

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND REBUILDING TOGETHER PENINSULA

This Agreement is entered into this 15th day of May, 2023, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Rebuilding Together Peninsula, 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 developing and implementing a program to abate lead paint hazards.

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—Five Year Budget
- Attachment H—HIPAA Business Associate Requirements
- 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 MILLION FIFTY THOUSAND TWO HUNDRED FIFTY ONE DOLLARS (\$6,050,251). 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 May 15, 2023, through May 14, 2026. The parties may extend the term for an additional two years if the parties mutually agree in writing.

5. Termination

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

6. Contract Materials

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

7. Relationship of Parties

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

8. **Hold Harmless**

a. **General Hold Harmless**

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

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

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

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

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

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

9. **Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice. County approves the sub-contracting of lead inspectors (pre-/post-lead testing and development of lead remediation plans), lead remediation construction vendors, and relocation coordinator (to be determined at a later date). Contractor may manage sub-contractors within these program areas without County authorization.

10. **Insurance**

a. **General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance

has been approved by County’s Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor’s coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days’ notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers’ Compensation and Employer’s Liability Insurance

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

c. Liability Insurance

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

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

a. General Non-discrimination

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

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall 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.

h. Compliance with Living Wage Ordinance

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

13. Compliance with County Employee Jury Service Ordinance

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

14. Retention of Records; Right to Monitor and Audit

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

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

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

15. Merger Clause; Amendments

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

16. Controlling Law; Venue

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

17. Notices

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

In the case of County, to:

Name/Title: Donna Spillane, Lead Paint Hazard Program Coordinator
Address: 2000 Alameda de Las Pulgas, San Mateo CA 94403
Telephone: 650-502-2409
Email: dspillane@smcgov.org

In the case of Contractor, to:

Name/Title: Melissa Lukin, Executive Director
Address: 841 Kaynyne Street, Redwood City CA 94063
Telephone: 650-366-6597x222
Email: melissa@rebuildingtogetherpeninsula.org

18. Electronic Signature

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

19. Payment of Permits/Licenses

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

20. Reimbursable Travel Expenses

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

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County.

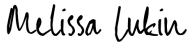
Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.

- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

* * *

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

For Contractor: **Rebuilding Together Peninsula**

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| <p>DocuSigned by:  <small>D35DA45767CD4C9</small></p> <hr/> <p>Contractor Signature</p> | <p>4/21/2023 1:33 PM EDT</p> <hr/> <p>Date</p> | <p>Melissa Lukin</p> <hr/> <p>Contractor Name (please print)</p> |
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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:

I. Pilot Program (May 15, 2023-May 14, 2024)

The first year of the contract will be dedicated to planning for and developing the lead paint hazard remediation program, and piloting the program in a limited number of homes with the goal of full program implementation by May 2024. Milestones include:

A. Hire Staff

| Role | Types of Services to be Provided |
|---|---|
| Director of Programs (.25 FTE) | <ul style="list-style-type: none"> ● Supervise the Lead Paint Project staff ● Ensure the project complies with the county's expectations and with Rebuilding Together Peninsula's mission and vision as well as its operational policies and procedures. |
| Project Coordinator (1.0 FTE as of March 2023 latest) | <ul style="list-style-type: none"> ● Provide overall project coordination ● Ensure appropriate sub-contracts and invoices are in place with lead inspector, construction, and relocation vendors including fair bidding/procurement process ● Coordinate outreach efforts and client application process ● Coordinate all aspects of projects from initiation and testing/lead inspection through remediation ● Prepare and validate data and reports ● Ensure appropriate controls and documentation are in place to avoid misappropriation of funds |
| Administrative Assistant (0.2 FTE in pilot; 0.5 FTE in program out years) | <ul style="list-style-type: none"> ● Scheduling ● Data entry and reporting ● Other administrative coordination as needed |
| Outreach Worker (0.5 FTE in program years) | <ul style="list-style-type: none"> ● Engage community partners. ● Recruit eligible homeowners. ● Solicit community input |
| Accounting Administrator (0.5 FTE in program years) | <ul style="list-style-type: none"> ● Process payments of invoices for subcontractors and related costs, ensuring proper back-up documentation. ● Prepare and track invoices and back-up documents for the County. |
| Relocation Coordinator (TBD- as agreed upon by Contractor and County) | <ul style="list-style-type: none"> ● Establish relationships with Relocation Service Providers to 1) determine relocation protocols, 2) ensure protocols are followed and, 3) reserve rooms for residents, as needed. ● Ensure the security of residents and their belongings. ● Coordinate with Project Coordinator, residents, and property owners regarding relocation and re-occupancy. ● Provide assistance to residents before, during, and after relocation. |

