

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND WEHOPE**

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 WeHOPE, hereinafter called "Contractor."

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing homeless outreach services in the southern region of San Mateo County.

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

**1. Exhibits and Attachments**

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

- Exhibit A Services
- Exhibit B Payments and Rates
- Exhibit C Performance and Reports
- Exhibit D HMIS Clarity System
- Exhibit E Child Abuse Prevention and Reporting
- 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 Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibits A, B, C, D, E, F, I, and P.

**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, B, C, D, E, F, I, and P, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. If County should find that the quantity or quality of work is unacceptable, County shall notify Contractor in writing with a detailed statement and plan to correct performance. Contractor shall respond to County within fifteen (15) days of receipt of statement with a plan to confirm what steps will be taken to correct performance. In no event shall County's total fiscal obligation under this Agreement exceed **FOUR HUNDRED EIGHTY THOUSAND DOLLARS (\$480,000)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed

by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 01, 2022, through June 30, 2024.

**5. Termination**

This Agreement may be terminated by Contractor or by the Human Services Director 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
- (b) Motor Vehicle Liability Insurance... \$1,000,000

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

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

**11. Compliance With Laws**

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

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: Jessica Silverberg, Human Services Manager  
Address: 1 Davis Dr., Belmont, CA 94002

Telephone: 650-802-3378  
Email: JSilverberg@smcgov.org

In the case of Contractor, to:

Name/Title: Paul Bains, President Co-Founder  
Address: 1854 Bay Road, Suite B, East Palo Alto, CA 94303  
Telephone: 650-779-5045  
Email: PBains7@projectwehope.com

**18. Electronic Signature**

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

**19. 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: WEHOPE**

 8EC9B10ABEC54CB	6/1/2022   9:54 AM PDT Paul Bains	
_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

## **Exhibit A - Services**

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

### **I. Purpose**

Provide homeless outreach services in Southern region of San Mateo County. Specific program components of homeless outreach include outreach and engagement, case management, multi-disciplinary team meetings, rapid response to community inquiries or referrals of unsheltered homeless persons.

The goal of homeless outreach is to provide services and support to unsheltered homeless individuals and households with the purpose of assisting them with becoming housed. Homeless outreach services partner with the Coordinated Entry System ("CES") established by San Mateo County Human Services Agency ("HSA") to act as an integrated part of the community's homeless crisis response system.

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

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

1. Via 2 FTE outreach case managers, provide services targeted specifically to unsheltered (living outdoors, in vehicles, or other places not meant for human habitation) homeless individuals, households, or unaccompanied youth, who are residents of Southern San Mateo County and are disconnected from mainstream services, homeless services, and other support systems. This includes those with disabilities, little to no income, evictions, criminal convictions, alcohol and/or other substance use, mental and physical health challenges, and other barriers to maintaining housing.
2. Southern San Mateo County includes East Palo Alto, Redwood City, Menlo Park, and unincorporated areas of the southern region of the County east of Interstate 280.
3. Serve both those who are referred by CES as well other unsheltered individuals living in the County encountered by Contractor's outreach staff, in order to target services towards clients who have been unsheltered the longest and are most in need of services.
4. Program participants will be San Mateo County residents at the time of service. Case management and housing plans may include strategies for out-of-county permanent housing solutions. However, if a client moves out of County, services under this contract would cease and Contractor shall identify resources and service providers in the area of relocation to transfer services.

#### **B. Outreach and Engagement:**

Homeless outreach supports the County's efforts to serve the unsheltered homeless population and assist them with returning to housing. Outreach and engagement are essential to building relationships based on trust and respect between the clients and service providers and is a key step toward permanent housing.

