

Agreement No. _____ Resolution No. 080491 _____

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

This Agreement is entered into this 25 day of June, 2025, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and The Institute on Aging, hereinafter called "Contractor."

* * *

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

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

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

1. Exhibits and Attachments

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

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit C—Performance Measure
- Attachment H—HIPAA Business Associate Requirements
- Attachment I—§ 504 Compliance

2. Services to be performed by Contractor

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

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed Seven Hundred Thousand Dollars (\$700,000). 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, 2024, through June 30, 2025.

5. Termination

This Agreement may be terminated by Contractor or by the Director of Aging and Adult Services 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 of Parties

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

8. Hold Harmless

a. General Hold Harmless

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

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

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

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

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

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

9. Assignability and Subcontracting

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

10. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

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

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

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

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

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, regulations, and executive orders, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if

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

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

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

e. Discrimination Against Individuals with Disabilities

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

f. History of Discrimination

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

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall also report to the County the filing by any person in any court any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment

and Housing Commission, or any other entity charged with the investigation of allegations of discrimination within seventy-five (75) days of such filing, provided that within such seventy-five (75) days such entity has not notified contractor that such charges are dismissed or otherwise unfounded. Such notification to County shall include a general description of the allegations and the nature of specific claims being asserted. Contractor shall provide County with a statement regarding how it responded to the allegations within sixty (60) days of its response and shall update County regarding the nature of the final resolution of such allegations.

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

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

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

h. Compliance with Living Wage Ordinance

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

13. Compliance with County Employee Jury Service Ordinance

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

14. Retention of Records; Right to Monitor and Audit

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

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

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

15. Merger Clause; Amendments

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

16. Controlling Law; Venue

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

17. Notices

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

In the case of County, to:

Name/Title: Moony Tong
Address: PO Box 5892, San Mateo, CA 94402
Telephone: 650-670-5371
Facsimile: N/A
Email: mtong@smcgov.org

In the case of Contractor, to:

Name/Title: Roxana R. Blades, Chief Financial Officer
Address: 3575 Geary Boulevard, San Francisco, CA 94118
Telephone: (415)750-4101
Facsimile: (415)750-5337
Email: rblades@ioaging.org

18. Electronic Signature

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

19. Payment of Permits/Licenses

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

20. Reimbursable Travel Expenses

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

- a. Estimated travel expenses must be submitted to authorized County personnel for advanced written authorization before such expenses are incurred. Significant differences between estimated and actual travel expenses may be grounds for denial of full reimbursement of actual travel expenses.
- b. Itemized receipts (copies accepted) for all reimbursable travel expenses are required to be provided as supporting documentation with all invoices submitted to the County.
- c. Unless otherwise specified in this section, the County will reimburse Contractor for reimbursable travel expenses for days when services were provided to the County. Contractor must substantiate in writing to the County the actual services rendered and the specific dates. The County will reimburse for travel at 75% of the maximum reimbursement amount for the actual costs of meals and incidental expenses on the day preceding and/or the day following days when services were provided to the County, provided that such reimbursement is reasonable, in light of travel time and other relevant factors, and is approved in writing by authorized County personnel.
- d. Unless otherwise specified within the contract, reimbursable travel expenses shall not include Local Travel. "Local Travel" means travel entirely within a fifty-mile radius of the Contractor's office and travel entirely within a fifty-mile radius of San Mateo County. Any mileage reimbursements for a Contractor's use of a personal car for reimbursable travel shall be reimbursed based on the Federal mileage reimbursement rate.
- e. The maximum reimbursement amount for the actual lodging, meal and incidental expenses is limited to the then-current Continental United States ("CONUS") rate for the location of the work being done (i.e., Redwood City for work done in Redwood City, San Mateo for work done at San Mateo Medical Center) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at <http://www.gsa.gov/portal/content/104877> or by searching www.gsa.gov for the term 'CONUS'). County policy limits the reimbursement of lodging in designated high cost of living metropolitan areas to a maximum of double the then-current CONUS rate; for work being done outside of a designated high cost of living metropolitan area, the maximum reimbursement amount for lodging is the then-current CONUS rate.
- f. The maximum reimbursement amount for the actual cost of airfare shall be limited to fares for Economy Class or below. Air travel fares will not be reimbursed for first class, business class, "economy-plus," or other such classes. Reimbursable car rental rates are restricted to the mid-level size range or below (i.e. standard size, intermediate, compact, or subcompact); costs for specialty, luxury, premium, SUV, or similar category vehicles are not reimbursable. Reimbursable ride-shares are restricted to standard or basic size vehicles (i.e., non-premium vehicles unless it results in a cost-saving to the County). Exceptions may be allowed under certain circumstances, such as unavailability of the foregoing options, with written approval from authorized County personnel. Other related travel expenses such as taxi fares, ride-shares, parking costs, train or subway costs, etc. shall be reimbursable on an actual-cost basis. Reimbursement of tips for taxi fare, or ride-share are limited to no more than 15% of the fare amount.
- g. Travel-related expenses are limited to: airfare, lodging, car rental, taxi/ride-share plus tips, tolls, incidentals (e.g. porters, baggage carriers or hotel staff), breakfast, lunch, dinner, mileage reimbursement based on Federal reimbursement rate. The County will not reimburse for alcohol.
- h. Reimbursement of tips are limited to no more than 15 percent. Non-reimbursement items (i.e., alcohol) shall be excluded when calculating the amount of the tip that is reimbursable.