B. Establish sub-contracts

1. Lead Inspector - provide pre-and post-lead testing in homes and develop lead remediation plans which detail the construction work necessary to remediate the presence of lead paint in the home. Must be a separate sub-contractor than construction vendors.
2. Construction sub-contractors - Provide labor needed to complete remediation.
- C. Solicit community input, with an emphasis on racial equity (approach to be agreed upon by RTP and the County);
- D. Benchmark with other counties who have started similar programs with Lead Paint Settlement funds in order to learn best practices;
- E. Create, in collaboration with the County, criteria for resident program eligibility;
- F. Design forms (application, hold harmless, etc.) and workflows related to resident enrollment;
- G. Design criteria, forms, and workflows to manage resident relocation;
- H. Define the types of remediation work to be performed as agreed upon by the County.
- I. Create workflows for subcontractor payment, ensuring appropriate controls are in place to avoid misappropriation of funds;
- J. Determine if County Health should pursue separate contracts for additional outreach, advertising, and/or education;
- K. Determine if County Health should pursue separate contracts for workforce development (e.g. provide Lead-Related Construction training for general contracting firms and workers);
- L. Document any additional workflows and processes;
- M. Determine necessary data collection and format of quarterly reports.
- N. Select sub-contractors and manage execution of contracts according to terms agreed upon;
- O. Pilot the process on a sample of residences agreed upon by County by October 2023-December 2023, including:
 1. Outreach to the community to find residents and enroll them in the program;
 2. Administration of resident enrollment;
 3. Subcontract with an independent organization(s) to conduct lead pre- and post-testing and develop lead remediation plans (must be a separate sub-contractor(s) than lead remediation construction sub-contractors);
 4. Work with County to determine process for determining resident relocation costs (for residents and their belongings) while lead is remediated in the home, as needed;
 5. Lead remediation construction costs to address lead paint hazards as determined by the lead remediation plan, include but are not limited to:
 - (1) Interior paint
 - (2) Exterior paint
 - (3) Replacement of high friction surfaces such as doors and windows (including trim and flooring).

II. Program Implementation (May 15, 2024-May 14, 2028*)

- A. Continue program planning and development;
- B. Administration of resident enrollment;
- C. Outreach to secure participants and enroll them in the program;
- D. Subcontract with independent organization(s) to conduct lead pre- and post-testing and develop lead remediation plans (must be a separate sub-contractor(s) than lead remediation construction sub-contractors);
- E. Manage participant relocation (for residents and their belongings) while lead is remediated in the home, as agreed upon by County and Contractor;
- F. Lead remediation construction costs to address lead paint hazards as determined by the lead remediation plan, include but are not limited to:
 1. Interior paint
 2. Exterior paint
 3. Replacement of high friction surfaces such as doors and windows (including trim and flooring).
 4. Other repairs as agreed upon by Contractor and County

*May 2026-April 2028 assumes parties extend the Agreement as per Section 4.

