

Agreement No. _____

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND CENTRAL LABOR COUNCIL

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 Central Labor Council, 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 to provide employment supportive services to San Mateo County foster youth.

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

1. Exhibits and Attachments

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

- Exhibit A - Services
- Exhibit B - Payments and Rates
- Exhibit B1 - Budget
- Exhibit C - Performance Measures and Reporting
- Exhibit D - Child Abuse Prevention and Reporting
- Exhibit E - Fingerprinting Certification Form
- 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 will 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 Exhibits B and B1. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this agreement exceed **FOUR HUNDRED SIXTY-THREE THOUSAND AND FIVE HUNDRED DOLLARS** (\$463,500). 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 September 01, 2019, through August 31, 2020.

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 under 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' written notice must be given 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.

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 under 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: Natasha Bourbonnais, Human Services Manager
Address: 1 Davis Dr., Belmont CA 94002
Telephone: (650) 599-7412
Email: NBourbonnais@smcgov.org

In the case of Contractor, to:

Name/Title: Keith Bergthold
Address: 3485 W Shaw Ave , #101, Fresno, CA 93711

Telephone: 559-250-1902
Email: Keith@fresnometmin.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.

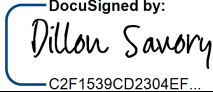
19. Payment of Permits/Licenses

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: CENTRAL LABOR COUNCIL

 C2F1539CD2304EF...	6/25/2019 4:56 PM PDT	Dillon Savory
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 will provide the following services:

The Contractor will provide a comprehensive array of workforce development services to current and/or former foster youth (“participants”) referred by San Mateo County (“SMC”) Children and Family Services (“CFS”). The services provided will result in increased skills acquisition and employment among participants, in addition to contributing to their long-range career and educational goals.

I. Target Population

The target population for employment services will be current and/or former San Mateo County foster youth ages 14 to 25 who meet one of the following criteria:

1. Current foster youth, or current dependents who were in foster care placement through their 14th birthday.
2. Youth/young adults in, or exiting from, the SMC foster care system and residing in SMC or neighboring counties including Alameda, Contra Costa, San Francisco and Santa Clara.

II. Location of Services

Contractor will provide services countywide either through field visits, at a location convenient for participants such as a library, or in their offices located at 1777 Borel Place, Suite 500, San Mateo, CA 94402. Service delivery location will depend on the type of service being provided (i.e. youth-driven transitional meetings or workshops).

III. Environment

- A. Contractor will ensure their office environment is “Foster Youth Friendly”. This means that the space will be inviting and welcoming to participants. Participants will be co-located with their peers.
- B. Contractor will ensure computers allow participants to access websites outside of Peninsula Works, or other job specific websites, for the purposes of checking on the status of educational credits (GED/transcripts) and other areas which may be required for resume development.

IV. Hours of Services

Contractor will deliver services at times that are accessible to participants attending high school, including evenings and weekends.

V. Trauma Informed Approach

Contractor will participate in an orientation and educational meeting with CFS regarding the principles of a trauma-informed approach prior to the start of services. Contractor will utilize these techniques when working directly with participants.

VI. Intake and Assessment

Contractor will:

- A. Meet with the referred participant within two weeks of referral receipt at a time and location that is convenient to participant (such as a library or other public space).
- B. Assess the participant’s job readiness and gauge their interests, experience, skills, challenges, and needs during the intake phase.
- C. Reassess participant every six months following the date of the initial intake and assessment.

VII. Employment Services

Contractor will provide:

- A. Career exploration and will expose participants to various career options and in emergent fields. Contractor will help participants identify long-term career goals and a career path that will lead to self-sufficiency and independence.
- B. An employment plan and/or an individual vocational plan. The plan will include career goals and will identify how participants can work towards those goals. Contractor will continue to follow up with participants and offer coaching and guidance as well as provide support and assistance when needed. The plan is based on the participant's age and goals:
 - Eligible participants aged 18 or younger. Contractor will develop a plan to have an identified career goal upon graduation.
 - Eligible participants aged eighteen or over will continue to receive services. Contractor will make appropriate referrals to employment partners.
- C. Job skills development through on-the-job training, workshops, or direct coaching. Areas of development will be based on the participant's identified need and may include, but are not limited to:
 - 1. Resume Development
 - 2. Professionalism
 - 3. Interviewing Skills
 - 4. Time Management
 - 5. Communication Skills
 - 6. Teamwork and Collaboration
 - 7. Adaptability
 - 8. Problem Solving
 - 9. Conflict Resolution
 - 10. Computer software training including MS Office Suite
 - 11. Typing
 - 12. Professional Writing
 - 13. Career Readiness
 - 14. Job search assistance
 - 15. Support on how to obtain and maintain employment
 - 16. Budgeting for work costs
- D. Job development opportunities through the development of relationships with employers to maintain or maximize job placement opportunities in industries and/or businesses that align with the participant's long-term career goals.
- E. Job placement and/or internship opportunities and will ensure warm hand-off between participant and employer. Contractor will connect each participant to a job opportunity that aligns with their long-term career goals.
 - 1. Job placement opportunities may include volunteer or intern positions which align with participant's career goals or for the purposes of career exploration.
 - 2. Job opportunities must be geographically accessible for participants. This means they should be within walking/biking distance, offer employer-provided transportation, or be easily accessible through public transportation, and short distance rides.
 - 3. Coordinate and host two-job fairs and invite employers who have full-time and part-time job opportunities in San Mateo County for the targeted population. Job fairs should be facilitated at a time and location that is convenient for participants
 - 4. Ensure that all job placements will comply with youth labor laws including, but not limited to, the Fair Labor Standards Act (FLSA), Age Requirements, jobs free of