1. Target Population:
  - Unsheltered homeless households in Southern San Mateo County with a primary focus on persons who have been unsheltered the longest and/or have the highest barriers to re-entering and maintaining housing.
  - Individuals are not required to be clean and sober, to have completed or currently be in treatment, to be compliant with medication prescription, or to have income or employment to access outreach resources. Participants will not be screened out for lack of "motivation."
  - Street outreach is conducted in areas where unsheltered homeless are known to stay, including encampments, streets, under bridges and overpasses, and in isolated areas. Services are provided primarily in the field where clients live and spend time.
2. Goals and Requirements, under this component Contractor will:

- Identify, contact, and engage as many unsheltered individuals as feasible.
  - Contact and engage unsheltered homeless people who are disconnected from the homeless and mainstream service systems.
  - Engage unsheltered homeless people and establish a pathway to permanent housing.
  - Implement best practices designed to engage unsheltered homeless, e.g., assertive outreach techniques, motivational interviewing.
3. Under the program component, Contractor will:
- Build rapport and positive relationships with unsheltered homeless individuals to provide pathways to housing and linkages to other homeless system and/or mainstream services.
  - Identify and conduct regular and ongoing outreach to areas where unsheltered homeless people live.
  - Assist individuals and families with connecting to Diversion/CES, either by connecting to a Core Service Agency or by completing the specialized Outreach-CES mobile assessment process.
  - Work closely with Core Service Agencies and CES staff and program management on referral processes.
  - Work with and refer individuals and families to Street Medicine, Behavioral Health and Recovery Services (BHRS), Core Service Agency, and other partners.
  - Partner with Street Medicine during their work in the community, connecting Street Medicine with individuals in need of their services, introducing Street Medicine team to them, and helping establish rapport and connections.
  - Collaborate with city staff, County staff, and other key stakeholders in creating and implementing plans to provide additional services and coordination of services to people living in encampment areas or areas with multiple RVs and other vehicles being lived in. Maintain ongoing collaboration with staff from the applicable jurisdictions (City, County, etc.).
  - Coordinate with jurisdictions and other service providers on an ongoing basis, with intensive coordination when a jurisdiction is planning to clear out an encampment. (Homeless outreach teams do not conduct any enforcement activities or encampment clear outs, however they do stay in close communication with jurisdictions regarding the jurisdiction's plans and timelines, and they coordinate with other entities providing services to the individuals.)
  - May include maintaining by-name lists for specific areas or encampments to assist with coordination of services.
  - May provide supplies or other items to assist clients with meeting their basic needs and to build rapport (food, gift cards, socks, glasses, etc.).
  - Identify immediate needs that require short-term interventions, such as direct assistance for basic needs or emergency calls for urgent medical needs.
  - Conduct a standardized assessment of immediate needs to facilitate short-term interventions, such as access to emergency shelter and other homeless system services, residential treatment programs, medical facilities, and other short-term assistance, as a step toward permanent housing.
  - Connect individuals and families with health concerns to health services and support individuals and families with staying connected to these services.
  - During inclement weather activations and other emergencies, conduct additional outreach and assist clients with accessing shelter, provide water and other supplies, and connect individuals to other resources.
  - Provide transportation assistance to assist clients with connecting to services.
  - Work closely with HSA on the One Day Homeless Count, and other ad hoc initiatives to collect information regarding people experiencing homelessness.
  - Document outreach and engagement activities in the San Mateo County Clarity HMIS system in a timely manner.

### **C. Rapid Response**

Rapid response provides a mechanism for community stakeholders to request for homeless outreach staff to make contact and provide support to unsheltered homeless individuals or families in the County.

#### **1. Target Population**

- Unsheltered homeless households in Southern San Mateo County.
- Outreach staff will deploy to locations of inquiries and make reasonable efforts to make contact and engage.
- Inquiries for rapid response to unsheltered homeless may come from service providers, medical providers, law enforcement, City or County staff, stakeholders, the Homeless Outreach App, or other community members.

#### **2. Requirements**

- Outreach staff will conduct outreach within 24 hours of the request. 24 hours is the maximum response time; the goal is to respond as quickly as possible, generally within 5 hours or less for requests received during the program's regular operating hours.
- Establish a process for receiving (via phone and email), responding to, documenting, and tracking rapid response requests. The process should include requests made through the Homeless Outreach App.
- Participate in and respond to rapid response requests from all referral processes developed by HSA, including the Outreach Request Application (also known as Outreach Request App) and any additional processes developed by HSA.
- Communicate process for making rapid response inquiries to service providers, medical providers, law enforcement, City or County staff, stakeholders, and other community members.
- Provide afterhours and weekend coverage to address immediate services or interventions for unsheltered homeless households that may not be able to access mainstream services during business hours.

