

AMENDMENT TO AGREEMENT

**BETWEEN THE COUNTY OF SAN MATEO AND COMMERCIAL INSTALLATIONS
COMPANY, INC**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 2018, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Commercial Installations Company, Inc, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, on September 22, 2017, the Human Services Agency (HSA) entered into an Agreement (“the Agreement”) for the supply, modification and installation of San Mateo County’s Pleion furniture in HSA’s workspaces, in the amount of \$100,000 and for the term of September 8, 2017, through September 7, 2020; and

WHEREAS, the parties wish to amend the Agreement to increase the amount by \$240,000 for a new total amount not to exceed \$340,000 for the purpose of continued supply, modification and installation of San Mateo County’s Pleion furniture to meet its current and upcoming project needs.

NOW, THEREFORE, IT IS HEREBY AGREED BY THE PARTIES HERETO AS FOLLOWS:

1. Section 1, **Exhibits and Attachments**, of the agreement is hereby amended as follows:

Exhibit A—Services

Exhibit B—Payments and Rates

Attachment S — Confidentiality, Privacy and Security (**New**)

2. Section 3, **Payments**, of the Agreement is hereby amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement, Exhibit A and **Attachment S**, County shall make payments 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 amended Agreement exceed **THREE HUNDRED AND FORTY THOUSAND DOLLARS (\$340,000)**

3. Exhibit A, **Services**, Section III.1 of the Agreement is hereby amended as follows

III. Confidentiality Agreement and Proprietary Rights

1. Contractor agrees that all Contractor's staff performing services under this Agreement will sign a Confidentiality Statement, as per directions on **Attachment S**, prior to accessing County facilities. Each signed statement shall be retained for a period of seven (7) years.

4. Exhibit B, **Payment and Rates**, Paragraph 5, of the Agreement is amended to read as follows:

5. In no event shall services, taxes, fees exceed the total agreement obligation of **THREE HUNDRED AND FORTY THOUSAND DOLLARS (\$340,000)**

5. Attachment A, Confidentiality Statement, is hereby replaced in its entirety with **Attachment S, Confidentiality, Privacy and Security**.
6. **All other terms and conditions of the agreement dated September 22, 2017, between the County and Contractor shall remain in full force and effect.**

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

For Contractor: COMMERCIAL INSTALLATIONS COMPANY, INC

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

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

For Contractor: COMMERCIAL INSTALLATIONS COMPANY, INC

Sandra Fribourgh 4/11/18 Sandra Fribourgh
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

Attachment S

Confidentiality, Privacy and Security

REQUIREMENTS FOR CONTRACTORS, SUBCONTRACTORS AND THEIR RESPECTIVE EMPLOYEES WHO ACCESS HUMAN SERVICES AGENCY FACILITIES TO PROVIDE SERVICES

All Contractors, subcontractors, and their respective employees (collectively and singularly referred to as "Contractor"; collectively and in plural referred to as "Contractors") entering the premises of any County of San Mateo Human Services Agency ("HSA") facility to perform work or services are bound by all applicable laws, regulations, ordinances and policies which protect all County proprietary and confidential information, and all HSA client information and privacy. County proprietary and confidential information ("Confidential County Information") is defined as any record, collection, trade secret, information system, financial document, use and dissemination of information that is protected and restricted to County for use in its business operations. HSA client and privacy information ("Sensitive Client Information") is defined as any record creation, collection, use, and dissemination of records that can identify any individual by name, as well as other personal information.

Such laws, regulations, ordinances and policies include but are not limited to: California Welfare and Institutions Code §10850, Information Practices Act – California Civil Code §1798 *et seq.*, Public Records Act – California Government Code §6250 *et seq.*, California Penal Code §502, 11140-11144, 13301-13303, Health Insurance Portability and Accountability Act of 1996 ("HIPAA") – 45 CFR Parts 160 and 164, Safeguarding Information for the Financial Assistance Programs - 45 CFR Part 205.50., Social Security Administration Technical System Security Requirements (TSSR v7), Medical Privacy and Security Act.

