

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND LIFEMOVES

This Agreement is entered into this _____ day of _____, 20____, by and between the County of San Mateo, a political subdivision of the State of California, hereinafter called "County," and LifeMoves, 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 the Homeless Outreach Team (HOT) Expansion Services.

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

1. Exhibits and Attachments

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

- Exhibit A—Program/Project Description
- Exhibit B—Method and Rate of Payments
- Exhibit B1—Budget
- Exhibit C—Performance Reporting and Monitoring
- Exhibit D—Clarity
- Attachment I—§ 504 Compliance
- Attachment P—Personally Identifiable Information

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibits B and B1, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibits A, C, D, and Attachment 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, C, D, and Attachment P, County shall make payment to Contractor based on the rates and in the manner specified in Exhibits B and B1. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **SEVEN HUNDRED TWELVE THOUSAND DOLLARS (\$712,000)**. In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of the termination or expiration of the Agreement. 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, 2017 through June 30, 2018.

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.

b. Intellectual Property Indemnification

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

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

to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

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

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

9. Assignability and Subcontracting

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

10. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them.

Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

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

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if 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 4.106 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 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 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 Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

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

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

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

15. Merger Clause; Amendments

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

16. Controlling Law; Venue

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

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via 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: Brian Eggers
Address: 1 Davis Drive, Belmont, CA 94002
Telephone: 650-802-6492
Email: BEggers@smcgov.org

In the case of Contractor, to:

Name/Title: Marc Sabin
Address: 181 Constitution Drive, Menlo Park, CA 94025
Telephone: 650-685-5880 x157
Email: msabin@lifemoves.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: LIFEMOVES


Contractor Signature

5/25/17
Date

Bruce Ives
Contractor Name (please print)

COUNTY OF SAN MATEO

By: _____

President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____

Clerk of Said Board

Exhibit A
Program/Project Description

LifeMoves
Homeless Outreach Services and Community Health Outreach Services

A. Purpose

The purpose of this Agreement between County and Contractor is to provide homeless and community health outreach services specific program components include: outreach and engagement, case management, multi-disciplinary team meetings, rapid response to community inquiries or referrals of unsheltered homeless persons, and community health outreach services for the homeless. Community health outreach services will comprise of care coordination, including: transportation to medical appointments, picking up medication, establishing and evaluating adherence to case plan, and providing medical needs assessments and intensive follow-up.

The goal of homeless outreach services is to provide services and support to unsheltered homeless individuals and households with the purpose of assisting them with becoming housed. Homeless outreach services will focus on the housing plan.

The goal of community health outreach services is to provide assistance to unsheltered homeless individuals and households to help them access primary and specialty medical care. Community health outreach services will focus on physical and behavioral health (in collaboration with medical providers).

B. Services to be Provided

The target population is specifically unsheltered homeless individuals or households who are residents of San Mateo County and who are disconnected from mainstream services, homeless services, and other support systems. Services shall target those who have been unsheltered the longest and are most in need of services.

Unsheltered is defined as living outdoors, in vehicles, or other places not meant for human habitation. Services target the needs of unsheltered homeless adults, families, unaccompanied youth and individuals with disabilities who have little to no income, evictions, criminal convictions, alcohol and/or other substance use issues, mental and physical health challenges, and other barriers to maintaining housing.

Clients served by community health outreach services must be eligible for Medi-Cal and enrolled as a Health Plan of San Mateo (HPSM) member, or in progress to become enrolled per the requirements of County's Whole Person Care pilot program.

Program participants will be San Mateo County residents at the time of service provision. 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 Agreement would cease and Contractor shall identify resources and service providers in the area of relocation for the client and provide a warm handoff.

Services are provided on a countywide basis to ensure that services are available to County residents no matter what area of the County they are residing in.

C. Program Oversight

1. Contractor shall designate 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. This program manager/director will not be the outreach case manager for a region, but rather focus on overall program oversight, management and training of program staff.
2. Maintain a written program model, documenting processes and criteria for all program components of HOT and community health outreach services. The program model will include information on the process to access services, how services are targeted to those with the highest level of needs, and the reasons why a client may be terminated from case management. Maintain updated program documentation, in alignment with HOT/outreach's role, as determined by the San Mateo County Human Services Agency (HSA) as the homeless system structure is modified and the Coordinated Entry System (CES) is implemented.
3. Contractor will work with HSA and play a key role in connecting unsheltered homeless individuals and families to shelter and permanent housing. Contractor will follow CES policies and procedures for application, referral, and placement into shelters and housing programs once CES is fully implemented and operational in San Mateo County.
4. Contractor will work with the San Mateo County Health System, including Street Medicine, Behavioral Health and Recovery Services (BHRS), and Healthcare for the Homeless/Farmworker Health Program (HCH) as the Whole Person Care pilot program is implemented. Contractor will update policies, procedures, and training as needed based on the implementation of the Whole Person Care pilot program.
5. 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. Contractor will provide ongoing, comprehensive staff trainings on best practices in working with homeless individuals with complex needs, safety protocols and procedures, Housing

First, motivational interviewing, job functions and responsibilities, emergency response protocol and the Clarity HMIS data entry and service documentation.