21. **Disaster and Emergency Response Plans.**

CONTRACTOR will develop and maintain a Disaster and Emergency Response Plan ("Emergency Plan") that includes all of the elements set forth in this Section, as well as any additional elements reasonably requested by the County. The Emergency Plan will also include site-Specific emergency response plan(s) for each of the sites at which CONTRACTOR provides services pursuant to this Agreement ("Site Plans"). The Emergency Plan and associated Site Plans will address CONTRACTOR preparations to effectively respond in the immediate aftermath of a national, state or

local disaster or emergency (“Emergency Response”) and plans for the ongoing continuation of Services under the Agreement during and after a disaster or emergency (“Continuity of Operations”).

CONTRACTOR shall submit the Emergency Plan to the County within thirty (30) days after the beginning of the Term of the Agreement and the Emergency Plan will be subject to the reasonable approval of the County. CONTRACTOR shall respond reasonably promptly to any comments or requests for revisions that the County provides to CONTRACTOR regarding the Emergency Plan. CONTRACTOR will update the Emergency Plan and associated Site Plans as circumstances warrant and shall provide County with copies of such updated plans. CONTRACTOR shall train employees on the Emergency Plan and the Emergency Plan will include a description of how employees will be trained.

The Emergency Plan will indicate, in as much detail as reasonably possible, the categories of additional staff, supplies, and services that CONTRACTOR projects would be necessary for effective Emergency Response and Continuity of Operations and the costs that the CONTRACTOR projects it would incur for such additional staff, supplies and services. CONTRACTOR shall recognize and adhere to the disaster medical health emergency operations structure, including cooperating with, and following direction provided by, the County’s Medical Health Operational Area Coordinator (MHOAC). In the event that the CONTRACTOR is required to implement the Emergency Plan during the term of the Agreement, the parties will confer in good faith regarding the additional staff, supplies and services needed to ensure Emergency Response and/or Continuity of Operations owing to the particular nature of the emergency, as well as whether the circumstances warrant additional compensation by the County for additional staff, supplies and services needed for such Emergency Response and/or Continuity of Operations.

CONTRACTOR shall reasonably cooperate with the County in complying with processes and requirements that may be imposed by State and Federal agencies (including, but not limited to the California Governor’s Office of Emergency Services and the Federal Emergency Management Agency) in connection with reimbursement for emergency/disaster related expenditures.

In a declared national, state or local disaster or emergency, CONTRACTOR and its employees will be expected to perform services as set forth in the Agreement, including in the area of Emergency Response and Continuity of Operations, as set forth in the Emergency Plan and each Site Plan. CONTRACTOR shall ensure that all of its employees are notified, in writing, that they will be expected to perform services consistent with the Emergency Plan and each Site Plan.

