

Agreement No. 25-75000-C00733

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND YMCA OF SAN FRANCISCO

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 YMCA of San Francisco, 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 core agency services for the service area of Brisbane, San Bruno, and South San Francisco.

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

Exhibit F—Clarity Human Services System Usage and Data Sharing Agreement

Exhibit E—Fingerprint Certification Form

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 MILLION, FIFTY-NINE THOUSAND, FIVE HUNDRED AND TWELVE DOLLARS (\$2,059,512)**. 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, 2028.

5. Termination

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

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

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

6. Contract Materials

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

7. Relationship to Parties

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

8. Hold Harmless

a. General Hold Harmless

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

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

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

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

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

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

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

9. Assignability and Subcontracting

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

10. Insurance

10.1. General Requirements

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

10.2. Workers' Compensation and Employer's Liability Insurance

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

in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

10.3. Liability Insurance

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

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

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

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

11. **Compliance With Laws**

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

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

12. Non-Discrimination and Other Requirements

12.1. General Non-discrimination

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

12.2. Equal Employment Opportunity

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

12.3. Section 504 of the Rehabilitation Act of 1973

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

12.4. Compliance with County's Equal Benefits Ordinance

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

12.5. Discrimination Against Individuals with Disabilities

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

12.6. History of Discrimination

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

to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

12.7. Reporting; Violation of Non-discrimination Provisions

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

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

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

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

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

In the case of Contractor, to:

Name/Title: Wesley Chip Rich, Vice President of Operations
Address: 1486 Huntington Avenue, South San Francisco, CA94080
Telephone: 415-931-9622
Email: crich@ymcasf.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. 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 a least eight (8) characters, a non-dictionary word, composed of characters from at least three (3) of the following four (4) groups from the standard keyboard: upper case letters (A-Z); lower case letters (a-z); Arabic numerals (0-9) and special characters (!, @, #, etc.). Passwords are not to be shared and changed if revealed or compromised. All passwords must be changed every (90) days or less and must not be stored in readable format on the computer or server.

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

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

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

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

y. Contractor will ensure that all of its systems providing access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII or alters PII. The audit trail shall be date and time stamped; log both successful and failed accesses be read-access only; and be restricted to authorized users. If PII is stored in a

database, database logging functionality shall be enabled. The audit trail data shall be archived for at least three (3) years from the occurrence.

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

aa. Contractor shall ensure that all data transmissions of PII outside of its secure internal networks must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256-bit encryption be used. Encryption can be 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: YMCA of San Francisco

 CC00A470024C427...	5/12/2025	wesley chip rich
_____ 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 – Core Services

In consideration of the payments set forth in Exhibit B and the terms and conditions of the agreement, Contractor will provide the following services:

A. Designated Service Area

Contractor will provide the following services for the service area of Brisbane, San Bruno, and South San Francisco.

B. Population

1. Contractor will serve low-income San Mateo County (County) adults, youth, and families who reside in the Contractor's designated service area (indicated above) of San Mateo County. These residents will be experiencing various challenges, including maintaining their housing, potential evictions, food insecurity, and/or being at risk of or experiencing homelessness. Contractor will provide these residents with emergency and safety net services to meet their immediate and basic needs. Services include food, housing information and support services, homelessness prevention services, emergency financial support including rent and/or utility assistance, serving as a Coordinated Entry System entry point for homeless services, clothing, and/or transportation.
2. For San Mateo County residents outside of the Contractor's designated service area, Contractor will provide immediate and basic needs and then refer the resident/s to their designated Core Service Agency.
3. For San Mateo County residents experiencing homelessness, Contractor will provide services regardless of the resident's service area.
4. For non-San Mateo County residents seeking services, Contractor will provide information regarding how the resident/s can access services in their home community.

C. Services to be Provided

There are three tiers of services:

1. Tier 1: Direct Services. Contractor will provide the services listed in Tier 1.
2. Tier 2: Information and Referrals. Contractor will provide the services listed in Tier 2, via providing information and referrals to resources in the community.
3. Tier 3: Additional Direct Services as Core Services Agency Funding Allows.
Contractor may provide Tier 3 services if Core Service Agency funding is available.