III. Other Terms and Conditions

- A. Leveraging of Funds: It is anticipated that Contractor may braid Lead Funds into existing resident home repair projects funded through different means to increase the scope of a resident home repair project. This is allowable as long as costs and funding are transparently detailed, with Lead Funds solely used to remediate the presence of lead, and as allowed by other grantors.
- B. Eligibility for Remediation Projects: Criteria will be finalized during the planning process. It is anticipated that initial projects will be owner-occupied single-family homes, but may later include rental housing, group housing where children are present managed by other CBO's (e.g. domestic violence shelters), home-based daycare facilities, and other similar residential buildings. Eligibility for single family homes will likely focus on certain health equity zip codes around the County in addition to homes of children who have tested positive for elevated lead levels as reported to County Health.
- C. Use of Subcontractors: It is anticipated that Proposers will use subcontractors to perform services, particularly for lead remediation construction, pre- and post- lead testing/development of lead remediation plans (Lead Inspector), and resident relocation. Such use is allowable. A different sub- contractor must be used for pre- and post-testing/development of lead remediation plans (Lead Inspector) compared to actual construction work.
 - 1. California Health and Safety Code Requirements for Lead-Certified Professionals: State regulations require professionals involved in lead work such as the work proposed by County Health to have a California Department of Public Health Lead Certificate (CDPH). A list of these certified professionals is found on the CDPH webpage. The Lead Inspector must come from the CDPH lists. The Project Coordinator would ideally come from this list or plan to obtain a CDPH Lead Certificate during the pilot period. **REMINDER:** Pre-determining a team of these professionals is NOT part of the response to this solicitation for proposal. The selected vendor(s) will be developing policies and procedures that will guide the selection of lead-certified professionals with the approval of County Health.
- D. Reporting: The selected Proposer will be required to submit to the County Health at minimum quarterly reports on all activity and demographics including, but not limited to, the number and geographical distribution of applicants, pre- and post- lead testing results, number of residents relocated, types of construction services performed, detail of costs charged to County, and costs per unit.

E. Performance Measure

| Measure | May 2023- April 2024 | May 2024- April 2025 | May 2025- April 2026 | Future Years, per year* |
|--|-------------------------|-------------------------|-------------------------|-------------------------------|
| Minimum number of homes in which lead paint was abated | 3-5 | 10-15 | 15-20 | 20-25 |

*Future years assume parties extend the Agreement as per Section 4.

- F. Vehicles: It is anticipated Contractor will utilize funds paid to Contractor pursuant to the Agreement to acquire one (1) vehicle. Contractor will:
 - 1. Provide proof of automobile liability insurance covering all Contractor staff utilizing vehicles pursuant to this Agreement.
 - 2. Be responsible for all vehicle maintenance and repairs to be paid out of funds paid to Contractor pursuant to this Agreement.

3. Utilize and maintain vehicle assigned for lead paint hazard abatement activities.
4. Ensure vehicle receives routine maintenance as required by the manufacturer.
5. Maintain vehicle such that it remains in a safe, professional condition at all times. Records must be kept on all maintenance problems and mileage.
6. Ensure vehicle is kept clean on the inside and outside.
7. At the end of the contract period, County and Contractor will determine appropriate disposition of any vehicle acquired through this contract.

G. Office Space: It is anticipated Contractor will utilize funds paid to Contractor pursuant to the Agreement to fund office space for staff associated with this contract. In lieu of rent, Contractor may renovate existing owned office space and charge County for an agreed upon rent amount.

Exhibit B

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

I. Budget

A detailed proposed budget is included as Exhibit C. All funds paid to Contractor pursuant to this Services Agreement shall be used by the Contractor to meet its obligations herein.

- A. May 15, 2023- May 14, 2024: \$592,195
- B. May 15, 2024- May 14, 2025: \$1,296,926
- C. May 15, 2025- May 14, 2026: \$1,340,803
- D. May 15, 2026- May 14, 2027: \$1,386,435*
- E. May 15, 2027- May 14, 2028: \$1,433,892*

*Future years assume parties extend the Agreement as per Section 3 above.

I. Modifications to the Budget or Payments

Any changes to the budget in Exhibit C must be requested in writing to the County and approved in writing by the County. The "Other Costs" object is intended to provide flexibility to the contract as the program develops and expenditure of this object must be pre-approved by the County in writing.