* * *

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

For Contractor: The Institute on Aging

DocuSigned by:

Roxana Blades
E3BF7ABD4A6448F...

5/31/2024

Roxana Blades

Contractor Signature

Date

Contractor Name (please print)

COUNTY OF SAN MATEO

By: 

Resolution No. 080491

President, Board of Supervisors, San Mateo County

Date: June 25, 2024

ATTEST:

By: 

Clerk of Said Board

Exhibit A

In consideration of the payments set forth in Exhibit B, Contractor shall provide the following services:

Objective:

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

Eligibility:

(1) Is an adult protective services client, is in the process of intake to adult protective services, or is an individual who may be served through a tribe, or tribal entity or agency, who appears to be eligible for adult protective services.

(2) Is homeless or at imminent risk of homelessness as a result of elder or dependent abuse, neglect, self-neglect, or financial exploitation, as determined by the adult protective services agency or tribal agency.

(3) Voluntarily agrees to participate in the program

Priority should be given to APS clients that are at imminent risk of homelessness due to abuse, neglect, self-neglect, or financial exploitation

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

(1) A person who lacks a fixed or regular nighttime residence and either of the following apply:

(A) The person has a primary nighttime residence that is a supervised publicly or privately operated shelter, hotel, or motel, designed to provide temporary living accommodations.

(B) The person resides in a public or private place not designed for, or ordinarily used as, a regular sleeping accommodation for human beings.

(2) A person who is in receipt of a judgment for eviction, as ordered by the court. Official notice of an eviction is not required.

(3) A person who has received a pay rent or quit notice or who will otherwise imminently lose their primary nighttime residence, which may include individuals who have not yet received an eviction notice, if all of the following are true:

(A) The right or permission to occupy their current housing or living situation will be, or there is credible evidence that it will be, terminated within 21 days after the date of application for assistance.

(B) A subsequent residence has not been identified or secured, including, but not limited to, an individual exiting a medical facility, long-term care facility, prison, or jail.

(C) The individual lacks the resources or support network, including, but not limited to, family, friends, or faith-based or other social network, needed to obtain other permanent housing.

(4) A person who has a primary nighttime residence (owned or rented by the client or living in a home without paying rent, live in a shared housing situation with others, or live in a hotel/motel as temporary shelter) or living situation that is either directly associated with a substantiated report of abuse, neglect, or financial exploitation or that poses an imminent health and safety risk, and the person lacks the resources or support network needed to obtain other permanent housing. An unsafe living situation is not a direct result of a substantiated report of abuse, neglect, or exploitation.

Compliance:

Contractor shall comply with WIC Section 15771 and Housing First requirements as described in

WIC Section 8255 and 8256 as well as any other Home Safe regulations. Contractor must notify County in writing at least 45 days in advance of any temporary or permanent interruption or end to Home Safe services for any reason.

Contractor shall provide:

I. Services

A. **Provide Intensive Case Management services**, consistent with Housing First principles, offer participants assistance in achieving housing stability. Housing related case management should include motivational interviewing and be consistent with a trauma informed approach.

Housing First means that individuals should be connected to housing or housing supports immediately without preconditions, services shall be voluntary, client choice shall be respected, and applicants shall not be rejected on the basis of income, past evictions, substance use, or any other behaviors that may indicate a lack of "housing readiness". Home Safe program needs to be operated in a manner consistent with SB 1380 and the core components of Housing First as enumerated in WIC Section 8255. Housing related case management should be provided in a manner consistent and in coordination with the APS service plan and may include, but is not limited to, the following activities in relation to supporting Home Safe client achieve and maintain housing stability:

- coordinating all components of a participant's housing service plan;
- working with family and community to identify any and all available supports related to housing stability;
- various forms of in-depth problem solving related to housing stability;
- assisting clients in applying for other public assistance and benefits to support housing stability, including assistance in accessing rent relief programs such as ERAP;
- assisting clients in applying for any monetary benefits available if not already on benefits: VA, SSA, SSI, GA, CAPI
- assisting clients in accessing physical and behavioral health services in order to support housing stability; and
- connections to benefits advocacy programs, such as HDAP, in order for Home Safe clients to achieve or maintain housing stability.