#### **3. Under the program component, Contractor will:**

- Deploy outreach staff to locations of inquiries and make reasonable efforts to contact the unsheltered homeless households.
- If staff are unable to contact the individual during the first attempt, staff will follow up at least two more times within 7 days to try to contact the individual.
- If contact is made and client is willing, staff will provide outreach and engagement activities, including all of the outreach and engagement services listed above, with an emphasis on attempting to connect the individual or family to immediate assistance such as emergency shelter or other residential setting (detox, residential treatment program, etc.).
- Maintain documentation of all inquiries and responses.
- Document services in the San Mateo County Clarity HMIS system in a timely manner.

### **D. Case Management**

Case management provides intensive services to a set number of individuals, including working with each client to develop and implement a plan to return to permanent housing, as well as assisting them with connecting with other services to meet their other needs (mainstream supportive services, health services, etc.). Clients served under this area must be referred following the CES outreach case management process as determined by HSA in order to ensure that these intensive services are provided to the individuals with the highest needs. A caseload size for a full-time outreach worker, who does outreach and engagement, rapid response work, and case management, would typically be 15-20 unsheltered individuals at any given time. If an outreach worker solely focuses on case management, then a full-time outreach worker would typically serve 20-25 individuals with case management services at any given time.

1. Target Population

- Unsheltered homeless individuals in Southern San Mateo County with a primary focus on persons who have been unsheltered the longest and/or have the highest barriers to re-entering and maintaining housing.
- Unsheltered homeless individuals who have been assessed and added to the homeless outreach services caseload via the established process.
- Street outreach is conducted in areas where unsheltered homeless are known to stay, including encampments, streets, under bridges and overpasses, and in isolated areas. Services are provided primarily in the field where clients live and spend time.

2. Goals and Requirements, Contractor will ensure:

- Case management applies a client-centered approach respecting each individual's strengths and preferences and maintains a focus on permanent housing for all clients.
- Case management implements trauma-informed care based and harm reduction model.
- Individualized case plans (with a primary focus on permanent housing) are developed according to standardized assessments of each client's needs and goals.
- Clients served under this area are referred following the CES outreach case management process as determined by HSA, in order to ensure that these intensive services are provided to the individuals with the highest needs.
- Individuals are not required to be clean and sober, to have completed or currently be in treatment, to be compliant with medication prescription, or to have income or employment to access outreach resources. Participants will not be screened out for lack of "motivation."
- Case management is guided by Housing First principles. The primary objective of the program is to help unsheltered people transition to safe, secure housing from which they can use as a starting place to address other issues.
- Outreach staff will work closely with other service providers (primary and mental health, housing location, etc.), to ensure a "warm transfer" of services once a client is housed or transitions into another program with case management, such as a shelter or residential treatment program.

3. Under the program component, Contractor will:

- Create and implement a client-centered housing plan to assist clients with rapidly and sustainably exiting homelessness.
- Make consistent effort to engage unsheltered homeless individuals in case management and other support services, including regular contact and follow up on case plan next steps.
- Based on each client's unique needs, outreach staff will link unsheltered clients to mainstream, health, and behavioral health services.
- Coordinate with service providers who interact with the client through other systems, e.g. mental health, housing vouchers.
- Provide services at the frequency and level of intensity needed to build engagement and support each client in moving toward permanent housing. Case Managers should create a consistent presence with a minimum of twice monthly in person contacts (during the COVID-19 pandemic, some of the contacts can be done by phone or video call instead of in person, as feasible).
- Encourage utilization of shelters as a temporary place to stay while the client continues to pursue permanent housing.
- Provide transportation assistance to assist clients with getting to shelter, appointments, etc.
- Maintain knowledge of eligibility and referral/application processes for a wide range of housing resources, including permanent supportive housing (PSH), rapid re-housing, Housing Readiness Program, Supportive Services for Veterans (SSVF), Veterans Affairs Supportive Housing vouchers (VASH), other subsidies/vouchers, senior

housing, shared housing, affordable housing in the community, as well as other applicable resources such as detox services, residential and outpatient substance use treatment programs, and long term care facilities.