6. Contractor will ensure that staff are aware of and well connected to the array of services available within the community, including maintaining current knowledge of referral/application processes for sheltering, 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.
7. Contractor will provide program staff with support, training and consultation with clinical staff who have the expertise to provide comprehensive case consultations which will give program staff insight to the needs of the participant and be able to identify additional methods for engaging and serving the participant.

D. Program Philosophy and Design

Contractor will develop, document, and maintain updated program policies and procedures, including the following:

1. Services consistent and aligned with Housing First principles.
2. Consistent process for receiving, documenting, and responding to referrals and requests for services.
3. Thorough, accurate and timely documentation of all services in the San Mateo County Clarity HMIS system.
4. Services targeting the hardest-to-serve homeless individuals and families, and actively moving the greatest number of unsheltered individuals towards permanent housing.
5. Implementation of a person-centered, strengths-based approach tailoring case management to each client.
6. Collaboration with safety net providers, homeless services, medical and behavioral health providers, substance use treatment programs, law enforcement, and other applicable partners and stakeholders.
7. Structure, membership, and processes of multi-disciplinary team meetings
8. Grievance procedure.
9. Confidentiality policies and procedures.
10. Safety and emergency protocol, and incident reporting.

Contractor, in partnership with HSA, will collaborate closely with the broader homeless and safety net system. In addition, Contractor will not screen out households based on criteria such as a minimum income threshold, employment, criminal history, disability, evidence of “motivation”, etc. Program is centered on a Housing First approach that values the needs of the individual.

Homeless outreach services and community health outreach structured in a regional manner. HSA may make modifications to the regional model based on shifting community needs and the evolving structure of the homeless system; Contractor will be notified in writing of any modifications.

Current Regional Model:

Area	Cities/Areas Included
1	Burlingame, San Mateo, Central/South Coast, Highlands, Baywood, Parks
2	Foster City, Redwood City, Woodside, Atherton, Portola Valley, North Fair Oaks, West Menlo Park, Parks
3	East Palo Alto, San Carlos, Belmont, Menlo Park, Parks
4	South San Francisco, San Bruno, Millbrae, Hillsborough, Airport, Parks
5	Hall Moon Bay, Pacifica, Daly City, Broadmoor, Brisbane, Colma, Parks

E. Program Components

I. Outreach and Engagement

Contractor shall conduct outreach and engagement to build relationships based on trust and respect between unsheltered clients and service providers to establish a pathway to permanent housing. Outreach staff will be trained in and implement best practices in engagement, such as motivational interviewing and interventions in the field, in a trauma-informed and culturally competent manner with respect to the individual’s right to accept or deny services.

Under this program component, Contractor shall:

1. Identify and conduct outreach to areas where unsheltered homeless individuals/families concentrate, such as parks, near/inside abandoned buildings, transit stations, and other areas not meant for human habitation.
2. Build positive relationships with unsheltered homeless individuals and families to provide pathways to housing and connection to other homeless system and/or mainstream service.
3. Conduct a standardized assessment to identify immediate needs and short-term interventions, such as direct assistance for basic needs (food, clothing, hygiene, etc.) or emergency calls for urgent medical needs.

4. Work with and refer to Street medicine, Community Health Outreach Workers (CHOW), BHRS, and other partners.
5. Assess and facilitate short-term housing interventions, such as access to an emergency shelter or other rapid homeless services, residential treatment programs, and medical facilities as a step toward permanent housing.
6. If an individual or household is only able to be located at specific times of day (i.e. homeless individual's whereabouts are unknown during the daytime hours but he is known to be at a specific park each evening), Contractor will make efforts to connect with the individual, even if that is outside of typical business hours.
7. On days when inclement weather is activated, conduct additional outreach to notify unsheltered homeless individuals of the inclement weather that is approaching and assist them with accessing shelter (including the inclement weather program).
8. Working closely with HSA , conduct field surveys and/or counts and other information-gathering initiatives, including the biennial One Day Homeless Count.

II. Rapid Response

Contractor shall respond to requests for homeless outreach services making contact and providing support to unsheltered homeless individuals or families. Inquiries for rapid response may come from service providers, medical providers, law enforcement, City or County staff, and other stakeholders or community members.

Under this program component, Contractor shall:

1. Establish a process for receiving (via phone and email), responding to, tracking, and reporting rapid response requests and outcomes.
2. Communicate the process for making inquiries to service providers, medical providers, law enforcement, City and County staff, and other stakeholders and community members.
3. Deploy outreach staff to locations reported by inquiries within 24 hours of the inquiry being made, including coverage after business hours and on weekends.
4. If outreach staff are able to locate the individual/household, outreach staff will provide outreach and engagement activities as outlined above, to assess immediate needs and implement short-term interventions.

5. If outreach staff are unable to locate the individual/household, staff will follow up at least two times within 10 calendar days to try to contact and engage the individual/household.

