

Agreement No. 24-75100-C00401

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND THE SAN MATEO COUNTY
FAIR AND EXPOSITION ASSOCIATION**

This Agreement is entered into this Monday, July 1, 2024, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and the San Mateo County Fair and Exposition Association, 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 overnight inclement weather shelter services to ensure countywide access to homeless shelter services during significant weather conditions.

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

1. Exhibits and Attachments

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

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit C—Performance and Monitoring 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 Exhibits A, C, and Attachment I.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibits A, C, and Attachment I, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **ONE MILLION SIX HUNDRED SEVENTY-NINE THOUSAND, ONE HUNDRED AND NINE DOLLARS (\$1,679,109)**. 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 Monday, July 1, 2024, through Wednesday, 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. If the 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.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County. (This paragraph may be deleted without County Attorney Review if not relevant to 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.

12.8. Compliance with Living Wage Ordinance

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

paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

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: Selina Toy-Lee/Director of Collaborative Community Outcomes
Address: 1 Davis Drive, Belmont, CA, 94002
Telephone: (650) 868-6617
Email: stoy-lee@smcgov.org

In the case of Contractor, to:

Name/Title: Dana Stoehr/Chief Executive Officer
Address: 2495 S. Delaware Street San Mateo, CA 94403
Telephone: (650) 931-3305
Email: dstoehr@smcec.co

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. SB1383

20.1. Mandatory Paper Product Procurement Requirements

Contractor hereby certifies that they will satisfy the following requirements:

SB 1383 Compliant Invoicing and Record-Keeping

A. Contracts for products: With each purchase order, Contractor shall provide an invoice that details the paper products purchased by product description (i.e., brand, product, and/or model numbers), quantity, unit price, and total price to the County Department or Agency that submits the order.

B. Contracts for services: If the County purchases or is supplied with paper products from Contractor through an agreement for services, Contractor shall provide an invoice, at least quarterly, that details the paper products provided to the County by product description (i.e., brand, product, and/or model numbers), quantity, unit price, and total price.

SB 1383 Compliant Paper Products

A. All paper products offered, sold, or provided to the County pursuant to this Agreement shall conform to the following:

i. Paper products must consist of at least the minimum recycled content, by weight, post-consumer fiber per the table below:

Product Category	Product Type	Minimum Recycled Content
Office supplies	File folders, envelopes, index cards, cartons, wrapping, packaging, corrugated boxes	30%
Writing and printing papers	Copy, xerographic, watermark, cotton fiber, offset, note pads, printer, other uncoated writing papers	
Printed materials	Calendars, brochures, reports, magazines, publications, posters, newsprint, book paper, forms	
Janitorial supplies	Toilet paper	45%
	Paper towels, general purpose paper wipers	40%
	Toilet seat covers, facial tissue	30%
Foodware	Napkins, plates, bowls, cups, food trays, takeout boxes, placemats, etc.	40%
Other	All other paper products	30%

ii. Products shall be eligible for an unqualified recyclable label as defined in the Code of Federal Regulations Title 16, Section 260.12 unless eligibility is unable to

be determined due to lack of information required to make the determination. A product is eligible to be labelled with an unqualified recyclable label if recycling facilities are available to a substantial majority (at least 60 percent) of consumers or communities where the item is sold, and the entire product, excluding minor incidental components, is recyclable.

B. Paper products that do not meet the minimum recycled-content standard may be offered, sold, or provided to the County if comparable recycled-content products are not available at the same cost or within a 10% price preference compared to non-recycled product alternatives, or if the recycled-content products are not of the same fitness or quality as the non-recycled products.

C. Whenever possible, Contractor shall set ordering controls to ensure County personnel order compliant products that meet the requirements of this agreement.

Approved SB 1383 Compliant Paper Products

Contractor shall complete the following table with information on all paper products offered, sold, or provided to the County pursuant to this Agreement that meet the post-consumer recycled content and unqualified recyclable label requirements set forth herein. Add additional rows as needed.

