

**Agreement No. 5859**

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SAMARITAN HOUSE**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Samaritan House, 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 serving as the Core Service Agency for Menlo Park and East Palo Alto.

**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 Reporting
- Exhibit D – Clarity Human Services System Usage and Data Sharing Agreement for Core Service Agencies and Homeless Service Providers
- Attachment I—§ 504 Compliance
- Attachment P – Personally Identifiable Information

**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 FOUR HUNDRED SEVENTY-FOUR THOUSAND SEVEN HUNDRED EIGHTY-SIX DOLLARS (\$474,786.00). In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by 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 01, 2019, through June 30, 2021.

**5. Termination**

This Agreement may be terminated by Contractor or by the County 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, and regulations, 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. 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 or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

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

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

**a. General Non-discrimination**

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

**b. Equal Employment Opportunity**

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

**c. Section 504 of the Rehabilitation Act of 1973**

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

**d. Compliance with County's Equal Benefits Ordinance**

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

**e. Discrimination Against Individuals with Disabilities**

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

**f. History of Discrimination**

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

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager 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 Manager, 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 Manager.

To effectuate the provisions of this Section, the County Manager 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 if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or 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: Selina Toy Lee, Program Director, CCO  
Address: 1 Davis Drive, Belmont, CA 94002  
Telephone: 650-802-5120  
Email: [SToy-Lee@smcgov.org](mailto:SToy-Lee@smcgov.org)

In the case of Contractor, to:

Name/Title: Bart Charlow, CEO  
Address: 4031 Pacific Blvd, San Mateo, CA 94403  
Telephone: 650-523-0810  
Email: bart@samaritanhousesanmateo.org

**18. Electronic Signature**

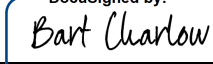
Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures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

\* \* \*



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

**For Contractor:**

DocuSigned by:  Bart Charlow	5/8/2019   4:37 PM PDT	Bart Charlow
Contractor Signature	Date	Contractor Name (please print)

**For County:**

Purchasing Agent Signature (Department Head or <b>Authorized</b> Designee) County of San Mateo	Date	Purchasing Agent Name (please print) (Department Head or <b>Authorized</b> Designee) County of San Mateo
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Purchasing Agent or <b>Authorized</b> Designee Job Title (please print) County of San Mateo
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**Exhibit A - Services  
Program/Project Description**

**Samaritan House – Samaritan House South**

- 1. Clients to be Served** - Contractor's primary service area is East Palo Alto and Menlo Park.

Low-income County residents who need assistance meeting basic human needs (safety net services) relating to housing, food, shelter, clothing, financial support, energy assistance, advocacy, case management, counseling, and follow-up.

Contractor will provide emergency services to any County resident who is homeless and is seeking services, whether or not the homeless Individual was staying within the primary service area. Contractor may continue to serve any homeless person should transportation to another Core Service Agency prove difficult for them.

In addition, if a County resident from an area outside of the primary service area of that Core Service Agency seeks services, Contractor will provide one-time services to meet any immediate needs and will then refer the resident to the Core Service Agency that serves his/her home area.

- 2. Client Services** - Contractor will perform an assessment and determine the needs of the clients in the following areas:

**Public Benefits**

- Provide information on public benefits.
- Refer to appropriate public agencies to obtain these benefits.
- Provide assistance with the completion of applications and other forms, whether by phone, on-line or paper, to begin receiving these benefits. This includes, but is not limited to, CalFresh, CalWORKs, General Assistance, health coverage programs, such as Covered California, ACE, and Medi-Cal, and Cash Assistance Program for Immigrants (CAPI) and Women, Infants and Children (WIC) benefits.
- Refer clients who may be eligible for public benefits to HSA. Offer information regarding how to access benefits and offer opportunities to apply.
- Refer veteran clients to County Veterans Service Office for any questions or needs related to veterans' benefits.

**Coordinated  
Entry/Referrals  
for Homeless  
Services**

Complete screening of individuals/households who are experiencing a housing crisis and may be in need of homeless services. Contractor will complete screening and referrals to the Diversion and Coordinated Entry System following the Diversion and Coordinated Entry System processes as established by HSA. Contractor will work collaboratively with the Diversion and Coordinated Entry System provider.

Complete referrals for additional homeless services.

Housing

Refer and provide information on affordable housing options. This includes but is not limited to Department of Housing website, SMCHousingSearch.org, Moving-To-Work application online, HIP Housing, and affordable housing.

For veterans who are homeless, also refer to SSVF and VASH program, as applicable.