6. Document rapid response activities in an accurate and timely manner.

III. Case Management

Outreach staff that establish a rapport with clients through continued outreach and engagement shall provide intensive services to support clients in linkages to mainstream supportive services and case plans toward permanent housing. Active case management clients are those whom Contractor has assessed and contractor along with client have collaboratively established a housing plan.

As the target population for homeless outreach services is those who have been unsheltered the longest and with the highest needs, clients' reception of services may fluctuate and clients may sometimes be difficult to locate or connect with. In these cases, case managers will continue to implement strategies of engagement to try to continue providing services and implementing a housing plan.

If a client's whereabouts become unknown, Contractor will make active efforts over a number of weeks to locate the client, including inquiring at possible locations such as hospitals, correctional facilities, recent locations, and asking other partners and service providers, as allowable by confidentiality policies.

It is understood that some client's housing plans may take significant time to implement, especially for clients with significant housing barriers and high levels of need. Clients will not be removed from active case management unless they are denied continued case management after long periods of attempted engagement from Contractor, including attempting various methods of engagement techniques and partnering with any applicable partners. A client may be re-enrolled in case management at a later date.

Clients on the case management list may also be on the multi-disciplinary team case list, if they have given applicable consent for case conferencing to the multi-disciplinary team. If clients do not give consent to participate in the multi-disciplinary team meeting, they will still receive case management services, though they will not be discussed during multi-disciplinary team meetings.

Under this program component, Contractor shall:

1. Provide client-centered, trauma-informed, and harm-reductive case management respecting each individual's strengths, preferences, varying needs, and housing goals.
2. Create and implement housing-focused case plans guided by Housing First principles, with the primary objective of returning unsheltered homeless people to safe, secure housing as quickly as possible.

3. Provide linkages to mainstream, primary health, and behavioral health services based on each client's unique needs, and continued coordination with partner service providers serving clients through their agencies or systems.
4. Provide case management contact and services at appropriate frequency and intensity to support each client in their housing plan, with a minimum of monthly in-person contact.
5. Maintain and develop knowledge of housing strategies and resources in County, including eligibility requirements, referral and application processes, and availability/capacity of resources such as:
 - a. Rapid re-housing (RRH)
 - b. Housing Readiness Program (HRP)
 - c. Permanent Supportive Housing (PSH)
 - d. Supportive Services for Veterans (SSVF)
 - e. Veterans Affairs Supportive Housing vouchers (VASH)
 - f. Moving to Work vouchers
 - g. Detoxification/substance use treatment programs including residential treatment programs, long-term care facilities, etc.
 - h. Other housing resources such as subsidies/vouchers, senior housing, shared housing, and affordable housing in the community
6. Utilize a designated, standardized prioritization assessment tool consistently, to target services and resources for those of highest need. In the future, HSA may designate a specific tool to be used, as part implementation of CES.
7. Assist clients with becoming "document ready" and processes for accessing various housing programs listed above, including direct support with obtaining identification and verification documents from agencies such as the Social Security Administration and the California Department of Motor Vehicles.
8. Encourage utilization of shelters as a temporary place to stay while clients pursue permanent housing.
9. Plan for and implement transition of care and services to other support services or case managers when clients successfully transition into shelter or other housing.
10. Identify non-housing related services that clients are already connected to or enrolled with, and coordinate communication and co-case management to facilitate access, care, and transparency on roles and responsibilities in case planning toward permanent housing.

11. Connect clients to community health outreach services for support in accessing health coverage and medical care, and follow up.
12. Monitor case progress, reassess needs, and revise case plans and strategies as needed.
13. Maintain case files of case management progress and pertinent client information, and document case management activities and progress notes in Clarity HMIS in an accurate and timely manner.
14. Follow safety and emergency response protocol, including contacting emergency responders when necessary and reporting critical incidents.
15. Follow CES policies and procedures for referral, application, and enrollment into housing programs upon implementation of CES.

IV. Multi-Disciplinary Team Meetings

Multi-disciplinary teams (MDTs) are a collaborative environment for service providers and community stakeholders to discuss services, needs and challenges, and to coordinate solutions for unsheltered homeless people working with outreach staff.

MDT meetings occur monthly, and are organized by geographic region, following the current regional model (there are currently two meetings on the coastside). At MDT meetings, outreach staff present information on clients who are receiving case management; outreach staff present the housing-focused case plan, updates on progress toward housing, barriers, and challenges. MDT members may provide suggestions, resources and at times can provide direct assistance in facilitating communication or services with the clients. HSA may make modifications to the number, frequency or structure of MDT meetings based on shifting community needs; if this occurs, HSA would consult with and discuss with Contractor, and Contractor would be notified in writing of any modifications.

Under this program component, Contractor shall:

1. Provide information on the MDT model to clients and obtain consent for case conferencing if clients are willing.
2. Maintain participant list and contact information of active MDT members, and respond to community inquiries or requests to join the MDT.
3. Maintain documented policies regarding which agencies and stakeholders participate in MDTs and utilize those policies to respond to any requests to join the MDT, in collaboration with HSA.
4. Maintain confidentiality policy regarding MDTs.