- May provide supplies or other items to assist clients with meeting their basic needs and to build rapport (examples include food, gift cards, socks, glasses).
- Assist clients with completing the application or enrollment processes for housing programs.
- Support clients with becoming “document ready” and with the eligibility process for housing programs, including intensive support with obtaining documents from agencies such as Social Security and the Department of Motor Vehicles.
- When clients transition into shelter, housing, or another program (i.e. residential treatment), case manager will conduct a warm handoff whenever possible and collaborate with new case manager to assist with the transition of services.
- Provide afterhours and weekend coverage to provide immediate services or interventions for unsheltered homeless people who may not be able to access mainstream services during business hours.
- Identify non-housing-related services that clients are already connected to and coordinate with other service providers to facilitate access (e.g., engagement, transportation).
- Identify non-housing-related services (e.g., public benefits, mental health) that clients need and connect clients to appropriate service providers and resources.
- Connect individuals and families with health concerns to health services for support in accessing medical care and follow up.
- Work with shelter providers to facilitate temporary housing interventions and ensure clear roles and responsibilities on case plan and permanent housing goals.
- Consistently monitor progress with case plans and reassess needs and goals as needed.
- Maintain case files of case notes on housing plan progress, required documentation for eligibility and housing applications, and current client consent and release of information.
- Make emergency calls when needed and report critical incidents to HSA.
- Document case management activities in the San Mateo County Clarity HMIS system in a timely manner.

#### **E. Multi-Disciplinary Team Meetings**

Multi-disciplinary teams (MDTs) serve as a forum in which to find solutions for unsheltered homeless individuals working with outreach staff. Case conferencing within an MDT enables outreach staff to identify clients’ needs and resources, and to utilize the broad base of experience to assess and plan the most appropriate course of action. MDT meetings generally occur monthly and are organized by geographic region. There are currently five regions of the county, and two MDT meetings in Southern San Mateo County. See chart below for details. At the MDT meetings, outreach staff report on each client who is receiving case management services (and who has signed the applicable Release of Information forms) and present the housing-focused case plan, updates on the progress toward housing, barriers, and challenges. MDT participating agencies (which include city staff, HSA, mental health programs, and other service providers) provide suggestions, resources, and sometimes also offer direct assistance to the clients in collaboration with the outreach staff.

1. Goals and Requirements, Contractor will:
  - Maintain a collaborative environment with representation at MDTs from law enforcement, San Mateo County BHRS, homeless shelters, Core Service Agencies, primary and mental health care, and other safety net and homeless providers.
  - Maintain strict confidentiality in case conferencing and follow program confidentiality policies regarding obtaining consent to share information/Release of Information forms.
2. Under this program component, Contractor will:

- Provide information to clients on MDT model and obtain consent for case conferencing within the MDT if clients are willing (note: if client does not consent, client can still receive all homeless outreach services but will not be discussed at the MDT).
  - At each MDT meeting: Homeless outreach case manager who provides services to clients in the area/region presents about each client who is receiving case management. The case manager presents the client’s housing-focused case plan, progress toward housing, eligibility for various housing resources, barriers, challenges, concerns, needs, and can request suggestions or support from MDT approved participating agencies.
  - Communicate to MDT members outreach coverage and current case management caseload. The program will maintain an appropriate staff to client ratio for quality services.
  - Homeless outreach program leadership will present at regional and county-wide steering and oversight meetings (outreach steering and oversight meetings currently exist in some regions and are in development in other regions).
3. Southern San Mateo County Homeless Outreach Services MDT Regions are shown below. HSA may make changes to the regions and if so, will inform Contractor in writing

Area	Cities/Areas Included
1	Foster City, Redwood City, Woodside, Atherton, Portola Valley, North Fair Oaks, West Menlo Park, Parks
2	East Palo Alto, San Carlos, Belmont, Menlo Park, Parks

**III. Program Requirements**

**A. Program Principles, Contractor will**

1. Accept referrals following the process established by the County, including participation in and receiving referrals from CES.
2. Implement a Housing First approach, ensuring low barriers to program entry and program rules designed to minimize clients being involuntarily terminated from programs. Low entry barriers mean there are no sobriety requirements, service participation requirements, or other entry criteria designed to screen out households based on lack of “housing readiness.”
3. Adopt fair, transparent, and accessible program policies.
4. Be client-centered and individualized to meet the needs of each client.
5. Support client choice and self-determination.
6. Understand the role of emergency shelters and transitional housing as short term.
7. Prioritize assistance for households who are unsheltered and those who have the highest need for assistance to resolve their housing crisis.
8. Be oriented to help all households return to stable housing as quickly as possible.
9. Have funded providers participate in homeless and safety net system planning meetings and collaborate with other community-based organizations and public agency partners.

