

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SAMARITAN HOUSE

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 Samaritan House, hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing diversion services for adults exiting jail and inpatient medical facilities in San Mateo County with no identified housing plan after exit who would otherwise exit to emergency shelter or unsheltered living situations.

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

1. Exhibits and Attachments

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

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit B1—Budget
- Exhibit C—Performance Reporting and Monitoring
- Exhibit D—Clarity Human Services System – Usage and Data Sharing Agreement for Core Service Agencies and Homeless Service Providers
- Attachment 1—HEAP Requirements
- Attachment I—§ 504 Compliance
- Attachment P—Personally Identifiable Information

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **THREE HUNDRED EIGHTY-FIVE THOUSAND DOLLARS (\$385,000)**. 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 contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 3, 2019, through June 30, 2021.

5. Termination

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

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

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

6. Contract Materials

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

7. Relationship of Parties

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

8. Hold Harmless

a. General Hold Harmless

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

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

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

9. Assignability and Subcontracting

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

10. Insurance

a. General Requirements

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

b. Workers' Compensation and Employer's Liability Insurance

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

c. Liability Insurance

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

- (a) Comprehensive General Liability... \$1,000,000
- (b) Motor Vehicle Liability Insurance... \$1,000,000

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

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

11. Compliance With Laws

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

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

12. Non-Discrimination and Other Requirements

a. General Non-discrimination

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

b. Equal Employment Opportunity

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

c. Section 504 of the Rehabilitation Act of 1973

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

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of 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 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 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 Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

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

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

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

15. Merger Clause; Amendments

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

16. Controlling Law; Venue

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

17. Notices

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

In the case of County, to:

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

In the case of Contractor, to:

Name/Title: Bart Charlow, CEO
Address: 4031 Pacific Blvd, San Mateo CA 94403
Telephone: 650-523-0812
Email: bart@samaritanhousesanmateo.org

18. Electronic Signature

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

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: **Samaritan House**

 4BF1F1B2DDD34A0...	11/4/2019 3:02 PM PST	Bart Charlow
_____ Contractor Signature	_____ Date	_____ 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 Description and Services

Diversion Services to Prevent Individuals from Exiting Institutions into Homelessness

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

A. Purpose

1. The purpose of this Agreement between County and Contractor is to provide diversion services for adults exiting jail and inpatient medical facilities in San Mateo County with no identified housing plan after exit who would otherwise exit to emergency shelter or unsheltered living situations. This population includes people who may have long lengths of homelessness, disabilities, 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.
2. Diversion services provide households with housing problem solving support and an appropriate level of assistance needed to resolve their homeless crisis, ensuring that people are supported to identify alternative housing options, rather than become homeless or continue their period of homelessness.
3. The goal of institutional exit diversion services is to prevent individual adults who are in an institution from exiting the institution into homelessness. The services include working closely with the institution's existing discharge planners/case managers and providing diversion and housing problem-solving services. Program staff will meet with identified clients in the time leading up to exits from jail or medical facilities and create a plan with the goal of identifying temporary or permanent housing options for clients who do not have their own housing to return to.

B. Specific program activities include the following:

1. Initial meeting with the client and the applicable institution staff (i.e. discharge planner) and other people from the client's support system (relatives, sponsor, other case manager, etc.) on site at the institution to brainstorm housing options and offer housing problem solving assistance.
2. Collaborate with discharge planner/case manager; receive information from the discharge planners/case managers regarding the client's discharge plan and what resources are being pursued to support the client upon discharge (i.e.: in home care, in home supportive services, sub-acute rehabilitation, residential treatment facilities, Behavioral Health and Recovery Services ("BHRS"), etc.).
3. For clients with ongoing medical needs, the discharge planner/case manager will remain the primary entity for developing and implementing the discharge plan, including referring into resources such as long-term care or sub-acute rehabilitation and ensuring that the applicable level of in-home services are available to the client.
4. Diversion and housing problem-solving may include the following:
 - i. Facilitating an individualized, client-centered housing problem solving discussion to identify and explore potential housing options within the client's support network, such as moving in with family or friends, returning to previous housing, and exploring possible nontraditional housing options
 - ii. Reaching out to family members along with clients to reestablish communication
 - iii. Mediation and/or dispute resolution with previous landlords, family or friends