5. At each MDT:

- a. Case manager(s) providing services to clients in the MDT region/area will present case information for the clients who have consented and are receiving case management. The case manager will present the client's housing-focused case plan, updates on the progress toward housing, eligibility for various housing resources, barriers, challenges, concerns, needs, and can request suggestions or support from MDT participating agencies.
- b. A second outreach staff member will facilitate the meeting and will document all action items and next steps for each client's housing-focused case plan.
- c. Within five business days of the meeting, Contractor will distribute action item notes to the applicable partners.

6. In collaboration with HSA, maintain active participation by key partners.

7. Update MDT on current case management caseload/capacity, and any changes in coverage.

8. Conduct outreach and engagement to unsheltered homeless individuals per the request of MDT members for during MDTs or via email or phone requests.

9. Maintain schedule and calendar invitations for all MDT meetings, including coordinating meeting locations and sending reminders for MDT meetings. Contractor may request support from HSA in utilizing HSA conference rooms if needed.

V. Community Health Outreach Services

San Mateo County's Whole Person Care pilot program aims to improve access to care, care coordination, and quality of care for individuals who are high service utilizers and face barriers to connecting with primary and behavioral health, social, and housing services.

As part of the Whole Person Care pilot program, community health outreach staff will provide culturally sensitive engagement and health-focused case management services to unsheltered individuals that are disconnected from service systems.

Under this program component, Contractor shall:

1. Collaborate with homeless outreach staff and other partner providers to receive referrals of unsheltered individuals/households in need of services.

2. Engage with unsheltered individuals/households to provide information and referrals to health and community resources.
3. Conduct an assessment of immediate medical needs, implement short-term interventions, and provide ongoing engagement to follow up on emerging needs.
4. Assist clients with enrolling in health coverage or refer clients to resources that can assist them with enrolling in health coverage programs.
5. Track to ensure that clients are either enrolled as an HPSM Medi-Cal member, or in progress to become enrolled as an HPSM Medi-Cal member. If a client is not eligible to be an HPSM Medi-Cal member, the client cannot be served under this program component and Contractor will refer the client to other resources to help them connect to health services.
6. Create a care coordination and management plan, and support client's adherence to the plan by:
 - a. Connecting with primary and behavioral health care providers.
 - b. Scheduling and accessing medical appointments, including appointment reminders, transportation, and accompaniment as needed.
 - c. Supporting clients with filling medication prescriptions, creating a plan to ensure compliance with prescriptions.
7. If a client has discharge instructions from a hospital, assist client with complying with the discharge instructions.
8. Collaborate with hospital and other medical treatment facilities on exit planning to avoid discharge into unsheltered homelessness and ensure follow up on medical services or medications.
9. Track whether appointments are kept and the number or percentage of unsheltered individuals receiving consistent health care increases, along with other program activities in a timely and accurate manner.
10. Collaborate closely with medical providers such as Street Medicine, Care Navigators, and others.
11. As County's Whole Person Care pilot program is implemented, the specific roles of the Community Health Outreach (CHO) staff may be modified as the specific roles and collaborative responsibilities are further defined for Whole Person Care Navigators, other Whole Person Care partners, and CHO staff. HSA may issue a revised description of this program component in writing to clarify roles as the Whole Person Care pilot program is implemented.

VI. Quality Assurance and Continuous Quality Improvement

Contractor will 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.

Contractor will conduct ongoing reviews of services and documentation of services (file reviews).

Contractor will implement systematic process to collect ongoing feedback from clients, homeless and safety net providers, and other stakeholders.

F. Other Contractor Responsibilities

1. Provide services that are culturally appropriate to the populations served.
2. Hire, train, and supervise homeless outreach and community health outreach staff. Staff will be provided with initial training and orientation and ongoing training, supervision, evaluation and support.
3. Maintain policies, procedures, and tools for staff and update as needed to align Housing First principles and enable outreach staff to identify and serve the hardest-to-serve.
4. Provide services that are low-barrier, meaning that participants are not screened out or discharged from the program based on having too little or no income, an active or history of substance abuse, a criminal record, or perceived "lack of motivation."
5. Maintain timely, accurate client records of all clients served in the San Mateo County Clarity/HMIS database (see Exhibit D). All client records will be entered into Clarity. Data entry will be entered during or as soon as possible after the services. Under all circumstances, data entry will be completed within 4 business days of the service provision.
6. Critical Incident Report – All critical incidents will be reported via email within 24 hours to HSA staff, including the events of: death, homicide, suicide or suicide attempt, and assault (to another client or staff).
7. Provide County a schedule of coverage, and a coverage plan for services during any time that Contractor will not be open for services during regular business hours (i.e. staff training, holidays observed by the Contractor that are not County holidays).
8. Participate in County Homeless Redesign and the Coordinated Entry System.
9. Participate in point-in-time counts and surveys.

10. Provide a budget summarizing how the contract funds will be spent.
Contractor will need approval from HSA for any budget change-requests.

Exhibit B
Method and Rate of Payments

LifeMoves
Homeless Outreach Services and Community Health Outreach Services

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:

General Payment Terms

Availability of Funding:

County may terminate this Agreement in whole or a portion of services based upon availability of federal, state or county funds by providing a thirty (30) day written notice to Contractor.