hazards, and youth employment requirements set by the United States Department of Labor. Laws and requirements can be found by visiting <http://dol.gov/general/topic/youthlabor>.

- F. Job coaching supportive services to help participants maintain employment with a positive rapport and evaluation status.
- G. Vocational Advocacy and Coordination. Contractor will develop relationships with participant's high school counselors for the purpose of advocating on their behalf when there are appropriate vocational tracks available through the high school, and in alignment with the participant's career goals.
- H. Job placements that will align with the County's living wage ordinance.

VIII. Case Records

Contractor will ensure each participant has a well-maintained file with assessment scores stored securely in the Contractor's office(s). Contractor will keep up-to-date and accurate case records and the participant's files will be made available to the County at any time.

IX. Joint Case Planning, Training, and Evaluation

Contractor will:

- A. Closely collaborate with the participants other service providers and CFS social worker, employment specialist, and Independent Living Program ("ILP") staff. Close collaboration will include regular small group joint case-planning meetings with partner service providers to identify the participant's academic strengths and job interests for the purposes of providing well-rounded, complimentary educational and employment services.
- B. Attend all mandatory trainings as requested by County and will complete all County-provided training related to this program, as determined by the County, such as the Mandated Reporter Training ("MRT") and Multi-Disciplinary Team Training ("MDT").
- C. Conduct regular meetings with their program staff to ensure program policies are being enforced, files are being updated properly, invoices are being submitted correctly, and any issues are being resolved appropriately.
- D. Attend evaluation meetings at the request of the County and implement all procedures immediately to maintain an effective program.
- E. Ensure its staff will be informed of any updates and/or changes in the program policies or services.
- F. Help assist the ILP Team Members coordinate and will participating in ILP sponsored events including the annual TAY Summit, the Welcome Back BBQ/Picnic, the Holiday Party and the TAY Graduation.

X. Transitional Services

Contractor will continue to provide services for engaged participants who have reunified with their families for ninety (90) days post-reunification, and for up to six (6) months after, with approval from the County.

XI. Additional Requirements

Contractor will:

- A. Ensure its current staff, who provide direct services to participants, participate in CFS' coordinated trauma-informed approach meeting (see section V).
- B. Conduct Live Scan fingerprinting and criminal background checks for any employees and/or subcontractors, assignees, volunteers or anyone who, during the course of performing

services under this agreement have contact with children, or anyone working around children, to determine whether they have a criminal history which would compromise the safety of children with whom contractor's employees, assignees and subcontractors or volunteers have contact.

- C. Report to the County all violations discovered through background checks conducted on personnel who perform services under this agreement, or who work around children served by this agreement. Notwithstanding Section 5 of the agreement, failure to report background violations may be cause for immediate termination of this agreement.
- D. Be on the Federal Department of Justice ("DOJ") approved recipient list, having an Originating Agency Identification ("ORI") Number for Live Scan fingerprinting, and must maintain that approval while providing services under this agreement.
- E. Have a process in place for receiving, assessing, and addressing criminal records.
- F. Submit, upon execution of this agreement, a copy of the organization's fingerprinting policies and procedures.
- G. As shown in Exhibit D, Contractor, its consultants, and/or its volunteers are required to report any known or suspected neglect, abuse, or violation that involves a child immediately to the County Child Abuse and Neglect Hotline: 1-800-632-4615. Notwithstanding Section 5 of the agreement, failure to report child abuse, or neglect may be cause for immediate termination of this agreement.

XII. Miscellaneous

- A. Contractor will provide light refreshments and/or snacks for participants attending meetings.
- B. Contractor will coordinate with CFS case workers (via CFS or contracted service provider) to ensure that participants have means for travel or transportation when workshops or group sessions are being held at the Contractor's office locations.
- C. County will 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 agreement obligation.
- D. Contractor will assure when placing youth into employment compliance with employment laws and requirements for youth employment as set forth by the Department of Labor, and other regulatory agencies.

