

Agreement No. 7510022R\_\_\_\_\_

CMS ID 9522

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PUENTE DE LA COSTA SUR**

This Agreement is entered into this date \_\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Puente de la Costa Sur, 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 providing Core Agency and Lifeline Transportation services.

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

**1. Exhibits and Attachments**

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

Exhibit A	Core Services
Exhibit A1	Lifeline Transportation Services
Exhibit B	Core Services Payments and Rates
Exhibit B1	Lifeline Transportation Services Payments and Rates
Exhibit C	Core Services Performance and Reports
Exhibit D	HMIS Clarity System
Attachment F	Fingerprinting Certification Form
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 Exhibits B and B1, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibits A, A1, C, and D.

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibits A, A1, C, and D County shall make payment to Contractor based on the rates and in the manner specified in Exhibits B and B1. 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 **THREE HUNDRED FORTY-NINE THOUSAND FOUR HUNDRED NINETY-FIVE DOLLARS (\$349,495)**. 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 01, 2022 through June 30, 2025.

**5. Termination**

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

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

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

**6. Contract Materials**

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

**7. Relationship of Parties**

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

**8. Hold Harmless**

**a. General Hold Harmless**

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

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

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

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

**b. Intellectual Property Indemnification**

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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

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.

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.107 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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 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.

#### **h. Compliance with Living Wage Ordinance**

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

#### **13. Compliance with County Employee Jury Service Ordinance**

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

#### **14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and

Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

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

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

**15. Merger Clause; Amendments**

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

**16. Controlling Law; Venue**

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

**17. Notices**

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

In the case of County, to:

Name/Title: Selina Toy Lee, Director, CCO  
Address: 1 Davis Dr., Belmont, CA 94002  
Telephone: 650-802-5120  
Email: SToy-Lee@smcgov.org



In the case of Contractor, to:

Name/Title: Rita Mancera, Executive Director  
Address: PO Box 554, Pescadero, CA 94060  
Telephone: 650-879-1691 ext 102  
Email: RMancera@mypuente.org

**18. Electronic Signature**

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

**19. Payment of Permits/Licenses**

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

\* \* \*

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

**For Contractor: PUENTE DE LA COSTA SUR**

<small>DocuSigned by:</small>		
<i>Rita Mancera</i>		
<small>E7F8DA6E907A4C7...</small>		
_____ Contractor Signature	6/1/2022   9:22 PM PDT _____ Date	Rita Mancera _____ 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, Contractor shall provide the following services:

#### **A. Designated Service Area**

Contractor will provide the following services in La Honda, Loma Mar, Pescadero, and San Gregorio.

#### **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 housing, potential evictions, food insecurity, and are at-risk of or experiencing homelessness. Contractor will provide these residents with emergency and safety net services to meet immediate and basic needs. Services include food, housing, homeless prevention services, emergency financial support including rent and/or utility assistance, shelter, 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**

Contractor/Core Service Agency will:

1. Perform a client-centered, strengths-based assessment for each household or individual, determine client's needs, and provide services based upon the unique needs of the household/individual.
2. Provide services in a culturally sensitive manner.
3. Provide services in languages matching the demographics of the population to be served and to 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.
4. Provide staff training and supervision to ensure high quality, consistent services in compliance with Contractor's policies and procedures.
5. Provide public benefit information and assistance, Contractor will:
  - a) Maintain knowledge of public benefits and benefit program application processes.
  - b) Provide information about public benefits such as CalFresh, CalWORKs, General Assistance, Cash Assistance Program for Immigrants (CAPI), unemployment benefits, Women, Infants and Children (WIC), and health coverage programs, such as Covered California, ACE (Access and Care for Everyone), and Medi-Cal. In addition, Contractor will refer veterans to the County's Veterans Service Office to answer questions or provide support regarding eligible benefits specific to veterans.
  - c) Assist clients with applying for and maintaining (enrollment in) benefits. This includes referring clients to appropriate public agencies and providing phone, online or paper support to clients as necessary to apply for or maintain benefits.
6. Provide emergency food and connections to ongoing food resources. Contractor will:
  - a) Maintain a supply of emergency food on-site that can be distributed to clients with immediate food needs. Contractor may utilize Second Harvest and/or other resources to help obtain food for their on-site supply of emergency food. If on-site food does not include perishable food items, Contractor will provide referrals to local resources for perishable food.
  - b) Provide a referral list of food resources (i.e., Second Harvest and other community food programs) including a current schedule of hot meals and other