Quality of Work:

In addition 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.

Payment Rates:

County shall have the option to adjust funding across line items in the Budget as shown in Exhibit B1 and across fiscal years as agreed upon by both parties and approved by County in writing as long as it does not exceed the total Agreement obligation.

Right of County to Request Additional Services:

County shall 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.

Program Budget Overview

Fiscal Year	Homeless Outreach Services Component	Community Health Outreach Component	Total Amount
2017-18	\$511,251	\$200,748	\$712,000

The \$200,748 of funding for the Community Health Outreach component is funded via Whole Person Care funding, so all services, costs and invoices must be tracked

separately, so that the Community Health Outreach component can be reported on independently from the Homeless Outreach Services component.

Method and Rate of Payments

Contractor shall invoice HSA quarterly. Contractor shall submit two invoices each quarter, each with the applicable supporting documentation.

1. Homeless Outreach Services component
2. Community Health Outreach component

For any staff who provide services on both program components, Contractor will track its time separately for the Homeless Outreach Services component and for the Community Health Outreach component.

Contractor shall submit invoice, supporting documentation, and all required reporting by the 20th of the month for the prior quarter for operating expenses, direct client support, salaries and wages, and administration costs for services in accordance with the scope of work in Exhibit A and the budget in Exhibit B1. The invoice for the fourth quarter will be submitted by June 21 due to fiscal year-end processing.

Reporting Period	Due Date for Invoice (with reporting, supporting documentation)
Q1 (July-September)	October 20 th
Q2 (October- December)	January 20 th
Q3 (January-March)	April 20 th
Q3 (April-June)	June 21 st

County will pay Contractor upon receipt and approval of invoices and required monthly reports.

All reports, as described in Exhibit C, and invoices shall be submitted by email to Brian Eggers at BEggers@smcgov.org or the designated HSA contact.

In no event will services, taxes and fees exceed the total Agreement obligation of **SEVEN HUNDRED TWELVE THOUSAND DOLLARS (\$712,000)**.

Exhibit B1 - LifeMoves HOT/CHOW Budget

Name	Rate	Hours	Amount	Description
Lead Case Manager	26	1980	\$ 51,480	Homeless Outreach Services
Case Manager	24	1980	\$ 47,520	Homeless Outreach Services
Case Manager	24	1980	\$ 47,520	Homeless Outreach Services
Case Manager	24	1980	\$ 47,520	Homeless Outreach Services
Case Manager	24	1980	\$ 47,520	Homeless Outreach Services
CHOW	24	1980	\$ 47,520	Community Health Outreach Services
CHOW	24	1980	\$ 47,520	Community Health Outreach Services
Program Director	31	1683	\$ 52,173	Homeless Outreach Services
Senior Director	45	405	\$ 18,207	Oversight of Homeless Outreach and Community Health Services
Sub Total			\$ 406,980	
Fringes	35.0%		\$ 142,443	Medical, Dental, Vision, PTO, Holiday, etc.
On Call Labor			\$ 11,232	Provides for Coverage for next day rapid response, including weekends
Labor Costs			\$ 560,655	
Site Operating	3.0%		\$ 16,820	Expenses related to facility where program is housed
Transportation			\$ 19,000	Mileage Reimbursement
Communications			\$ 4,800	Phone expense for field use
Office Supplies			\$ 4,000	Supplies expenses for business purposes
Client Assistance			\$ 8,800	Expenses to provide clients with basic needs (hygiene, snacks, socks, underwear, etc.)
Training			\$ 8,000	Expenses related to training staff in evidence based practices
Equipment			\$ 5,200	Communication Devices for Field Work
Vehicle			\$ 15,000	Providing county wide outreach/chow services to clients
Survey Design and Implementation			\$ 5,000	Expense related to design and implementation of stakeholders satisfaction as required by agreement
Subtotal			\$ 647,275	
Admin	10.0%		\$ 64,725	Expenses related to overall administration of program
Total			\$ 712,000	

LifeMoves HOT Budget

Name	Rate	Hours	Amount	Description
Lead Case Manager	26	1980	\$ 51,480	Homeless Outreach Services
Case Manager	24	1980	\$ 47,520	Homeless Outreach Services
Case Manager	24	1980	\$ 47,520	Homeless Outreach Services
Case Manager	24	1980	\$ 47,520	Homeless Outreach Services
Case Manager	24	1980	\$ 47,520	Homeless Outreach Services
CHOW	24	1980		Community Health Outreach Services
CHOW	24	1980		Community Health Outreach Services
Program Director	31	1210.2	\$ 37,518	Homeless Outreach Services
Senior Director	45	291.0	\$ 13,093	Oversight of Homeless Outreach and Community Health Services
Sub Total			\$ 292,170	
Fringes	35.0%		\$ 102,260	Medical, Dental, Vision, PTO, Holiday, etc.
On Call Labor			\$ 8,077	Provides for Coverage for next day rapid response, including weekends
Labor Costs			\$ 402,507	
Site Operating	3.0%		\$ 12,075	Expenses related to facility where program is housed
Transportation			\$ 13,663	Mileage Reimbursement
Communications			\$ 3,452	Phone expense for field use
Office Supplies			\$ 2,876	Supplies expenses for business purposes
Client Assistance			\$ 6,328	Expenses to provide clients with basic needs (hygiene, snacks, socks, underwear, etc.)
Training			\$ 5,753	Expenses related to training staff in evidence based practices
Equipment			\$ 3,739	Communication Devices for Field Work
Vehicle			\$ 10,787	Providing county wide outreach/chow services to clients
Survey Design and Implementation			\$ 3,596	Expense related to design and implementation of stakeholders satisfaction as required by agreement
Subtotal			\$ 464,775	
Admin	10.0%		\$ 46,476	Expenses related to overall administration of program
Total			\$ 511,252	

