

## AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND LIFEMOVES

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 2021, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and LifeMoves, hereinafter called "Contractor."

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing homeless outreach at the Millbrae Bart Station and surrounding area.

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

### 1. Exhibits and Attachments

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

- Exhibit A—Services
- Exhibit B—Payments and Rates
- Exhibit C—Performance and Reporting
- Exhibit D—HMIS Clarity
- Exhibit E—Child Abuse Prevention and Reporting
- Exhibit F—Fingerprinting Certification Form
- 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 TWO HUNDRED FORTY THREE THOUSAND FOUR HUNDRED FORTY ONE DOLLARS (\$243,441). In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

### 4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from October 01, 2021, through September 30, 2022.

**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

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

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

## **11. Compliance With Laws**

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

Further, Contractor certifies that it and all of its subcontractors will adhere to all applicable provisions of Chapter 4.106 of the San Mateo County Ordinance Code, which regulates the use of disposable food service ware. Accordingly, Contractor shall not use any non-recyclable plastic disposable food service ware when providing prepared food on property owned or leased by the County and instead shall use biodegradable, compostable, reusable, or recyclable plastic food service ware on property owned or leased by the County.

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

## **12. Non-Discrimination and Other Requirements**

### **a. General Non-discrimination**

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

**b. Equal Employment Opportunity**

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

**c. Section 504 of the Rehabilitation Act of 1973**

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

**d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of 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 of Collaborative Community Outcomes  
Address: 1 Davis Dr., Belmont, CA, 94002  
Telephone: 650-802-5120  
Email: stoy-lee@smcgov.org

In the case of Contractor, to:

Name/Title: Aubrey Merriman, Chief Executive Officer

Address: 181 Constitution Dr, Menlo Park, CA 94025  
Telephone: 650-685-5880  
Email: amerriman@lifemoves.org

**18. Electronic Signature**

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

**19. Payment of Permits/Licenses**

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

\* \* \*

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

**For Contractor:** LIFEMOVES

 DocuSigned by: <i>Aubrey Merriman</i> E6B25F2DF4704FF...	9/9/2021   3:26 PM PDT	Aubrey Merriman
_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

## **Exhibit A - Services**

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

### **A. Purpose and Goal**

The purpose of this Agreement is to provide Homeless Outreach Team (HOT) services to people experiencing homelessness in the Millbrae BART station area with a focus on evening/nighttime hours. Services will include shelter services, transportation assistance, referrals and/or other supportive services. This Agreement funds 2.0 FTE HOT Outreach Case Managers.

The goal of this Agreement is to provide outreach and engagement services to assist households with returning to housing while evaluating/measuring the impact and effectiveness of the provision of these services during nighttime hours at and around the Millbrae BART station area.

### **B. Population and Area to be Served**

Contractor will engage with, and/or provide services to households (individual adult/youth or families) who are unsheltered or appear to be and/are experiencing homelessness (living outdoors, in vehicles, or other places not meant for human habitation) in and around Millbrae, and the Millbrae BART station area. This includes people with disabilities, who have little to no income, evictions, criminal convictions, alcohol and/or other substance use, mental and physical health challenges, and other barriers to maintaining housing. Households who have been unsheltered the longest and are most in need of services will be prioritized for the case management component of these services. The Millbrae BART station area includes BART and Caltrain platforms, stations, parking lot and streets surrounding BART and Caltrain areas. Households not residing in San Mateo County will receive information on services for their respective residing community.

