

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND ABODE SERVICES

This Agreement is entered into this ___ day of _____, 2019, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Abode Services, hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing Rapid Re-Housing 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 - Services
- Exhibit B - Payment and Rates
- Exhibit C - Performance
- Exhibit D - Clarity
- Attachment 1 – Additional 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 **SEVEN HUNDRED SIXTY THOUSAND DOLLARS** (\$760,000). In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 03, 2019, through June 30, 2021.

5. Termination

This Agreement may be terminated by Contractor or by the County 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 the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

g. Reporting; Violation of Non-discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of

the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

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

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

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

h. Compliance with Living Wage Ordinance

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

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply 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, Community Collaborative Outcomes
Address: 1 Davis Dr., Belmont, CA 94402
Telephone: 650-802-5120
Email: SToy-Lee@smcgov.org

In the case of Contractor, to:

Name/Title: Louis Chicoine, Executive Director
Address: 40849 Fremont Boulevard, Fremont, CA 94538
Telephone: 510-657-7409 extension #206
Email: lchicoine@abodeservices.org

18. Electronic Signature

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

19. Payment of Permits/Licenses

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

* * *

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

For Contractor: ABODE SERVICES

DocuSigned by:
Vivian Wan
07D79232BD81452...

11/4/2019 | 11:06 AM PST

vivian wan

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 - Services

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

This Agreement provides rapid re-housing services to individuals/families (participants) who are experiencing homelessness, including those whose primary nighttime residence is in a vehicle. The term Homeless in this Agreement will be defined by Category 1 of the Homeless Definition Final Rule of the Department of Housing and Urban Development (HUD) and any updates to the Rule.

Services will be tailored to meet the individual need of each participant. Contractor will provide general rapid re-housing services to at least 10 participants and rapid re-housing services to households living vehicles to at least 13 participants.

Contractor will provide a rapid re-housing program with two components:

Rapid Re-Housing services (general RRH, or GRHH); and
Rapid Re-Housing services for households living in vehicles (RRH-HLV).

A. Target Population

1. General Rapid Re-Housing Services:

The target population for these services is people who are experiencing homelessness. Clients to be served will include people who have disabilities, little or no income, evictions, criminal convictions, alcohol and/or other substance use issues, mental and physical health challenges, and other barriers to maintaining housing.

2. Rapid Re-Housing Services for Households Living in Vehicles:

The target population for these services is people who are experiencing homelessness whose primary nighttime residence is in vehicles. Clients to be served will include people who have disabilities, little or no income, evictions, criminal convictions, alcohol and/or other substance use issues, mental and physical health challenges, and other barriers to maintaining housing. The vehicles may be a recreational vehicle (RV) not connected to utilities, car, van, or another type of vehicle.

B. Services

Contractor will provide services in the following manner:

1. Program Philosophy and Design:

Program is centered on a Housing First approach that values the needs of each participant and works to create specialized housing plans for each participant. Contractor will work collaboratively with other providers within the homeless crisis response system.

2. **Referrals into Programs:** Contractor will only accept referrals for services through the County's Coordinated Entry System (CES). When Contractor receives a referral from CES, Contractor will reach out to the client (participant) as soon as possible. Contractor will only accept referrals for Rapid Re-Housing services following the Coordinated Entry System (CES) processes established by HSA and will provide services only to eligible households. Participants may choose to search for and move into housing within San Mateo County or in other counties. For program participants who choose to move to other counties, the Contractor will provide time-limited financial assistance and time-limited case management services. The case management services will include identifying resources in the participants' new community that can provide ongoing assistance, as necessary. For participants who move out of the County, time-limited case management assistance may be provided in person or remotely by phone, Skype, etc.