- iv. Collaborate with other programs currently serving the client, which may include BHRS programs, homeless outreach services, and other services. Assist client with connecting with other housing and self-sufficiency programs/services for which he/she may be eligible
 - v. In collaboration with the discharge planner/case manager, provide assistance with accessing transportation of clients exiting jails and medical facilities
- 5. The program may also provide time-limited financial assistance, if that financial assistance is needed in order to help the client access a housing option that otherwise would not be available. The program will establish and maintain comprehensive policies and procedures regarding all facets of the financial assistance, including reporting and tracking of all requests and funds distributed, accounting for all transactions, and compliance with all applicable tax regulations, accounting standards, and audit requirements.
- 6. Financial assistance may include the following:
 - i. Short-term assistance with food or other items that would be required to facilitate access to a potential housing resource (i.e. a relative with whom the client can live, but the relative's apartment needs modifications such as shower grab bars in order for the client to live there)
 - ii. Landlord fees, including credit check payment assistance, application fees, holding fees, and other administrative fees
 - iii. Time-limited rental assistance
 - iv. Security deposit
 - v. Utility bill payment assistance, including utility deposits or arrears
 - vi. Work or education related materials
 - vii. Other items/costs that assist a household with returning to a housed situation
- 7. For clients for whom no other alternative housing plan can be identified, the diversion program will conduct a Coordinated Entry System assessment and will work closely with the Diversion and Coordinated Entry System Program for the client to be referred to shelter services, and for the client to be connected to other housing intervention programs, based on client eligibility and availability of resources.
- 8. The provider recruits, retains, trains and supervises program staff, including in the following areas:
 - i. Staff are trained on best practices in working with people experiencing homelessness with complex needs, safety protocol and procedures, job functions and responsibilities, and emergency response protocol. Staff are trained and supported to be adept at building relationships based on trust and respect with clients, as well as with other service providers.
 - ii. Staff are qualified and well-equipped for their given position.
 - iii. Staff are trained in and practice cultural competence and sensitivity. Program includes multilingual staff.
 - iv. Staff are trained in Housing First principles and actively work to encourage clients to seek permanent housing.
 - v. Staff are aware of and well connected to the array of services available within the community.
 - vi. Staff receive training in trauma-informed care, motivational interviewing, harm reduction, mental health, and other areas as needed to ensure they are equipped to work effectively with people experiencing chronic homelessness.

- C. Program Referral Process - Clients will be identified by the discharge planner/case manager staff at the designated institution, based on information from the client and/or other sources of information that the client does not have any housing resource and would otherwise be exiting to homelessness. Clients would be referred to the program in the weeks leading up to their institutional exit. The referral policy will be developed by HSA, in collaboration with Contractor and the institutions; HSA will issue the policy in writing to Contractor. If there is a need to revise the policy, HSA will issue an updated referral policy in writing to Contractor.

Contractor will implement this program with the specific institutions identified by HSA. Institutions included in this program are the County jail and the San Mateo County Medical Center. HSA will inform Contractor in writing if there are any changes to the institutions participating in this program.

- D. Quality Assurance and Continuous Quality Improvement - Contractor will conduct quality assurance control 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.
1. Contractor will conduct ongoing reviews of services and documentation of services (file reviews).
 2. Contractor will implement systematic processes to collect ongoing feedback from clients, homeless and safety net providers, and other stakeholders.

E. Other Contractor Responsibilities

1. Provide services that are culturally appropriate to the populations served.
2. Program staff will be provided with initial training and orientation and ongoing training, supervision, evaluation and support.
3. Maintain policies and procedures for the program.
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, active substance abuse or a history thereof, 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) and any other significant incident involving any 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 Contractor that are not County holidays).

Exhibit B

Method and Rate of Payments

Diversion Services to Prevent Individuals from Exiting Institutions into Homelessness

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

A. General Payment Terms

- Right of County to Request Additional Services** - County may request additional related services under this Agreement and adjust program rates for the programs described within this Agreement to accommodate the addition of services as agreed upon by both parties as long as it does not exceed the total Agreement obligation and is not restricted by any grant or specific funding agreements.

B. Method and Rate of Payments

- Contractor shall invoice HSA on a monthly basis for services shown in Exhibit A. Invoices may include indirect costs of up to 8% of actual costs. Invoices must include the Agreement number, required quarterly performance reports as outlined in Exhibit C, and any additional supporting documentation as requested by County.
- Contractor shall submit invoices by the 20th of the month for the prior month’s expenses for services in accordance with the scope of work in Exhibit A and the budget in Exhibit B1 or the revised budget as approved in writing by County, as County shall have the option to adjust funding across line items in the budget shown in Exhibit B1 and across fiscal years in order to meet program needs and maximize services and outcomes, as long as the total budget does not exceed the total Agreement obligation.

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

Invoices shall be emailed to: Ana Morales at amorales1@smcgov.org or the designated HSA contact.

