

**Agreement No. 25-75100-C00722**

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND EQUITABLE SOCIAL SOLUTIONS**

This Agreement is entered into this \_\_\_\_\_ by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Equitable Social Solutions, 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 homelessness prevention assistance to help people at risk of experiencing homelessness to remain in permanent housing and prevent them from entering homelessness.

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

**1. Exhibits and Attachments**

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

Exhibit A—Services

Exhibit B—Payments and Rates

Exhibit C—Performance Measure and Reporting Requirements

Attachment I— Section 504 of the Rehabilitation Act

**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 TWO HUNDRED TWENTY-FIVE THOUSAND DOLLARS (\$225,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2025 through June 30, 2026.

## **5. Termination**

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

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

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

## **6. Contract Materials**

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

## **7. Relationship to Parties**

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

## **8. Hold Harmless**

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

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this

Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

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

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

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

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

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

## **9. Assignability and Subcontracting**

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

## **10. Insurance**

### **10.1. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage. Contractor agrees to notify County in the event coverage is cancelled and not replaced with same or broader coverage.

### **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. Blanket endorsements requiring a written contract shall be acceptable.

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

## 11. **Compliance With Laws**

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

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

## **12. Non-Discrimination and Other Requirements**

### **12.1. General Non-discrimination**

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

### **12.2. Equal Employment Opportunity**

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

### **12.3. Section 504 of the Rehabilitation Act of 1973**

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

### **12.4. Compliance with County's Equal Benefits Ordinance**

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

### **12.5. Discrimination Against Individuals with Disabilities**

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

### **12.6. History of Discrimination**

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

#### **12.7. Reporting; Violation of Non-discrimination Provisions**

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

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

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

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

#### **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: Amy Davidson, Director, Center on Homelessness  
Address: 500 County Center, Redwood City, CA 94063  
Telephone: 650-670-2546  
Email: [adavidson@smcgov.org](mailto:adavidson@smcgov.org)

In the case of Contractor, to:

Name/Title: Arbor E&T, LLC Attn: Legal Department  
Address: 9510 Ormsby Station Rd., Ste. 104, Louisville, KY 40223  
Email: [contracts@equusworks.com](mailto:contracts@equusworks.com)

## **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. Indirect Costs**

### **19.1. Indirect Costs (County De Minimis)**

The County's De Minimis indirect cost rate shall apply for indirect costs paid to Contractor under this Agreement. The De Minimis indirect cost rate is calculated as up to 15% of the Modified Total Direct Costs ("MTDC"). MTDC means all direct salaries and wages, applicable fringe benefits, materials and supplies, services, travel, and up to the first \$50,000 of each subaward (regardless of the period of performance of the subawards under the award). MTDC excludes equipment, capital expenditures, charges for patient care, rental costs, tuition remission, scholarships and fellowships, participant support costs, and the portion of each subaward in excess of \$50,000. While Contractor will not be required to submit documentation supporting indirect costs with their invoices, Contractor shall maintain such documentation for audit purposes for the retention period set forth in this Agreement.

## **20. Personally Identifiable Information**

### **Requirements for County Contractors, Subcontractors, Vendors and Agents**

#### **20.1. Definitions**

Personally Identifiable Information (PII), or Sensitive Personal Information (SPI), as used in Federal information security and privacy laws, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in



context. PII may only be used to assist in the administration of programs in accordance with 45 C.F.R. § 205.40, *et seq.* and California Welfare & Institutions Code section 10850.

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

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

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

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

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

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

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

## 20.2. Restrictions on Contractor re Use and Disclosure of PII

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

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

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

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

### 20.3. Use of Safeguards by Contractor to Protect PII

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

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

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

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

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

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

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

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

disclose, or store PII.