Home Safe housing related case management should complement but not replace or supplant traditional APS case management. Client participation in Home Safe case management is voluntary, but a client may be disenrolled from HS if they refuse to work with contracted case manager or refuse to communicate .

B. **Housing Stabilization**

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

Examples of housing stabilization services and assistance may include, but are not limited to, any of the following:

- provision or connection to legal assistance
- eviction prevention
- tenant education
- credit repair coordination

- cleaning services
- hazard removal
- assistance with hoarding
- home repairs or modifications

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

Connections to behavioral health programs may also be critical housing stabilization services. Housing stabilization services should be offered to all participants whether they are looking to stabilize in their current housing to prevent homelessness, relocating to new housing, or transitioning to other permanent supportive housing programs through the local Continuum of Care or residential care

placements for individuals in need of a higher level of care. Outcome of the referral to all those programs will depend on programs capacity to accept new participants and should not be considered as the only quality indicator of contractor's service provision.

C. Housing Navigation

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

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

- landlord engagement, including outreach.
- searching for housing based on client's housing preferences and mobility needs;
- building a resource of available units and matching clients to unit availability; according to their preferences for both interim and permanent housing options;
- assistance in completing housing applications;
- connection to core agency if a CES assessment has not been completed already or previous CES assessment was done more than 6 months ago;
- following up with CES on client's status with any shelter beds or housing voucher program
- coordination with the local public housing authority and advocating for availability of affordable housing vouchers for Home Safe clients;
- assistance in completing Assisted Living Waiver application when appropriate
- ensuring quality of housing placements; and
- assistance in making higher-level care placements, such as Adult Residential Facilities (ARFs) and Residential Care Facilities for the Elderly (RCFEs) or skilled nursing facilities, only when needed, and should be consistent with Olmstead principles.

D. Housing Direct Financial Assistance

Direct financial assistance represents all costs paid out on behalf of the participant related to housing. Direct financial assistance should be maximized to ensure clients provided housing or prevented from entering homelessness as quickly as possible. Examples of direct financial assistance includes, but is not limited to, any of the following:

- costs associated with rental assistance or mortgage payments (including shallow subsidies and enriched services funding to residential adult and senior care facilities)
Shallow rent subsidies may be provided until another stream of assistance is available. Bridge funding for longer-term care including use to provide enriched supportive services or auxiliary services in residential adult or senior care facilities when other funding is not available for this use. Higher care placements may include permanent supportive housing with intensive supportive services, Adult Residential Facilities (ARFs), and Residential Care Facilities for the Elderly (RCFEs), skilled nursing facilities and should be consistent with Olmstead principles
- rental backpay and arrearages
- application fees
- security deposits
- first and last months' rent
- housing rehabilitation and modification costs
- interim housing including hotel/motel stays or master leased units. Clients should not stay in hotels over 60 days. Contractor should find other housing options for clients after 60 days of hotel stay. Other guidelines around hotel stay include:
 1. Clients who is declined by CES (Coordinated Entry System) should not be eligible for hotel stays.
 2. Clients who can pay for hotel stays should contribute to the hotel stay. A typical guideline is one third of their income should go to the hotel stay.
 3. County (AAS) will pay for hotel services if client does not have the funds. As stipulated between AAS and IOA, Contractor will not be responsible for the provision of this service, liability or related payments. Contractor will assist with coordination of temporary placement including but not limited to transportation or other transitional care needs intended to support access to services.