- food resources such as meal programs and grocery programs, to anyone with food needs. Contractor will assist clients with applying for and accessing these food resources.
- c) Provide appropriate safe food handling training and ensure that their staff have the appropriate training and/or certification.
7. Provide emergency financial assistance/homeless prevention services. Contractor will:
- a) Assist clients with emergency financial assistance (EFA) to prevent homelessness and support housing stability by working with clients to determine eligibility for financial assistance funds, collecting and reviewing the required eligibility documents, and either administering EFA directly or working with the County's contracted EFA administrative entity (for the EFA funding sources that have a specified centralized administrative entity) to have the funds paid, for those who are eligible. EFA includes security deposit assistance, one-time rent assistance, and assistance with utility expenses, and can also include assistance with other one-time items that impact overall housing stability (i.e., car repair, which will enable a client to maintain a job, thereby maintaining income to support their current housing).
  - b) 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 EFA accessibility for eligible residents, including but not limited to: community outreach and awareness efforts including to high-need populations; the standardization of processes to ensure that applicants understand the process and are able to apply; fraud and duplicative payment detection; and data monitoring, evaluation, and reporting to ensure that all EFA funds are being utilized efficiently and effectively.
    - (1) For all EFA service delivery (whether administered directly or through the County's contracted EFA administrative entity), Contractor will conduct, either directly or through a designated Core Agency, a six (6) month follow-up survey on the housing situation/status of individuals who received EFA. Multiple methods and attempts must be made to reach a client to maximize proportion of clients successfully surveyed. Survey results are a part of regular reporting.
  - c) Financial assistance services will be provided in the ways shown below:
    - (1) Assist clients with verifying their eligibility for and applying to EFA programs, including:
      - (a) Client financial assistance funds administered by the County's contracted EFA administrative entity, Samaritan House. These include: Measure K Homeless Prevention and Financial Assistance Program, Community Services Block Grant (CSBG), and any other County-funded EFA sources. These client financial assistance programs are accessed via all eight Core Service Agencies. Samaritan House was selected as the administrative entity for these county-funded sources via a Request for Proposals issued by the County in 2019. Contractor will provide:
        - (i) Application information to potential applicants (via information on the Contractor's website and other communication processes), process applications received either online or in paper, conduct an assessment, review the client need, determine if the client meets the applicable eligibility requirements, collect all required documents, follow up with applicants regarding any missing or unclear information in their application, review documents to ensure that they meet requirements and eligibility, and submit the documents to Samaritan House. Samaritan House staff then reviews the documentation to confirm that it is complete and meets all grant requirements, and if the client is eligible, Samaritan House will issue