Information resources maintained by HSA may be proprietary, confidential, sensitive, and/or personal. Confidential County Information and Sensitive Client Information that is not available to the public and requires special precautions to protect it from unauthorized access, use, disclosure, modification, and destruction. HSA strictly enforces information security. Violation of these provisions by any organization or persons, may be subject to administrative, civil, and/or criminal penalties.

In accordance with Attachment S, Contractor agrees to comply with and assume responsibility for compliance by its employees with the following requirements:

I. CONTRACTOR MANDATED REQUIREMENTS FOR EMPLOYEES WHO PROVIDE SERVICES TO HSA

- a. In the course of service or work performed on the premises of any HSA facilities, Contractor's employee(s) may come in contact with Confidential County Information and Sensitive Client Information of HSA or in HSA's possession, custody or control, which are subject to strict confidentiality requirements imposed by state and federal law. Contractor will take all necessary steps to ensure that its employees do not disclose any such information.
- b. Contractor agrees to advise its employees who have access to HSA's facilities, of the confidentiality, sensitivity and privacy of the information that they may come in contact with, the safeguards required to protect that information, and the civil and criminal

sanctions which may imposed for failure to comply with applicable federal and state laws and regulations and local ordinances and policies.

- c. Contractor agrees to train and use reasonable measures to ensure compliance by Contractor's employee(s), including, but not limited to: (1) providing initial privacy and security awareness training to each new staff person who may enter an HSA facility within thirty (30) days of employment; (2) thereafter, providing annual refresher training and/or reminders of privacy and security safeguards; (3) maintaining records indicating each of Contractor's employees names that will provide services and the date on which the privacy and security awareness training was completed; and (4) retaining all relevant training records for a period of seven (7) years after completion of the training.
- d. Contractor agrees to have each employee who may access an HSA facility sign the Confidentiality, Privacy and Security Agreement attached to this Exhibit and approved by HSA prior to entry of restricted areas of any HSA facility. Contractor further agrees to have employees sign a new confidentiality statement annually and keep the last signed statement on record for a minimum of seven (7) years.
- e. Contractor agrees to provide documented sanction policies and procedures for Contractor's employees who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment when appropriate.
- f. If Contractor has employees who have access to HSA facilities between the hours of 5:00 p.m. to 8:00 a.m., weekends and holidays or who are issued an entry badge by HSA, Contractor agrees to conduct a Department of Justice background check of said employees prior to such entry as described in this section. Contractor further agrees that screening documentation shall be retained for a period of seven (7) years following conclusion of the employment relationship.
- g. Contractor agrees to notify HSA within three (3) business days of the termination of any employee who was providing services to HSA and return entry badges to HSA if any were issued.
- h. Contractor will maintain a current list of employees with authorized entry to HSA facilities. Such list will be provided to HSA, federal and state reviewing offices or legal authorities upon request.
- i. HSA will have the right to void any Agreement for services if Contractor fails to provide the safeguards described above.

II. CONTRACTOR ACKNOWLEDGEMENT OF CONFIDENTIALITY AND PRIVACY REQUIREMENTS, CIVIL AND CRIMINAL PENALTIES

- a. Contractor acknowledges that Welfare and Institutions Code Section 10850 provides, in part that: "All applications and records concerning any individual made or kept by HSA in connection with the administration of public social services is confidential, and shall not be open to examination for any purpose not directly connected with the administration of any such program, and that any person knowingly and intentionally violating the provisions of this subdivision is guilty of a misdemeanor. A misdemeanor is punishable by up to six months in jail or a five-hundred dollar fine or both. This also applies to situations involving removal of case records from the premises for any reason."