- i. Contractor shall ensure that each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee of Contractor and access is revoked.
- j. Contractor shall ensure that there are security guards or a monitored alarm system at all times at Contractor's facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.
- k. Contractor shall ensure that data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only those authorized by this Agreement. Visitors to any Contractor data centers area storing PII as a result of administration of a county program must be escorted at all times by authorized Contractor's staff.
- l. Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which Contractor staff can transport PII, as well as the physical security requirements during transport.
- m. Contractor shall ensure that any PII stored in a vehicle shall be in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.
- n. Contractor shall ensure that PII shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- o. Contractor shall ensure that all workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bits.
- 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 bits.
- 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 ended 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.

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

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

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

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

#### 20.5. Permitted Uses and Disclosures of PII by Contractor

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

#### 20.6. Obligations of County

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

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

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

20.7. Permissible Requests by County

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

20.8. Duties Upon Termination of Agreement

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

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

20.9. Miscellaneous

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

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

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

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

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

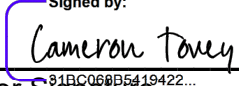
21. **Rehabilitation Act of 1973**

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

SIGNATURE PAGE TO FOLLOW

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

For Contractor: Equitable Social Solutions

<div>Signed by:  81BC068B5419422...</div>	<div>5/29/2025</div>	<div>Cameron Tovey</div>
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board



## **Exhibit A**

In consideration of payments as shown in Exhibit B, and subject to the terms and conditions of the agreement, Contractor shall provide the following services.

### **I. Purpose**

The goal of homelessness prevention assistance is to help people at risk of experiencing homelessness to remain in permanent housing and prevent them from entering homelessness.

The Housing and Disability Advocacy Program (HDAP) Homelessness Prevention Assistance program will provide financial assistance for housing stabilization, including assistance for rent, utility arrears, and move-in costs, benefits advocacy services, and housing-focused case management services. The goal is to assist eligible people who are at risk of experiencing homelessness with stabilizing in permanent housing and preventing as many households as possible from entering into homelessness.

### **II. Services to be Provided**

#### **A. Population to Be Served**

The target population for HDAP Homelessness Prevention Assistance are people who are at risk of experiencing homelessness and who meet the HDAP eligibility criteria. The HDAP Homelessness Prevention Assistance program can serve any eligible household, including single adults, couples, families with children, and transition-age youth.

To be eligible to be served by this HDAP program, at least one member of the household must be eligible to receive disability benefits (i.e., Supplemental Security Income/State Supplementary Program for the Aged, Blind, and Disabled (SSI/SSP), the federal Social Security Disability Insurance (SSDI) program, and the Cash Assistance Program for Immigrants (CAPI) and must not currently receive those benefits. HSA may also implement additional eligibility or prioritization factors such as setting a maximum household income as an eligibility factor or prioritizing households below a specific income threshold.

A person is defined as “at risk of homelessness” when they:

1. Are experiencing housing instability that places them at risk of homelessness or unnecessary institutionalization in the absence of HDAP assistance;
2. Have no subsequent permanent residence secured; and
3. Lack resources or support networks needed to stabilize their unique housing situation and secure subsequent permanent housing.

The population to be served includes persons with long histories of housing instability and/or homelessness, disabilities, little to no income, evictions, criminal convictions, alcohol or substance use issues, mental and physical health challenges, and/or other barriers to maintaining housing.

#### **B. Program Design and Implementation**

In its implementation of the HDAP Homelessness Prevention Assistance program, the Contractor will:

1. Develop, document, maintain and update program policies and procedures that ensure the HDAP Homelessness Prevention Assistance program adheres to County principles and funding requirements.
2. Provide ongoing training for Contractor's staff on HDAP eligibility requirements, services, and processes.
3. Accept referrals via the processes approved by County, so long as the clients meet program eligibility criteria.
4. Assess clients upon referral for the sole purpose of informing clients' immediate needs and program eligibility.
5. Employ Housing First principles and seek to reduce requirements that act as barriers to homeless services. Contractor will not deny a household's enrollment 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, etc.
6. Provide ongoing, comprehensive trainings to Homelessness Prevention Assistance staff on safety protocols and procedures, job functions and responsibilities, de-escalation techniques, client services approaches (i.e., motivational interviewing) and emergency response protocol, 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. Implement appropriate screening processes for all staff, volunteers, and others at the program office who interact with clients or have access to client information.
9. Maintain writing documentation of policies and procedures, update program policies and procedures as needed, and provide copies of all to the Center on Homelessness upon request.
10. Participate in program and/or systemwide evaluations as requested by the County.
11. Abide by any changes made by the County to the program processes.