During the term of the Agreement, the Contractor shall notify the County contract administrator when and if SB 1383 compliant paper products listed below are temporarily or permanently unavailable and timely suggest alternative compliant products.

Approved Compliant Paper Products

Product, Product Category, or Services	Detailed Item Description	Minimum or Exact Percentage of Post Consumer Recycled Fiber Content	Eligible for an Unqualified Recyclable Label (Yes/Unable to determine due to limited information)
<i>Example: Office Supplies</i>	<i>Printer Paper</i>	<i>30-100% post-consumer</i>	<i>Unable to determine due to limited information</i>

Approved Non-Compliant Paper Products

Contractor shall identify all paper products offered, sold, or provided to the County pursuant to this Agreement that do not meet either or both of the post-consumer recycled content or unqualified recyclable label requirement set forth herein by completing the table below. Add additional rows as needed.

Products not included in this table at the signing of this Agreement may be offered, sold, or provided to the County if written approval to do so is provided by the County contract administrator or County employee identified in the Notice section of the Agreement.

Contractor shall further inform the County, through the County contract administrator or County employee identified in the Notice section of the Agreement, when compliant products are available to replace Approved Non-Compliant Paper Products.

Approved Non-Compliant Paper Products

Product, Product Category, or Services	Detailed Item Description	Minimum or Exact Percentage of Post Consumer Recycled Fiber Content	Eligible for an Unqualified Recyclable Label (Yes/No/Unable to determine due to limited information)
<i>Example: Food Service Ware Paper Cups</i>		<i>10% post-consumer</i>	<i>Unable to determine due to limited information</i>

Contractor Explanation for Approved Non-Compliant Paper Products

Contractor shall provide an explanation and/or supporting documentation for the offering of all Approved Non-Compliant Paper Products listed above that do not meet the post-consumer recycled content or unqualified recyclable label requirements set forth herein. Explanations may include, but are not limited to, documenting limited or non-existent market availability, inadequate fitness or quality, or recycled products not being available for the same or less total cost of non-recycled products.

Contractor Explanation for Non-Compliant Paper Products

Example: Paper Cups offered because 30% post-consumer content alternative products are only available at a higher total cost.

County reserves the right to request additional information or an additional paper procurement reporting form if this attachment is found to be incomplete. More information on the County’s paper procurement policy can be found here:

<https://www.smcsustainability.org/sb1383procurementcompliance>

I agree to the terms of this attachment and certify that the above information is correct to the best of my knowledge.

Signature: 
Signed by:
2670494F2175410...

Name: Dana Stoeher

Date: 10/21/2024 | 4:18 PM PDT

20.2. Mandatory Recovered Organic Waste Product Procurement

Contractor hereby certifies that:

1. Any compost provided pursuant to this Agreement by the Contractor:

- a. was sourced from the list below or otherwise meets the requirements of [14 CCR Section 18993.1](#) and counts toward the County's CA SB 1383 procurement target; and
- b. is US Composting Council Seal of Testing Assurance (STA) certified, Organic Materials Review Institute (OMRI) certified or was produced at a community composting operation located within San Mateo County.

2. Any mulch provided by Contractor pursuant to this agreement was sourced from the list below or otherwise meets the requirements of [14 CCR Section 18993.1](#) and counts toward the County's CA SB 1383 procurement target.

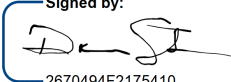
3. Any renewable natural gas made from recovered organic waste provided by Contractor pursuant to this Agreement was sourced from the list below or otherwise meets the requirements of [14 CCR Section 18993.1](#) and counts toward the County's CA SB 1383 procurement target.