- the check to the applicable vendor, such as the landlord. Contractor will work in close collaboration with Samaritan House and will act as the primary contact/lead to communicate with clients, Samaritan House, the landlord and any other applicable party.
- (b) Direct referrals and connecting clients to community-based financial resource programs (such as St. Vincent de Paul, Housing Industry Fund and Community Legal Services in East Palo Alto (CLSEPA). Contractor will:
    - (i) Review the client's needs, determine if the client meets the program eligibility requirements, collect all required documents, submit the documents to the funding source, and act as the primary contact and lead for communication with the funder, the vendor (i.e., landlord), and the client to help the client complete the process.
  - (c) Provide application support for other financial assistance resources. Contractor will:
    - (i) Assist clients with applying for and receiving utility assistance and act as a liaison with the appropriate entities, such as Central Coast Energy Services and Pacific Gas and Electric, to submit the completed application and assist clients with completing the application process, including providing intensive support to clients to complete the forms on a timely basis, follow up with Central Coast Energy Services or Pacific Gas and Electric as needed, and assist the client with completing the process.
  - d) Provide additional resources and/or respond to available resources from local jurisdictions or other entities, Contractor may also maintain separate EFA funding sources to utilize specifically for direct client financial assistance. Direct financial assistance via local funding resources is secured and administered by each Contractor for their specific service area or agency. These include but are not limited to city funding, foundation funding, and funding from other sources. The EFA funding sources and support described above will be included as part of the services provided under the Core Service Agency contract, however, the funding for the payments to clients/landlords should be covered via other contracts or arrangements with other funders outside of the Core Service Agency contract.
  - e) The EFA funding sources and Contractor roles, as described above, are based on the current EFA landscape as of late 2021. This landscape may shift or be modified at any time dependent on EFA resources, and/or local needs that may change over time. If the County shifts or modifies the EFA program in any way during the contract term, Contractor will be informed in writing of the changes.
8. Provide referrals to legal resources. Contractor will inform households in need of legal support related to their housing situations about the EFA program options, as described above, in addition to refer the household to available legal resources to assist with their legal needs (i.e., eviction proceedings, questions about tenant rights, etc.).
  9. Serve as the diversion and coordinated entry system entry point for homeless services. Contractor will serve as a Diversion and Coordinated Entry System (CES) entry point for County residents who are at risk of or are experiencing homelessness. The Diversion and CES provider, currently Samaritan House, was selected via an RFP issued by the County in 2021. Samaritan House program staff lead the implementation of Diversion and CES, working closely with the Core Service Agencies, homeless service providers, and other programs. The Core Service Agencies play key roles in the CES procedures. The Diversion and CES program, all of the Core Service Agencies and homeless service providers, and HSA collaborate closely together to operate CES, following the guiding principles and policies established by HSA. The specific procedures and ways that Core Service Agencies

interact with the CES program may shift over time, on an as needed basis, as CES evolves. Contractor will:

- a) Act as an entry point for services for households who are at risk of or are experiencing homelessness. Contractor conducts a screening to determine if the household can be assisted via Core Service Agency services (such as client EFA programs) or if the household should be referred to CES for further assistance, if the household meets the CES eligibility criteria. CES eligibility criteria includes residency in San Mateo County and experiencing homelessness or being at imminent risk of homelessness.
    - (1) For households who are screened by Contractor and determined to be in need of homeless services and to be eligible for CES, Contractor completes a warm hand-off to a CES/Diversion Specialist. The CES/Diversion 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 entering homelessness. If there is no other housing alternative identified, the CES/Diversion 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.
  - b) Continue to provide emergency and safety net services (i.e., food, public benefits, forms assistance, and any other Core Services available) to households that have been screened and referred to CES for diversion and homeless assistance.
10. Provide housing information and support services. Contractor will:
- a) Provide information to clients on affordable housing options including but not limited to the Department of Housing website, SMCHousingSearch.org, Moving-To-Work application online, Human Investment Project (HIP) Housing, affordable housing, veteran housing, and senior housing. Contractor will provide assistance to clients in completing application forms for housing programs.
  - b) Maintain knowledge about community housing resources and application processes. Contractor is not required to provide in-depth housing locator assistance; however, Contractor will provide basic housing search resources, options, and tips, including assistance with finding rental listings and/or affordable housing applications/lists (as described in 10.a. above).
  - c) For veterans who are at risk of homelessness, Contractor will help connect them to Supportive Services for Veteran Families (SSVF) or other appropriate services in order to help these veterans receive assistance accessing state and federal benefits, referrals, housing assistance, resume writing assistance, and other benefits.
11. Provide access to material goods. Contractor will assist clients with accessing resources for clothing, diapers, and other emergency material needs.
12. Provide transportation assistance. Contractor will:
- a) Provide referrals to and assist clients with enrolling in transportation programs, including Redi-Wheels.
  - b) Assist clients with applicable transportation assistance.
  - c) Maintain resources to provide some assistance with the cost of transportation (may include various forms of transportation such as bus, taxi for urgent needs, Lifeline Transportation Program, and other transportation options).
13. Provide tax preparation outreach and referrals. Contractor will conduct outreach for tax preparation programs for low-income individuals and families, will refer or help clients connect to community resources that can assist with tax preparation/filing, and will help clients apply for any applicable tax credits.
14. Participate in the Inclement Weather Program (IWP). IWP is operated by HSA and generally runs from November to April each year to provide additional capacity in homeless shelters during periods of significant weather events. Contractor serves as an entry point for IWP and screens clients and refers eligible clients to the CES/Diversion Specialist for IWP services.
15. Provide outreach, information, and referrals. Contractor will:
- a) Attend community meetings regarding emergency and safety net services and provide information to community members regarding how to access Core Services and