### **C. Homelessness Prevention Assistance**

In its implementation of the HDAP Homelessness Prevention Assistance program, the Contractor will:

1. Provide financial payments on behalf of eligible households for rent, move-in costs, utility payments, and other costs related to housing stability in order to prevent homelessness.
2. Remove barriers to housing stability that can be addressed by time-limited financial payments that are tailored to the specific needs of the household.
3. Establish and maintain comprehensive policies and procedures regarding the referral and eligibility verification process for clients (including what documents clients are required to submit for each type of financial assistance), process for reviewing, prioritizing, approving referrals, tracking all requests and funds distributed, accounting for all transactions, and compliance with all HDAP requirements, applicable tax regulations, accounting standards, and audit requirements.
4. Collaborate with the network of safety net service providers known as Core Services Agencies, who will be the entry point for access to this program, and evaluate all referrals received from the Core Services Agencies to determine program eligibility. Below is the chart of current Core Service Agencies and their service areas.

Core Service Agency	Service Area
City of Daly City – Daly City Community Service Center	Daly City, Colma, and Broadmoor
City of Redwood City – Fair Oaks Community Center	Redwood City, Atherton, North Fair Oaks, Portola Valley, and Woodside
Coastside Hope	Montara, Moss Beach, El Granada, and Half Moon Bay
Pacifica Resource Center	Pacifica
Puente de la Costa Sur	La Honda, Loma Mar, Pescadero, and San Gregorio
Samaritan House	Belmont, Burlingame, Foster City, Hillsborough, Millbrae, San Carlos, and San Mateo
Samaritan House South	East Palo Alto, Menlo Park
YMCA Community Resource Center	Brisbane, San Bruno, and South San Francisco

5. Aim to complete eligibility verification and enrollments quickly and to issue initial payments as quickly as possible while ensuring all eligibility factors are confirmed and documented.
6. Issue financial assistance in accordance with the program's policies for disbursing funding.
7. Provide homelessness prevention rent payment assistance towards housing stability for 1-11 months continuously (may be partial rent payments), payment for utilities arrears, and/or other point-in-time payments for costs related to housing stability. Some examples of eligible households include persons renting a unit and facing eviction for nonpayment of rent, households significantly behind on utility payments, and household who have not received an eviction notice but are behind on rent.
8. Provide payments for move-in costs for clients relocating or otherwise moving into permanent housing, including payments toward deposits and/or first month's rent costs or other move-in expenses for a housing unit (apartment, rented room, etc.) for which the household has signed a lease or has been accepted as a tenant and will sign the lease as soon as the deposit and first month's rent is available.
9. Provide homelessness prevention services with the goal that at the end of the assistance period the household is stably housed. Being stably housed can include remaining housed in their current housing situation, moving in to new, lower cost housing, renting a room, living with a roommate, etc., where the household has sufficient income and/or in-kind benefits to cover ongoing rent and basic needs.
10. Develop and implement processes to ensure that there is no duplication of assistance for the same need with other County-funded homelessness prevention and emergency financial assistance programs (i.e., that a household is not being provided with assistance twice for the same need over the same time period). This may involve developing and implementing client consents to share information.