A list of eligible compost, mulch, renewable natural gas products meeting the specifications of this Agreement can be found here: <https://www.smcsustainability.org/find-compost-mulch-rng-products>

Contractor shall provide County with documentation of all compost, mulch, and renewable natural gas product procurement and use completed pursuant to this Agreement quarterly using the Compost, Mulch, and Renewable Natural Gas Procurement Reporting Form found here: [Compost Mulch and Renewable Natural Gas Procurement Reporting Form](#)

County reserves the right to make changes to the reporting form and to request additional information. More information on the County's compost, mulch, and renewable natural gas procurement policy can be found here: <https://www.smcsustainability.org/sb1383procurementcompliance>

I certify that the above information is correct to the best of my knowledge and agree to provide the documentation as required above.

Signature: 
Signed by:
2670494F2175410...

Name: Dana Stoeher

Date: 10/21/2024 | 4:18 PM PDT

21. **Personally Identifiable Information**

Requirements for County Contractors, Subcontractors, Vendors and Agents

21.1. 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.

21.2. 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

21.3. 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 at least eight (8) characters, a non-dictionary word, composed of characters from at least three (3) of the following four (4) groups from the standard keyboard: upper case letters (A-Z); lower case letters (a-z); Arabic numerals (0-9) and special characters (!, @, #, etc.). Passwords are not to be shared and changed if revealed or compromised. All passwords must be changed every (90) days or less and must not be stored in readable format on the computer or server.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.

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

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

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

21.4. 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.

21.5. 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.

21.6. 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.

21.7. 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.

21.8. 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.

21.9. 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.


22. **Rehabilitation Act of 1973**

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

SIGNATURE PAGE TO FOLLOW

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

For Contractor: San Mateo County Event Center

Signed by:

2670494F2175410...

10/21/2024 | 4:18 PM PDT

Dana Stoeher

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 shall provide the following services:

I. BACKGROUND AND PURPOSE

Contractor will provide overnight inclement weather shelter services to ensure countywide access to homeless shelter services during significant weather conditions. Services include shelter operations and shelter facility health, safety, and disability accommodations; food services; as-needed service linkage; and additional related services as reasonably requested by County.

II. SERVICES TO BE PROVIDED

Once overnight inclement weather shelter services are activated at the Event Center, Contractor will:

A. Population to Be Served, Contractor will:

- 1) Accept referrals following the process established by the County, including participation in, and receiving referrals only from the County's Coordinated Entry System (CES) during daytime hours and only designated partners for after-hours placements, per the County's IWP After Hours Policy.
- 2) Work with HSA and other shelter partners if a more appropriate placement or shelter transition is necessary.
- 3) Provide homeless shelter services for Inclement Weather Program (IWP). The program will serve single adults, adult couples, and households with children. This includes homeless households who have various challenges with maintaining housing such as income levels, previous evictions, alcohol/ substance use issues, mental and physical health challenges, and/or other barriers to maintaining housing. Contractor shall follow the referral process established by County. Program participants will be San Mateo County residents at the time of program enrollment.

B. Program Philosophy and Design, Contractor will:

- 1) Develop, document, maintain, and update program policies and procedures to ensure homeless shelter program adheres to County principles and philosophies, as noted in the Event Center IWP Participant Agreement document.
- 2) Submit program operations manual to the County for approval prior to November 1, 2024. Submit any subsequent updates to the program operations manual to the County prior to implementation.
- 3) Submit a disaster response plan to the County for approval prior to November 1, 2024. Submit any subsequent updates to the disaster response plan to the County prior to implementation.