**A. Hours of Services, Contractor will:**

1. Provide services during times that are tailored to the needs of the clients. Hours of services will include services during regular business hours, and also afterhours services during evenings, nights, and weekends to maximize outreach and connection with the clients to be served.
2. Contractor(s) will submit a proposed schedule to HSA for approval. Any proposed changes to the schedule after initial approval must be approved by HSA in advance of the changes being implemented.

**B. Program Oversight Structure, Contractor will:**

1. Include a program manager/director who will be responsible for overall program operations, including quality assurance and improvement, consistency of services, ongoing training and supervision of staff, partnerships with stakeholders, data tracking, and performance

- outcomes. The program manager and/or director may be full-time or part-time, depending on the size of the program.
2. Work closely with HSA on program implementation, program structure as it relates to other outreach services in the community, and how this program interacts with other homeless system programs, such as Diversion and Coordinated Entry System.
  3. Recruit, retain, train, and supervise program staff, including in the following areas:
    - a. Staff should be qualified for their position.
    - b. Outreach staff are trained to work with hard-to-reach and hard-to-serve clients, who may otherwise be disconnected from mainstream and homeless system services and supports. This means providing ongoing, comprehensive staff trainings on best practices in working with homeless individuals with complex needs, safety protocol and procedures, motivational interviewing, job functions and responsibilities, and emergency response protocol.
    - c. Outreach staff are trained in providing outreach during inclement weather episodes in which the Inclement Weather Program is activated, including cold weather, rainy weather, heat waves, and during air quality concerns.
    - d. Staff should be trained in and practice cultural competence and sensitivity. Program includes multilingual staff.
    - e. Staff should receive training in trauma informed care, motivational interviewing, harm reduction, mental health, and other areas as needed to ensure they are equipped to work effectively with chronically homeless and unsheltered individuals. Staff should apply a strengths-based, person-centered approach to case management that utilizes motivational interviewing and other current best practices.
    - f. Staff should be trained in Housing First principles and actively work to move the greatest number of unsheltered individuals towards permanent housing.
    - g. Staff have knowledge of and are well connected to the array of services available within the community. Staff maintain current knowledge of referral/application processes for shelter, housing resources, voucher and subsidy programs, senior housing, affordable housing, shared housing, substance use treatment programs, long-term care/medical facilities, and other applicable resources.
    - h. Staff receive ongoing training and support to ensure consistent documentation of services and data entry in the San Mateo County Clarity Human Services System (Clarity) Homeless Management Information System (HMIS).
    - i. Provide outreach staff with support, training, and case consultation as needed with staff who have clinical expertise to brainstorm additional methods for engaging and serving clients.
    - j. The provider will maintain written documentation of program policies and procedures and will update the documents on a frequent basis. Documentation includes all areas of program operations, including the following:
      - High quality services consistent with the program model and aligned with Housing First principles.
      - Process for receiving, documenting, and responding to referrals and requests for service.
      - Process for clients to begin receiving case management and procedure for when case management ends.
      - Frequency of supervision and process for staff to reach manager for urgent needs.
      - Thorough, accurate, and timely documentation of all services in the San Mateo County Clarity HMIS system.
      - Safety and emergency protocols.
      - Incident report and resolution process.
      - Confidentiality policies and applicable forms.
      - Program implements Housing First principles, serves the hardest to serve homeless, and actively works to move the greatest number of unsheltered individuals towards permanent housing.