Food

Maintain a supply of non-perishable food on site that can be distributed to clients with immediate food needs and maintain a referral list of food access points for clients in need of additional food resources.

Utilize Second Harvest and/or other resources to obtain food.

Assist clients with applying for and accessing food via Second Harvest and other community food programs. When possible, include access to fresh produce.

Financial Assistance

Provide emergency rent assistance, mortgage assistance, security deposits, utilities assistance, car repair, and other emergency financial needs using all available funding sources such as Measure K Homeless Prevention Assistance Program, Season of Sharing, Community Services Block Grant (CSBG), Housing Industry Fund (HIF), and other available funding, following the guidelines and eligibility criteria established for each funding source.

Refer clients to utility assistance programs and liaise with the appropriate entities such as Central Coast Energy Services to submit the application and assist clients with completing the application process.

Material Goods

Assist clients with accessing resources for clothing, diapers, and other emergency material needs.

Transportation

Provide referrals to transportation programs, such as Redi-Wheels.

Arrange for emergency transportation and assistance with the cost of fares.

Participate in the Lifeline Transportation Program for taxi vouchers and bus tickets, when available.

Tax Preparation Assistance

Assist tax filing and access to tax credits by providing tax preparation assistance or by providing a referral to a program that provides tax preparation assistance.

Promote tax preparation services to clients/the community to encourage access to tax credit programs.

Inclement Weather

Participate in the Inclement Weather Program, following the Inclement Weather Program processes established by HSA.

Outreach

Attend community meetings regarding safety net services and provide information to community members regarding how to access safety net and homeless services.

Information & Referral

Provide information and referrals to meet the needs of clients, including the services above, as well as adult education, employment, physical and behavioral health needs, and other needs.

- 3. **Effects of Service:** Services will allow County residents in crisis to stabilize their situation over the short-term and to receive assistance in working towards long-term solutions to emergency situations.

4. **Additional Contractor Responsibilities**

Data Quality

Contractor will enter accurate data into the Clarity System in a timely manner about all the clients to whom they provide safety net services as described in Exhibit D, Clarity Human Services System, Usage and Data Sharing Agreement for Core Service Agencies and Homeless Service Providers.

Contractor will train staff on data entry and Core Service Agency policies and procedures. Contractor will review their data regularly and ensure that the data reflects the work of the agency.

Public Benefits

Maintain staff knowledge of key public benefits that include but are not limited to CalFresh, CalWORKs, General Assistance, health coverage programs (Covered California, ACE, Medi-Cal, etc.), Cash Assistance Program for Immigrants (CAPI), and Women Infants and Children (WIC) to assist with identifying potentially eligible individuals.

Organizational Policies and Procedures

Contractor will maintain written policies regarding the client grievance process; health and safety including fire and earthquake safety and evacuation; sanitary handling and safe storage of food; client rights; child abuse reporting; and client confidentiality.

Collaboration

Contractor will participate in County initiatives regarding safety net and homeless services planning.

Contractor will participate in County provider meetings for safety net and homeless services providers.

Contractor will participate in Point In Time/One Day Homeless Count and Survey.

Contractor will participate in Homeless Outreach Team (HOT) multi-disciplinary meetings and work collaboratively with HOT staff to provide any documentation available that helps establish eligibility for vouchers for homeless Core clients.

211 & SMC-Connect

Contractor will maintain current agency information in 211 and SMC-Connect.

Web Site

Contractor will have a minimum of one web page that provides basic information about location, contact information, services, and hours of operation.

Hours of Operation and Coverage

Contractor will provide County a schedule of operations that includes hours of service for each weekday. For any weekday hours between 9:00 am - 4:00 pm that the Contractor is not open for services, the schedule will include Contractor's plan for coverage for immediate needs (shelter/inclement weather requests, food requests) for community members who call or go to Contractor's office seeking assistance during those hours. The plan will also include coverage for immediate needs during any additional time that Contractor will not be open for services (i.e. staff training, holidays observed by Contractor that are not County holidays). If Contractor's hours of operations change, Contractor will provide County with an updated schedule of operations and coverage within 5 business days.

Staff Changes

Contractor will notify HSA of changes in staff who provide Core services.

For staff who have a Clarity account and who are leaving the agency, going out on a leave, or changing roles to another part of the agency, Contractor will notify HSA immediately upon the staff's departure. For planned departures, Contractor will notify HSA at least a week in advance.

Service Integration

Contractor will coordinate training to ensure that its staff is knowledgeable and up to date on the services provided by HSA and other community agencies.

