

Agreement No. \_\_\_\_\_ Resolution No. 080537

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND ABODE SERVICES**

This Agreement is entered into this 25 day of June, 2024, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Abode Services, 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 housing location services, move-in and rental financial assistance and housing-focused case management with the goal of returning people who are experiencing homelessness to permanent housing quickly and assisting them to stabilize in permanent housing.

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

**1. Exhibits and Attachments**

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

Exhibit A—Services  
 Exhibit B—Payments and Rates  
 Exhibit C—Performance Reporting and Monitoring  
 Exhibit F—Clarity Human Services System Usage and Data Sharing Agreement  
 Attachment I—§ 504 Compliance  
 Attachment P—Personally Identifiable Information

**2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A, C, 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 Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **SIX HUNDRED AND NINE THOUSAND, SEVEN HUNDRED AND FORTY-FOUR DOLLARS (\$609,744)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract

termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

**4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2024, through June 30, 2025.

**5. Termination**

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

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

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

**6. Contract Materials**

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

**7. Relationship of Parties**

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

**8. Hold Harmless**

**a. General Hold Harmless**

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

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

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

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

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

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

**9. Assignability and Subcontracting**

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

**10. Insurance**

**a. General Requirements**

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

**b. Workers' Compensation and Employer's Liability Insurance**

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

**c. Liability Insurance**

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

(a) Comprehensive General Liability...	\$1,000,000
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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 Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

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

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

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

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

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

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

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

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

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

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

**15. Merger Clause; Amendments**

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

**16. Controlling Law; Venue**

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

**17. Notices**

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



In the case of County, to:

Name/Title: Selina Toy Lee, Director, Collaborative Community Outcomes  
Address: 500 County Center, Redwood City, CA 94063  
Telephone: (650) 802-5120  
Email: SToy-Lee@smcgov.org

In the case of Contractor, to:

Name/Title: Vivian Wan, Chief Operating Officer  
Address: 40849 Fremont Boulevard, Fremont, CA 94538  
Telephone: (510) 657-7409  
Facsimile: (510) 657-7293  
Email: vwan@abodeservices.org

**18. Electronic Signature**

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

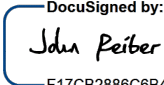
**19. Payment of Permits/Licenses**

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

\* \* \*

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

For Contractor: **Abode Services**

<div>DocuSigned by:  E17CB2886C6B4EC</div>	6/18/2024   8:28 PM PDT	John Reiber
_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)

COUNTY OF SAN MATEO

By:  Resolution No. 080537  
President, Board of Supervisors, San Mateo County

Date: June 25, 2024

ATTEST:

By:   
Clerk of Said Board

## **Exhibit A**

In consideration of payments as shown in Exhibit B, and subject to the terms and conditions of the agreement, Contractor shall provide the following services.

### **I. Purpose**

The goal of rapid re-housing services is to help people experiencing homelessness return to permanent housing as quickly as possible.

Housing and Disability Advocacy Program (HDAP) Rapid Re-housing and Shallow Subsidy services will involve providing housing location services, move-in and rental financial assistance and housing-focused case management with the goal of returning people who are experiencing homelessness to permanent housing quickly and assisting them to stabilize in permanent housing.

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

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

The target population for this program is families and adults who are experiencing homelessness and have a disability but are not currently receiving disability benefits. Disability benefits that program participants might be eligible for include the Supplemental Security Income/State Supplementary Program for the Aged, Blind, and Disabled (SSI/SSP), the federal Social Security Disability Insurance (SSDI) program, and the Cash Assistance Program for Immigrants (CAPI).

Households may be unsheltered (living outdoors, in vehicles, or other places not meant for human habitation), sheltered, or are otherwise experiencing a housing crisis and have no alternative housing options after having been assessed by the Coordinated Entry System (CES). People served may include people with long histories of homelessness, little or no income, evictions, alcohol or substance use issues, mental and physical health challenges, and/or other barriers to maintaining housing.

#### **B. Referral Process**

Contractor will only accept referrals for Rapid Re-Housing and Shallow Subsidy services following the process established by HSA and will provide services only to eligible individuals/households.

Participants will be San Mateo County residents at the time of program enrollment. Participants may choose to search for and move into housing in San Mateo County or in other counties. For program participants who choose to move to other counties, the program will provide time-limited financial assistance and time-limited case management services. The case management services will include identifying resources in the participants' new community that can provide ongoing assistance, as necessary. For participants who move out of San Mateo County, time-limited case management assistance may be provided in person or remotely.