LifeMoves CHOW Budget

Name	Rate	Hours	Amount	Description
Lead Case Manager	26	1980		Homeless Outreach Services
Case Manager	24	1980		Homeless Outreach Services
Case Manager	24	1980		Homeless Outreach Services
Case Manager	24	1980		Homeless Outreach Services
Case Manager	24	1980		Homeless Outreach Services
CHOW	24	1980	\$ 47,520	Community Health Outreach Services
CHOW	24	1980	\$ 47,520	Community Health Outreach Services
Program Director	31	472.8	\$ 14,656	Homeless Outreach Services
Senior Director	45	113.7	\$ 5,114	Oversight of Homeless Outreach and Community Health Services
Sub Total			\$ 114,810	
Fringes	35.0%		\$ 40,183	Medical, Dental, Vision, PTO, Holiday, etc.
On Call Labor			\$ 3,155	Provides for Coverage for next day rapid response, including weekends
Labor Costs			\$ 158,148	
Site Operating	3.0%		\$ 4,744	Expenses related to facility where program is housed
Transportation			\$ 5,337	Mileage Reimbursement
Communications			\$ 1,348	Phone expense for field use
Office Supplies			\$ 1,124	Supplies expenses for business purposes
Client Assistance			\$ 2,472	Expenses to provide clients with basic needs (hygiene, snacks, socks, underwear, etc.)
Training			\$ 2,247	Expenses related to training staff in evidence based practices
Equipment			\$ 1,461	Communication Devices for Field Work
Vehicle			\$ 4,213	Providing county wide outreach/chow services to clients
Survey Design and Implementation			\$ 1,404	Expense related to design and implementation of stakeholders satisfaction as required by agreement
Subtotal			\$ 182,500	
Admin	10.0%		\$ 18,249	Expenses related to overall administration of program
Total			\$ 200,748	

Exhibit C
Performance Reporting and Monitoring

LifeMoves

Homeless Outreach Services and Community Health Outreach Services

Quarterly reporting is a requirement of payment. Delays in submission of complete reports will delay payments of invoices to Contractor.

Performance Measures

Measure	17-18 Target
Homeless Outreach Services	
Number of unduplicated clients who receive outreach and engagement services	340
Number of unduplicated clients served through case management (not exclusively clients on MDT list)	200
Number of clients receiving case management who move into Emergency Shelter, Transitional Housing, or other temporary destinations (e.g. temporarily living with family or friends)	40
Number of clients receiving case management who move into Permanent Housing	60
Percentage of Rapid Response requests that are responded to within 24 hours (response can be contact with client is made or attempted in person contact)	85%
Percentage of stakeholders who report above average satisfaction levels in regard to Homeless Outreach and Community Health Outreach services in their communities <i>(this measure will be reported only on a semi-annual basis, in January and June)</i>	90%
Community Health Outreach Services	
Number of homeless individuals who receive a Medical Needs Assessment from a community health outreach case manager	225 unduplicated individuals
Of the individuals who receive a Medical Needs Assessment, percentage who are referred to the Street Medicine Team or other medical provider for a screening	90%

County shall have the option to modify performance measures, goals, and targets by written notice. County shall give Contractor advance notice of any modifications and will also discuss changes with Contractor.

In addition, County Whole Person Care (WPC) pilot program is required to submit performance measure metrics to the State, as part of the WPC pilot program. The general WPC metrics are listed below. As the County WPC pilot program is implemented, HSA will notify Contractor regarding any additional WPC metrics and data that will need to be reported on. The initial WPC metrics are listed below.