Exhibit B1
Budget

Samaritan House FY19-20	Program Budget
Personnel Expense	
Subtotal Personnel	\$ 61,901
Operating Expenses	
Supplies	\$ 3,500
IT Communication Operations, Support and Maintenance	\$ 2,250
Client assistance	\$ 38,020
Transportation / mileage	\$ 875
Training & Conference	\$ 600
Recruitment - 2 positions	\$ 9,000
Meeting expenses	\$ 500
Subtotal Operating Expenses	\$ 54,745
Indirect Expense (cannot exceed 8% of the total budget)	
Subtotal Indirect	\$ 10,000
Total Expenses	\$ 126,646

Samaritan House FY20-21	Program Budget
Personnel Expense	
Subtotal Personnel	\$ 128,544
Operating Expenses	
Supplies	\$ 3,500
IT Communication Operations, Support and Maintenance	\$ 2,250
Client assistance	\$ 100,535
Transportation / mileage	\$ 875
Training & Conferences	\$ 1,750
Meeting expenses	\$ 500
Subtotal Operating Expenses	\$ 109,410
Indirect Expense (cannot exceed 8% of the total budget)	
Subtotal Indirect	\$ 20,400
Total Expenses	\$ 258,354

Exhibit C

Performance Reporting and Monitoring
 Diversion Services to Prevent Individuals from Exiting Institutions into Homelessness

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

A. Performance Measures

Measure		FY20 Target (Contract Execution– 06/30/20)	FY21 Target (07/01/20 – 06/30/21)
1.	First meeting with client occurs within 2 business days of referral	90%	90%
2.	Percent of households served who are successfully diverted from shelter/homelessness (do not exit the institution into a shelter or unsheltered homelessness)	35%	35%
3.	Percent of clients who were diverted who remain housed (do not enter homelessness) at 30 days after discharge	20%	20%
4.	Percent of clients who were diverted who remain housed (do not enter homelessness) at 90 days after discharge	15%	15%
5.	Number of individuals served	100	250

- a. County shall have the option to modify performance measures, goals, and targets by written notice and agreement of Contractor. County shall give Contractor advance notice of any modifications and will also discuss changes with Contractor.
- b. Additional metrics to be reported:
 - i. Number of referrals received, by institution
 - ii. For clients served who receive financial assistance, number of clients and average amount of financial assistance provided per client

B. Monitoring

- a. Submit quarterly performance reports to HSA within 20 days of the end of the previous quarter. Reports will include the following:
- b. Quarterly Reports will include the following and be used as documentation for invoicing:
 1. Performance measure report (results for performance measures listed in table above for the current quarter and for fiscal year-to-date). For measures that are a percentage, the reported data must include the percentage as well as the numerator and denominator.
 2. Data on metrics listed above (for the current quarter and for fiscal year-to-date)
 3. Narrative describing trends, successes, challenges during the reporting period
- c. Submit annual program report within 20 days of the end of the fiscal year. Annual program report will provide information on the impact the program had throughout the entire service year and annual results for each performance measure.

- d. Contractor will provide HSA with annual financial audit statements in accordance with generally accepted government auditing standards within nine months of fiscal year end for each year of the Agreement.
- e. Contractor will submit additional reports or data as requested by HSA.
- f. Contractor will participate in Site Review/Contract Compliance Visits with HSA designated staff. Contractor will receive at least two weeks advanced notice unless there is an urgent programmatic need to expedite the process.
- g. 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.
- h. All reports shall be emailed to: Ana Morales at amorales1@smcgov.org or the designated HSA contact.

Exhibit D
Revised December 2018
Clarity Human Services System
Usage and Data Sharing Agreement for Core Service Agencies and
Homeless Service Providers

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

Commitment to Data Entry

The Core Service Agencies and homeless service providers agree to timely enter into Clarity’s secure system accurate data about the clients to whom they provide safety net services and homeless services pursuant to their contracts with the County of San Mateo (“County”). Timely entry of this data is crucial to the Core Service Agencies and homeless service providers’ ability to refer clients to other providers, report accurate performance measures and to capture data on community need.

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

Confidentiality of Client Data

Core Service Agencies and homeless service providers will establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it.

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

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

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

laws and regulations.