#### **C. Housing Identification Services**

Contractor will:

1. Employ staff who are specialized in housing location support and have specific experience related to housing search, landlord recruitment, lease negotiations, and other

housing location-related topics.

2. Recruit and retain landlords with units that are desirable and sustainable, including in neighborhoods where clients would like to live.
3. Ensure that all housing units pass the U.S. Department of Housing and Urban Development (HUD) Housing Habitability Standards (linked below). Contractor will maintain documentation of each unit's compliance with the Habitability Standards (<https://www.hudexchange.info/resource/3766/esg-minimum-habitability-standards-for-emergency-shelters-and-permanent-housing/>).
4. Negotiate with landlords to help clients, who might otherwise fail to pass typical screening criteria, access housing.
5. Assist clients in identifying and locating potential housing options by providing client with housing leads, training the clients on how to find information about housing opportunities, training clients on landlord communication and tips for submitting applications, providing support to clients in talking to landlords and submitting applications, and offering at least 3 unit viewings that are responsive to client preferences unless client accepts a housing unit sooner.
6. Actively respond to landlord concerns in order to develop and preserve partnerships with landlords for the purposes of future housing placement opportunities for clients.
7. Assist clients in making an informed housing choice based on their housing-focused case plan. This includes providing accurate information about the implications of those choices given the realities of the housing market.
8. Provide individualized housing location assistance, which may include preparing and obtaining documentation for housing readiness, viewing potential permanent housing units with clients, completing housing applications, and completing any required processes established by the Housing Authority.
9. Assist clients in understanding landlord-tenant rights and responsibilities and the requirements of their specific lease or rental agreement.
10. Collaborate closely with any other program that is providing services to the client, such as outreach or shelter programs.

#### **D. Housing-Focused Case Management Services**

Contractor will:

1. Designate staff to provide case management services. The case management staff will be responsible for providing engaging, individualized, housing-focused case management to clients starting at the point of program enrollment and continuing after they move into housing.
2. Develop and continually update individual service plans, with client participation, covering goals related to housing, job training/placement, budgeting, and stabilization needs.

3. If a program participant is staying in shelter, the case manager will work collaboratively with shelter staff to ensure clear roles and responsibilities on case plan and rapid re-housing goals.
4. While a participant is searching for housing, case managers will assist the participant in obtaining and moving into a housing unit, including by helping participants resolve or mitigate tenant screening barriers like rental and utility arrears or multiple evictions, as well as obtain necessary identification or other documents if needed.
5. Contractor shall collaborate with the disability advocacy provider during each phase of the disability benefits application phase to ensure the program participant is fully supported throughout the disability benefits application process.
6. Complete one HDAP Assessment in the San Mateo County Clarity/HMIS database for every HDAP RRH program participant. Contractor shall update the information in the assessment, as needed, throughout the participant's enrollment in the program.
7. Connect the participant with community resources and service options, such as legal services, health care, vocational assistance, transportation, childcare, and other forms of assistance, that continue beyond participation in the HDAP rapid re-housing and shallow subsidy services program.
8. Provide case management services after participants are housed to help stabilize in their housing, including helping to identify and access supports (i.e., family and friend networks, mainstream and community services, and employment and income) and to resolve any issues that may lead to tenancy problems (e.g., disputes with landlords or neighbors).
9. For program participants who choose to move to other Counties, the Contractor will provide time-limited financial assistance and time-limited case management services. The case management services will include identifying resources in the participants' new community that can provide ongoing assistance, as necessary. For participants who move out of the County, time-limited case management assistance may be provided in person or remotely by phone or other virtual meeting platforms.
10. Maintain clear written policies and defined, objective standards for when case management should continue and end. Guidelines are flexible enough to respond to the varied and changing needs of program participants.
11. Maintain a caseload ratio of 10-25 households per case manager.

#### **E. Rent and Move-in Assistance**

Contractor will:

1. Maintain policies and procedures for rent and move-in assistance that are flexible and tailored to the varying and changing needs of a household.
2. Develop an individualized plan for rent and move-in assistance for each participant household that is flexible and tailored to the varying and changing needs of a household while providing the assistance necessary for households to move immediately out of homelessness and to stabilize into permanent housing.