**Exhibit B – Payments and Rates  
Samaritan House – Samaritan House South**

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

**A. General Payment Terms**

**1. Invoicing**

Invoices will include line item accounting for quarterly expenses. Invoices will not be paid that do not include this detail.

**2. Quality of Work and Performance**

County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. If County should find that that the quantity or quality of work is unacceptable, County shall notify Contractor in writing with a detailed statement of what needs to be resolved. Contractor shall respond to County within 15 days of receipt of statement with a corrective action plan unless otherwise notified of a different timeline by County.

Corrective action plans must be accepted by the County in writing. Contractor is not entitled to payment for services that are not rendered under this agreement.

**3. Right of County to Adjust Funding**

County shall have the option to adjust funding across quarters and fiscal years to meet program service goals as long as it does not exceed the total contract obligation.

County will conduct a review of Contractor's FY19-20 performance and expenditures, and shall have the option to revise the funding amount for FY20-21.

**4. Right of County to Request Additional Services**

County may request a change to the scope of services to meet its program goals. County may adjust payment terms for the programs described within this Agreement to accommodate the change to the scope of services as agreed upon by the parties as long as it does not exceed the total agreement obligation and is not otherwise restricted by any grant or specific funding agreements.

## **B. Reporting**

- Reports are a requirement of this Agreement. Delays in submitting complete reports will delay payments of invoices to Contractor.
- Quarterly performance reporting details are located in Exhibit C, Performance Reporting.
- An annual line item budget and an indirect cost methodology will be provided by Contractor to HSA showing the planned usage of this contract's funding.
- Contractor will provide HSA with annual audited financial statements in accordance with generally accepted government auditing standards annually within nine months after the fiscal year end.
- Contractor will annually submit a schedule of County grant programs showing award name, award amount, award date, expenditures life-to-date, amounts received life-to-date.
- In order to ensure long-term financial planning and sustainability, Contractor will provide a written financial flexibility plan that describes the risk of losing any revenue source and details the actions Contractor will take if a revenue source is lost.

## **C. Payments and Reporting Schedule**

Contractor shall invoice County quarterly based on the payment schedule tables for each fiscal year. Itemized invoices will include a detailed accounting of expenses and funding use. Expenses must be in accordance with services outlined in this agreement or expenses may be disallowed. Reporting requirements from Exhibit C are included in the invoice and reporting schedule below. County shall pay Contractor upon receipt and approval of invoices and all required reporting

**Table B1 - Payment and Reporting Schedule**

Fiscal Year	FY19-20 & FY 20-21			
	1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
Term	July 1 through September 30	October 1 through December 31	January 1 through March 31	April 1 through June 30
Amount	\$59,349	\$59,348	\$59,348	\$59,348
Report & Invoice Due	October 20	January 20	April 20	June 20
Reports	<p>A. Quarterly Reporting as described in Exhibit C</p> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ County Grant Awards Report</li> </ul>	<p>A. Quarterly Reporting as described in Exhibit C</p> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ Customer/Client Satisfaction Report</li> </ul>	<p>A. Quarterly Reporting as described in Exhibit C</p> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ Annual Audited Financial Statement</li> </ul>	<p>A. Quarterly and Annual Reporting as described in Exhibit C</p> <p>B. Additional Reporting:</p> <ul style="list-style-type: none"> <li>▶ Customer/Client Satisfaction Report</li> </ul>
			Annual Total	\$237,393

**D. Submission of Invoices and Reports**

All invoices and reports shall be submitted by email to Khalia Parish at [kparish@smcgov.org](mailto:kparish@smcgov.org).



**Exhibit C - Performance Reporting  
Samaritan House – Samaritan House South**

Quarterly reporting is a requirement of payment. Delays in submission of complete reports will delay payments of invoices to Contractor. Quarterly reporting must include the following:

- Client services delivered (Clarity Performance Measurement Report).
- Narrative describing highlights and challenges.
- Detailed expense invoice.
- Brief report of any additional funding sources/revenue the agency has secured as well as any decrease in revenue.
- Results for each of the measures listed in the Performance Reporting section below will be submitted quarterly.
- Customer satisfaction will be reported on a semi-annual basis in the 2nd and 4th quarter reports.

**A. Number of Clients Served - by Households and Individuals**

- a. Number of clients/participants served each fiscal year. The Core Clarity System will be the system of record for these targets.

Table C1 – Clients Served

	<b>Households</b>
Number of Households Who Receive Core Service Agency Safety Net Services	1,000

**B. Performance Reporting**

County shall have the option to modify performance measures, goals and targets by written notice. County shall notify Contractor in advance of any modifications.