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

Agencies Entering and Accessing Data in Clarity

CORE SERVICE AGENCIES	HOMELESS SERVICE PROVIDERS
<ul style="list-style-type: none"> • Coastside Hope • Daly City Community Services Center • Fair Oaks Community Center • Puente de la Costa Sur • Pacifica Resource Center • Samaritan House • 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 • VA Palo Alto Health Care System (VAPAHCS) • San Francisco VA Health Care System (SFVA)

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 1 – HEAP Requirements

- A. Pursuant to Chapter 5 (commencing with Section 50210) of Part 1 of Division 31 of the Health and Safety Code, and all other relevant provisions established under SB 850 (Chapter 48, Statutes of 2019), the State of California has established the Homeless Emergency Aid Program (“HEAP” or “the Program”). The Program is administered by the California Homeless Coordinating and Financing Council (“Council”) in the Business, Consumer Services and Housing Agency (“Agency”). HEAP provides one-time flexible block grant funds to Administrative Entities to address their immediate homelessness challenges.
- B. The County of San Mateo (“County”) is a recipient of a block grant through HEAP and ensures its Contractors receiving HEAP funds are notified of and comply with all conditions of this Agreement and the applicable State requirements governing the use of HEAP funds. Failure to comply with these conditions may result in the termination of this Agreement.
- C. County reserves the right to add any special conditions to this Agreement it deems necessary to ensure the goals of the Program are achieved. Contractor is required to:
 - a. Perform the work in accordance with Federal, State and Local housing building codes, as applicable.
 - b. Maintain at least the minimum State-required worker’s compensation for those employees who will perform any part of the work.
 - c. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by Contractor.
- D. Ineligible Costs: HEAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code section 50214.
 - a. County reserves to right to request additional information and clarification to determine the reasonableness and eligibility of all costs to be paid with funds made available by this Agreement. If Contractor or its funded subrecipients use HEAP funds to pay for ineligible activities, Contractor shall be required to reimburse these funds to County.
 - b. County, at its sole and reasonable discretion, shall make the final determination regarding the allowability of expenditures of HEAP funds.
 - c. Program funds shall not be used for overhead or planning activities, including Homeless Management Information Systems or Homelessness Plans.
- E. Sufficiency of Funds and Termination: Contractor may terminate this Agreement at any time for cause by giving a minimum of 14 days’ notice of termination, in writing, to Contractor. Cause shall consist of: violations of any terms or conditions of the Agreement, or any breach of contract as described Section H. Breach and Remedies; violation of any Federal or State Laws or Regulations; or withdrawal of Agency’s expenditure authority. Upon termination of this Agreement, unless otherwise approved in

writing by County, any unexpended funds received by Contractor shall be returned to County within thirty days of the Notice of Termination.

- a. The Agreement is valid and enforceable only if sufficient funds are made available to Agency by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.
- F. Audit: County reserves the right to perform or cause to be performed a financial audit. At County's request, Contractor shall provide, at its own expense, a financial audit prepared by a certified public accountant. HEAP administrative funds may be used to fund this expense.
- a. If a financial audit is required by County, the audit shall be performed by an independent certified public accountant.
 - b. Contractor shall notify County of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by County to the independent auditor's working papers.
 - c. Contractor is responsible for the completion of audits and all costs of preparing audits.
 - d. If there are audit findings, Contractor must submit a detailed response acceptable to County for each audit finding within 90 days from the date of the audit finding report.
- G. Retention and Inspection of Records: Contractor agrees that County or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to provide County or its designee, with any relevant information requested. Contractor agrees to permit County or its designee access to its premises, upon reasonable notice, during normal business hours for the purpose of interviewing employees who might reasonably have information related to such records and inspecting and copying such books, records, accounts, and other materials that may be relevant to a matter under investigation for the purpose of determining compliance with the Chapter 5 of Part 1 of Division 31 of the Health and Safety Code and all other applicable requirements established under SB 850, HEAP program guidance document published on the website https://www.bcsd.ca.gov/hcfc/documents/heap_overview.pdf, and this Agreement.
- a. Contractor agrees to retain all records described in paragraph above for a minimum period of five (5) years after the termination of this Agreement.
 - b. If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.
- H. Breach and Remedies:
- a. The following shall each constitute a breach of this Agreement:

- i. Contractor's failure to comply with the terms or conditions of this Agreement.
 - ii. Use of, or permitting the use of, HEAP funds provided under this Agreement for any ineligible activities.
 - iii. Any failure to comply with the deadlines set forth in this Agreement.
 - b. In addition to any other remedies that may be available to County in law or equity for breach of this Agreement, County may:
 - i. Bar Contractor from applying for future HEAP funds;
 - ii. Revoke any other existing HEAP award(s) to Contractor;
 - iii. Require the return of any unexpended HEAP funds disbursed under this Agreement;
 - iv. Require repayment of HEAP funds disbursed and expended under this Agreement;
 - v. Require the immediate return to County of all funds derived from the use of HEAP funds including, but not limited to recaptured funds and returned funds;
 - vi. Seek, in court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HEAP requirements; and
 - vii. Seek such other remedies as may be available under this Agreement or any law.
 - c. All remedies available to County are cumulative and not exclusive.
 - d. County may give written notice to Contractor to cure the breach or violation within a period of not less than 15 days.
- I. Waivers: No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of County to enforce at any time the provisions of this Agreement, or to require at any time, performance by Contractor of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of County to enforce these provisions.
- J. Nondiscrimination: Contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Contractors and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractors and subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Government Code section 12990 (a-f), *et seq.*) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, section 7285, *et seq.*). The applicable regulations of the Fair Employment and Housing Council implementing Government Code section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in

full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining agreement or other agreement.

- K. Conflict of Interest: All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.
- a. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
 - b. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
 - c. Employees of Contractor: Employees of Contractor shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act, Government Code section 87100, *et seq.*
- L. Drug-Free Workplace Certification of Compliance: By signing this Agreement, Contractor and its subcontractors hereby certify under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code section 8350, *et seq.*) and have or will provide a drug-free workplace by taking the following actions:
- a. Publish a statement notifying employees and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355(a)(1).
 - b. Establish a Drug-Free Awareness Program, as required by Government Code section 8355(a)(2) to inform employees, contractors, or subcontractors about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. Contractor's policy of maintaining a drug-free workplace;

- iii. Any available counseling, rehabilitation, and employee assistance programs; and,
 - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
 - c. Provide, as required by Government Code section 8355(a)(3), that every employee and/or subcontractor who works under this Agreement:
 - i. Will receive a copy of Contractor's drug-free policy statement, and
 - ii. Will agree to abide by terms of Contractor's condition of employment or subcontract.
- M. Child Support Compliance Act: For any Agreement in excess of \$100,000, Contractor acknowledges in accordance with Public Contract Code section 7110, that:
 - a. Contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code;
 - b. Contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
- N. Special Conditions – Contractor/Subcontractor: Contractor shall ensure that all subcontractors are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HEAP funds. Failure to comply with these conditions may result in termination of this Agreement.
- O. Compliance with State and Federal Laws, Rules, Guidelines and Regulations: Contractor agrees to comply with all State and Federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HEAP program, Contractor, its Subcontractors, and all eligible activities. Contractor shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Contractor shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Contractor shall provide copies of permits and approvals to County upon request.
- P. Inspections:
 - a. Contractor shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.

- b. County reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable Federal, State and/or local requirements, and this Agreement.
 - c. Contractor agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient or Subcontractor until it is corrected.
- Q. Litigation: If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of County, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable. Contractor shall notify County immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or County, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of County.
- R. All proceeds from any interest-bearing account established by Contractor for the deposit of HEAP funds, along with any interest-bearing accounts opened by Subrecipients to Contractor for the deposit of HEAP funds, must be used for HEAP-eligible activities.
- S. Any housing-related activities funded with HEAP funds, including but not limited to, emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing must be in compliance or otherwise aligned with the Core Components of Housing First, pursuant to Welfare and Institution Code section 8255(b).
- T. Contractor agrees to provide the Business, Consumer Services and Housing Agency access to Homeless Management Information System (“HMIS”) data collected and entered into Contractor’s HMIS, upon request, and to participate in any statewide data initiative as directed by BCSH including but not limited to, a statewide data integration environment. Client-level data is not required in any HEAP funding.

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:

Name of Contractor(s):

Street Address or P.O. Box:

City, State, Zip Code:

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

Signature:

DocuSigned by:
Bart Charlow
4BF1F1B2DD834A0...

Title of Authorized Official:

CEO

Date:

11/4/2019 | 3:02 PM PST

*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 seven (7) 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 seven (7) 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 seven (7) 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 seven (7) years from the occurrence.
- z. Contractor shall ensure that all of its systems providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- aa. Contractor shall ensure that all data transmissions of PII outside of its secure internal networks must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used. Encryption can be end to end at the network level, or the data files containing PII can be encrypted. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- bb. Contractor shall ensure that all of its systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.
- cc. Contractor shall ensure that audit control mechanisms are in place. All Contractor systems processing and/or storing Personally Identifiable Information

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

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

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

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

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

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

V. Permitted Uses and Disclosures of PII by Contractor

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

VI. Obligations of County

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

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

VII. Permissible Requests by County

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

VIII. Duties Upon Termination of Agreement

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

IX. Miscellaneous

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