- homeless services. Outreach includes 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 needed to ensure the community has a proper understanding of the Core Services available.
- b) Maintain clear, informative, and up-to-date outreach literature describing their Core Services and all methods as to how these services can be accessed (i.e., in person, online, phone, etc.).
  - c) Develop collaborative relationships with other community providers and maintain staff knowledge of community resources. Contractor leadership and staff will maintain an understanding of and connections to local programs and resources such as child care resources, Behavioral Health and Recovery Services (BHRS), schools, medical and dental clinics, Dignity on Wheels (mobile showers and laundry), City and County services, law enforcement, Homeless Outreach Teams (HOT), continuing education/adult school, food programs, senior services, vocational rehabilitation and employment resources, and other community-based resources.
  - d) Provide information and referrals to clients for a wide 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.
  - e) 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, hours of operation, and other helpful emergency and safety net information/resources that can be accessed in the event the agency is closed.
16. Assist clients with accessing community holiday programs or directly administer holiday programs. Holiday programs are programs that provide food (or gift cards) at Thanksgiving and provide food and gifts (and/or gift cards) for children during the winter holiday season. Some communities have established holiday programs that are operated by city agencies and/or other non-profits; when that is the case, Contractor will collaborate with the existing program and will assist eligible clients with accessing the programs and Contractor may also provide direct assistance to the program, with staffing of events and administration of the program.
17. Participate in County initiatives regarding emergency safety net and homeless services planning, provider meetings for emergency and safety net and homeless services providers, Point In Time Counts/One Day Homeless Counts and Surveys, and other applicable County and community meetings to promote collaboration, information sharing, and consistency of services.
18. Collect and enter data accurately and on time. All services provided must be documented in the system designated by HSA, the Clarity system (Clarity), which is an online case management and 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 Core Service Agency staff. Contractor will:
- a) Enter accurate, timely, and complete information into the Clarity system, following data entry guidelines established by the County, which includes data entry for all services provided to all household members.
  - b) 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.
  - c) Enter data into the Clarity System in a timely manner that complies with the information in *Exhibit D, Clarity Human Services System Usage and Data Sharing Agreement for Core Service Agencies and Homeless Service Providers*.
  - d) 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.