Housing Identification Services, Contractor will:

1. Hire and retain staff with the skills and experience necessary to conduct housing identification and location services.
2. Search for housing on behalf of and in collaboration with participants. Examples of housing include permanent brick-and-mortar dwellings, such as a house or apartment, rented rooms, any type of shared housing, reunifying with family or friends, or, if identified by the client as his/her housing plan, a long-term space at a RV or mobile home park with connections to utilities.
3. Assist participants and landlords in understanding landlord-tenant rights and responsibilities as well as help participants understand the requirements of their specific lease or rental agreement.
4. Continually engage in the recruitment and retention of landlord partners, including recruiting landlords with units in the communities and neighborhoods where program participants want to live.
5. Continually research and engage in the recruitment of mobile home parks in order to be able to share information with clients who have identified a mobile home park as their preferred housing plan.
6. Negotiate with landlords to help program participants gain access to housing.
7. Assist participants in making an informed housing choice, including having discussions with clients about housing options.
8. Ensure that all housing units pass the HUD Habitability Standards and maintain documentation of each unit's compliance with the Habitability Standards (as defined here: <https://www.hudexchange.info/resources/documents/ESG-Emergency-Shelter-and-Permanent-Housing-Standards.pdf>).

Rent and Move-In Assistance, Contractor will:

1. Provide rent and move-in assistance is flexible and tailored to the varying and changing needs of a household while providing the assistance necessary for participants to move immediately out of homelessness into permanent housing, which can include security deposit, utilities assistance, and furniture. For a household residing in an RV who has

identified a mobile home park as their housing plan, assistance may include repairs to their RV, registration, or other costs related to the RV or RV park.

2. Provide rent and move-in assistance in a progressive manner, which is tailored to the participant's needs and is assisting the participant in becoming stable in their housing.
3. Maintain clear written policies and procedures for determining the amount of financial assistance provided to a participant, as well as defined and objective standards for when financial assistance should continue and end. Policies are flexible enough to respond to the varied and changing needs of program participants. Contractor will provide a copy of the policies and procedures to County for approval. Any planned revisions to the policies and procedures will also be submitted to County for approval.
4. Issue financial assistance in a timely manner and accurately track financial assistance distributed on behalf of participants.
5. Conduct ongoing training, supervision, and quality assurance to ensure consistency and compliance with policies regarding rent and move-in assistance.

Case Management Services, Contractor will:

1. As the participant is searching for housing and continuing after a participant moves into housing, Contractor shall provide case management to help participants meet their basic needs, increase their resources (employment, public assistance programs, etc.) and connect with applicable resources. After the participant has moved into housing, the focus of case management is to assist the participant in stabilizing in housing and implementing the plan to sustainable housing, including after exiting the rapid re-housing program.
2. Provide assistance with finding employment, increasing income, and applying for benefits for which participants may be eligible (including SSI/SSDI and CalFresh). The case management will reflect the short-term nature of rapid re-housing assistance.
3. Meet with clients in person which may be at the participant's vehicle, at a public location, or other easily accessible areas.
4. Collaborate with participant to develop individualized, participant-centered service plans that include participant's strengths, resources, goals related to housing and self-sufficiency, as well as specific types of housing participant is interested in, steps participant and program will take towards housing and self-sufficiency, and other relevant information.
5. Work collaboratively with any other homeless program serving the participant (such as homeless outreach or emergency shelter) to ensure clear roles and responsibilities are established.
6. Provide additional assistance in preparation for the participant to secure housing, which may include resolve and/or mitigate tenant screening barriers such as rental or utility arrears, and/or evictions. Help participant obtain any necessary identification or documentation required to secure permanent housing.
7. Provide case management after move-in to help participants stabilize in housing. This includes identifying and accessing additional supportive services such as family and friend networks, mainstream and community services, and employment and income. Assist in resolving issues or conflicts that may lead to tenancy problems, such as disputes with landlords or neighbors.
8. Maintain clear written policies with standards for when case management should continue and end. Guidelines are flexible enough to respond to the varied and changing needs of

program participants. Provide a copy of the policies to County for approval. Any planned revisions to the policies will also be submitted to County for approval.

9. Conduct ongoing training, supervision, and quality assurance to ensure consistency and compliance with policies regarding case management.