3. Provide financial assistance for security deposits, rent, and utilities according to the individualized assistance plan.
4. Maintain policies and procedures for determining the amount of financial assistance provided to a participant, as well as defined and objective standards for when financial assistance should continue and end.
5. Maximize the number of households served in the program by providing financial assistance in a progressive manner, providing only the assistance necessary to stabilize in permanent housing.
6. Conduct ongoing training, supervision, and quality assurance to ensure consistency and compliance with policies regarding rent and move-in assistance.
7. Offer shallow subsidy to HDAP RRH participants awarded disability benefits with the requirement for periodic recertifications of eligibility every few months until such time as another, longer-term subsidized housing opportunity is available for the household or until the household no longer meets the shallow subsidy criteria established by the program.

#### **F. Quality Assurance and Continuous Quality Improvement**

Contractor will:

1. Maintain timely, accurate client records of all clients served in the San Mateo County Clarity/HMIS database. All client records will be entered into Clarity. Data will be entered during or as soon as possible after the services.
2. Abide by the Clarity HMIS Privacy Policy, available here: <https://www.smcgov.org/hsa/san-mateo-county-clarity-hmis-privacy-policy>. In addition, the Contractor will abide by any updates to these documents.
3. Conduct ongoing reviews of services and documentation of services (file reviews) to ensure required documentation is collected accurately, and that services are provided consistently.
4. Conduct quality assurance and continuous quality improvement, including ongoing training, coaching, and reviewing services and data to ensure quality of services, consistency of services, and adherence to policies and procedures.
5. Implement a systematic process to collect ongoing feedback from clients, homeless and safety net providers, and other stakeholders as a tool for continuous quality improvement.
6. Regularly engage with and incorporate feedback from people with lived experience of homelessness, including people with current and recent experience of sheltered and unsheltered homelessness. Engagement can include informal or ad hoc processes, but it must include ongoing structured processes to gather input from and have in depth engagement with people with lived experience of homelessness.

7. Work with HSA and other homeless service providers on initiatives for engaging people with lived experience of homelessness.
8. Implement agency and program-level initiatives to address racial equity and participate in Continuum of Care (CoC) equity initiatives.

## **G. Additional Requirements**

Contractor will:

1. Accept participants only via the process designated by the County. Where other providers are involved in submitted referrals, employ a streamlined referrals process with just the information necessary to complete the eligibility verification and establish communication with the client.
2. Employ Housing First principles and seek to reduce requirements that act as barriers to homeless services. Contractor will not deny a household's enrollment based on conditions of sobriety and/or an expressed commitment to becoming sober, participation in supportive services or other programming, proof of employment or citizenship, etc.
3. Align the program with the NAEH Rapid Re-housing Performance Benchmarks and Program Standards, which is available online at <http://endhomelessness.org/wp-content/uploads/2016/02/Performance-Benchmarks-and-Program-Standards.pdf>
4. Develop, document, maintain and update program policies and procedures to ensure the rapid re-housing and shallow subsidy services program adheres to County principles and philosophies.
5. Abide by all policies and standards issued by HSA and by the CoC for rapid re-housing programs.
6. Provide services that are low-barrier, meaning clients are not screened out or discharged from the program based on having too little or no income, struggling with or having a history of substance abuse, and/or having a criminal record with exceptions for state-mandated restrictions.
7. Provide services that are culturally appropriate to the populations served.
8. Maintain policies, procedures, and tools to aid staff in serving clients consistently with all applicable service components and update as needed.
9. Provide ongoing, comprehensive staff trainings on safety protocols and procedures, job functions and responsibilities, de-escalation techniques, client services approaches (e.g., motivational interviewing), rapid re-housing principles, appropriate messaging about the program to external partners, and emergency response protocol, and Housing First principles.
10. Meet regularly with outreach and shelter providers to educate them about the rapid re-housing model and program and ensure consistent messaging about the program for clients matched by CES.