- Program implements a person-centered, strengths-based approach that tailors case management to each client.
- Collaboration with safety net providers, homeless providers, medical and behavioral health providers, substance use treatment programs, law enforcement, and other applicable partners.
- Maintain structure, membership, processes for MDT's (Service Area 1), and/or active participation regarding MDT's (Service Areas 1-3).
- Programs must have an internal grievance process that clients can use to resolve conflicts within the program. Programs must have written policies and procedures for resolving grievances, including a statement regarding the client's right to request reasonable accommodation, and must post them in a conspicuous place and be accessible to clients. In addition, each client shall receive a copy of the grievance policies and procedures upon intake and upon receiving a warning or discharge notice.

**C. Racial Equity Initiatives, Contractor will:**

1. Implement agency and program-level initiatives to address racial equity and will participate in HSA and Continuum of Care equity initiatives.

**D. Critical Incidents, Contractor will:**

1. Report all critical incidents to HSA within 24 hours. Critical incidents include, but are not limited to, the following: assault (to client or staff), 911 calls, misconduct, death, suicide attempt, privacy violation.

**E. Referral/Access Process, Contractor will:**

1. For outreach and engagement, identify clients through their ongoing outreach work in the community; and clients may also be referred for outreach services by HSA and specific agencies designated by HSA.
2. For case management, identify and refer clients via the Coordinated Entry System or an alternate process determined by HSA.

**F. Quality Assurance and Continuous Quality Improvement, Contractor will:**

1. Implement systematic methods of ensuring consistency and quality of services provided and adhere to program policies and procedures.
2. Implement ongoing quality assurance and quality improvement reviews that incorporate data, program outcomes, incident reviews, feedback from clients and others with lived experience of homelessness, feedback from staff, and other sources of information.

**G. Partnerships and Collaborations, Contractor will:**

1. Maintain close collaborative partnerships with other homeless service programs (including, other outreach programs, shelters, rapid re-housing program, voucher/housing programs, Diversion and CES, Core Service Agencies), as well as other services that are frequently needed by these clients, such as health services.
2. Participate in regular meetings with HSA and with other outreach programs and participate in HSA meetings of homeless and safety net provider.

**H. Services Approach, Contractor will:**

1. Implement a Housing First approach, ensuring low barriers to program entry and program rules designed to minimize clients being involuntarily terminated from programs. Low entry barriers mean there are no sobriety requirements, service participation requirements, or other entry criteria designed to screen out households based on lack of "housing readiness." Contractor is encouraged to include peer models, where people with recent or current lived experience of services are included in the service delivery structure.

**I. Engagement with people with lived experience of homelessness, Contractor will:**

1. In a regular and ongoing way, engage with and incorporate feedback from people with lived experience of homelessness, including people with current and recent experience of unsheltered homelessness. This engagement can include informal or ad hoc processes, but it should include ongoing structured processes to gather input from and have in depth engagement with people with lived experience of homelessness. This input and engagement will be used to help shape program policies and services, and to be responsive to the needs and experiences of those who the program serves.
2. Work with HSA and other homeless service providers on HSA and Continuum of Care initiatives to engage people with lived experience of homelessness.

**J. Data Entry and Requirements to Use the San Mateo County Clarity System, Contractor will:**

1. Document all services funded under this contract in the Clarity HMIS used by the San Mateo County Continuum of Care (CoC) (unless there is a specific prohibition against an agency entering into HMIS, such as a domestic violence service provider). Programs must ensure that program staff enter complete and accurate information into Clarity regarding all clients served in a timely manner.
2. Monitor to ensure services are entered in a timely manner and that ongoing quality checks of data are conducted. The program will be responsible for training staff and for quality assurance for all services.

**K. Additional Requirement, Contractor will:**

1. Adjust, modify or provide additional related services to meet County program goals, as agreed upon by both parties in writing, as long as it does not exceed the total agreement obligation.