Additional Services, Contractor will:

1. Hire, train and maintain staffing at a capacity able to provide rapid re-housing program services as shown in this Agreement to residents of San Mateo County. Contractor staff will be skilled in housing identification, and case management as it relates to rapid re-housing.
2. Provide RRH services that are culturally appropriate to the populations served.
3. Provide services in compliance with Housing First principles as described in California Welfare and Institutions Code Section 8255(b).
4. Provide staff with introductory program training, orientation, ongoing program-related training(s), supervision and support.
5. Provide RRH services that are aligned with the National Alliance to End Homelessness' (NAEH) "Rapid Re-Housing Performance Benchmarks and Program Standards" (<http://endhomelessness.org/wp-content/uploads/2016/02/Performance-Benchmarks-and-Program-Standards.pdf>).
6. Maintain written program policies procedures for rental assistance, case management services, and screening processes.
7. Provide services that are considered low-barrier, meaning that participants are not screened out based on having too little or no income, having an active or history of substance abuse, and/or having a criminal record with exceptions for state-mandated restrictions.
8. Collaborate with Community Overcoming Relationship Abuse (CORA) to determine most appropriate housing or shelter plans for clients who are experiencing or have experienced domestic violence.
9. Maintain a caseload of 20-25 households per each case manager.
10. Maintain client information and data. Data will include, but is not limited to, progress notes, client location information (ex: homeless city, and housed city), client consent forms, and performance measure related information. All client data and records will be entered into the County's Homeless Management Information System (HMIS), see Exhibit D for HMIS related requirements. Contractor will provide data to County upon request.
11. Submit all critical incident reports electronically within 24 hours of occurrence to the HSA Center on Homelessness by email to BLewellyn@smcgov.org or designated County contact. Critical incidents include death, homicide, suicide or suicide attempt, and assault (to client or staff).
12. Participate in point-in-time counts and surveys.
13. Make a reasonable attempt (including at least two attempts) to contact and conduct follow-up surveys with former participants at intervals of 6, 12, and 18 months after program exit. Survey will include the following information related to participant's current housing situation:
 - a) Housed in same unit as identified through RRH program participation, or has participant moved into a different unit.
 - b) Current residency location (city/county).

- c) Identify whether or not the participant has experienced homelessness since exiting the program.

County will:

1. Have the option to adjust, modify or add related services to meet its program goals as agreed upon by both parties and adjust costs accordingly as long as it does not exceed the total value of the Agreement.

Exhibit B – Payments and Rates

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

Contractor will:

1. Submit separate invoices to County on a monthly basis for each program services (GRRH and RRH-LV) as shown in Exhibit A and based on the budget shown below (Table II.). Invoices may include indirect costs of up to 8% of actual costs. Invoices due by the 20th of each month for the previous' months service. Invoices must include the Agreement number, required quarterly performance reports as outlined in Exhibit C, and any additional supporting documentation as requested by County. Due to the County's year-end close, June's invoice will be due June 20th (see Table I below).
2. Submit invoices electronically to Brooke Lewellyn at BLewellyn@smcgov.org or the designated County contact.

Table I. Report and Invoice Due Dates

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)	

Table II. Budget

General Rapid Re-Housing Services	December 2019 - June 2020	July 2020 - June 2021
Operating Expenses		
Travel/Mileage	\$ 1,500	\$ 1,500
Office Supplies	\$ 1,000	\$ 1,000
Office Space/Utilities	\$ 1,600	\$ 1,600
Direct Client Support	\$ 72,000	\$ 73,000
Subtotal Operating Expenses	\$ 76,100	\$ 77,100
Subtotal Personnel Expenses	\$ 62,804	\$ 61,952
Subtotal Indirect Expense (may not exceed 8% of budget)	\$ 11,096	\$ 10,948
Total Expenses	\$ 150,000	\$ 150,000
Rapid Re-Housing Services for Households Living in Vehicles	December 2019 - June 2020	July 2020 - June 2021
Operating Expenses		
Travel/Mileage	\$ 1,500	\$ 3,500
Office Supplies	\$ 1,000	\$ 1,000
Office Space/Utilities	\$ 1,600	\$ 3,000
Direct Client Support	\$ 72,000	\$ 172,000
Subtotal Operating Expenses	\$ 76,100	\$ 179,500
Subtotal Personnel Expenses	\$ 62,804	\$ 107,781
Subtotal Indirect Expenses (may not exceed 8% of the total budget)	\$ 11,096	\$ 22,719
Total Expenses	\$ 150,000	\$ 310,000

County will:

1. Have the option to adjust funding across line items, across fiscal years, and between the two RRH programs, in order to meet program goals as long as it does not exceed the total value of the Agreement.
2. Pay Contractor upon receipt and approval of invoices, supporting documentation and reports.