Tier 1: Direct Services

The Contractor will directly provide the following services:

1. Conduct a client-centered, strengths-based assessment for each individual or household to determine clients' needs:
 - a. Contractor will provide services in a culturally sensitive manner.
 - b. Contractor will provide services in languages matching the demographics of the population and perform outreach to potential clients. At a minimum, services will be provided in English and Spanish. Contractor will have processes in place to provide services to clients who speak languages other than English and Spanish.
 - c. Contractor will provide staff training and supervision to ensure high quality, consistent services in compliance with the agency's policies and procedures.
2. Provide emergency food and connections to ongoing food resources:
 - a. Contractor will maintain a basic supply of non-perishable emergency food on-site that can be distributed to clients to help meet immediate food needs while clients are taking steps to access available ongoing food resources. Contractor may utilize Second Harvest of Silicon Valley and/or other resources to help obtain food for their on-site supply of food items. Contractor will also maintain and refer clients to an up-to-date list of food resources such as other community food programs that includes any schedules of hot meals, grocery programs, meal delivery programs, and other food programs.
 - b. Contractor will provide appropriate safe food handling training to staff and volunteers and will ensure their staff and volunteers have any appropriate training and/or certification.
3. Provide housing information and support services:
 - a. Contractor will maintain knowledge about community housing resources and application processes.
 - b. Contractor will provide information to clients on how to apply for affordable housing options, including, but not limited to, the San Mateo County Department of Housing website (SMCHousing.org), Moving-to-Work housing voucher application, Metropolitan Transportation Commission (MTC)'s affordable housing website (housingbayarea.mtc.ca.gov), HIP Housing, veteran housing, and senior housing.
 - c. Contractor is not required to provide in-depth housing locator assistance; however, Contractor will provide information on basic housing search resources (i.e., where to search for available units) and tips, including helping clients understand the steps they can take to search for housing opportunities.

- d. For veterans who are at risk of homelessness, Contractor will refer them to Supportive Services for Veteran Families (SSVF) programs to help these veterans receive homelessness prevention services, housing assistance, résumé-writing assistance, and other benefits.
4. Assist clients with accessing emergency financial assistance/homelessness prevention services:
 - a. Contractor will assist clients with accessing emergency financial assistance (EFA) and other homelessness prevention services to prevent homelessness and support housing stability. EFA includes security deposit assistance, point-in-time rental assistance, assistance with utility expenses, and can also include assistance with other one-time items that impact overall housing stability (i.e., car repair that will enable a client to maintain a job, thereby maintaining income to support their current housing). Contractor will work with clients to assess for eligibility for financial assistance funds, provide application forms and assistance with completing application forms and required documents, and refer them to the appropriate EFA provider agency according to eligibility.
 - b. EFA and homelessness prevention provider agencies may include:
 - i. The County's contracted EFA provider. EFA funding currently includes local sales tax (Measure K) and Community Services Block Grant (CSBG). In accordance with training from the County's contracted EFA provider, Contractor will review client need, determine client's eligibility, collect and review the required eligibility documents, and submit completed EFA referral packets to the County's contracted EFA administrative entity for processing. Contractor will act as the primary contact/lead to communicate with clients, the landlord, and any other applicable parties for gathering eligibility documentation.
 - ii. The County's contracted Homelessness and Disability Advocacy Program (HDAP) homelessness prevention provider. In accordance with the referral policy established by HSA, Contractor will review client need, determine client's eligibility, collect and review the required eligibility documents, and submit completed referral packets to the County's contracted HDAP homelessness prevention provider for processing.
 - iii. Community-based EFA programs such as St. Vincent de Paul, Housing Industry Foundation, Community Legal Services in East Palo Alto, Seasons of Sharing, and other relevant resources, such as CalWORKs, via direct referrals or other connections.