Target by End of Pilot	WPC Pilot Metrics
Decrease by 25%	Emergency Department (ED) visits
Decrease by 25%	Inpatient utilization
40% of eligible population	Follow up after hospitalization for mentally ill clients
35%/50% of eligible population	Initiation and engagement of AOD dependence treatment
57.88% of eligible population	Assignment of Care Navigator*
25.72% of eligible population	30 day all cause readmissions
23.15% of eligible population	Completion of suicide risk assessments
23.15% of eligible population	Percentage of diabetic patients with HbA1c less than 8
34.73% of eligible population	Percent of homeless participants receiving housing services that were referred for housing*
18% of eligible population	Proportion of participating beneficiaries with comprehensive care plan accessible by the entire care team within 30 days

**WPC metrics which Community Health Outreach Worker Program will have direct impact on helping to achieve in the WPC pilot program.*

1. Submit reports to HSA within 20 days of the end of the quarter. Reports will include the following:
 - Quarterly reports
 - i. Invoices with supporting documentation
 - ii. Number of clients served during the reporting quarter under:
 1. Rapid Response
 2. Outreach and Engagement
 3. Case Management

- iii. Performance measure report (results for performance measures listed in table above for the current quarter and for fiscal year-to-date)
 - iv. Narrative describing trends, successes, challenges during the reporting period
- Contractor will provide a brief paragraph about this Measure K-funded initiative and its goals, to be used for press releases, Measure K dashboard and other public documents to highlight the purpose and impact of the program.
- Submit annual program report within 20 days of the end of the fiscal year. Annual program report will provide information on the impact that homeless outreach and community health outreach services had throughout the entire service year and annual results for each performance measure.
- Contractor will provide HSA with annual audited financial statements in accordance with generally accepted government auditing standards annually within nine months after the fiscal year end.
- Additional reports or data may be requested from HSA.
- Contractor will participate in Site Review/Contract Compliance Visits with HSA designated staff. Visits will occur at least once per year, with increased frequency if areas for improvement arise. Contractor will receive at least two weeks advanced notice unless there is an urgent programmatic need to expedite the process.
- Contractor will participate in homeless outreach evaluations, analysis of the homeless system conducted by HSA, as well as technical assistance provided by HSA or an HSA contracted provider such as HomeBase.
- HSA may request additional data from Contractor and/or retrieve reports from Clarity to understand client requests, services, and outcomes. Contractor will receive at least two weeks advanced notice unless there is an urgent programmatic need to expedite the data/report.

Exhibit D
Revised October 2016
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"> • Coastside Hope • Daly City Community Services Center • Fair Oaks Community Center • Puente de la Costa Sur • Tides/Pacifica Resource Center • Samaritan House • El Concilio of San Mateo County • YMCA Community Resource Center 	<ul style="list-style-type: none"> • Abode Services • StarVista • San Mateo County Human Services Agency • Housing Authority of the County Of San Mateo • San Mateo County Department of Housing • San Mateo County Health System, Behavioral Health And Recovery Services • Mateo Lodge • Home and Hope • LifeMoves (formerly known as InnVision Shelter Network) • Mental Health Association of San Mateo County • Next Step Center, Veterans Resource Center of America • Project WeHOPE • Samaritan House • Service League Of San Mateo County

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 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.

ATTACHMENT I

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

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

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)



a. Employs fewer than 15 persons.



b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Bruce Ives

Name of Contractor(s):

LifeMoves

Street Address or P.O. Box:

181 Constitution Drive

City, State, Zip Code:

Menlo Park, CA 94025

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

Signature:



Title of Authorized Official:

Chief Executive Officer

Date:

5/25/17

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

Attachment P

Personally Identifiable Information

Requirements for County Contractors, Subcontractors, Vendors and Agents

I. Definitions

Personally Identifiable Information (PII), or Sensitive Personal Information (SPI), as used in Federal information security and privacy laws, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. PII may only be used to assist in the administration of programs in accordance with 45 C.F.R. § 205.40, *et seq.* and California Welfare & Institutions Code section 10850.

- a. **“Assist in the Administration of the Program”** means performing administrative functions on behalf of County programs, such as determining eligibility for, or enrollment in, and collecting context PII for such purposes, to the extent such activities are authorized by law.
- b. **“Breach”** refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to context PII, whether electronic, paper, verbal, or recorded.
- c. **“Contractor”** means those contractors, subcontractors, vendors and agents of the County performing any functions for the County that require access to and/or use of PII and that are authorized by the County to access and use PII.
- d. **“Personally Identifiable Information” or “PII”** is personally identifiable information that can be used alone, or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. PII may be electronic, paper, verbal, or recorded.
- e. **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the County or County's Statewide Automated Welfare System (SAWS) Consortium, or under the control of a contractor, subcontractor or vendor of the County, on behalf of the County.
- f. **“Secure Areas”** means any area where:
 - i. Contractors administer or assist in the administration of County programs;
 - ii. PII is used or disclosed; or
 - iii. PII is stored in paper or electronic format.

II. Restrictions on Contractor re Use and Disclosure of PII

- a. Contractor agrees to use or disclose PII only as permitted in this Agreement and only to assist in the administration of programs in accordance with 45 CFR § 205.50, *et seq.* and California Welfare & Institutions Code section 10850 or as otherwise authorized or required by law. Disclosures, when authorized or required by law, such as in response to a court order, or when made upon the explicit written authorization of the individual, who is the subject of the PII, are allowable. Any other use or disclosure of PII requires the express approval in writing by the County. No Contractor shall duplicate, disseminate or disclose PII except as allowed in this Agreement.
- b. Contractor agrees to only use PII to perform administrative functions related to the administration of County programs to the extent applicable.
- c. Contractor agrees that access to PII shall be restricted to Contractor's staff who need to perform specific services in the administration of County programs as described in this Agreement.
- d. Contractor understands and agrees that any of its staff who accesses, discloses or uses PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions available under applicable Federal and State laws and regulations