### **Exhibit B – 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 services shown in Exhibit A based on an annual allocation amount of \$240,000 each fiscal year. Invoices for Q1, Q2 and Q3 are due by the 20<sup>th</sup> of the month following the end of the previous quarter. Due to the County's year end close, the invoice for services rendered in the 4<sup>th</sup> quarter are due by June 20th with reporting due on July 20<sup>th</sup>. All invoices must include any required backup documentation and reports (as listed in Exhibit C) and will be submitted electronically to Matthew Hayes at [MHayes@smcgov.org](mailto:MHayes@smcgov.org) or designee. Invoices shall be itemized and include at a minimum:
  - a. Vendor address
  - b. HSA administrative address: 1 Davis Dr., Belmont, CA 94002
  - c. Remit payment address
  - d. Agreement number
  - e. Date(s) of service
  - f. Cost of service(s)
  - g. "See attached" – if/when back up documentation or reports are provided in addition to the invoice.
2. Contractor will provide a line-item budget to County upon execution of the agreement for each program year and will provide an updated line-item budget to County whenever a budget change occurs.
3. County will pay contractor upon receipt and approval of invoices including backup documentation and required reports.
4. County will have the option to adjust costs, including annual allocation amounts and across each year, or each service, to meet service goals as agreed upon by both parties in writing as long as it does not exceed the total obligation amount nor is restricted by any grant or funding requirements.

### **Exhibit C – Performance Reporting and Monitoring**

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**

<b>Measure</b>	<b>FY 2022-23</b>	<b>FY 2023-24</b>
Number of unduplicated clients who move into permanent housing	17	17
Number of unduplicated clients who move into shelter	27	27
Number of unduplicated clients who are connected to ongoing health services (including mental health/AOD/Street Medicine services)	47	47
Number of unduplicated clients who are assisted to connect with Diversion and complete a CES assessment	83	83
Number of individuals who receive outreach and engagement services each Fiscal Year	133	133
Percentage of rapid response inquiries responded to within 24 hours of the inquiry being made	90%	90%
Number of unduplicated individuals who receive case management services	50	50

#### **B. Reporting, Contractor will:**

1. Submit a performance report each quarter to County along with quarterly invoices. Reports will be submitted electronically to Matthew Hayes ([mhayes@smcgov.org](mailto:mhayes@smcgov.org)) or designee. Reports will include at a minimum the following information:
  - Number of unduplicated clients served during the reporting period
  - Performance measure report (results for performance measures listed in table above for the current quarter and for fiscal year-to-date)
  - Narrative describing trends, successes, challenges during the reporting period and for the program to date
2. Provide County with additional data or reports requested, and/or retrieve reports from the County HMIS system, to understand client requests, services, and outcomes. Contractor will receive at least two weeks advanced notice from County, unless County has an urgent programmatic need for expedited data/report.
3. Provide data on clients served and performance measure data by race and ethnicity.
4. Submit an annual program report within 20 days of the end of the fiscal year. Annual program report will provide information on the impact that outreach services had throughout the entire service year and annual results for each performance measure.
5. Provide County with annual audited financial statements in accordance with generally accepted government auditing standards annually within nine months after the fiscal year end.

**C. Performance and Monitoring, Contractor will:**

1. Participate in Site Review/Contract Compliance Visits with County designated staff. Contractor will receive at least two weeks advanced notice unless there is an urgent programmatic need to expedite the process.
2. Participate in program evaluations and other analysis/evaluations of the homeless system conducted by County.

**D. Modification of Performance, Data or Reports, County will:**

1. Have the option to modify or add related performance measures, goals, and targets to meet its program goals as agreed upon by both parties in writing. County will provide at least two weeks advance written notice unless County has an urgent need programmatic need for expedited information.

**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.

**Exhibit E – Child Abuse Prevention and Reporting**

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, Cal Pen Code 11164 et seq. Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the County to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

- A. A requirement that all employees, consultants, or agents performing services under this contract who are required by the Penal Code to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
- B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under the Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.

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

**AGREEMENT WITH:** WEHOPE

**FOR:** Homeless Outreach 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:** Paul Bains

**TITLE:** President/Founder

**SIGNATURE:**

DocuSigned by:  
  
8FC9B19ABEC54CB...

**DATE:**

6/1/2022 | 9:54 AM PDT

## ATTACHMENT I

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

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

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:**

CHERYL BAINS

**Name of Contractor(s):**

WEHOPE

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

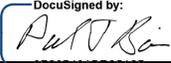
P.O. BOX 50624

**City, State, Zip Code:**

PALO ALTO, CA. 94303

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

**Signature:**

DocuSigned by:  
  
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**Title of Authorized Official:**

President/Founder

**Date:**

6/1/2022 | 9:54 AM 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.