### **C. Services to be Provided**

Contractor will:

1. Provide Program Oversight to include:
  - a. Daily program oversight by Contractor's Program Director to ensure the services provided under this Agreement are in accordance with, and adhere to, the HOT program model. This includes HOT processes, guidelines, and criteria for all program components of homeless outreach.
  - b. Working with County to strategize on connecting unsheltered households with/to shelter and/or permanent housing; tracking the overall project impact; implementing changes based on continuous learning; and strategizing how to best deploy program/services to meet program goals.
  - c. Hiring, training, supervising and supporting homeless outreach staff.
  - d. Providing outreach staff with initial and ongoing training, supervision and support to ensure Contractor's staff are trained to work with hard-to-reach and hard-to-serve clients who may otherwise be disconnected from mainstream and homeless system services and supports.
  - e. Providing comprehensive staff trainings on an ongoing basis. Training topics will include best practices to working with homeless individuals who have complex needs; safety protocol and procedures; Housing First model/approach; motivational interviewing; engaging hard-to-serve clients; job functions and responsibilities; emergency response protocol; reporting of suspected child abuse/neglect and elder abuse; strategies on assisting clients with exploring housing plans (including housing alternatives other than formal homeless programs, such as family reunification, shared housing, etc.); and

- Homeless Management Information System (“HMIS”) data entry and service documentation.
- f. Ensure outreach staff will be trained in, and on how to, implement best practices of engagement in a trauma-informed and culturally competent manner that respects the individual’s right to accept or deny services.
  - g. Ensuring Contractor staff are aware of, or are connected to, and maintain knowledge of other supportive services available within or around San Mateo County such as referral/application processes for shelters, housing resources, voucher and subsidy programs, senior housing, affordable housing, shared housing, substance use treatment programs, long-term care/medical facilities, mental health services, Aging and Adult Services, public benefits (Social Security, CalFresh, General Assistance, health coverage programs, etc.) and/or other applicable resources.
  - h. Providing outreach staff with support, training, and consultation as needed with staff who have clinical expertise to brainstorm additional methods for engaging and serving clients.
2. Adhere to HOT Policies and Procedures to include:
- a. Services are provided consistently and in alignment with Housing First principles.
  - b. Consistent process for receiving, documenting, and responding to referrals and requests for service.
  - c. Thorough, accurate, and timely documentation of all services in the San Mateo County Clarity HMIS system.
  - d. Services are targeted to hardest-to-serve homeless individuals and families.
  - e. Actively moving the greatest number of unsheltered individuals towards permanent housing.
  - f. Implementation of a person-centered, strengths-based approach tailoring case management to each client.
  - g. Collaboration with safety net providers, homeless services, medical and behavioral health providers, substance use treatment programs, law enforcement, and other applicable partners and stakeholders.
  - h. Following the set structure, membership, and processes of Multi-Disciplinary Team (MDT) meetings. Multi-Disciplinary Team (MDT) meetings are a standard component of the Homeless Outreach Team Program Model and are collaborative environments for service providers and community stakeholders to discuss services, needs and challenges, and to coordinate solutions for unsheltered people experiencing homelessness who are working with outreach staff.
  - i. Collaboration with safety net providers, homeless providers, medical and behavioral health providers, substance use treatment programs, law enforcement, and other applicable partners.
  - j. Client grievance procedures.
  - k. Confidentiality policies and procedures.
  - l. Safety and emergency protocol, and incident reporting.
  - m. Close collaboration with County and the Homeless and Safety Net system.
  - n. Contractor will not screen out households based on criteria such as a minimum income threshold, employment, criminal history, disability, evidence of “motivation”, etc.
  - o. Program is centered on a Housing First approach that values the needs of each individual.
3. Conduct Outreach and Engagement and will:
- a. Provide 2.0 FTE Outreach Case Managers.
  - b. Build relationships with unsheltered households and services providers based on trust and respect to establish a pathway to permanent housing or connections to other homeless system/service.
  - c. Identify and engage unsheltered households experiencing homelessness who congregate in the areas listed in paragraph B above.
  - d. Provide services on a set schedule. The schedule will be agreed upon by the Contractor and County. Should BART make changes to their schedule, Contractor will adjust service

times. Contractor may also adjust schedule for other reasons such as unanticipated needs or challenges arising. Any changes to the schedule must be approved in advance by the County.