11. Provide educational materials about the program for use by external partners in explaining the program to clients.
12. Collaborate with Community Overcoming Relationship Abuse (CORA) to determine most appropriate housing or shelter plans for clients who are experiencing or have experienced domestic violence.
13. Identify and collaborate with existing case managers from homeless service providers, health care providers, and other service providers connected to the client to ensure continuity of case plan. Where existing case management services are expected to end, such as in the case of outreach and shelter case management, collaborate with the existing case manager to transition the case plan to the Contractor. Warm hand-offs with the client and case manager are the preference.
14. Operate in compliance with the Department of Housing and Urban Development's (HUD) Equal Access to Housing Final Rule, ensuring that all individuals have equal access and accommodations to shelter, regardless of gender, gender identity, sexual orientation, and/or marital status.
15. Operate in compliance with the Violence Against Women Act (VAWA), ensuring that all survivors of domestic violence, dating violence, sexual assault, and/or stalking have equal access to protections and shelter, regardless of gender, gender identity, and/or sexual orientation.
16. Report critical incidents within 24 hours via email to HSA including events of: death, homicide, suicide or suicide attempt, and assault (to another client or staff). Current HSA points of contact for incident reports are Khalia Parish ([kparish@smcgov.org](mailto:kparish@smcgov.org)) and Brooke Stacey ([bstacey@smcgov.org](mailto:bstacey@smcgov.org)), and HSA will inform Contractor if points of contact change.
17. Participate in program evaluations and other analysis of the homeless system conducted by County.
18. Participate in County point-in-time counts and surveys.
19. Provide property damage mitigation funding on a case-by-case basis when active participants damage their rental unit beyond what the security deposit covers to supplement security deposit and restore the unit to the original condition.

**County will:**

1. Have the option to adjust, modify or add related services to meet its project/program goals as agreed upon by both parties and adjust costs accordingly as long as it does not exceed the total agreement obligation and is not restricted by any grant or specific funding agreements.
2. Have the option to implement modifications to the services listed in Exhibit A in order to align the rapid re-housing program with the recommendations that are issued from the systemwide evaluation of rapid re-housing services.



## **Exhibit B**

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

### **Contractor will:**

1. Invoice County on a monthly basis for actual costs incurred for services shown in Exhibit A based on the budget shown in Table II. Invoices will be itemized and due by the 20<sup>th</sup> of each month for the previous month's service. Invoice must include the Agreement number, quarterly performance reports as outlined in Exhibit C, and any additional supporting documentation as requested by County. Due to the County's year-end close, June's invoice will be due June 20<sup>th</sup> (see Table I below).
2. Contractor will invoice County for indirect costs using the 15% de minimis rate, calculated off modified total direct costs. Documentation supporting these costs must be retained and made available for audit purposes.
3. Submit invoices, along with back-up documentation and required reports, electronically to Khalia Parish ([kparish@smcgov.org](mailto:kparish@smcgov.org)) and Brooke Stacey ([bstacey@smcgov.org](mailto:bstacey@smcgov.org)) or the designated point of contact.
4. Submit supporting documents for reimbursement by the 20<sup>th</sup> of month for the prior month. Due to the County's year-end fiscal close (July-June) the final year-end invoice will be due June 20.
5. Contractor may receive a portion of County's payments for Client Financial Assistance only (*i.e.*, provision of rental housing subsidies, security deposits, moving expenses, emergency funds to clients or third parties, as set forth in Exhibit B, Table II) in advance ("Advance Payment"), as follows:
  - a. For each of the first, second, and third quarter of the fiscal year (with the first quarter beginning July 1 through September 30), Contractor may submit a quarterly request, in writing to County, on Contractor's letterhead, specifying an Advance Payment for Client Financial Assistance in an amount not to exceed \$66,000 per quarter, provided that:
    - i. the Advance Payment is in accordance with the rates and amounts for Client Financial Assistance;
    - ii. invoices are submitted with detailed line-item budgets and appropriate backup documentation is submitted for all costs;
    - iii. Contractor is within 5% of spending down the previous quarter's advance payment;
    - iv. Contractor has not exceeded 90 days for invoice reconciliation; and
    - v. Contractor must not be in breach of any term of this Agreement.

Subject to these conditions, County shall remit the Advance Payment to Contractor within 30 days of County's receipt and approval of the request, with the exception of the first quarter's Advance Payment request, which will be remitted once the County Controller approves the release of funds for the fiscal year.

- b. County's payments for Client Financial Assistance during the fourth quarter of the fiscal year (i.e., from April 1 through June 30) shall be governed by the reimbursement practices of all other costs under this program.
  - c. Contractor agrees to return any unexpended and unobligated Advance Payments to County within 30 days after the termination of the Agreement.
6. Except as set forth in Exhibit B, Section A(4), County shall pay Contractor upon receipt and approval of invoices, supporting documentation, and reports.