- iv. Contractor's internal EFA funding resources (if applicable), which may include privately raised funding or funding from other municipalities.
 - c. The EFA and homelessness prevention funding sources and Contractor roles described above are based on the current service landscape. This landscape may shift or be modified over time depending on available resources and/or local needs and/or County policies. If the County shifts or modifies its EFA or homelessness prevention programs during the contract term, the Contractor will be informed in writing of the changes. If additional EFA resources become available, Contractor will provide referrals and application assistance to help clients apply for the additional EFA resources.
 - d. Contractor will make efforts, both as an individual Core Service Agency and as a participating member of the Core Service Agency Network, to minimize barriers and maximize accessibility of EFA and homelessness prevention resources for eligible residents, including but not limited to: community awareness efforts including to high-need populations; standardization of processes to ensure that applicants understand the process and are able to apply; detection of fraud or duplicative payment; and Clarity data entry, monitoring, evaluation, and reporting to ensure that all EFA funds are being utilized efficiently and effectively.
5. Serve as a Coordinated Entry System entry point for homeless services:
- a. Contractor will serve as one of the Coordinated Entry System (CES) entry points for County residents who are at risk of or are experiencing homelessness. The Diversion and Coordinated Entry Services (DCES) provider, all of the Core Service Agencies, homeless service providers, and HSA collaborate closely together to operate the CES, following the guiding principles and policies established by HSA and the Continuum of Care.
 - b. The specific procedures and ways that Core Service Agencies interact with the DCES program may shift over time, on an as-needed basis. As an entry point into the DCES program, Contractor will:
 - i. Conduct screenings to determine if the household can be assisted via Core Service Agency services (such as EFA) or if the household should be referred to DCES for further assistance, provided that the household meets the DCES eligibility criteria.
 - ii. Complete a warm hand-off to a DCES Specialist for households who are screened by Contractor and determined to be in need of homeless services and to be eligible for DCES. The DCES Specialist will provide diversion services (also known as housing problem solving). Diversion services help clients identify safe and appropriate housing alternatives, in order to avoid

further homelessness. If there is no other housing alternative identified, the DCES Specialist will assess the client for referrals into homeless programs (both shelters and other types of homeless services) based on a standardized assessment that prioritizes those with the highest level of need.

6. Continue to provide emergency and safety net services (i.e., Core Services) to households that have been screened and referred to DCES.
7. Serve as an entry point for the Inclement Weather Program (IWP).
 - a. IWP is contracted by HSA and generally runs from November to April each year to provide additional homeless shelter capacity in during periods of significant weather events. Contractor will serve as an entry point for IWP by screening clients and referring eligible clients to DCES provider to access IWP. The specific procedures and ways that Core Service Agencies interact with the IWP may shift over time on an as-needed basis, and any changes will be communicated to contractors in writing by the County.
8. Participate in County initiatives regarding emergency safety net and homeless services planning.
 - a. Contractor will participate in County initiatives regarding emergency safety net and homeless services planning, attend provider meetings for homeless and safety net providers, participate in the point-in-time/One Day Homeless Counts and Surveys, and other applicable County and community meetings to promote collaboration, information sharing, and consistency of services.
9. Emergency disaster response.
 - a. In the case of a disaster or emergency and if requested by HSA, Contractor will coordinate with the County's Department of Emergency Management, HSA, and other emergency response entities to provide services included in Exhibit A, Section C (Services to be Provided) at additional sites and/or via additional referral processes in order to reach affected households (such as providing services at a temporary resource center for disaster victims). Contractor will track services provided.
10. Collect and enter data accurately and in a timely manner.
 - a. All services provided must be documented in the system designated by HSA, the Clarity system (Clarity), an online case management and service tracking system. HSA administers the system and provides accounts with varying access levels (i.e., regular, management-level, and analyst-level) to the Clarity system for Contractor staff.

Contractor will:

1. Enter accurate, timely, and complete information into the Clarity system, following data entry guidelines established by the County, which includes data entry for all contracted services provided for all household members.
2. Regularly review their agency's data in Clarity for accuracy and completeness. Core Service Agency leadership will utilize Clarity reporting to review trends, needs, quality assurance, and outcomes/performance measures.
3. Enter data into the Clarity System in a timely manner that complies with the information in Exhibit F "Clarity Human Services System Usage and Data Sharing Agreement for Core Service Agencies and Homeless Service Providers."
4. Train staff on how to and when to enter data as well as data entry policies and procedures including timeliness. Contractor will review data regularly and ensure that the data accurately reflects the work of the agency.
5. Follow all Clarity policies and procedures issued by HSA.