- e. Conduct standardized assessment to identify household's immediate need(s) and short-term interventions, such as direct assistance for basic needs (food, clothing, hygiene, etc.) or emergency calls for urgent medical needs.
  - f. Develop and maintain close working relationships BHRS, law enforcement, and other partners in order to provide appropriate referrals.
  - g. Make referrals to available short-term housing interventions, such as access to an emergency shelter or other rapid homeless services, residential treatment programs, and medical facilities as a step toward permanent housing.
  - h. Conduct additional outreach to notify unsheltered households if/when inclement weather is activated or that may be approaching to assist them with accessing shelter services.
  - i. Follow up on requests by MDT/collaborative meeting participants to provide outreach and engagement to unsheltered homeless individuals.
  - j. Develop strategies and partnerships to connect households that do not reside in San Mateo County to services in respective resident community. This includes providing transportation assistance to household's resident community or other requested clear destination or place to stay for the evening (i.e. a bed in an emergency shelter, to stay with friends, a motel/hotel room, etc.). Transportation may include public transit tickets and may include ride-share or taxi options as appropriate. Contractor will develop a process and program guidelines for how to best offer transportation services.
  - k. Provide family reunification resources and support services when appropriate and if applicable. Contractor will develop a process and guide to successfully reunite households with family members.
4. Provide Case Management services to include:
- a. Provision of intensive case management services to a set number of individuals with significant barriers and challenges to connecting to services and housing. The individuals to be served by the case management services will be identified via the case management referral process agreed upon by the County and Contractor and will generally be individuals who were initially contacted in the Millbrae BART station area or were referred by City of Millbrae or Sheriff's Office staff.
  - b. Link to mainstream supportive services and development of case plans to households served to help access permanent housing.
  - c. Making active and sustained efforts to locate households when their whereabouts become unknown. This includes inquiring at other possible locations such as hospitals, correctional facilities, recent locations, and when allowable (in accordance with confidentiality policies) asking other partners or service providers.
  - d. Providing case management contact and services at appropriate frequency and intensity to support each household in their housing plan, with a minimum of monthly in-person contact. It is understood that some household's housing plans may take significant time to implement, especially for those with significant housing barriers and high levels of need. Individuals/households will not be removed from active case management unless they deny continued case management after long periods of attempted engagement from Contractor. This include attempting various methods of engagement techniques and partnering with any applicable partners and re-enrolling households in case management when applicable.
  - e. MDT meeting case conferencing, if applicable and household consents, for households on the MDT case list.
  - f. Providing client-centered, trauma-informed, and harm-reductive case management respecting each individual's strengths, preferences, varying needs, and housing goals.

- g. Creating and implementing a housing-focused case plan guided by the Housing First principles with the primary objective of returning unsheltered homeless people to safe, secure housing as quickly as possible.
  - h. Linking households to mainstream, primary health, and behavioral health services based on each client's unique needs, and continued coordination with partner service providers serving clients through their agencies or systems.
  - i. Maintaining and developing knowledge of housing strategies and resources in County, including eligibility requirements, referral and application processes, and availability/capacity of resources such as:
    - Rapid re-housing (RRH)
    - Housing Readiness Program (HRP)
    - Permanent Supportive Housing (PSH)
    - Supportive Services for Veterans (SSVF)
    - Veterans Affairs Supportive Housing vouchers (VASH)
    - Moving to Work vouchers
    - Senior housing resources
    - Affordable housing resources
    - Shared housing resources
    - Behavioral Health and Recovery Services supported housing programs
    - Current practices for successful rental applications for market rate housing
    - Other subsidized and/or supportive housing resources
    - Detoxification/substance use treatment programs including residential treatment programs, long-term care facilities, etc.
  - k. Maintaining close collaboration with CES lead agency.
  - l. Assisting households with becoming "document ready" and with processes for accessing various housing programs listed above, including direct support with obtaining identification and verification documents from agencies such as the Social Security Administration and the California Department of Motor Vehicles.
  - m. Encouraging use of shelters as a temporary place to stay while household pursues permanent housing.
  - n. Planning for and implementing the transition of care and services to other support services or case managers when households successfully transition into shelter or other housing.
  - o. Identifying non-housing related services that households are already connected to, or enrolled with, and coordinate communication and co-case management to facilitate access, care, and transparency on roles and responsibilities in case planning toward permanent housing.
  - p. Monitoring case progress, reassessment and revision of case plans and strategies on an as needed basis.
  - q. Timely and accurate case file management and maintenance in HMIS Clarity to include pertinent household information, case management activity documentation, and progress notes.
  - r. Following safety and emergency response protocol, including contacting emergency responders when necessary and reporting critical incidents.
5. Manage Collaborative Meetings/Multi-Disciplinary Team (MDT) Meetings to include:
- a. Plan, attend, and facilitate Collaborative Meetings on a regular and ongoing basis as agreed upon by County, City of Millbrae and Contractor. This meeting will include both an MDT component and time to discuss the successes and challenges of this Agreement's program services (as a pilot program).