#### **D. Housing-Focused Case Management**

In its implementation of the HDAP Homelessness Prevention Assistance program, the Contractor will:

1. Engage participants in voluntary case management and service participation by creating an environment in which the services are client-driven.
2. Develop individual service plans, with client participation, covering goals related to ongoing housing stability, including evaluation of the feasibility of continuing in current housing, and consideration of all possible strategies to assist with ongoing housing stability, including increasing income, connecting to benefits (CalFresh, etc.), vocational training programs, exploring roommates/shared housing, moving to a lower cost unit, moving in with relatives or friends, budgeting, and stabilization needs, with the overall goal of preventing the household from entering homelessness.
3. Develop and implement a process to evaluate the level of case management services each household will need, recognizing that not all households served will need intensive support. Evaluation should include a review of the household's strengths, available resources and community supports, expression of need, and current housing stability status.
4. Assist participants in maintaining their current housing and/or moving into a new housing unit, including by helping participants resolve or mitigate tenant screening barriers (i.e., rental and utility arrears or multiple evictions), as well as obtaining necessary identification or other documents if needed.
5. Connect the participant with community resources and service options, such as legal services, health care, vocational assistance, transportation, childcare, and other forms of assistance, that can continue beyond participation in the HDAP Homelessness Prevention Assistance program.
6. Provide case management services to help stabilize in their housing, including helping to identify and access supports (i.e., family and friend networks, mainstream and community services, and employment and income) and to resolve any issues that may lead to tenancy problems (i.e., disputes with landlords or neighbors).
7. Within the term of this Agreement, provide services to participants according to the level of need until disability benefits are received, until a final denial for disability benefits is received, or until the participant is exited from the program. Participants may be served for up to 90 days following verification of receipt of disability benefits or the final denial of disability benefits in order to ensure that the household is stabilized.

#### **E. Coordination with the Disability Benefits Advocacy Provider**

In its implementation of the HDAP Homelessness Prevention Assistance program, the Contractor will:

1. Develop and implement a program consent form as needed to allow for the sharing of client information between the HDAP Homelessness Prevention Assistance program and the disability benefits advocacy service provider.
2. Assist program participants and disability benefits advocacy service provider in maintaining continuous communication throughout the disability benefits application process, including for any appeals.

#### **F. Homeless Management Information System (HMIS) Data Entry**

In its implementation of the HDAP Homelessness Prevention Assistance program, the Contractor will:

1. Record data for all clients served in the San Mateo County's Homeless Management Information system (HMIS), which is currently Clarity.
2. Track and document homelessness prevention services and disability benefits advocacy provided to clients of this program using the County's HMIS (administered by HSA).
3. Enter complete and accurate data/information into HMIS in a timely manner for all clients. Client information, including the HMIS universal data elements and program-specific data elements, should be accurate, complete, and current.
4. Enter data during the provision of service or as soon as possible after the services. Data entry must be completed within two business days of the service provision.
5. Monitor data entry to ensure services are entered in a timely manner and that ongoing quality checks of data are conducted.
6. Continually train staff on HMIS data collection, entry, and quality assurance policies and procedures.
7. Continuously monitor data quality and review data/outcomes and utilize for continuous quality improvement. Contractor and HSA will run reports in HMIS to review the data and outcomes of the program.
8. Establish and implement internal process and procedures to train its staff who have access to HMIS on the security and confidentiality principles and on the Clarity HMIS Privacy Policy documents.
9. Contractor will share and protect information in HMIS as set forth in the Clarity HMIS Privacy Policy documents and as required by law.
10. Contractor will abide by the Clarity HMIS Privacy Policy, available here: <https://www.smcgov.org/hsa/san-mateo-county-clarity-hmis-privacy-policy>. In addition, the Contractor will abide by any updates to these documents issued by the County.

## **G. Additional Requirements**

In its implementation of the HDAP Homelessness Prevention Assistance program, the Contractor will:

1. Provide services that are culturally appropriate to the populations served.
2. Provide a service timeline to County that includes an implementation plan.
3. Collaborate and coordinate closely with other programs that provide homelessness prevention and/or emergency financial assistance.
4. Coordinate closely with the disability benefits advocacy service provider(s).
5. Implement agency and program-level initiatives to address racial equity and participate in Continuum of Care (CoC) and County equity initiatives.
6. 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. Contractor will conduct ongoing reviews of services, documentation of services (file reviews), and data quality.
7. 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. This will include, but not be limited to, maintaining an active committee of former and/or current program participants at this program.