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 will pay Contractor based on the following fee schedule and terms:

General Payment Terms

1. County will have the option to adjust funds across line items in the budget shown in Exhibit B1 and across fiscal years as agreed upon by both parties and as approved by County in writing as long as it does not exceed the total agreement obligation.
2. The County reserves the right to withhold payments if County determines that the quality or quantity of the work performed is unacceptable. County will consider Contractor's performance as being acceptable for the purposes of full payment if Contractor meets at least 90% of each of the targeted outcomes as outlined in Exhibit C. If the Contractor does not meet at least 90% of each of the targeted outcomes as outlined in Exhibit C, County may consider the work unacceptable and may withhold all or part of Contractor's total payment.
3. If County determines to withhold payment due to non-performance, County will issue a corrective action plan. The corrective action plan will outline how to correct services and the Contractor will respond to the plan within 10 business days.
4. All services performed by Contractor must support work shown in Exhibit A. Services not in compliance with the agreement may be deemed as disallowed costs. The County is not responsible for payments of services not in compliance with the agreement.

Method and Rate of Payment

5. Contractor will invoice County monthly for actual costs incurred based on the budget shown in Exhibit B1 for services shown in Exhibit A.
6. Contractor will submit an itemized invoice by the 10th of each month for the previous month's services (e.g. invoice date for services rendered May 1 – May 31 is due by June 10th).
7. Contractor will email invoices to the CFS Contract Manager (NBourbonnais@smcgov.org) with a copy to the administrative secretary (JTran@smcgov.org).
8. Due to the County's fiscal year-end closure, the invoice for June services is due to County by July 3.
9. County will pay Contractor within (45) days upon receipt and approval of invoices.

Exhibit B1 – Budget

Line Item	Total Program Budget	Funding Request (detail how funds will be spent per line item)
Expense		
Direct Personnel Expense	Full Cost	Cost to Workforce Contract
Lead Achievement Navigator	\$ 92,916	\$ 92,916
Achievement Navigator	\$ 87,696	\$ 87,696
Achievement Resource Specialist	\$ 52,000	\$ 30,000
Customer Service Representative	\$ 52,000	\$ 7,200
Program Director-(Admin. & Contracts)	\$ 135,200	\$ 18,720
Program Director-(Operations)	\$ 135,200	\$ 56,160
Payroll Taxes	\$ 55,501	\$ 26,342
Benefits (Direct Labor) (For 3-staff)	\$ 18,180	\$ 18,180
subtotal personnel	\$ 628,693	\$ 337,214
Operating Expenses		
Supplies (postage)	\$ 4,900	\$ 4,900
Rent	\$ 116,857	\$ 40,900
Utilities	\$ -	\$ -
Phones (internet)	\$ 19,286	\$ 6,750
Mileage/Travel Reimbursement	\$ 3,000	\$ 3,000
Materials / Printing	\$ 800	\$ 800
Equipment (copier lease)	\$ 22,286	\$ 7,800
Training	\$ 2,500	\$ 2,500
Miscellaneous (Foster Youth Incentives & Paid Internships)	\$ 12,000	\$ 12,000
Indirect (10%)	\$ 42,136	\$ 42,136
Outside Svcs/Supp (audit, insurance, payroll, HR)	\$ 5,500	\$ 5,500
subtotal operating expenses	\$ 229,265	\$ 126,286
Admin Expense		
Administrative expense (<i>note costs are pooled and allocated to sites; not allocated to sites by admin overhead and accounting</i>)	\$ -	\$ -
subtotal admin expense	\$ -	\$ -
Total Expenses	\$ 857,958	\$ 463,500

Exhibit C – Performance Measures and Reporting

1. Contractor agrees to provide services to a minimum of 50 participants, current and former foster youth, who are working towards achieving self-sufficiency, permanency, and lifelong connections referred to CLCP through CFS or its providers.
2. The County shall have the right to adjust, modify or change performance reporting measures as agreed upon by both parties and approved by the County in writing.
3. Contractor agrees to meet the following performance measure(s) and outcomes:

Community Impact – Program Outcome	*FY 2019-21 Anticipated
Percentage of participants that are receiving employment services, and are eligible to graduate, will complete their high school education or equivalent.	92%
Percentage of participants who have acquired their high school diploma or equivalent and are receiving employment services who will enroll in two or four year college, or a vocational program.	90%
Percentage of participants receiving employment services who have developed individualized vocational plans with identified long-term career goals.	90%
Percentage of participants receiving employment services who will have identified career options and/or industries upon high school graduation.	75%
Percentage of participants not enrolled full-time in post-secondary education who will experience a 20% increase in their earned income from entrance to exit of the employment services program.	90%
Percentage of participants receiving employment services who will demonstrate improvement in their job skill development pre- and post-assessment results.	90%
Quantitative Outcome	
The minimum number of participants (ages 18-21) engaged in services who will exit into employment or an internship/on-the-job training program in an emergent industry or field related to their long-term career goals.	25
Qualitative Outcome	
Percentage of participants enrolled in employment or educational services programs who will report satisfaction or greater with the services received from the provider based on a quarterly survey.	90%