- b. Facilitate and obtain participant feedback such as suggestions, resources, and direct assistance facilitating communication or services with households.
  - c. Presentation by outreach staff of information on households receiving case management. This includes the household's housing-focused case plan, updates on progress toward housing, eligibility for various housing resources, barriers, challenges, concerns, and needs. Staff will request support/suggestions from MDT participating agencies when applicable.
  - d. Provision of information on the MDT model to households and obtain consent for case conferencing, if households/clients are willing.
  - e. Facilitation and follow through on meeting participant requests to provide outreach and engagement to identified unsheltered homeless individuals.
  - f. Presentation of program updates, data, and challenges. Meeting participants will have an opportunity to provide suggestions or resources and may iterate on program design.
  - g. Presentation of data from most recent monthly report. This will include program progress, opportunities, and challenges.
  - h. Facilitation of meeting schedule, location, links, calendar invites and reminders for all Collaborative Meetings.
  - i. Facilitation and maintenance of meeting participant list and contact information for active collaborative meeting participants. This includes responding to community inquiries about meetings, or requests to participate.
  - j. In collaboration with HSA, maintain active participation of key partners.
  - k. Ongoing maintenance of applicable confidentiality policies.
6. Conduct Ongoing Learning and Evaluation activities to include:
- a. Partnering with County to collect data to measure program impact and for use on program design and/or improvements.
  - b. Regular surveying of people who appear to be experiencing homelessness at the Millbrae BART station. Contractor will work with County to determine the survey cadence and develop the survey format.
  - c. Regular counts of the number of people who appear to be experiencing homelessness. Contractor will work with County to determine the best cadence and approach to conducting these counts.
  - d. Ongoing tracking of service delivery. Contractor will work with County to determine what data will be collected on an ongoing basis and how that data will be tracked.
  - e. Regular meetings with County to discuss programs successes, challenges, and opportunities. Contractor and County will agree on meeting cadence and content.
  - f. Collaboration with County to add, change, or adapt services as trends emerge or new need is identified.
  - g. Working closely with County to conduct other field surveys and/or other information-gathering initiatives, including One Day Homeless Counts.
7. Conduct Quality Assurance Control and Continuous Quality Improvements, to include:
- a. Provision of ongoing training, coaching, and review of services and data to ensure quality of services, consistency of services and adherence to policies and procedures.
  - b. Provision of ongoing review and documentation of services (file reviews).
  - c. Implementation of systematic process to collect ongoing feedback from households served/clients, homeless and safety net providers, and/or other stakeholders.
8. Additional Contractor Responsibilities, Contractor will:
- a. Provide services that are culturally appropriate to the populations served.
  - b. Maintain policies, procedures, and tools for staff and update as needed to align Housing First principles and enable outreach staff to identify and serve the hardest-to-serve.