11. Conduct community outreach to increase awareness of the Contractor and its services in the community.

a. Contractor may attend community meetings and provide information to community members regarding how to access Core Services and homeless services. Outreach may include participating in and/or communicating via community meetings/events, school events, city/County agencies and meetings/events, other community stakeholder meetings/events, community newsletters/websites, adult education services, local fairs, community clubs, and other outreach activities as appropriate to promote understanding of the Core Services available.

12. Other requirements.

Contractor will do the following:

- a. Participate in HSA's site review/contract compliance visits.
- b. Provide ongoing staff training to ensure contractor's staff are knowledgeable and up to date on services provided by their agency, other community-based services, HSA, and other state, local and community agencies.
- c. Ensure that Contractor's staff working with clients complete trainings regarding client engagement strategies, agency procedures, safety, and diversity, equity and inclusion.
- d. Conduct quality improvement activities utilizing a variety of sources of information and data, including input from people with lived experience of homelessness, housing instability, and/or food insecurity; data on services and trends; performance measure data; client case reviews; customer

feedback; staff input; stakeholder feedback; reviews of incidents and grievances; and data on community needs.

- e. Contractor's schedule of services will include the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday, with exceptions for holidays and other, limited planned closure dates. However, if, due to high community need, there is an interest in shifting these regular hours of operations to accommodate evening and/or weekend times, contractor may propose a modified schedule to maximize accessibility in their community. Any modification to the services hours of 9:00 a.m. – 5:00 p.m. Monday through Friday would need to be approved in writing by HSA. If the Contractor would like to request a modification of these hours, they would submit a request to HSA that would include their requested changes and how residents would access urgent services during that time. In the event that a Contractor has a closure (e.g., for a scheduled all-staff training) on a non-County holiday, the Contractor will collaborate with a neighboring Core Service Agency to ensure access to emergency and safety net services during regular hours of operation.
- f. Maintain one or more office location(s) where the contracted services are provided, which is accessible to people with limited mobility and appropriate office configuration. The location where the services are being provided will be located within the contracted service area and in a location that is accessible to clients who utilize public transportation, or, in Service Areas where public transportation is significantly limited or unavailable, other government-contracted transportation services. Any space that requires a client to share personal information will be configured in a way to ensure privacy, including the reception area and spaces where staff meet with clients. Contractor will post signage identifying itself a Core Service Agency in partnership with the County of San Mateo at office locations providing Core Services. Additionally, Contractor will adhere to the County's requirement to identify as a Core Service Agency that works in partnership with and is partially funded by the County of San Mateo. Contractor will display a County-approved logo and County-provided sign in the office where Core Services are provided.
- g. Maintain and update a program operating manual detailing policies and procedures for Core Services. The manual must be submitted to HSA for review and approval prior to disbursement of funding under this contract.

Tier 2: Information and Referrals

Contractor will assist clients by providing information and referrals to resources in the community in the following ways.

12. Provide referrals to public benefits programs.

a. Contractor will refer clients to appropriate public agencies and/or online resources such as BenefitsCal (<https://benefitscal.com/>) for assistance applying for or maintaining public benefits, including CalFresh, CalWORKs, General Assistance, Cash Assistance Program for Immigrants (CAPI), unemployment benefits, Women, Infants and Children (WIC) benefits, and health coverage programs such as Covered California, ACE, and Medi-Cal. Additionally, Contractor will refer veterans to the County's Veterans Service Office to answer questions or provide support regarding eligible benefits specific to veterans.

13. Provide referrals to legal resources.

b. Contractor will inform households in need of legal support related to their housing situations about the EFA resources, as described above, in addition to referring the household to available legal resources to assist with their legal needs (such as eviction proceedings, questions about tenant rights, etc.). Contractor staff will maintain knowledge of current legal resources and access processes.

14. Provide referrals to tax preparation services.

a. Contractor will refer to available community resources that can assist with tax preparation/filing, including applying for any applicable tax credits.

15. Provide referrals to resources for basic necessary material goods.

a. Contractor will refer clients to available community resources for clothing, diapers, and other emergency material needs.

16. Provide referrals to transportation assistance programs.

a. Contractor will provide referrals to available transportation programs, including Redi-Wheels, any resources for bus tickets and Clipper Cards, and the County's taxi voucher program.

17. Provide referrals to school supply programs.

a. School supply programs are programs that provide school supplies or related items (or gift cards) leading up to the school year to families with children in grades K-12. Contractor will refer clients to available school supply programs in their community.