III. Use of Safeguards by Contractor to Protect PII

- a. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides PII received from, or created or received by Contractor on behalf of County, agrees to adhere to the same restrictions and conditions contained in this Attachment PII.
- b. Contractor agrees to advise its staff who have access to PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws and regulations.
- c. Contractor agrees to train and use reasonable measures to ensure compliance by Contractor's staff, including, but not limited to (1) providing initial privacy and security awareness training to each new staff within thirty (30) days of employment; (2) thereafter, providing annual refresher training or reminders of the PII privacy and security safeguards to all Contractor's staff; (3) maintaining records indicating each Contractor's staff name and the date on which the privacy and security awareness training was completed; and (4) retaining training records for a period of three (3) years after completion of the training.
- d. Contractor agrees to provide documented sanction policies and procedures for Contractor's staff who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment when appropriate.

- e. Contractor agrees that all Contractor's staff performing services under this Agreement sign a confidentiality statement prior to accessing PII and annually thereafter. The signed statement shall be retained for a period of three (3) years, and the statement include at a minimum: (1) general use; (2) security and privacy safeguards; (3) unacceptable use; and (4) enforcement policies.
- f. Contractor agrees to conduct a background check of Contractor's staff before they may access PII with more thorough screening done for those employees who are authorized to bypass significant technical and operational security controls. Contractor further agrees that screening documentation shall be retained for a period of three (3) years following conclusion of the employment relationship.
- g. Contractor agrees to conduct periodic privacy and security reviews of work activity, including random sampling of work product by Contractor's staff by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of County's programs and the use and disclosure of PII. Examples include, but are not limited to, access to data, case files or other activities related to the handling of PII.
- h. Contractor shall ensure that PII is used and stored in an area that is physically safe from access by unauthorized persons at all times and safeguard PII from loss, theft, or inadvertent disclosure by securing all areas of its facilities where Contractor's staff assist in the administration of the County's programs and use, disclose, or store PII.
- i. Contractor shall ensure that each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee of Contractor and access is revoked.
- j. Contractor shall ensure that there are security guards or a monitored alarm system at all times at Contractor's facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.
- k. Contractor shall ensure that data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only those authorized by this Agreement. Visitors to any Contractor data centers area storing PII as a result of administration of a County program must be escorted at all times by authorized Contractor's staff.
- l. Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which Contractor staff can transport PII, as well as the physical security requirements during transport.
- m. Contractor shall ensure that any PII stored in a vehicle shall be in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.

- n. Contractor shall ensure that PII shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- o. Contractor shall ensure that all workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- p. Contractor shall ensure that servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- q. Contractor agrees that only the minimum necessary amount of PII required to perform required business functions will be accessed, copied, downloaded, or exported.
- r. Contractor shall ensure that all electronic files, which contain PII data is encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- s. Contractor shall ensure that all workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily. In addition, Contractor shall ensure that:
 - i. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
 - ii. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
 - iii. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
 - iv. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- t. Contractor shall ensure that all of its staff accessing Personally Identifiable Information on applications and systems will be issued a unique individual password that is a least eight (8) characters, a non-dictionary word, composed of characters from at least three (3) of the following four (4) groups from the standard keyboard: upper case letters (A-Z); lower case letters (a-z); Arabic

numerals (0-9) and special characters (!, @, #, etc.). Passwords are not to be shared and changed if revealed or compromised. All passwords must be changed every (90) days or less and must not be stored in readable format on the computer or server.

- u. Contractor shall ensure that usernames for its staff authorized to access PII will be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
- v. Contractor shall ensure when no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the Personally Identifiable Information cannot be retrieved.
- w. Contractor shall ensure that all of its systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- x. Contractor shall ensure that all of its systems providing access to PII must display a warning banner stating, at a minimum that data is confidential; systems are logged, systems use is for business purposes only by authorized users and users shall log off the system immediately if they do not agree with these requirements.
- y. Contractor will ensure that all of its systems providing access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII. The audit trail shall be date and time stamped; log both successful and failed accesses be read-access only; and be restricted to authorized users. If PII is stored in a database, database logging functionality shall be enabled. The audit trail data shall be archived for at least three (3) years from the occurrence.
- z. Contractor shall ensure that all of its systems providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- aa. Contractor shall ensure that all data transmissions of PII outside of its secure internal networks must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used. Encryption can be end to end at the network level, or the data files containing PII can be encrypted. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- bb. Contractor shall ensure that all of its systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.
- cc. Contractor shall ensure that audit control mechanisms are in place. All Contractor systems processing and/or storing Personally Identifiable Information

must have a least an annual system risk assessment/security review that ensure administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection. Review shall include vulnerability scanning tools.

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

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

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

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

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

V. Permitted Uses and Disclosures of PII by Contractor

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

VI. Obligations of County

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

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

VII. Permissible Requests by County

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

VIII. Duties Upon Termination of Agreement

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

IX. Miscellaneous

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