- b. Contractor acknowledges that the State Department of Social Services Regulations Manual Division 19 provides that "Names, addresses and all other information concerning the circumstances of any individual for who or about whom information is obtained is confidential and safeguarded. Both the release and possession of confidential information in violation of the rules of this division are misdemeanors."
- c. Contractor acknowledges that California Penal Code Section 502 provides that it is a crime to use, access, or provide computer services without permission. Any person in violation of Penal Code Section 502 may be charged with a felony and "is punishable by a fine not to exceed ten thousand dollars (\$10,000) or by imprisonment in the State prison for 16 months."
- d. Contractor acknowledges that Confidentiality, Privacy and Security laws, regulations, ordinances and policies may be amended at any time and that Contractor must comply with all current laws, regulations, ordinances and policies, as amended.

III. CONTRACTOR RESPONSIBILITY TO PROTECT HSA CONFIDENTIAL AND PROPRIETARY INFORMATION AND, CLIENT INFORMATION AND PRIVACY

- a. Contractor agrees that its employees will not intentionally seek out, read, use, or disclose Confidential County Information and Sensitive Client Information.
- b. Contractor acknowledges that unauthorized access, use, or disclosure of information described within this document may be subject to civil and/or criminal penalties.
- c. Contractor agrees to protect any Confidential County Information and Sensitive Client Information that its employees come in contact with by:
 - Notifying the representative at HSA as shown in the contact section of the County's Agreement for services within one or two business (1-2) days from the time Contractor first learns of its employees contact with Proprietary, Confidential, Sensitive and/or Personal information as described within this document including the following information:
 - Name of employee
 - Reason employee was at the facility
 - The location of disclosure
 - Type of disclosure (open case file, computer screen, etc.)
 - Never accessing information for curiosity or personal reasons.
 - Never showing or discussing HSA information with anyone who does not have the right to know and the need to know.
 - Never removing HSA information from the premises.

IV. MISCELLANEOUS

- a. **Amendment.** The Parties agree to take such action as is necessary to amend this Schedule from time to time as necessary for HSA to comply with applicable laws, regulations, ordinances and policies pertaining to Confidential County Information and Sensitive Client Information.

- b. **Survival.** The respective rights and obligations of Contractor under this “Attachment S shall survive the termination of any Agreement for services with HSA.
- c. **Interpretation.** Any ambiguity in this “Attachment S shall be resolved in favor of a meaning that permits County to comply with any and all applicable laws, regulations, ordinances and policies pertaining to Confidential County Information and Sensitive Client Information.
- d. **Reservation of Right to Monitor Activities.** County reserves the right to monitor Confidentiality, Privacy and Security policies and procedures of Contractor.

(End of Attachment S)

**CONFIDENTIALITY, PRIVACY AND SECURITY AGREEMENT
Restricted Facility Access**

Contractor shall send a copy of this completed form for each employee who will require access into any County of San Mateo Human Services Agency (“HSA”) facility to perform work or services to the contact listed in Notice section in paragraph 17 of the County’s Agreement for services.

ID Type: _____

Name of Person Requesting to Enter Facility: _____

Name of Organization: _____

Organization Address: _____

Organization Phone Number: _____

Reason for Facility Entry:

Entry to HSA facilities is restricted to all Contractors, subcontractors, and their respective employees (collectively and singularly referred to as “Contractor”; collectively and in plural referred to as “Contractors”) only for the purpose of County business. Entry is subject to approval and may be denied for any reason. You must agree to the following provisions in order to enter any HSA facility.

All Contractors entering the premises of any HSA facility are bound by the laws, regulations, and policies which protect all County Confidential and Proprietary information, and all client information and privacy. County proprietary and confidential information (“Confidential County Information”) is defined as any record, collection, trade secret, information system, financial document, use and dissemination of information that is protected and restricted to County for use in its business operations. HSA client and privacy information (“Sensitive Client Information”) is defined as any record creation, collection, use, and dissemination of records that can identify any individual by name, as well as other personal information.

Such laws, regulations and policies include but are not limited to: personally identifiable information (PII), California Welfare and Institutions Code §10850, Information Practices Act – California Civil Code §1798 et seq., Public Records Act – California Government Code §6250 et seq., California Penal Code §502, 11140-11144, 13301-13303, Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) – 45 CFR Parts 160 and 164, and Safeguarding Information for the Financial Assistance Programs - 45 CFR Part 205.50., Social Security Administration Technical System Security Requirements, Medical Privacy and Security and any other applicable laws and regulations.