18. Provide referrals to holiday programs.

- a. Holiday programs are programs that provide food, gift cards, gifts and/or other related items around major holidays such as Thanksgiving and the winter holidays. Contractor will refer clients to available holiday programs in their community.

19. Provide other information and referrals.

- a. Contractor will maintain clear, informative, and up-to-date outreach literature describing their Core Services and all methods as to how these services can be accessed (e.g., in person, online, phone, etc.). Contractor will develop collaborative relationships with other community providers and maintain staff knowledge of community resources.
- b. Contractor will provide information and referrals to clients for a variety of services such as behavioral health services, financial education and asset development services, employment services, health services, home repair, and other resources that can provide services that may be helpful to Core Service Agency clients.
- c. Contractor will maintain current agency information in 211, SMC-Connect (<https://www.smc-connect.org>), and other public listings of community resources. Contractor will also maintain a website that provides basic information about location, contact information, services, and hours of operation.

Tier 3: Additional Direct Services as Core Service Agency Funding Allows

The following are additional optional services that the Contractor may provide directly using Core Service Agency funding. The services may be provided in addition to or instead of providing referrals as resources allow, provided that the services in Tier 1 are not adversely impacted.

20. Provide and/or distribute additional food.

- a. Contractor may provide additional food resources including, but not limited to, administering and/or participating in distributions of food sourced from Second Harvest or other resources, and/or maintaining a stocked pantry of non-perishable and perishable foods.

21. Administer a program to provide necessary material goods.

- a. Contractor may provide basic necessary material goods such as clothing, diapers, and other goods to meet emergency needs on an emergency basis to clients with immediate unmet material needs.

22. Administer a transportation program.

- a. Contractor may provide emergency transportation assistance, such as bus tokens, Clipper Cards, or rideshare rides, to meet emergency transportation needs, such as transportation to shelter, when other transportation resources are unavailable.

23. Administer a school supply program.

- a. Contractor may administer its own school supply program and/or may staff events in partnership with other school supply programs in the community in order to serve its service area.

24. Administer a holiday program.

- a. Contractor may administer its own holiday program and/or may staff events in partnership with other holiday programs in the community in order to serve its service area.

25. Provide additional related services upon request by County and as agreed upon by both parties within the total Agreement obligation amount.

(End of Exhibit A)

Exhibit B – Core Services – Payments and Rates

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

1. Contractor will invoice County on a quarterly basis for reimbursement for actual expenses for services provided in Exhibit A. Invoices will be itemized and submitted quarterly. Except for June, the invoice is due the 20th of the month following the previous' months end. The June invoice will be due early due to fiscal year–end processes. Payments will be made on a reimbursement basis only. Invoices will include backup documentation of all expenses. Invoices will be submitted electronically to Chris Ratana (cratana@smcgov.org) and Khalia Parish (kparish@smcgov.org), or their designee, in accordance with the due dates shown in the table below. Contractor and the County may work together to change the frequency of the invoices if there is a valid reason to do so. Both parties must agree to the change in frequency of the invoice submission (i.e. changing from quarterly invoices to monthly invoices).
2. The County's De Minimis indirect cost rate shall apply for indirect costs paid to Contractor under each 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 each agreement.
3. Contractor shall reserve at least 15% of their allotted annual budget until the final quarter of the fiscal year.
4. County will pay Contractor upon receipt and approval of invoice packets, which must include supporting documentation for all direct costs.
5. Contractor will submit invoices and reports according to the following schedule.

Table I: Invoice and Report Due Dates

Reporting Period		Due Dates for Invoices
Q1	July	October 20
	August	
	September	
Q2	October	January 20
	November	
	December	
Q3	January	April 20
	February	
	March	
Q4	April	June 20 (due early due to County fiscal year end)
	May	
	June	

- Contractor will invoice according to the line-item budgets below. County shall have the option to adjust funding across fiscal years and 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.