- 4) Accept clients who are referred via the County's Coordinated Entry System (CES) during daytime hours and via designated partners for after-hours placements, per the County's IWP After-Hours Policy, as long as the clients meet program eligibility criteria.
- 5) Employ Housing First principles and seek to reduce requirements that act as barriers to shelter services. Contractor will not deny admission based on conditions of sobriety and/or an expressed commitment to becoming sober, participation in supportive services or other programming, proof of employment or citizenship, ability to pay, etc.
- 6) Provide ongoing, comprehensive staff trainings on safety protocols and procedures, job functions and responsibilities, de-escalation techniques, emergency response protocols, and Housing First principles.
- 7) Assign/provide staff who are qualified and well-equipped for their given position. Staff shall be trained in and practice cultural competence and sensitivity.
- 8) Operate in compliance with the Department of Housing and Urban Development's (HUD) Equal Access to Housing Final Rule, ensuring that all individuals have equal access and accommodations to shelter, regardless of gender, gender identity, sexual orientation, and/or marital status.
- 9) Operate in compliance with the Violence Against Women Act (VAWA), ensuring that all survivors of domestic violence, dating violence, sexual assault, and/or stalking have equal access to protections and shelter, regardless of gender, gender identity, and/or sexual orientation.
- 10) Ensure overall safety and effectiveness of the program and facility/site.
- 11) Promote a safe, healthy, and welcoming environment for all clients during single and multi-day IWP activations.
- 12) Work collaboratively with any other programs/staff (e.g., outreach and CES) that are providing services to the client while in IWP including providing space until 9 am on deactivation dates for partners to engage and provide services to clients onsite
- 13) Ensure program rules and policies support clients with managing conflict and/or any other problems that may be presented during their shelter stay so that involuntary exits are a last resort strategy.

C. Shelter Facility: Health, Safety, and Disability Accommodations, Contractor will:

- 1) Uphold shelter standards and follow protocols to ensure shelter health and safety.
- 2) Provide a safe, welcoming environment for participants to stay during IWP activations.
- 3) Activate and open IWP shelter when HSA activates IWP. HSA will generally notify contractor 24 hours prior to IWP activation.
- 4) Provide adequate space for IWP in Cypress Hall including separate spaces for single adults and families. If Cypress Hall is unavailable, provide an alternative location onsite with similar space and facilities.
- 5) Provide continuous on-site staffing during IWP activations from 5 pm to 9 am for overnight activations, from 9 am – 5 pm for multi-day activations, until 9 am on the day of deactivation to respond to client situations and needs.
- 6) Schedule staff to work onsite and support IWP with a minimum of two staff onsite at any given time during activations.
- 7) Utilize Housing First, de-escalation techniques, and trauma-centered approaches to client services.
- 8) Comply with health and safety standards to ensure shelter residents are provided a safe, habitable environment.
- 9) Adhere to all applicable local, state, and federal safety and health guidelines and maintain agency policies and training to address safe food handling, injury and burn prevention, sanitation and hygiene, client health management, and staff health management.
- 10) Maintain process to thoroughly investigate any alleged incident involving clients. If an incident occurred, identify, and address any staffing, staff training, facility improvement, policy/protocol/procedure, or other changes necessary to address the incident and prevent future incidents.
- 11) Train staff on health and safety measures to effectively promote a desirable, safe environment for all shelter residents. This includes training on emergency situations, de-escalation, and crisis prevention.
- 12) Ensure that space is always available at the shelter for clients during the day for multi-day activations (daytime as well as evening and overnight).

- 13) Enact policies and procedures to prevent, identify, and address workplace violence and sexual harassment.
- 14) Follow Fair Housing rules and implement a set of policies and procedures to provide reasonable accommodations for households with disabilities.
- 15) Enact training, policies, and protocols to prevent violence, theft, and other incidents that put the safety and well-being of shelter clients and/or staff at risk.
- 16) Train staff on client confidentiality.
- 17) Utilize all available client beds.
- 18) Provide congregate shelter cot set up for up to 53 individuals including separate spaces for families and single adults.
- 19) Follow all additional shelter policies issued by the County.