**A. Invoice and Report Due Dates**

**Table I**

Reporting Period		Due Date for Invoice	Due Date for Report
Q1	July	August 20 <sup>th</sup>	October 20 <sup>th</sup>
	August	September 20 <sup>th</sup>	
	September	October 20 <sup>th</sup>	
Q2	October	November 20 <sup>th</sup>	January 20 <sup>th</sup>
	November	December 20 <sup>th</sup>	
	December	January 20 <sup>th</sup>	
Q3	January	February 20 <sup>th</sup>	April 20 <sup>th</sup>
	February	March 20 <sup>th</sup>	
	March	April 20 <sup>th</sup>	
Q4	April	May 20 <sup>th</sup>	July 20 <sup>th</sup>
	May	June 20 <sup>th</sup>	
	June	June 20 <sup>th</sup> (due early due to year end processes)	

**B. Budget**  
**Table II**

<b>Expense</b>	
<b>Personnel Expense</b>	
<i>List all staff positions, their salary, and the FTE for this program</i>	
Program Manager	\$21,504
Housing Specialist	\$40,960
Housing Services Coordinators	\$163,840
Data/Enrollment Specialist	\$7,680
Budget Analyst	\$8,320
<b>Subtotal Personnel</b>	<b>\$242,304</b>
<b>Operating Expenses</b>	
Telephone	\$2,506
Mileage	\$3,654
Staff Development/Training	\$1,015
Office Supplies	\$940
Computer/IT Services	\$1,740
Office Space/Utilities	\$13,920
<b>Subtotal Operating Expenses</b>	<b>\$23,775</b>
<b>Client Assistance</b>	
Rental Assistance	\$189,503
Security Deposits	\$30,000
Gap/Emergency Funds	\$44,631
<b>Subtotal Operating Expenses</b>	<b>\$264,134</b>
<b>Administrative Expenses</b>	
Administrative Expenses - 15% of Direct	\$79,531
<b>Subtotal Administrative Expenses</b>	<b>\$79,531</b>
<b>Total Expenses</b>	<b>\$609,744</b>

County shall have the option to adjust funding across fiscal years and line items in order to meet its program goals as agreed upon by both parties, as long as it does not exceed the total value of the Agreement.

### **Exhibit C**

Contractor agrees to meet the following performance measures and reporting requirements. Quarterly reporting is a requirement of payment. Delays in submission of complete reports will delay payments of invoices to Contractor.

#### **A. Performance Measures**

<b>Measure</b>	<b>Target</b>
Number of households served	30
Percentage of the households who move into permanent housing within 90 days of program enrollment	75%
Percentage of households served (enrolled) exiting to permanent housing	90%
Percentage of households who maintain housing and <u>do not</u> become homeless within 12 months of securing permanent housing	85%

1. Additional data to be reported:
  - a. Number of new program enrollments during the period
  - b. Average number of days from referral to program enrollment
  - c. Average number of days from program enrollment to housing move-in
  - d. Average total financial assistance per household (rent and deposit)
  - e. Average length of financial assistance (months of rental assistance)

#### **B. Reporting Measures**

##### **Contractor will:**

1. Submit a budget projecting the subsidy schedule for clients over the entire fiscal year on a monthly basis.
2. Submit narrative and performance reports, on a quarterly and annual basis, electronically to Khalia Parish ([kparish@smcgov.org](mailto:kparish@smcgov.org)) and Brooke Stacey ([bstacey@smcgov.org](mailto:bstacey@smcgov.org)) or the designated point of contact. Quarterly reports are due on the 20th day following the previous quarter's end. Year-end reports are due 20 days after the end of the fiscal year (see Table I in Exhibit B). Reports will include a narrative and data. Results should be reported out for both the current quarter and year to date. Quarterly and Annual Reports will include, but are not limited to, the following information:
  - a. Reports on performance measures and additional data listed above. For data that is a percentage, the reported data must include the percentage as well as the numerator and denominator.
  - b. Narrative describing trends, successes, challenges during the reporting period.
  - c. Year-end/annual program report will also include information on the impact the program had on clients and annual results for each performance measure.

3. Participate in Site Review/Contract Compliance visits with County-designated staff. Visits will occur at least once per year, with increased frequency if areas for improvement are identified. Contractor will receive at least two weeks advanced notice unless there is an urgent programmatic need to expedite the process.
4. Participate in program evaluations and other analysis of the homeless system conducted by County.
5. Submit all reports electronically to Khalia Parish ([kparish@smcgov.org](mailto:kparish@smcgov.org)) and Brooke Stacey ([bstacey@smcgov.org](mailto:bstacey@smcgov.org)) or the designated HSA contact.