- c. Provide services that are low-barrier, meaning that participants are not screened out or discharged from the program based on having too little or no income, active substance abuse or a history thereof, a criminal record, or perceived "lack of motivation".
  - d. Maintain timely, accurate client records of all clients served in the San Mateo County Clarity/HMIS database (see Exhibit D). All client records will be entered into Clarity. Data entry will be entered during or as soon as possible after the services. Under all circumstances, data entry will be completed within 4 business days of the service provision.
  - e. Report Critical Incidents. All critical incidents will be reported via email within 24 hours to HSA staff, including the events of: death, homicide, suicide or suicide attempt, and assault (to another client or staff) and any other significant incident involving any HOT client or staff.
  - f. Participate in County homeless system meetings and the Coordinated Entry System.
  - g. Participate in point-in-time counts and surveys.
  - h. Provide a budget summarizing how the contract funds will be spent. Contractor will need approval from HSA for any budget change-requests.
9. County will:
- a. Have the option to add or modify related services, and adjust costs, as agreed upon by both parties in writing as long as it does not exceed the total Agreement amount.
  - b. Have the option to modify the number, frequency or structure of Collaborative Meetings based on shifting community needs. County will consult with and provide written notification to Contractor regarding requested modifications.
  - c. Have the option to add, remove, or revise tracking and learning activities, depending on identified need and as agreed upon by both parties.

### **Exhibit B – Method and Rate of Payments**

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 term:

1. Contractor will invoice County on a monthly basis for actual costs incurred for services shown in Exhibit A based on the budget below. Invoices will be submitted, along with required reports and backup/supporting documentation, electronically to Joanna Bell, [JBell@smcgov.org](mailto:JBell@smcgov.org), or their designee, by the 20<sup>th</sup> of each month for the prior month's services. This includes operating expenses, direct client support, salaries and wages, and administrative costs. Due to fiscal year end close, the invoice for services rendered in June is due by June 20<sup>th</sup>.

<b>Program Component</b>	<b>Amount</b>
Personnel	\$165,277
Program Operations	\$ 56,033
Administrative Expenses (not to exceed 10% of total)	\$ 22,131
<b>Total Budget</b>	<b>\$243,441</b>

2. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. If County should find that the quantity or quality of work is unacceptable, County shall notify Contractor in writing with a detailed statement and plan to correct performance. Contractor shall respond to County within fifteen (15) days of receipt of statement with a plan to confirm what steps will be taken to correct performance.
3. County will have the option to adjust or modify budgeted line items as agreed by both parties and approved by County in writing as long as it does not exceed the total Agreement amount.
4. County will pay Contractor upon receipt and approval of invoice, reports and supporting documentation. Payments are contingent upon receipt of monthly reports. If reports are delayed, Contractor understands that payments will be delayed until the report that corresponds with that monthly invoice is received by County.

### **Exhibit C – Performance and Reports**

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

#### **A. Performance**

1. Contractor agrees to meet and report out on the following Performance Measures:

<b>Measure</b>	<b>Target</b>
Number of unduplicated clients who receive outreach and engagement services	100
Number of unduplicated clients served through case management (not exclusively clients on MDT list)	24
Number of clients who enter temporary shelter, including emergency shelter, transitional housing, or other temporary destinations (including detox programs or other temporary programs)	20
Number of clients who move into Permanent Housing	10

2. County will have the option to adjust or modify performance measures, goals, and targets as agreed upon by both parties in writing. The County will provide Contractor with advance notice of any modifications.
3. Contractor will participate in Site Review/Contract Compliance Visits with County designated staff. Contractor will receive at least two weeks advanced notice unless there is an urgent programmatic need to expedite the process.
4. Contractor will participate in homeless outreach evaluations, analysis of the homeless system conducted by County, as well as technical assistance provided by County or County contracted provider such as Homebase.

#### **B. Reports**

1. Contractor will submit all reports electronically to Joanna Bell, [JBell@smcgov.prg](mailto:JBell@smcgov.prg), or their designee. The following reports are required under this Agreement.
  - a. Monthly reports are due by the 20<sup>th</sup> of each month for the previous months service. Reports will be used as documentation for invoicing and will include the following:
    - i. Performance measure report (results for performance measures listed in table above for the current month and for fiscal year-to-date).
    - ii. Learning and Evaluation data from surveying, counts, and other learning and evaluation activities conducted in the prior month. Specific measures required will be determined by County and Contractor.
    - iii. A brief narrative describing trends, successes, challenges during the reporting period.
  - b. Annual Report is due within 20 days of the end of the fiscal year and will include:
    - i. Narrative information on the impact that homeless outreach and engagement services had throughout the entire service year.