Table C2 – Performance Measures

Annual Measure	Target
Percent of individuals who request and receive food. (Of all individuals who request food, what percentage receive food, food program enrollment, or referral for food.)	99%
Data Quality <ul style="list-style-type: none"> <li>• City</li> <li>• Zip</li> </ul>	Less than 10% missing/other
Overall customer/client satisfaction. Percent of customer survey respondents rating services as good or better.**	85%
Overall customer/client satisfaction: Number of surveys completed per quarter	100
For clients who receive financial assistance, percent of those contacted who remain housed six months after assistance.***	80%

\*\*The customer service measure will be reported on a semi-annual basis in the 2nd and 4th quarters.

\*\*\*The survey of clients/participants who remain housed after six months will be reported on a quarterly basis.

Contractor will agree to and participate in Site Review/Contract Compliance Visits with HSA designated staff. Visits will occur at least once per year, with increased frequency if areas for improvement arise.

County may request additional data from Contractor and/or retrieve reports from Clarity to understand client requests and services being provided.

## **Exhibit D - 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.

#### **A. Commitment to Data Entry**

The Core Service Agencies and homeless service providers agree to timely enter into Clarity's secure system 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 Core Service Agencies and homeless service providers' ability to refer clients to other providers, report accurate performance measures and to capture data on community need.

If any provider experiences difficulty in 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.

#### **B. Confidentiality of Client Data**

Core Service Agencies and homeless service providers will establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the 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 safety net and homeless service programs, as necessary to achieve the provision of homeless and safety net services, or for the 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 provide data, funding and expenditure information) is 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.

Core Service Agencies and homeless service providers acknowledge that these confidential data are proprietary to the County and agree to comply with all applicable State and Federal confidentiality laws and regulations.

To authorize the parties to this Agreement to share individually identifiable client information, clients who are entered into the system must sign a Client Consent for Clarity System Data Collection and Release of Information form that will be kept with their records in Clarity and/or in their paper file. The release informs the client that partner agencies in San Mateo County will have access on a need-to-know basis to their records in the secure system. If a client refuses to sign a release, services will not be denied and the client will be entered into Clarity as a private client.

**C. Agencies Entering and Accessing Data in Clarity**

CORE SERVICE AGENCIES	HOMELESS SERVICE PROVIDERS
<ul style="list-style-type: none"> <li>• Coastside Hope</li> <li>• Daly City Community Services Center</li> <li>• Fair Oaks Community Center</li> <li>• Puente de la Costa Sur</li> <li>• Pacifica Resource Center</li> <li>• Samaritan House</li> <li>• YMCA Community Resource Center</li> </ul>	<ul style="list-style-type: none"> <li>• Abode Services</li> <li>• StarVista</li> <li>• San Mateo County Human Services Agency</li> <li>• Housing Authority of the County of San Mateo</li> <li>• San Mateo County Department of Housing</li> <li>• San Mateo County Health System, Behavioral Health and Recovery Services</li> <li>• Mateo Lodge</li> <li>• Home and Hope</li> <li>• LifeMoves (formerly known as InnVision Shelter Network)</li> <li>• Mental Health Association of San Mateo County</li> <li>• Next Step Center, Veterans Resource Center of America</li> <li>• Project WeHOPE</li> <li>• Samaritan House</li> <li>• Service League of San Mateo County</li> <li>• VA Palo Alto Health Care System (VAPAHCS)</li> <li>• San Francisco VA Health Care System (SFVA)</li> </ul>

Efforts are made to keep this list current, however there may be Core Service Agencies and/or homeless service providers that begin to participate in the data system in the future.

**D. Licensing**

Only agency staff who provide safety net or homeless services shall be granted access to Clarity. When an agency is requesting a Clarity license for a new staff, the agency director or manager will review with the staff the confidentiality and security rules regarding Clarity and will send the completed, signed Clarity oath of confidentiality form to HSA to request a new account.

**ACCESS TO THE CLARITY SYSTEM AFTER EMPLOYMENT ENDS IS PROHIBITED.** If an authorized user separates from employment with a Core Service Agency or homeless service provider, 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.

**E. System Configuration Change Requests**

All agencies Change Requests (CR) will be evaluated by HSA. For the cost of all Change Requests (CRs) 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).

**F. User Support**

If a Core Service Agency or homeless service provider experiences any technical difficulty with the system, a service request must be sent to the Human Services Agency, Business Systems Group at hsa\_servicedesk@smcgov.org or (650) 802-7573.

**G. Contractor/Service Provider Agreement**

The Core Service Agencies and homeless service providers agree to train their 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.