- e) Follow HSA Clarity policies, including notifying HSA of changes in staff who provide Core Services. And for staff who have a Clarity log in and who are leaving the agency, going out on a leave, or changing roles to another part of the agency, the Contractor will notify the HSA Service Desk (HSAServiceDesk@smcgov.org) immediately upon the staff's departure. For planned departures, the Contractor will notify the HSA Service Desk (HSAServiceDesk@smcgov.org) at least a week in advance so that the Clarity log in can be deactivated on the departure date.
- 19. Create, update, maintain, and train staff on written policies regarding services provided; assessment processes; eligibility criteria and screening processes for services; referral processes; customer service expectations; client grievance processes; incident reporting; personnel including hiring, training and supervision/oversight; health and safety including fire and earthquake safety and evacuation; sanitary handling and safe storage of food; client rights; child and elder abuse reporting; client confidentiality; and all other areas needed to ensure consistent, high-quality services. Contractor will review these policies with all staff upon hiring and on a regular basis and management will establish and implement processes to ensure ongoing compliance.
- 20. Participate in County's site review/contract compliance visits.
- 21. Provide ongoing staff training to ensure that Contractor staff are knowledgeable and up to date on the services provided by their agency, other community-based services, HSA, and other state, local and community agencies. At a minimum Contractor staff working with clients are expected to participate in at least one client engagement training (i.e., motivational interviewing); one diversity, equity or inclusion training (i.e., cultural competency, unconscious bias); one agency procedural training (i.e., policy and procedure review); and one safety training (i.e., client safety, workplace safety, or staff self-care) each year.
- 22. Have a quality improvement plan utilizing a variety of sources of information and data, such as 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 need. Contractor will establish an ongoing process for utilizing this data to continually refine and improve services offered, policies and procedures, and training resources. The quality improvement plan will include:
  - a) Collaborating with people with lived experience of homelessness, housing instability, and/or food insecurity. Contractor will establish and maintain structures to request and receive input from people with lived experience of homelessness, housing instability and/or food insecurity, including people who have received Core Service Agency services, to provide programmatic input on Core Service delivery and client experiences.
  - b) Equity initiatives. Contractor will review their Core Service data and their overall agency's policies and processes using an equity lens, including a focus on race, ethnicity, and gender identity. This data will be used to inform Core Service programming at each Core Service Agency. Contractor will also participate in County or other agency led equity initiatives as they are able to.
- 23. Develop and implement a schedule of operations. At a minimum, the schedule should include the hours of 9:00 a.m. to 5:00 p.m., Monday through Friday, with exceptions as described in 23.b. below. However, if, due to high community need (i.e., for clients who work and/or attend school), there is a need to shift these regular hours of operation to accommodate evening and/or weekend times, Contractor may propose a modified schedule to maximize accessibility in their community. This modified schedule will be subject to written approval from HSA, and with Contractor's understanding that having services available during regular hours of operation (9:00 a.m. to 5:00 p.m., Monday through Friday) is preferable and will be highly prioritized over modified schedules.



- a) Schedule of operations will indicate and be updated, as needed, to reflect the availability of remote (i.e., phone, email, etc.) vs. in-person services. Each Contractor's website will remain current on their hours of operation including any details related to service delivery access (i.e., remote vs. in-person availability). Contractor is expected to request from and receive approval in writing by the County before any changes to their hours of operation are implemented.
  - (1) Services are expected to be available in person and also by phone - to the extent possible that services can be provided by phone and with the understanding that some services may need to be in person. Contractor will also – to the extent possible - provide access to services online. Due to risks presented by COVID-19, during the COVID-19 pandemic, Contractor is able to shift operations to be primarily offered by phone and remotely. However, processes should be in place for clients who don't have access to phones or the internet and therefore need to access services in person.
- b) Maintain coverage plans. In situations in which the Contractor will be closed or unavailable at any time during regular hours of operation (9:00 a.m. to 5:00 p.m., Monday through Friday), coverage plans will be implemented as follows.
  - (1) Staff meetings or trainings – Contractor can have brief closures of up to 2 hours per week for staff meetings or trainings. If staff meetings or trainings are over 2 hours per week, Contractor will collaborate with a neighboring Core Service Agency to ensure access to emergency and safety net services at all times during regular hours of operation.
  - (2) Other rare/unforeseen circumstances (i.e., a power outage) – For these situations, Contractor will collaborate with a neighboring Core Service Agency to ensure access to emergency and safety net services at all times during regular hours of operation.
  - (3) Holidays – If a Contractor has a holiday closure on a County holiday, a coverage plan with a neighboring Core Service Agency is not needed. However, if a Contractor has a holiday closure on a non-County holiday, the Core Service Agency will collaborate with a neighboring Core Service Agency to ensure access to emergency and safety net services at all times during regular hours of operation.
- 24. Provide an accessible office location (Core Service Agency location) and appropriate office configuration. Contractor will ensure that:
  - a) The location where Core Services are provided is located within the contracted service area, and in a location in the community that is accessible to clients/potential clients.
  - b) The office location has ample parking for those who drive to the office and is easy to access for clients who utilize public transportation.
  - c) The office location accommodates emergency food as described in 6 above.
  - d) The office location maintains accessibility in compliance with the Americans with Disabilities Act (ADA). This includes restrooms and accessible entrances and exits.
  - e) Any space that requires a client to share personal information is configured in a way to ensure privacy, including the reception area and spaces where staff meet with clients.
  - f) Additional safety protocols are in place for clients and staff in response to the COVID-19 pandemic.
- 25. Provide additional related services upon request by County and as agreed upon by both parties as long as it does not exceed the total Agreement obligation amount.