- ii. Annual results for each performance measure.
    - c. Annual financial audit statements in accordance with generally accepted government auditing standards within nine months of fiscal year end (for each year of Agreement).
- 2. County will have the option to request additional reports or data from Contractor, and/or retrieve reports from Clarity to understand client requests, services, and outcomes. County will provide Contractor with at least two weeks advanced notice of request unless there is an urgent programmatic need to expedite the data/report.

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

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

**Commitment to Data Entry**

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

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

**Confidentiality of Client Data**

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

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

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

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

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

### Agencies Entering and Accessing Data in Clarity

CORE SERVICE AGENCIES	HOMELESS SERVICE PROVIDERS
<ul style="list-style-type: none"> <li>• Coastside Hope</li> <li>• Daly City Community Services Center</li> <li>• Fair Oaks Community Center</li> <li>• Puente de la Costa Sur</li> <li>• Pacifica Resource Center</li> <li>• Samaritan House</li> <li>• YMCA Community Resource Center</li> </ul>	<ul style="list-style-type: none"> <li>• Abode Services</li> <li>• StarVista</li> <li>• San Mateo County Human Services Agency</li> <li>• Housing Authority of the County Of San Mateo</li> <li>• San Mateo County Department of Housing</li> <li>• San Mateo County Health System, Behavioral Health And Recovery Services</li> <li>• Mateo Lodge</li> <li>• Home and Hope</li> <li>• LifeMoves (formerly known as InnVision Shelter Network)</li> <li>• Mental Health Association of San Mateo County</li> <li>• Next Step Center, Veterans Resource Center of America</li> <li>• Project WeHOPE</li> <li>• Samaritan House</li> <li>• Service League Of San Mateo County</li> <li>• VA Palo Alto Health Care System (VAPAHCS)</li> <li>• San Francisco VA Health Care System (SFVA)</li> </ul>

Efforts are made to keep this list current, however there may be Core Service Agencies and/or homeless service providers that begin to participate in the data system in the future.

### Licensing

Only agency staff who provide safety net or homeless services shall be granted access to Clarity. When an agency is requesting a Clarity license for a new staff, the agency director or manager will review with the staff the confidentiality and security rules regarding Clarity and will send the completed, signed Clarity oath of confidentiality form to HSA to request a new account.

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

If any license goes unused for more than 90 days, that license may be deactivated. The agency holding

the license will be notified prior to deactivation of the license and the agency will have 5 business days to respond with a request if the license is to be continued.

### **System Configuration Change Requests**

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

### **User Support**

If a Core Service Agency or homeless service provider experiences any technical difficulty with the system, a service request must be sent to the Human Services Agency, Business Systems Group at [hsa\\_servicedesk@smcgov.org](mailto:hsa_servicedesk@smcgov.org) or (650) 802-7573.

### **Contractor/Service Provider Agreement**

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

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

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

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

**Exhibit F - County of San Mateo – Fingerprinting Certification Form**

**DATE:** 9/9/2021 | 3:26 PM PDT

**AGREEMENT WITH:** LifeMoves

**FOR:**

Homeless Outreach at Millbrae Bart Station and surrounding area

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**Contractor agrees that its employees and/or its subcontractors, assignees and volunteers who, during the course of performing services under this agreement, have contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom contractors' employees, assignees and subcontractors or volunteers have contact.**

**NAME:** Aubrey Merriman

**TITLE:** Aubrey Merriman, Chief Executive Officer

**SIGNATURE:**  DocuSigned by:  
Aubrey Merriman  
E6B25F2DF4704FF...

**DATE:** 9/9/2021 | 3:26 PM PDT

## 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.

- I. 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.