8. Inform HSA immediately and provide Critical Incident Reports within 24 hours to HSA for any critical incident, including death, homicide, suicide attempt, assault, or any other serious incident.
9. For other incidents (non-critical incidents), provide HSA information and copies of incident reports.
10. Maintain policies, procedures, and tools for staff and update as needed to align Housing First principles and enable staff to effectively serve clients with significant needs.
11. Provide services that are low barrier, meaning that participants are not screened out or discharged from the program based on having too little or no income, an active or history of substance abuse, a criminal record, a perceived "lack of motivation," or a lack of participation.
12. Participate in regular meetings with HSA.
13. Participate in any evaluations or reviews as requested by HSA.
14. Provide additional related services requested by County as agreed upon by both parties in writing.

County will:

1. Have the option to adjust, modify or add related services to meet its project/program goals as agreed upon by both parties and adjust costs accordingly as long as it does not exceed the total agreement obligation and is not restricted by any grant or specific funding agreements.

**Exhibit B**

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

Contractor will:

1. Invoice County on a monthly basis for actual costs incurred for services shown in Exhibit A based on the budget shown in Table II. Invoices will be itemized and due by the 20<sup>th</sup> of each month for the previous month's service. Invoice must include the Agreement number, quarterly performance reports as outlined in Exhibit C, and any additional supporting documentation as requested by County. Due to the County's year-end close, June's invoice will be due June 20<sup>th</sup> (see Table I below). Invoices may include indirect costs of up to 15% of actual costs.
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. Submit invoices, along with back-up documentation and required reports, electronically to Khalia Parish ([kparish@smcgov.org](mailto:kparish@smcgov.org)) and Brooke Stacey ([bstacey@smcgov.org](mailto:bstacey@smcgov.org)) or the designated point of contact.
4. Submit supporting documents for reimbursement by the 20<sup>th</sup> of month for the prior month. Due to the County's year-end fiscal close (July-June) the final year-end invoice will be due June 20.

**A. Invoice and Report Due Dates**

Table I. Invoice and Report Due Dates

Reporting Period		Due Date for Invoice	Due Date for Report
Q1	July	August 20 <sup>th</sup>	October 20 <sup>th</sup>
	August	September 20 <sup>th</sup>	
	September	October 20 <sup>th</sup>	
Q2	October	November 20 <sup>th</sup>	January 20 <sup>th</sup>
	November	December 20 <sup>th</sup>	
	December	January 20 <sup>th</sup>	
Q3	January	February 20 <sup>th</sup>	April 20 <sup>th</sup>
	February	March 20 <sup>th</sup>	
	March	April 20 <sup>th</sup>	
Q4	April	May 20 <sup>th</sup>	July 20 <sup>th</sup>
	May	June 20 <sup>th</sup>	
	June	June 20 <sup>th</sup> (due early due to year end processes)	

**B. Budget**Table II. Budget Summary

<b>HDAP Homelessness Prevention Assistance Program Budget Summary</b>	
<b>Total Contract Budget</b>	<b>\$225,000</b>

Table III. Line-Item Budget

Line Item	<b>FY2025-26 Budget</b>
<b>Personnel Expense</b>	
Project Director	\$ 40,333.00
Project Accountant	\$ 4,250.00
Housing Case Manager	\$ 62,400.00
Benefits	\$ 26,912.00
<b>subtotal personnel</b>	<b>\$ 133,895.00</b>
<b>Operating Expenses</b>	
GL/PL Insurance	\$ 653.00
Office supplies	\$ 1,440.00
Phone costs for staff	\$ 1,800.00
Communications and Reporting	\$ 1,438.00
Payroll processing	\$ 197.00
Small equipment supplies	\$ 300.00
Language Line	\$ 200.00
Printers/scanner (portable)	\$ 250.00
Training/background/travel	\$ 1,214.00
Mileage Reimbursement	\$ 1,010.00
Client assistance	\$ 61,302.00
<b>subtotal operating expenses</b>	<b>\$ 69,804.00</b>
<b>Admin Expense</b>	
	\$ 21,301.00
<b>subtotal admin expense</b>	<b>\$ 21,301.00</b>
<b>Total Expenses</b>	<b>\$ 225,000.00</b>