**County will:**

1. Have the option to modify performance measures, goals, and targets by written notice to Contractor. The County shall give the Contractor advance notice of any modifications and will also discuss changes with the Contractor.
2. Have the option to request additional data from Contractor and/or retrieve reports from Clarity to understand client requests, services, and outcomes.

**Exhibit F**  
**Revised April 2024**  
**Clarity Human Services System**  
**Usage and Data Sharing Agreement for Core Service Agencies and**  
**Homeless Service Providers**

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

**Commitment to Data Entry**

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

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

**Confidentiality of Client Data**

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

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

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

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

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

## **Licensing**

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

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

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

## **System Configuration Change Requests**

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

## **User Support**

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

## **Staff Responsibilities**

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

## **Contractor/Service Provider Agreement**

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

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

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

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

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



**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:**

**Name of Contractor(s):**

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

**City, State, Zip Code:**

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

**Signature:**

DocuSigned by: <i>John Peiber</i> F17CB2886C6B4EC...
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**Title of Authorized Official:**

CFO
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**Date:**

6/18/2024   8:28 PM PDT
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\*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 at least an annual system risk assessment/security review that ensure administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection. Review shall include vulnerability scanning tools.

- dd. Contractor shall ensure that all of its systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.
- ee. Contractor shall ensure that all of its systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.
- ff. Contractor shall establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
- gg. Contractor shall ensure its data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- hh. Contractor shall establish documented procedures to backup PII to maintain retrievable exact copies of PII. The documented backup procedures shall contain a schedule which includes incremental and full backups, storing backups offsite, inventory of backup media, recovery of PII data, an estimate of the amount of time needed to restore PII data.
- ii. Contractor shall ensure that PII in paper form shall not be left unattended at any time, unless it is locked space such as a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information. Locked spaces are defined as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use, meaning that there are Contractor's staff and non-Contractor functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.
- jj. Contractor shall ensure that any PII that must be disposed of will be through confidential means, such as cross cut shredding or pulverizing.
- kk. Contractor agrees that PII must not be removed from its facilities except for identified routine business purposes or with express written permission of the County.
- ll. Contractor shall ensure that faxes containing PII shall not be left unattended and fax machines shall be in secure areas. Faxes containing PII shall contain a confidentiality statement notifying persons receiving faxes in error to destroy

them and notify the sender. All fax numbers shall be verified with the intended recipient before send the fax.

mm. Contractor shall ensure that mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery.

#### **IV. Reporting of Breaches Required by Contractor to County; Mitigation**

- a. Contractor shall report to County within one business day of discovery, to the County contact listed in this agreement by email or telephone as listed in the of unsecured PII, if that PII was, or is, reasonably believed to have been accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PII in violation of this Agreement, or potential loss of confidential data affecting this Agreement.
- b. Contractor understands that State and Federal Law requires a breaching entity to notify individuals of a breach or unauthorized disclosure of their PII. Contractor shall ensure that said notifications shall comply with the requirements set forth in California Civil Code section 1798.29, and 42 U.S.C. section 17932, and its implementing regulations, including but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than sixty (60) calendar days.
- c. Contractor agrees to promptly mitigate, to the extent practicable, any harmful effect that is known to Contractor stemming from a use or disclosure of PII in violation of the requirements of this Agreement, including taking any action pertaining to such use or disclosure required by applicable Federal and State laws and regulations.

#### **V. Permitted Uses and Disclosures of PII by Contractor**

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

#### **VI. Obligations of County**

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with California Welfare and Institutions Code section 10850, as well as any changes to such notice.
- b. County shall notify Contractor of any changes in, or revocation of, permission by Individual to use or disclose PII, if such changes affect Contractor's permitted or required uses and disclosures.



- c. County shall notify Contractor of any restriction to the use or disclosure of PII that County has agreed to in accordance with California Welfare and Institutions Code section 10850.

## **VII. Permissible Requests by County**

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

## **VIII. Duties Upon Termination of Agreement**

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

## **IX. Miscellaneous**

- a. **Regulatory References.** A reference in this Attachment to a section in the Personally Identifiable Information Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and in accordance 45 CFR § 205.40, *et seq.* and California Welfare and Institutions Code section 10850.
- c. **Survival.** The respective rights and obligations of Contractor under this Attachment shall survive the termination of the Agreement unless and until the PII is destroyed or returned to the County.
- d. **Interpretation.** Any ambiguity in any provision in this Attachment shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Contractor.