		
	\$ -	
Total Revenue	\$ -	
Expense		
Personnel Expense		FTE
	Program Costs	
Case Manager	\$ 107,555	1.5
Programmatic Specialist	\$ 35,852	0.5
Program Director	\$ 10,026	0.1
Fringe Benefits	\$ 62,140	
Subtotal Personnel	\$ 215,573	2.1
Direct Expenses		
Motel Costs	\$ 1,239,431	
Client Assistance/Food	\$ 50,000	
Office Supplies	\$ 1,040	
Phone	\$ 874	
Travel and Auto	\$ 1,040	
Contingency-Direct Client Costs		
• Use of Contingency-Direct Client Costs line item requires written approval by HSA	\$ 660,806	
Subtotal Direct Expenses	\$ 1,953,191	
Operating Expenses		
	\$ -	
Subtotal Operating Expenses	\$ -	
Administrative Expense		
	\$ -	
Administrative Expense	\$ 32,336	
	\$ -	
Subtotal Administrative Expense	\$ 32,336	
Total Expenses	\$ 2,201,100	

Agency: LifeMoves		
Program: Overflow Shelter Program		
FY 26-27		
Line Item	Total Program Budget	
Revenue		
Total Revenue	\$	-
Expense		
Personnel Expense	FTE	
	Program Costs	
Case Manager	\$	107,555
Programmatic Specialist	\$	35,852
Program Director	\$	10,026
Fringe Benefits	\$	62,140
Subtotal Personnel	\$	215,573
Direct Expenses		
Motel Costs	\$	1,239,431
Client Assistance/Food	\$	50,000
Office Supplies	\$	1,080
Phone	\$	900
Travel and Auto	\$	1,080
Contingency-Direct Client Costs		
• Use of Contingency-Direct Client Costs line item requires written approval by HSA	\$	660,700
Subtotal Direct Expenses	\$	1,953,191
Operating Expenses		
	\$	-
Subtotal Operating Expense	\$	-
Administrative Expense		
Administrative Expense	\$	32,336
	\$	-
Subtotal Administrative Expense	\$	32,336
Total Expenses	\$	2,201,100

Exhibit C – Performance and Reports

Quarterly reporting is a requirement for payment. Delays in the submission of complete reports will delay payments of invoices to Contractor.

A. Performance Measures, Contractor agrees to meet and report on the following:

Measure	FY24-25	FY 25-26	FY 26-27
	Target	Target	Target
Transfers to Shelter Percentage of families who transfer into a shelter (emergency/transitional shelter)	75%	75%	75%
Exits to Permanent Housing Percentage of families who exit the program into permanent housing	15%	15%	15%
Housing-Focused Case Plans Percentage of families with an established housing-focused case plan within 2 weeks of program enrollment	100%	100%	100%
Increased Employment Income Percentage of families with increased employment income	15%	15%	15%
Increased Non-Employment Income Percentage of families with increased non-employment income	10%	10%	10%

B. Reports, Contractor will:

1. In addition to the measures listed above, contractor will submit monthly reports along with monthly invoices by the 20th of each month for the previous month’s services.
2. Submit monthly and quarterly reports to County along with quarterly invoices. Reports will be submitted electronically to Jennifer Valencia at jvalencia1@smcogv.org or the designee.
3. **Monthly reports** will include the following information:
 - a. Number of families served during the reporting period
Number of unduplicated families served during the reporting period
 - b. Number of nights stayed in the hotel for each family served
 - c. Household Size
 - o Number of adults and children

d. Hotel used

4. Contractor will submit **quarterly reports following the measures listed in the table above** by the 20th of the month following the end of the previous quarter (ex: for services rendered from July to September, the report will be due October 20). Quarterly reports will include, but are not limited to, the following information:
 - a. Clarity Annual Performance Report (APR)
 - b. Narrative describing trends, successes, and challenges that attest to the performance measures reporting for the quarter.
 - c. Reporting will include the percentage and the numerator and denominator for performance measures that are a percentage.

5. Contractor will submit **annual program reports** by the 20th day after the end of the fiscal year (i.e. by July 20th of each year). The annual program report will provide year-end results for the performance measures and will include a narrative describing how performance measures were achieved and/or challenges in achieving the outcomes.

Reporting Period	Due Date
Q1 (July- September)	October 20 th
Q2 (October – December)	January 20 th
Q3 (January – March)	April 20 th
Q4 (April – June)	Reporting due July 20 th
Fiscal Year-End	Reporting due July 20 th

6. Contractor will provide the County with annual audited financial statements in accordance with generally accepted government auditing standards annually within nine months after the fiscal year-end (i.e. on March 30th of each year).

7. Provide County with additional data or reports requested, and/or retrieve reports from the County HMIS system, to understand client requests, services, and outcomes. Contractor will receive at least two weeks’ advance notice from County, unless County has an urgent programmatic need for expedited data/report.

C. Performance and Monitoring:

1. Participate in site review/contract compliance visits with county-designated staff. Visits will generally occur once per year, with increased frequency if areas of program improvement arise. Contractor will receive at least two weeks’ advanced notice unless there is an urgent programmatic need to expedite the process.

2. Participate in program evaluations and other analyses/evaluations of the homeless system conducted by the County.

D. Modification of Performance, Data or Reports:

1. The County can modify or add related performance measures, goals, and targets to meet its program goals. County will provide at least two weeks advance written notice unless County has an urgent programmatic need for expedited information.

ATTACHMENT I

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

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

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

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

- a. Employs fewer than 15 persons.
- b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

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

Signature:

Title of Authorized Official:

Date:

*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."