**(End of Exhibit D)**

## ATTACHMENT I

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

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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.

Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. 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 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 Contractor(s).

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."

## Attachment P - Personally Identifiable Information

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

#### I. 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.

#### II. 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

**III. Use of Safeguards by Contractor to Protect PII**

- a. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides PII received from, or created or received by Contractor on behalf of County, agrees to adhere to the same restrictions and conditions contained in this Attachment PII.
- b. Contractor agrees to advise its staff who have access to PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws and regulations.
- c. Contractor agrees to train and use reasonable measures to ensure compliance by Contractor's staff, including, but not limited to (1) providing initial privacy and security awareness training to each new staff within thirty (30) days of employment; (2) thereafter, providing annual refresher training or reminders of the PII privacy and security safeguards to all Contractor's staff; (3) maintaining records indicating each Contractor's staff name and the date on which the privacy and security awareness training was completed; and (4) retaining training records for a period of three (3) years after completion of the training.
- d. Contractor agrees to provide documented sanction policies and procedures for Contractor's staff who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment when appropriate.
- e. Contractor agrees that all Contractor's staff performing services under this Agreement sign a confidentiality statement prior to accessing PII and annually thereafter. The signed statement shall be retained for a period of three (3) years, and the statement include at a minimum: (1) general use; (2) security and privacy safeguards; (3) unacceptable use; and (4) enforcement policies.
- f. Contractor agrees to conduct a background check of Contractor's staff before they may access PII with more thorough screening done for those employees who are authorized to bypass significant technical and operational security controls. Contractor further agrees that screening documentation shall be retained for a period of three (3) years following conclusion of the employment relationship.
- g. Contractor agrees to conduct periodic privacy and security reviews of work activity, including random sampling of work product by Contractor's staff by management level



personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of County's programs and the use and disclosure of PII. Examples include, but are not limited to, access to data, case files or other activities related to the handling of PII.

- h. Contractor shall ensure that PII is used and stored in an area that is physically safe from access by unauthorized persons at all times and safeguard PII from loss, theft, or inadvertent disclosure by securing all areas of its facilities where Contractor's staff assist in the administration of the County's programs and use, disclose, or store PII.
- i. Contractor shall ensure that each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee of Contractor and access is revoked.
- j. Contractor shall ensure that there are security guards or a monitored alarm system at all times at Contractor's facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.
- k. Contractor shall ensure that data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only those authorized by this Agreement. Visitors to any Contractor data centers area storing PII as a result of administration of a County program must be escorted at all times by authorized Contractor's staff.
- l. Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which Contractor staff can transport PII, as well as the physical security requirements during transport.
- m. Contractor shall ensure that any PII stored in a vehicle shall be in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.
- n. Contractor shall ensure that PII shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- o. Contractor shall ensure that all workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- p. Contractor shall ensure that servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- q. Contractor agrees that only the minimum necessary amount of PII required to perform required business functions will be accessed, copied, downloaded, or exported.

- r. Contractor shall ensure that all electronic files, which contain PII data is encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- s. Contractor shall ensure that all workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily. In addition, Contractor shall ensure that:
  - i. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
  - ii. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
  - iii. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
  - iv. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- t. Contractor shall ensure that all of its staff accessing Personally Identifiable Information on applications and systems will be issued a unique individual password that is 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 end to end at the network level, or the data files containing PII can be encrypted. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- bb. Contractor shall ensure that all of its systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.
- cc. Contractor shall ensure that audit control mechanisms are in place. All Contractor systems processing and/or storing Personally Identifiable Information must have a least an annual system risk assessment/security review that ensure administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection. Review shall include vulnerability scanning tools.
- dd. Contractor shall ensure that all of its systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.
- ee. Contractor shall ensure that all of its systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.
- ff. Contractor shall establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
- gg. Contractor shall ensure its data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- hh. Contractor shall establish documented procedures to backup PII to maintain retrievable exact copies of PII. The documented backup procedures shall contain a schedule which includes incremental and full backups, storing backups offsite, inventory of backup media, recovery of PII data, an estimate of the amount of time needed to restore PII data.
- ii. Contractor shall ensure that PII in paper form shall not be left unattended at any time, unless it is locked space such as a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information. Locked spaces are defined as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use, meaning that there are Contractor's staff and non-Contractor functions in one building in work areas that are not

securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.

- jj. Contractor shall ensure that any PII that must be disposed of will be through confidential means, such as cross cut 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.

**IV. 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.

**V. 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.

**VI. 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.

**VII. 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.

**VIII. 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.

**IX. 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.