- emergency shelter
- one-time emergency basic needs provided pursuant to evidence-based practices in homeless assistance and prevention
- provision of basic housing items and resources
- transportation vouchers related to housing needs
- costs associated with moving or relocating

E. Connections to Longer-Term Supports

Home Safe clients who require long term supports related to housing, such as supportive housing, should be referred to the local Continuum of Care (Core agency for CES assessment) for long term services to promote housing stability. Home Safe programs may serve clients through Home Safe in the interim, while awaiting services through the referral to the Continuum of Care, and Home Safe should work in close coordination with other systems of care or complimentary programs. Home Safe should also make referrals and coordinate services in order for clients to access physical and/or behavioral health assistance, as necessary and when appropriate.

II. Assessment Tools

County APS/EDAPT will conduct the assessment for eligibility and prioritization for Home Safe prior to making the referral to the contractor. Contractor is recommended to use an internally developed assessment tool to document the client's needs applying social work principles in general.

III. Determination of Eligibility

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

IV. Evidence-based practices

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

V. Intake process

Contractor shall reach out to potential Home Safe client within 3 business day after receiving referral from County. Contractor shall send progress report regarding client (if the client was contacted and status of services provided) within 2 weeks.

Contractor shall complete and send County the completed initial needs assessment and completed care plan within 5 weeks of referral. In addition, contractor CM shall review and discuss Hotel Acknowledgement form with client.

VI. Prioritization framework

Prioritization is determined by County. Referral to Contractor will have been screened and prioritized.

VII. Data Collection

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

Contractor shall do a 6 and 12 months follow up from the date the client receives services. Contractor shall inform AAS of the results.

VIII. Communication with clients

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

- Program is voluntary and client may exit the program at anytime.
- Client has the right to file a grievance with County at vrads@smcgov.org

Contractor shall disclose below information to clients at the end of client receiving Home Safe services:

- Contact information to San Mateo Coordinated Entry System.
- Provide contact information and continue to receive community resources provided.
- Encourage client to participate in a satisfaction survey provided by County.

IX. County's role

County shall provide below services prior to referring to Contractor:

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

X. Special conditions

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

XI. Case Worker qualifications

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

XII. Payer's Last Resort

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

XIII. Racial Equity

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

Reports

- Racial Inequalities in Homelessness, by the Numbers - National Alliance to End Homelessness (NAEH)
- Supporting Partnerships for Anti-Racist Communities (SPARC) Phase One Study Findings - Center for Social Innovation

- A Brief Timeline of Race and Homelessness in America - Community Solutions
- Report and Recommendations of the Ad Hoc Committee on Black People Experiencing Homelessness - Los Angeles Homeless Services Authority Resources
- Racial Equity Toolkit: An Opportunity to Operationalize Equity - Local and Regional Government Alliance on Race and Equity (GARE)
- Equity-Based Decision-Making Framework - National Innovative Service
- Framework for an Equitable COVID-19 Homelessness Response - Housing Equity Framework
- Advancing Racial Equity through Assessments and Prioritization - U.S. Department of Housing and Urban Development

Exhibit B

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

I. Provisions:

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

II. Budget (See next page)

Direct Program Services	BUDGET TERM (12-month)	Reasoning
Manager	24,970	
Supervisor	23,206	
Care Manager #1	80,573	
Care Manager #2	84,637	
Care Manager #3	82,605	
Outreach Coordinator	15,251	
Program Coordinator	13,293	
Fringe Benefits	81,134	
Total Personnel Expenses	405,668	
Operating Expenses:		
Office Supplies	2,926	
Travel	4,500	
Occupancy	7,500	
Equipment	8,000	
Licenses & Fees	5,500	
Meeting Expenses	1,500	
Staff Training	2,500	
Phone	1,200	
Total Operating Expense	33,626	
Total Direct Expense	439,294	
Overhead	15%	65,894
Capital Expenditures	-	
Housing and Other Services	\$194,812	
Total Expenses	700,000	

III. Payments

A. Maximum Obligation

In any event, the maximum amount that County shall be obligated to pay for all services provided under this Agreement shall not exceed **SEVEN HUNDRED THOUSAND DOLLARS (\$700,000)**. Furthermore, County

shall not pay or be obligated to pay more than the amounts listed for each component of service required under this agreement.