Information resources maintained by HSA may be confidential, sensitive, and/or personal. Confidential County Information and Sensitive Client Information is not open to the public and requires special precautions to protect it from wrongful access, use, disclosure, modification, and destruction. HSA strictly enforces information security. If you violate these provisions, you may be subject to administrative, civil, and/or criminal penalties.

I hereby acknowledge that in the course of my visit, or in the course of performing work or services on the premises of any HSA facilities that I may come in contact with confidential and/or sensitive records of HSA which are subject to strict confidentiality requirements imposed by state and federal law, and agree that I will not disclose any such information.

I understand that Welfare and Institutions Code Section 10850 provides, in part that:
"All applications and records concerning any individual made or kept by the HSA in connection with the administration of public social services is confidential, and shall not be open to examination for any purpose not directly connected with the administration of any such program, and that any person knowingly and intentionally violating the provisions of this subdivision is guilty of a misdemeanor. A misdemeanor is punishable by up to six months in jail or a five-hundred dollar fine or both. This also applies to situations involving removal of case records from the premises for any reason."

I understand that State Department of Social Services Regulations Manual Division 19 provides that:
"Names, addresses and all other information concerning the circumstances of any individual for who or about whom information is obtained is confidential and safeguarded. Both the release and possession of confidential information in violation of the rules of this division are misdemeanors."

I understand that California Penal Code Section 502 provides that it is a crime to use, access, or provide computer services without permission. Any person in violation of Penal Code Section 502 may be charged with a felony and "is punishable by a fine not to exceed ten thousand dollars (\$10,000) or by imprisonment in the State prison for 16 months."

I acknowledge that I will not intentionally seek out, read, use, or disclose Confidential County Information and Sensitive Client Information.

I acknowledge that unauthorized access, use, or disclosure of information described within this document may be subject to penalties, both civil and criminal.

I hereby agree to protect any Confidential County Information and Sensitive Client Information that I come in contact with by:

- Immediately notifying my representative at HSA that I have come in contact with confidential or proprietary information as described within this document including the following information:
 - Why I was at the facility
 - The location of disclosure
 - Type of disclosure (open casefile, computer screen, etc.)
- Never accessing information for curiosity or personal reasons.
- Never showing or discussing HSA information with anyone who does not have the right to know and the need to know.
- Never removing HSA information from the premises.

By checking the boxes above and by signing this document, I acknowledge that I have read the above provisions and have had the opportunity to clarify any questions that I may have regarding them with my employer, counsel or other resource. I hereby agree to comply with all applicable laws, regulations, ordinances and policies, which protect all Confidential County Information and Sensitive Client Information, and understands that any violations of such provisions may make me subject to civil and/or criminal penalties.

Signature of individual applying for access

Date

*******This Section To Be Completed By Contractor's Authorized Representative*******

For Card Key Request check one of the boxes below. *(Card Key issuance is subject to approval by HSA. HSA has the right to revoke card key access at any time without advance notice to the contractor)*

- 24/7 access for afterhours work
- 8 AM to 5 PM, Monday through Friday access
- Other, please

specify: _____

Date Contractor's employee received privacy & security training or refresher: _____

By signing this form Contractor agrees that it meets all the requirements listed in Attachment S and if the Card Key box is checked above authorizes HSA to issue its employee a Card Key to access the HSA facility(ies) where work or services will be performed.

Signature of Contractor's Authorized Representative

Date

*******This Section To Be Completed By HSA' Authorized Representative*******

- Entry is approved for the following date(s) and/or time period not to exceed one year:

- Entry is denied. Reason for denial:

- Card Key issued. Date of Issuance: _____

- Card Key request denied. Reason for denial:

- Card Key not requested

HSA Authorized Representative Signature

Printed Name

Date