Exhibit C - Performance

Contractor agrees to track data separately for each of the RRH programs, and will meet the following performance reports and measures:

General Rapid Re-Housing Measures	FY 19-20 Target*	FY 20-21 Target
Cumulative number of households served	7	10
Average number of days from referral to program enrollment	15 days	15 days
Percent of the households enrolled in the rapid re-housing program who move into permanent housing within 45 days of referral to the rapid re-housing program	65%	65%
Percent of households served (enrolled) exiting to permanent housing	90%	90%
Percentage of households served who maintain housing and <u>do not</u> become homeless within 12 months of securing permanent housing.	85%	85%
Percentage of households who increase income from program enrollment to exit.	30%	30%

Rapid Re-Housing for those Living in Vehicles Measures	FY 19-20 Target*	FY 20-21 Target
Cumulative number of households served	8	13
Average number of days from referral to program enrollment	20 days	15 days
Percent of the households enrolled in the rapid re-housing program who move into permanent housing within 45 days of referral to the rapid re-housing program	50%	55%
Percent of households served (enrolled) exiting to permanent housing	90%	90%
Percentage of households served who maintain housing and <u>do not</u> become homeless within 12 months of securing permanent housing.	85%	85%
Percentage of households who increase income from program enrollment to exit	30%	30%

*Contract begins mid-fiscal year, performance will be calculated from December 2019 to June 2020

Additional data to be reported for each program:

- Location of housing that clients have moved into (i.e. list of cities where the housing is located)
- List of types of housing that clients have moved into (rented room, rented apartment, shared housing with family/friends, mobile home park, etc.)
- Average duration of financial assistance and total financial assistance per household

Required Reporting, Contractor will:

Submit separate data and narrative reports for each RRH program component (GRRH and RRH-LV) to the County within 20 days of the end of the designated reporting period. Reports will be submitted electronically to Brooke Lewellyn at BLewellyn@smcgov.org or the designated HSA employee. See Table I. in Exhibit B for due dates.

Monthly reports will include, but are not limited, to the following information:

- a) Number of households/individuals referred to the program during the month.
- b) Number of households/individuals served (defined by households enrolled in the program) during the month, including:
 - i. Number of households and persons who received housing search assistance during the month.
 - ii. Number of households and persons who received case management services during the month.
- c) Number of households and individuals who moved into housing during the month, including:
 - i. Number of households by city.
 - ii. Type of housing (apartment, rented room, mobile home park, other).
- d) Budget projections by month for the remainder of the contract term.
- e) Average duration of financial assistance and total financial assistance per household.

Quarterly reports will include, but are not limited, to the following information:

- a) Results of the performance measures listed in the table above. Including data for the most recent quarter and year-to-date. For measures that are a percentage, the reported data must include the percentage as well as the numerator and denominator.
- b) Narrative describing trends, successes, challenges during the month.
- c) Information and data on follow-up surveys including housing stability and homelessness.
- d) Average duration of financial assistance and total financial assistance per household

Annual Reports will include, but are not limited to, the following information:

- a) Contractor will submit an annual program report for each program component within 20 days of the end of each fiscal year. Annual program reports will provide information on the impact the services throughout the entire service year and annual results for each performance measure listed above.

- b) Contractor will participate in site review/contract compliance visits conducted by County. Contractor will receive at least two weeks advanced notice of visits, unless there is an urgent programmatic need to expedite the process.
- c) Contractor will participate in program evaluations and other analysis of the homeless system conducted by HSA.
- d) 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.

County will:

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.

Exhibit D – Clarity
Last 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 – Additional 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: Juana Nunley

Name of Contractor(s): Abode Services

Street Address or P.O. Box: 40849 Fremont Blvd.

City, State, Zip Code: 94538

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

Signature: DocuSigned by: Vivian Wan

Title of Authorized Official: COO

Date: 11/4/2019 | 11:06 AM 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 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.