Table II. FY25-26 Line-Item Budget

<u>FY25-26</u>	
Personnel	
Director	\$86,028.85
Associate Director	\$76,470.71
Program Coordinator	\$67,611.87
Case Manager	\$58,674.98
Case Manager	\$58,674.98
Case Manager	\$54,080.00
Benefits	\$57,938.40
Fringe & Retirement	\$71,670.69
Subtotal Personnel	\$531,150.48
Operating Expenses – non-MTDC	

Facilities-Related Expenses for Program (Utilities, Maintenance Repair, etc.)	\$75,680.95
Subtotal Operating Expenses – non-MTDC	\$75,680.95
Indirect Costs	\$79,672.57
Total	\$686,504.00

Table III. FY26-27 Line-Item Budget

<u>FY26-27</u>	
Personnel	
Director	\$86,028.85
Associate Director	\$76,470.71
Program Coordinator	\$67,611.87
Case Manager	\$58,674.98
Case Manager	\$58,674.98
Case Manager	\$54,080.00
Benefits	\$66,483.00
Fringe & Retirement	\$71,670.69
Subtotal Personnel	\$539,695.08
Operating Expenses – non-MTDC	
Facilities-Related Expenses for Program (Utilities, Maintenance Repair, etc.)	\$65,854.92
Subtotal Operating Expenses – non-MTDC	\$65,854.92
Indirect Costs	80,954.00
Total	\$686,504.00

Table IV. FY27-28 Line-Item Budget

<u>FY27-28</u>	
Personnel	
Director	\$88,609.71
Associate Director	\$78,764.83
Program Coordinator	\$69,640.23
Case Manager	\$60,435.23
Case Manager	\$60,435.23
Case Manager	\$55,702.40
Benefits	\$74,490.00
Fringe & Retirement	\$87,758.85
Personnel	\$575,836.48
Operating Expenses – non-MTDC	
Facilities-Related Expenses for Program (Utilities, Maintenance Repair, etc.)	\$24,292.52
Subtotal Operating Expenses – non-MTDC	\$24,292.52
Indirect Costs	\$86,375.00
Total	\$686,504.00

(End of Exhibit B)

Exhibit C – Core Services – Performance and Reporting

Contractor agrees to meet the following performance measures and provide the following data and reports. Reporting is a requirement of payment and delays in submission of reports may result in a delay in payments to Contractor. Payment is contingent upon complete, accurate, and timely reporting.

A. Performance Measures

Measure		Target	
1	Percent of individuals who request and receive food either directly or through a referral to, or enrollment in, a food program.	90%	
2	Data Quality Error Rate in Core Service Agency Performance Report.	Data Element	Target
		City	Less than 7% “other” data
		ZIP	Less than 7% “other” data
3	Overall client/participant satisfaction: Percent of survey respondents rating services as good or better.	85%	
4	For clients who receive financial assistance, percent of those contacted who remain housed six months after assistance.	80%	
5	Number of individuals served each fiscal year (accessed via the Core Performance Measurement Report).	7,000	
6	Number of households served each fiscal year (accessed via the Core Performance Measurement Report).	2,500	

B. Reports

1. Reports are due electronically to Chris Ratana (cratana@smcgov.org), or their designee, in accordance with the table shown below. Contractor will provide:
 - a) A quarterly performance report that includes the following:
 - i. Results for all performance measures as described above; and
 - ii. A narrative on trends in services, needs, and performance, as well as any changes to operations and/or funding sources; and
 - b) Emergency Financial Assistance (EFA) reports on a quarterly basis that includes the following information:
 - i. Number of EFA requests received by city.
 - ii. Number of EFA applications: received, approved/paid, pending, inactive, denied.

- iii. Funding source status (for EFA funding sources specific to each agency):
funding source, total allocated, amount still available, geographic area served per funding source.
 - iv. Average length of time of application processing.
 - c) An annual agency budget and financial report that includes the following information:
 - i. An annual line-item budget for Contractor as a whole.
 - ii. Audited financial statements in accordance with generally accepted government auditing standards (submitted within nine months after the fiscal year end).
 - iii. A list of County grants/contracts showing contract name, award amount, award date, expenditures life-to-date, and amounts received life-to-date.
 - d) An annual year-end narrative and year-end data report for all performance measures described in Performance Measures table above.
 - e) An annual client success story.
2. Overview of Reports and Due Dates:

1 st Quarter	2 nd Quarter	3 rd Quarter	4 th Quarter
07/01 to 09/30	10/01 to 12/31	01/01 to 3/31	04/01 to 06/30
<u>Due:</u> <ul style="list-style-type: none"> • October 20, 2025 • October 20, 2026 • October 20, 2027 	<u>Due:</u> <ul style="list-style-type: none"> • January 20, 2026 • January 20, 2027 • January 20, 2028 	<u>Due:</u> <ul style="list-style-type: none"> • April 20, 2026 • April 20, 2027 • April 20, 2028 	<u>Due:</u> <ul style="list-style-type: none"> • July 20, 2026 • July 20, 2027 • July 20, 2028
<u>Quarterly Report:</u> <ul style="list-style-type: none"> ▶ Performance Measures Results ▶ Demographic Data ▶ Narrative 	<u>Quarterly Report:</u> <ul style="list-style-type: none"> ▶ Performance Measures Results ▶ Demographic Data ▶ Narrative 	<u>Quarterly Report:</u> <ul style="list-style-type: none"> ▶ Performance Measures Results ▶ Demographic Data ▶ Narrative 	<u>Quarterly and Annual Report:</u> <ul style="list-style-type: none"> ▶ Performance Measures Results ▶ Demographic Data ▶ Narrative
<u>Additional Reporting:</u> <ul style="list-style-type: none"> ▶ County Grant Awards Report 	<u>Additional Reporting:</u> <ul style="list-style-type: none"> ▶ Client/Participant Satisfaction Report 	<u>Additional Reporting:</u> <ul style="list-style-type: none"> ▶ Audited Financial Statement 	<u>Additional Reporting:</u> <ul style="list-style-type: none"> ▶ Client/Participant Satisfaction Report ▶ Annual client success story

C. Additional Requirements

1. County may work with Contractor to identify additional metrics and measures to be tracked on an as-needed basis to evaluate the program and conduct continuous quality improvement.
2. County will have the option to modify or add related measures, reports and/or request additional data be entered into Clarity to meet its program goals as agreed to by both parties within the Agreement's total obligation amount. County shall notify Contractor 20 business days in advance of any modifications to Exhibit C.
3. County may request additional data from Contractor and/or retrieve reports from Clarity to understand client requests, services, and outcomes. Contractor will receive at least 10 County business days advance notice unless there is an urgent need to expedite the data/report.

(End of Exhibit C)

Exhibit F

Revised April 2024

Clarity Human Services System Usage and Data Sharing Agreement for Core Service Agencies and Homeless Service Providers

In 2014, Core Service Agencies and homeless service providers migrated to the secure, private and confidential Clarity Human Services system network by Bitfocus ("Clarity"). This migration to Clarity allows for data sharing across providers.

Commitment to Data Entry

The Core Service Agencies and homeless service providers (agency name, hereinafter "the Agency") agrees to enter into Clarity's secure system timely and accurate data about the clients to whom they provide safety net services and homeless services pursuant to their contracts with the County of San Mateo ("County"). Timely entry of this data is crucial to the community's ability to match and refer clients to appropriate safety net and homeless services provided by other providers; to report accurate performance measures; and to capture data on community need.

If the Agency experiences difficulty with the timely entry of data into Clarity, they will notify HSA of the delay, seek technical assistance if necessary, and provide a plan within one week to bring the data entry current as soon as possible.

Confidentiality of Client Data

The Agency will establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of client data and to prevent unauthorized use or access to it.

The data in Clarity shall not be disclosed to anyone or any entity except in connection with the administration of the Agency's safety net and homeless service programs, as necessary to achieve the provision of homeless and safety net services, or for analysis of the data to show performance measurements, including that of contract compliance.

The data may be reviewed by San Mateo County personnel on a need-to-know basis to check performance measurements, community trends, client services, and for the purpose of monitoring contract compliance. Summary results (e.g., non-identifying information such as general statistical data, caseload, provider data, funding, and expenditure information) are non-confidential may be shared upon request. Data that contains identifying information will be accessible and shared on a need-to-know basis only, and only to the extent permitted by applicable law.

The Agency acknowledges that these confidential data are proprietary to the County and agrees to comply with all applicable State and Federal confidentiality laws and regulations.