County will:

1. Have the option to adjust funding across fiscal years and/or across line items in order to meet its program goals as agreed upon by both parties, as long as it does not exceed the total value of the Agreement.
2. Pay Contractor upon receipt and approval of invoices, supporting documentation, and reports.



### **Exhibit C**

Contractor agrees to meet the following performance measures and reporting requirements. Monthly reporting is a requirement of payment. Delays in submission of complete reports will delay payments of invoices to Contractor.

#### **A. Performance Measures**

<b>Measure</b>	<b>Target</b>
Number of households that receive financial assistance	5
Percentage of households who are contacted 6 months after their financial assistance has ended	70%
Percentage of households who remain housed 6 months after their financial assistance has ended	80%
Overall customer/client satisfaction: Percentage of customer survey respondents rating services as good or better on overall customer satisfaction	90%

1. Additional data to be reported:
  - a. Number of households served during the period
  - b. Number of new program enrollments during the period
  - c. Average number of days from referral to program enrollment
  - d. Average total financial assistance per exited household assisted
  - e. Average length of financial assistance (in months of rent)
  - f. Financial assistance amounts by use (e.g., rent, security deposits, utility arrears, etc.)

#### **B. Reporting Measures**

Contractor will:

1. Submit narrative and performance reports, on a quarterly and annual basis, electronically to Khalia Parish ([kparish@smcgov.org](mailto:kparish@smcgov.org)) and Brooke Stacey ([bstacey@smcgov.org](mailto:bstacey@smcgov.org)) or the designated point of contact. Quarterly reports are due on the 20th day following the previous quarter's end. Year-end reports are due 20 days after the end of the fiscal year (see Table I in Exhibit B). Reports will include a narrative and data. Results should be reported out for both the current quarter and year to date. Quarterly and Annual Reports will include, but are not limited to, the following information:
  - a. Reports on performance measures and additional data listed above. For data that is a percentage, the reported data must include the percentage as well as the numerator and denominator.
  - b. Narrative describing trends, successes, challenges during the reporting period.
  - c. Year-end/annual program report will also include information on the impact the program had on clients and annual results for each performance measure.
2. Participate in Site Review/Contract Compliance visits with County-designated staff. Visits will occur at least once per year, with increased frequency if areas for

improvement are identified. Contractor will receive at least two weeks advanced notice unless there is an urgent programmatic need to expedite the process.

3. Participate in program evaluations and other analysis of the homeless system conducted by County.
4. Submit all reports electronically to Khalia Parish ([kparish@smcgov.org](mailto:kparish@smcgov.org)) and Brooke Stacey ([bstacey@smcgov.org](mailto:bstacey@smcgov.org)) or the designated HSA contact.

County will:

1. Have the option to modify performance measures, goals, and targets by written notice to Contractor. The County shall give the Contractor advance notice of any modifications and will also discuss changes with the Contractor.
2. Have the option to request additional data from Contractor and/or retrieve reports from Clarity to understand client requests, services, and outcomes.

**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:**

Cameron Tovey

**Name of Contractor(s):**

Arbor E&T, LLC dba Equus Workforce Solutions

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

9510 Ormsby Station Rd., Ste. 104

**City, State, Zip Code:**

Louisville, KY 40223

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

**Signature:**

Signed by:

Cameron Tovey

31BC068B5419422...

**Title of Authorized Official:**

CFO

**Date:**

5/29/2025

\*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."