III. Method of Payment and Invoicing

A. Within 20 business days of the end of each quarter, Contractor must submit an invoice of actual costs for provision of services provided in Exhibit A for the prior month.

- 1. For the month of June each year, early deadlines for invoices exist due to County fiscal year end accounting procedures. Specific dates for each fiscal year close will be confirmed in May of that year but are estimated around July 7th.
- 2. For the Fiscal Year of 2022-23, Contractor may submit one initial invoice to the County within two weeks of the execution of the agreement in the amount of \$65,000 as an advance payment for the fiscal year. The Contractor will reconcile this one-time advance payment on or before the June 2023 invoice.
- 3. A similar arrangement for an annual advance payment in July for each fiscal year will be in place for a maximum of a \$300,000 per fiscal year in July 2023. The Contractor will reconcile this annual advance payment on or before the annual June invoice.

B. Other than the advance payments in January of each year, which are reconciled by June of each year, Contractor will only invoice for actual costs.

C. Within 20 business days of the termination or expiration of the contract, Contractor must submit a final invoice and refund to County any advanced funds in excess of actual costs. In no event, however, shall County's annual fiscal obligation under this Agreement exceed the amounts noted in Exhibit B Section A. Budget 1. Fiscal Year and Amount.

D. Within 20 business days of the termination or expiration of the contract, Contractor must submit a final invoice and refund to County any advanced funds in excess of actual costs. In no event, however, shall County's annual fiscal obligation under this Agreement exceed the amounts noted in Exhibit B Section A. Budget 1. Fiscal Year and Amount.

E. 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 or credit a portion of such advance payments

to the County. Contractor is not entitled to payment for work not performed as required by this Agreement

F. Invoices including supporting documents are to be sent to:

Donna Spillane
San Mateo County Health
Lead Paint Hazard Program Coordinator
2000 Alameda de las Pulgas
San Mateo, CA 94403
dspillane@smcgov.org

G. All invoices should include back up documentation to substantiate work performed, including:

1. Timesheets
2. Copies of bills for operating expenses
3. Copies of bills for sub-contractors
4. Associated reports on performance metrics as agreed upon by Contractor and County
5. County may request supporting documentation on demand.

Exhibit C**Five Year Budget**

| Budget Category | Year 1 Budget | Year 2 Budget | Year 3 Budget | Year 4 Budget | Year 5 Budget |
|---|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| Personnel | \$138,160 | \$280,098 | \$291,302 | \$302,954 | \$315,072 |
| Operating Expenses | \$188,800 | \$136,800 | \$142,272 | \$147,963 | \$153,881 |
| Subcontracts | \$112,500 | \$562,500 | \$585,000 | \$608,400 | \$632,736 |
| <i>Subtotal</i> | <i>\$439,460</i> | <i>\$979,398</i> | <i>\$1,018,574</i> | <i>\$1,059,317</i> | <i>\$1,101,689</i> |
| Indirect Costs (12% of the above) | \$52,735 | \$117,528 | \$122,229 | \$127,118 | \$132,203 |
| Other Costs | \$100,000 | \$200,000 | \$200,000 | \$200,000 | \$200,000 |
| Total Expenditures | \$592,195 | \$1,296,926 | \$1,340,803 | \$1,386,435 | \$1,433,892 |

| | |
|-----------------------|--------------------|
| Total contract | \$6,050,251 |
|-----------------------|--------------------|

Attachment H

Health Insurance Portability and Accountability Act (HIPAA)

Business Associate Requirements

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.

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.

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.

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.

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.

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 Protection Health Information.

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.

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: | Melissa Lukin |
| Name of Contractor(s): | Melissa Lukin |
| Street Address or P.O. Box: | 841 Kaynyne Street |
| City, State, Zip Code: | Redwood City, CA 94063 |

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

| | |
|--------------------------------------|--|
| Signature: | <small>DocuSigned by:</small> <i>Melissa Lukin</i> <small>D35DA45767CD4C9...</small> |
| Title of Authorized Official: | Executive Director |
| Date: | 4/21/2023 1:33 PM EDT |

*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."