(End of Exhibit A)

### **Exhibit A1 – Lifeline Transportation Services**

In consideration of the payments set forth in Exhibit B1, Contractor shall provide the following services:

**A. Purchase and distribution, Contractor will:**

1. Purchase SamTrans bus tickets, Clipper Cards, and passes to improve transportation access for low-income families and individuals who are:
  - Participating in self-sufficiency activities or family stability activities
  - Participating in employment-related activities
2. Distribute SamTrans bus tickets, Clipper Cards, and passes to clients following the policies and eligibility criteria set by HSA.
3. Document all distribution of SamTrans bus tickets, Clipper Cards, and passes to clients and submit quarterly reporting to HSA regarding their distribution, as described below.

**B. Reporting, Contractor will:**

1. Submit quarterly reports electronically to [AMorales1@smcgov.org](mailto:AMorales1@smcgov.org), or their designee, by the 20th day following the last day of the quarter. This will serve as supporting documentation for each quarterly invoice. County will have the option to modify reporting requirements by written advance notice of 20 business days. The following three items must be submitted each quarter:

a) Report 1: Control Log

Using the template distributed by HSA, for each ticket/Clipper Card/pass issued, the Control Log must include the following information:

- Date issued
- Bus ticket/Clipper Card/pass serial number
- Number of tickets/Clipper Cards/passes distributed
- Client name
- Recipient signature or initial (by client or staff)
- Specific purpose – only one checkbox must be selected
- Staff authorization (name/signature/title)
- *Optional:* The Summary Total at the bottom of each page is optional to complete, though it may be helpful for completing the Summary Report detailed below

b) Report 2: Summary Report

Using the template distributed by HSA, for all tickets/Clipper Cards/passes issued, the Summary Report must include:

- Number of tickets/Clipper Cards/passes issued per month/period, broken out by type
- Cost of each ticket/Clipper Card/pass distributed per month/period, broken out by type
- Total cost of tickets/Clipper Cards/passes distributed per month/period, broken out by type
- Cumulative cost for all tickets/Clipper Cards/passes distributed per month/period
- Number of people who received transportation support for employment-related needs per month/period
- Number of people who received transportation support for self-sufficiency needs per month/period
- Total number of people who received transportation support per month/period

c) Client Success Story

A minimum of one client success story must be provided with each LTP invoice. Client success stories must provide basic details about a client and demonstrate the impact of LTP as it relates to either of the activities as described in A.1. above.

(End of Exhibit A1)

### **Exhibit B – Core Services Payments and Rates**

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

1. Contractor will invoice County on a quarterly basis for actual costs incurred for services shown in Exhibit A based on the amounts shown in the table below. Invoices must be accompanied by a line-item accounting for quarterly expenses and evidence of work performed, or costs incurred including but not limited to timesheets, copies of bills and/or packing slips. In addition, invoices will be accompanied by any reports due as shown in Exhibit C. Invoices and all supporting documentation must be submitted electronically to [AMorales1@smcgov.org](mailto:AMorales1@smcgov.org), or designee, in accordance with the due dates shown in the table below.
2. County shall have the option to adjust or modify the amounts allocated per quarter to meet program goals as agreed by both parties, as long as it does not exceed the total Agreement obligation amount or is in conflict with any grant requirements.
3. County will pay Contractor upon receipt and approval of invoice.
4. Invoice and Report Due Dates:

Reporting Period		Amount	Due Dates for Invoices
Q1	July	\$29,042	<ul style="list-style-type: none"> <li>October 20, 2022</li> <li>October 20, 2023</li> <li>October 20, 2024</li> </ul>
	August		
	September		
Q2	October	\$29,041	<ul style="list-style-type: none"> <li>January 20, 2023</li> <li>January 20, 2024</li> <li>January 20, 2025</li> </ul>
	November		
	December		
Q3	January	\$29,041	<ul style="list-style-type: none"> <li>April 20, 2023</li> <li>April 20, 2024</li> <li>April 20, 2025</li> </ul>
	February		
	March		
Q4	April	\$29,041	<ul style="list-style-type: none"> <li>June 20, 2023</li> <li>June 20, 2024</li> <li>June 20, 2025</li> </ul> (due early due to County Fiscal Year End Close)
	May		
	June		
<b>Totals:</b>		<ul style="list-style-type: none"> <li>FY22-23: \$116,165</li> <li>FY23-24: \$116,165</li> <li>FY24-25: \$116,165</li> </ul>	

(End of Exhibit B)

**Exhibit B1 – Lifeline Transportation Services Payments and Rates**

In consideration of the services set forth in Exhibit A1 and the terms and conditions of the agreement, County shall pay contractor based on the following terms:

1. Contractor will invoice County on a quarterly basis for services shown in Exhibit A1 based on a total allocation amount not to exceed \$1,000. Contractor will submit invoice, along with required backup documentation as listed in Exhibit A1, electronically to [AMorales1@smcgov.org](mailto:AMorales1@smcgov.org), or their designee. Invoices are due within 20 days following the end of the quarter except for the fourth quarter which will be due by June 20.
2. County will have the right to modify or adjust services and/or allocation amounts to meet program goals as agreed to by both parties, as long as it does not exceed the Agreement's total obligation amount or is restricted by any grant or specific funding agreements.
3. County will pay Contractor upon receipt and approval of invoice including any required reports or backup documentation.

(End of Exhibit B1)

### **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		
Percent of individuals who request food, will receive food either directly or through a referral to, or enrollment in, a food program.	100%		
Data Quality Error Rate in Core Service Agency Performance Report.	<b>Data Element</b>	<b>Target</b>	
	City	Less than 7% "other" data	
	ZIP	Less than 7% "other" data	
Overall client/participant satisfaction: Percent of survey respondents rating services as good or better.	85%		
Overall customer/client satisfaction: Number of surveys completed biannually (Q2 and Q4).	30		
For clients who receive financial assistance, percent of those contacted who remain housed six months after assistance.	80%		
Number of individuals served each fiscal year (accessed via the Core Performance Measurement Report).	1800		
Number of households served each fiscal year (accessed via the Core Performance Measurement Report).	800		

#### **B. Reports**

1. Reports are due electronically to [AMorales1@smcgov.org](mailto:AMorales1@smcgov.org), or their designee, in accordance with the table shown below. Contractor will provide:
  - a) A quarterly performance report that includes the following:
    - Results for all performance measures as described above; and
    - A summary of full demographic data on all household members including, but not limited to, age, gender identity, race, ethnicity, city, and ZIP code; and
    - A narrative on trends in services, needs, and performance, as well as any changes to operations and/or funding sources; and
    - A client success story.
  - b) Emergency Financial Assistance (EFA) reports on a quarterly basis, or more frequently if needed, to help the County understand the funding landscape per service area and countywide, and, in turn, inform the County of emerging trends and challenges. Reports will include the following information:
    - Number of EFA requests (i.e., all phone call and walk-in requests) received by city.
    - Number of EFA applications: received, approved/paid, inactive, denied.
    - Funding source status (for EFA funding sources specific to each agency): total allocated, amount still available, funding source, geographic area served per funding source.
    - Length of time of application processing.