D. Facility Operations and Maintenance, Contractor will:

- 1) Provide access to restrooms for program participants.
- 2) Provide staff and client furnishings, supplies, and equipment necessary to provide services. This includes any necessary technology (IT equipment).
- 3) Throughout contract term, repair or replace furnishings, supplies, and equipment as needed over time, based on damage or other issues that makes the item unusable. Costs for replacement items may be included in the budget.
- 4) Provide janitorial services at a level that ensures ongoing maintenance of all areas of the facility.
- 5) Ensure policies and procedures are enacted to maintain the facility and the site in good condition and follow all County-established procedures regarding maintenance and upkeep of the site.
- 6) Provide access to showers and laundry on multiple day activations.
- 7) Provide supplies including hygiene items, towels, shower shoes, mats, and other safety measures to avoid slips, trips, and falls in the restroom and shower area
- 8) Sub-contract with Dignity on Wheels to provide shower and laundry services on multiple day activations until the Event Center restroom shower construction project is complete, and the Event Center can

provide access to safe and reliable showers and laundry services onsite.

- 9) Program maintenance and repair of equipment and facilities utilized for IWP.
- 10) Provide program supplies including cots, pillows, pillowcases, sheets, blankets, hygiene kits, and emergency clothing for IWP participants.

E. Quality Assurance and Continuous Quality Improvement, Contractor will:

- 1) Conduct quality assurance and continuous quality improvement, including ongoing training, coaching, and internal review to ensure quality and consistency of services, and adherence to policies and procedures.
- 2) Conduct ongoing reviews of services and documentation of services and data quality.

F. Additional requirements, Contractor will:

- 1) Provide services that are culturally appropriate to the populations served, which means avoiding specific cultural celebrations and decorations and/or only offering specific food items that would be considered inappropriate in terms of service delivery to a diverse population of individuals.
- 2) Provide food for all clients, including two meals per day for an evening activation (dinner and breakfast) and three meals a day for multi-day activations.
- 3) Establish and maintain policies regarding service animals and pets in accordance with the County's Animal Policy for shelters. Maintain an area for pets on-site.
- 4) Conduct quality assurance and continuous quality improvement, including ongoing training, coaching, and internal review to ensure quality and consistency of services, and adherence to policies and procedures.
- 5) Establish and maintain structures for people with lived experience of homelessness, including past and current program participants, to provide input on program and agency operations, policies, and services, and on quality improvement strategies.
- 6) Provide services that are housing first-low barrier, meaning clients are not screened out based on having too little or no income, having active or history of substance abuse, a perceived "lack of motivation," and/or a lack of participation in shelter services/programs.
- 7) Complete a written incident report for each incident – including, but not limited to,

all program contacts with emergency personnel (Fire, Law Enforcement, and Emergency Medical Services), violence, threats of violence, possession of drug paraphernalia, slips and fall and other accidental injuries, abuse or neglect, and property damage.

- 8) Inform HSA immediately and provide Critical Incident Reports within 24 hours to HSA for any critical incident, including death, homicide, or suicide attempt, assault, or any other serious incident.
- 9) For other incidents (non-critical incidents), provide information and copies of incident reports weekly to HSA.
- 10) Participate in regular meetings with HSA.
- 11) Store footage from security cameras for at least 60 days. Provide copies and/or access to view camera footage to HSA upon request. Notify HSA via incident report whenever footage is requested by law enforcement.
- 12) Provide additional related services requested by County as agreed upon by both parties in writing.
- 13) Conduct a participant survey during each activation, as directed by HSA. Provide participants the option of responding electronically or on paper.

Exhibit B – Payments and Rates

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:

A. Contractor will:

1. Invoice County on a monthly basis for services shown in Exhibit A based on the allocation amounts/budget listed below. Invoices must be accompanied by a line-item accounting for monthly expenses and evidence of work performed, or costs incurred including but not limited to timesheets, copies of bills, or packing slips. All invoices must include any required backup documentation and reports (as listed in Exhibit C) and will be submitted electronically to Matthew Hayes at mhayes@smcgov.org or designee. Monthly invoices are due by the 20th of the month. Due to the County’s year end close, the invoice for services rendered in the 4th quarter are due by June 20th with reporting due on July 20th. Invoices shall be itemized and include at a minimum the following information:
 - a. Vendor address
 - b. HSA administrative address: 500 County Center, 1st Floor, Redwood City, CA 94063
 - c. Remit payment address
 - d. Agreement number
 - e. Date(s) of service
 - f. Cost of service(s)
 - g. “See attached” – if/when back up documentation or reports are provided in addition to the invoice.