*These measures track services that cross two fiscal years; FY 2019-20 and FY 2020-21, and will be calculated as a total in FY 2020-21

3. Reporting:

- a) Contractor will submit monthly, quarterly, mid-year, and year-end reports to the Human Services Agency (“HSA”) in a format as specified by HSA. Reports will include information, at a minimum but not limited to item “d” below. More data may be requested by County as needed.
- b) Contractor will email reports to the CFS contract manager (NBourbonnais@smcgov.org) with a copy to the administrative secretary (JTran@smcgov.org).
- c) Report Due Dates

- Monthly reports due by the 15th of each month for services rendered for the previous month.
 - Quarterly reports due on the 15th of each month following the previous quarter's end
 - Mid-year narrative report due March 15th
 - Year-end/contract term end narrative report is due September 15th
- d) Reports will include at a minimum the following information:
- Number of referrals received by Contractor
 - Number of intake and assessments completed within two weeks.
 - Number of participants engaged in services
 - Total number of workshops offered
 - Topic of each workshop
 - Number of participants in attendance per each workshop
 - Total number of participants in attendance across all workshops
 - Number of job fairs coordinated and hosted by Contractor, including:
 - Number of participants in attendance (per job fair and aggregate)
 - Number of employers in attendance (per job fair and aggregate) categorized by industry type and geographic location of available positions
 - Number of successful employee to employer matches resulting in job offer categorized by industry
 - Career Exploration
 - Types of career exploration activities (i.e., field trip) categorized by industry
 - Number of participants participating in career exploration activity (per activity and aggregate)
 - Number of participants with Individual Vocational Plans categorized by industry
 - Number of participants who have identified a career or post-secondary track
 - Number of participants with a developed plan for achieving identified career goal
 - Number of participants exiting into employment
 - Number of participants exiting into an internship or on-the-job training program

Exhibit D – 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 E – County of San Mateo Fingerprinting Certification Form

DATE: 6/25/2019 | 4:56 PM PDT

AGREEMENT WITH: Central Labor Council

FOR: Workforce Development/Employment Support Services to San Mateo County Foster Youth

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: Dillon Savory

TITLE: Director

SIGNATURE:  C2F1539CD2304EF...

DATE: 6/25/2019 | 4:56 PM PDT

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: Dillon Savory

Name of Contractor(s): Central Labor Council Partnership

Street Address or P.O. Box: 3485 W. Shaw

City, State, Zip Code: Fresno CA 93711

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

Signature:

DocuSigned by:
Dillon Savory
C2F1539CD2304EF...

Title of Authorized Official:

Director

Date:

6/25/2019 | 4:56 PM PDT

*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 disabled 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 PIII. The documented backup procedures shall contain a schedule which includes incremental and full backups, storing backups offsite, inventory of backup media, recovery of PII data, an estimate of the amount of time needed to restore PII data.

- ii. Contractor shall ensure that PII in paper form shall not be left unattended at any time, unless it is locked space such as a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information. Locked spaces are defined as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use, meaning that there are Contractor's staff and non-Contractor functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.
- jj. Contractor shall ensure that any PII that must be disposed of will be through confidential means, such as cross cut shredding or pulverizing.
- kk. Contractor agrees that PII must not be removed from its facilities except for identified routine business purposes or with express written permission of the County.
- ll. Contractor shall ensure that faxes containing PII shall not be left unattended and fax machines shall be in secure areas. Faxes containing PII shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender. All fax numbers shall be verified with the intended recipient before send the fax.
- mm. Contractor shall ensure that mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery.

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

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

V. Permitted Uses and Disclosures of PII by Contractor

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

VI. Obligations of County

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

VII. Permissible Requests by County

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

VIII. Duties Upon Termination of agreement

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

IX. Miscellaneous

- a. **Regulatory References.** A reference in this Attachment to a section in the Personally Identifiable Information Privacy Rule means the section as in effect or as amended, and for which compliance is required.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as is necessary for County to comply with the requirements of the Privacy Rule and in accordance 45 CFR § 205.40, *et seq.* and California Welfare and Institutions Code section 10850.
- c. **Survival.** The respective rights and obligations of Contractor under this Attachment shall survive the termination of the agreement unless and until the PII is destroyed or returned to the County.

- d. **Interpretation.** Any ambiguity in any provision in this Attachment shall be resolved in favor of a meaning that permits County to comply with the Privacy Rule.
- e. **Reservation of Right to Monitor Activities.** County reserves the right to monitor the security policies and procedures of Contractor.