The Agency may collect Personally Identifiable Information (“PII”, as defined in Federal information security and privacy laws as information that can be used on its own or in conjunction with other information to identify, contact, or locate a single person, or to identify an individual in context) only when appropriate for the purposes for which the information is obtained or when required by law. The Agency must collect PII by lawful and fair means and, where appropriate, with the knowledge of the individual. The Agency must post the San Mateo County Clarity HMIS Privacy Notice (“Notice”) at each building that provides direct services. If services are being provided by phone, the Agency will offer to read the Notice and also will make efforts to provide a written copy of the Notice via mail or other means. A copy of the Clarity HMIS Privacy Policy (“Policy”) must be made available to clients upon request. Consent of the individual for data collection may be assumed when the Notice is properly displayed according to the Policy. See the attachment or the following link for a copy of the current Policy: <https://www.smcgov.org/hsa/san-mateo-county-clarity-hmis-privacy-policy>.

Licensing

Only the Agency’s staff who provide safety net or homeless services shall be granted access to Clarity. When the Agency requests a Clarity license for a new staff member, the Agency director or manager will review with the staff member the confidentiality and security rules regarding Clarity. The staff member will be asked to review and accept the Clarity oath of confidentiality upon their initial login into Clarity and annually thereafter while they retain access to the system.

ACCESS TO THE CLARITY SYSTEM AFTER EMPLOYMENT ENDS IS PROHIBITED. If an authorized user separates from employment with the Agency, notification must be made as soon as possible to the HSA Service Desk in advance of the employee leaving. The request will provide a license termination date.

If any license goes unused for more than 90 days, that license may be deactivated. The Agency holding the license will be notified prior to deactivation of the license and the Agency will have 5 business days to respond with a request if the license is to be continued.

System Configuration Change Requests

All Clarity user agencies’ requests to change Clarity system configuration will be evaluated by HSA. For the cost of all Change Requests unique to one or a group of agencies and for non-Core or non-HMIS standard programs, payment shall be made by the requesting agency(ies).

User Support

If the Agency experiences any technical difficulty with the system, the Agency’s staff will send a service request to the Human Services Agency Business Systems Group at hsa_servicedesk@smcgov.org or (650) 802-7573.

Staff Responsibilities

The Agency agrees to train its staff and to establish internal processes and procedures to ensure all staff and volunteers safeguard clients' confidentiality and privacy and enter accurate, complete data. It is understood that accessing Clarity's secure, private, and confidential network is for the sole purpose of serving clients. All authorized individuals accessing the Clarity network of Core Service Agencies and homeless service providers must have a legitimate business reason when searching and accessing information. All activity is logged, and participating agencies understand and agree that this audit trail can be viewed at any time by authorized County personnel.

Contractor/Service Provider Agreement

BY ENTERING INTO THIS AGREEMENT, THE AGENCY AGREES TO THE FOLLOWING:

The Agency agrees that all Agency staff provided with Clarity access will be trained to safeguard the information contained in the SMC secure and private network of Core Service Agencies and homeless services providers.

The Agency agrees to provide internal process and procedures to train the Agency's staff on the security and confidentiality principles that guard this secure and private network.

The Agency understands and agrees that Agency and its representatives will share and protect information in the Clarity system as set forth herein and as required by law.

The Agency agrees to abide by the Clarity HMIS Privacy Policy and policy management document, available here: <https://www.smcgov.org/hsa/san-mateo-county-clarity-hmis-privacy-policy> (current version attached). The Agency agrees to further abide by any updates to these documents.

County of San Mateo – Fingerprinting Certification Form

Exhibit E

DATE: 5/12/2025

AGREEMENT WITH: YMCA of San
Francisco

FOR: Core agency services for the service area of Brisbane, San Bruno, and South San
Francisco

Contractor agrees that its employees and/or its subcontractors, assignees and volunteers who, during the course of performing services under this agreement, have contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom contractors employees, assignees and subcontractors or volunteers have contact.

NAME: Wesley Chip Rich

TITLE: VP

SIGNATURE:

DocuSigned by:

CC00A470024C427...

DATE:

5/12/2025

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:

Wesley Rich

Name of Contractor(s):

YMCA of Greater San Francisco

Street Address or P.O. Box:


169 Steuart st

City, State, Zip Code:

SF, CA 94105

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

Signature:

DocuSigned by:

CC00A470024C427...

Title of Authorized Official:

VP

Date:

5/12/2025

*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."