- c) An annual agency budget and financial report that includes the following information:
- An annual line-item budget for Contractor as a whole and for the contract funding.
    1. All changes to annual line-item budgets must follow HSA's established approval process for line-item changes.
  - Audited financial statements in accordance with generally accepted government auditing standards (submitted within nine months after the fiscal year end).
  - 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.
2. Overview of Reports and Due Dates:

1 <sup>st</sup> Quarter	2 <sup>nd</sup> Quarter	3 <sup>rd</sup> Quarter	4 <sup>th</sup> Quarter
07/01 to 09/30	10/01 to 12/31	01/01 to 3/31	04/01 to 06/30
<b><u>Due:</u></b> <ul style="list-style-type: none"> <li>• October 20, 2022</li> <li>• October 20, 2023</li> <li>• October 20, 2024</li> </ul> Quarterly Reporting: <ul style="list-style-type: none"> <li>▶ Performance Measures Results</li> <li>▶ Demographic Data</li> <li>▶ Narrative</li> <li>▶ Client Success Story</li> </ul> Additional Reporting: <ul style="list-style-type: none"> <li>▶ County Grant Awards Report</li> </ul>	<b><u>Due:</u></b> <ul style="list-style-type: none"> <li>• January 20, 2023</li> <li>• January 20, 2024</li> <li>• January 20, 2025</li> </ul> Quarterly Reporting: <ul style="list-style-type: none"> <li>▶ Performance Measures Results</li> <li>▶ Demographic Data</li> <li>▶ Narrative</li> <li>▶ Client Success Story</li> </ul> Additional Reporting: <ul style="list-style-type: none"> <li>▶ Client/Participant Satisfaction Report</li> </ul>	<b><u>Due:</u></b> <ul style="list-style-type: none"> <li>• April 20, 2023</li> <li>• April 20, 2024</li> <li>• April 20, 2025</li> </ul> Quarterly Reporting: <ul style="list-style-type: none"> <li>▶ Performance Measures Results</li> <li>▶ Demographic Data</li> <li>▶ Narrative</li> <li>▶ Client Success Story</li> </ul> Additional Reporting: <ul style="list-style-type: none"> <li>▶ Annual Audited Financial Statement</li> </ul>	<b><u>Due:</u></b> <ul style="list-style-type: none"> <li>• July 20, 2023</li> <li>• July 20, 2024</li> <li>• July 20, 2025</li> </ul> Quarterly/Annual Reporting: <ul style="list-style-type: none"> <li>▶ Performance Measures Results</li> <li>▶ Demographic Data</li> <li>▶ Narrative</li> <li>▶ Client Success Story</li> </ul> Additional Reporting: <ul style="list-style-type: none"> <li>▶ Client/Participant Satisfaction Report</li> </ul>

### C. Additional Requirements

1. County will 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 and as long as it does not exceed the Agreement's total obligation amount. County shall notify Contractor 20 business days in advance of any modifications to Exhibit C.

(End of Exhibit C)

**Exhibit D - HMIS**  
**Revised December 2018**  
**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 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.

**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.

### 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.

### 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 EMPLOYEMENT 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.

### **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).

### **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](mailto:hsa_servicedesk@smcgov.org) or (650) 802-7573.

### **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.

## **Attachement F - County of San Mateo Fingerprinting Certification Form**

**AGREEMENT WITH:** PUENTE DE LA COSTA SUR

**FOR:** Core Agency and Lifeline Transportation services

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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:** Rita Mancera

**TITLE:** Executive Director

**SIGNATURE:**

DocuSigned by:  
*Rita Mancera*  
E7F8DA6E907A4C7...

**DATE:**

6/1/2022 | 9:22 PM PDT

**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:**

Rita Mancera

**Name of Contractor(s):**

Puente de la Costa Sur

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

620 North Street

**City, State, Zip Code:**

Pescadero, ca 94060

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

**Signature:**

DocuSigned by:  
Rita Mancera  
E7F8DA9E907A4C7

**Title of Authorized Official:**

Executive Director

**Date:**

6/1/2022 | 9:22 PM PDT

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

## **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 PIII. 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.