2. Contractor will invoice County for indirect costs using the 15% de minimis rate, calculated off modified total direct costs. Documentation supporting these costs must be retained and made available for audit purposes.

3. Allocation Amounts:

Expense	FY24-25	FY25-26	FY26-27
Personnel	\$267,143	\$267,143	\$267,143
Operating	\$252,489	\$252,489	\$252,489
Administrative	\$40,071	\$40,071	\$40,071
Total	\$559,703	\$559,703	\$559,703

4. Requests to revise the line-item budget included in this Agreement must be submitted to the County for approval. Revision requests must be submitted electronically to Matthew Hayes at mhayes@smcgov.org or designee.

B. County will:

1. Pay Contractor upon receipt and approval of invoices, including supporting/backup documentation and any required reports.
2. Have the option to adjust costs accordingly across line items and fiscal years to meet program goals as agreed upon by both parties in writing, as long as it does not exceed the total obligation amount.

Exhibit C - Reporting and Monitoring Requirements

Monthly Performance Reporting is a requirement of payment. Delays in submission of complete reports will delay payments of invoices to Contractor.

A. Performance Measures

Measure	FY 24-25 Targets	FY 25-26 Targets	FY 26-27 Targets
Customer Service- Experience Percent of participants who report a positive experience with the IWP.	90%	90%	90%
Customer Service- Safe Environment Percent of participants who report a safe, clean environment at the IWP.	95%	95%	95%
Referral Acceptance Percent of eligible IWP referrals received from CES during operating hours until full capacity is reached	100%	100%	100%

B. Outcomes and Reporting, Contractor will:

1. Track client data and provide monthly Performance Reports by the 20th of each month following the prior months' service unless a funding source requires a different timeline.
2. Reports will be submitted electronically to Matthew Hayes (mhayes@smcgov.org) or designee. Reports will include at a minimum the following information:
 - a. Number of clients served during the reporting period
 - b. Performance measure report (results for performance measures listed in table above for the previous month and for fiscal year-to-date)
3. Submit an annual program report within 20 days of the end of the fiscal year. Annual program report will provide information on the impact that shelter services had throughout the entire service year, narrative describing trends, successes, and challenges, annual results for each performance measure, and the results of the annual client satisfaction surveys.
4. Provide County with annual audited financial statements in accordance with generally accepted government auditing standards within nine months after the fiscal year end.
5. Provide a summary of each activation night, including the following data:
 - a. Total number of individuals served on each activation night
 - b. Occupancy rate, the ratio of occupied beds to the total number of available beds, per activation night.
 - c. Total number of households served on each activation night

- d. Number of adult-only households served on each activation night
 - e. Number of family households served on each activation night
 - f. Detailed check-in registration list with client information (excel and PDF versions)
6. Provide County with additional data or reports requested to understand client requests, services, and outcomes. Contractor will receive at least two weeks advanced notice from County, unless County has an urgent programmatic need for expedited data/report.

C. Performance and Monitoring, Contractor will:

- 1. Participate in Site Review/Contract Compliance Visits with County designated staff. Contractor will receive at least two weeks' advance notice unless there is an urgent programmatic need to expedite the process.
- 2. Participate in program evaluations and other analysis/evaluations of the homeless system conducted by County.

D. Modification of Performance, Data or Reports, County will:

- 1. Have the option to 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:

Signed by:

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Title of Authorized Official:

CEO

Date:

10/21/2024 | 4:18 PM PDT

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