B. Invoice and Payment

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

Contractor will submit detailed invoices to the County on a monthly basis after program activities take place. County reserves the right to deny invoices for which completed invoices or electronic files are not received. Invoices may be emailed to AAS at vnapoles@smcgov.org

Contractor shall supply monthly invoice by the 15th of the following month according to below guidelines:

- Monthly invoice should be submitted with backup for expenses submitted for reimbursement. Each invoice will reflect the totality of the services rendered to the Home Safe clients for the month.
- Receipts for Direct Financial Assistance shall be submitted along with invoices
- If no costs were incurred for one month, please email AAS and inform County that there is no invoice to be submitted for that month.

C. Funds shall be spent one month prior to close of program date, June 30, 2025

D. Property (i.e. furniture) or equipment (computers, cameras, phones, etc.) purchase must be approved by County first prior to purchase for Home Safe program. 3 quotes must be submitted to County for procurement justification. Equipment purchase shall not exceed the amount indicated on budget.

E. No matching is required for Home Safe.

IV. **Fiscal monitoring**

- Contractor shall expend according to budget outlined in contract. If contractor wishes to modify budget line items or amount, contractor shall obtain County approval first.
- Contractor shall submit ledger for Home Safe program at 6 months, one year and end of contract.
- Contractor shall submit audited financial statement and fiscal policy manual at 6 months.
- Contractor shall submit backup documents for invoices as indicated under Payments section.
- County may perform fiscal site visit if deemed necessary

EXHIBIT C

2024-25 PERFORMANCE MEASURE

Contractor shall try to meet the below performance measures for Home Safe program:

- 100% of prioritized cases, marked by AAS/APS, will be responded to in an attempt to engage in housing stabilization and rehousing services via telephone within 3 business days (a voicemail left is counted as a contact) and will receive an in person visit within 10 business days if client agrees. Contractor shall send progress report regarding client (if the client was contacted and status of services provided) within 2 weeks. Contractor shall complete and send County the completed initial needs assessment and completed care plan within 5 weeks of referral. Contractor shall send County an excel spreadsheet required by the State with related data elements on a quarterly basis (following deadlines mentioned above). Submit monthly report with client service details and reason for lack of services if no service was provided for that month. Home Safe reports are to be completed by the 15th of each month, unless the 15th falls on a weekend and the Home Safe report will be due on the following business day.
- Contractor shall connect with San Mateo homeless continuum of care, attend Multi-Disciplinary Team (MDT) meetings and Disciplinary Team (MDT) meetings and interface with the SMC Coordinated Entry System (CES) and use those resources as the client's needs call for it.
- Satisfaction survey created by contracted agency with results showing certain percentage of satisfaction rate with the service. County can encourage contractor to include questions on equity.
- 30% of served Home Safe clients did not lose their housing due to Home Safe housing stabilization interventions
- 40% of served Home Safe clients gained financial ability/stability to keep themselves housed after receiving Home Safe services.
- 30% of served Home Safe clients found stable housing as a result of receiving Home Safe services.
- Target 50 -60 clients for the 12 months duration.
- Other metrics to meet State or County regulations/standards may be added but County will discuss with contractor prior to implementing these metrics.

Attachment H

Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements

DEFINITIONS

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

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI *is presumed* to be a breach, unless it can be demonstrated there is a low

probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:

1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
 2. Identity of the unauthorized person or to whom impermissible disclosure was made;
 3. Whether PHI was actually viewed or only the opportunity to do so existed;
 4. The extent to which the risk has been mitigated.
- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.

- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

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

OBLIGATIONS OF COUNTY

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

PERMISSIBLE REQUESTS BY COUNTY

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

DUTIES UPON TERMINATION OF AGREEMENT

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

MISCELLANEOUS

- a. **Regulatory References.** A reference in this Schedule to a section in the HIPAA Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104-191.

- c. **Survival.** The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Schedule shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Business Associate.

ATTACHMENT I

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

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

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

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

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

Name of 504 Person:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

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

Signature:

Title of Authorized Official:

Date:

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