

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
ABODE SERVICES**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and ABODE SERVICES, 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 December 15, 2015 the parties entered into an agreement (the "Agreement") for services providing housing opportunities to low-income homeless individuals and families in San Mateo County in an amount not to exceed \$1,392,310 for the term of December 15, 2015 through June 30, 2017; and

WHEREAS, the parties wish to amend the Agreement to extend the term to June 30, 2019 and add funds in the amount of \$2,223,094 for a new maximum amount not to exceed \$3,615,404 for the purpose of continuing housing locator services to low-income homeless individuals and families.

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

- 1. Section 1. Exhibits and Attachments** of the Agreement is amended to read as follows:

Exhibit A (revised 6/2017)—Services
Exhibit B (revised 6/2017)—Payments and Rates
Exhibit B1—Budget-New
Exhibit C—Performance Reporting and Monitoring-New
Exhibit D—Clarity-New
Attachment H—HIPAA Business Associate Requirements
Attachment I—504 Compliance
Attachment P—Personally Identifiable Information-New

- 2. Section 2. Services to be performed by Contractor** of the Agreement is amended to read as follows:

In consideration of the payments set forth in this Agreement and in **Exhibits B (revised 6/2017)** and **B1**, Contractor shall perform services for County in accordance with the

terms, conditions, and specifications set forth in this Agreement and in **Exhibits A (revised 6/2017), C, and D** and **Attachments H and P**.

3. **Section 3. Payments** of the Agreement is 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 and in **Exhibits A (revised 6/2017), C, and D** and **Attachments H and P**, County shall make payment to Contractor based on the rates and in the manner specified in **Exhibits B (revised 6/2017)** 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 **THREE MILLION SIX HUNDRED FIFTEEN THOUSAND FOUR HUNDRED FOUR DOLLARS (\$3,615,404)**. 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.

Section 4. Term of the Agreement is amended to read as follows:

4.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **December 15, 2015 through June 30, 2019**.

Section 20. Compliance with Living Wage Ordinance is hereby added to the Agreement and reads as follows:

5.

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractors(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.

6. **Exhibit A (revised 6/2017)** replaces original Exhibit A in its entirety and is attached hereto.

7. **Exhibit B (revised 6/2017)** replaces original Exhibit B in its entirety and is attached hereto.

8. **Exhibit B1** is hereby added and attached hereto.

9. **Exhibit C** is hereby added and attached hereto.

10. **Exhibit D** is hereby added and attached hereto.

11. **Attachment P** is hereby added and attached hereto.

All other terms and conditions of the Agreement dated December 15, 2015 between

12. County and Contractor shall remain in full force and effect.

13. This amendment constitutes the entire understanding of the parties hereto with respect to matters herein and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications of this amendment or the Agreement shall not be effective unless set forth in writing and executed by both parties.

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

For Contractor: ABODE SERVICES



Contractor Signature

5/18/17
Date

Villaudain, COO
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 (revised 6/2017)
Program/Project Description

Abode Services
Housing Locator and Housing Case Management Services

In consideration of payments as shown in Exhibit B (revised 6/2017) and B1, and subject to the terms and conditions of the Agreement, Contractor shall provide the following services.

A. Services

Contractor shall provide housing locator and housing case management services for the target population of homeless individuals and families; helping program participants address and resolve housing-related challenges; identify housing options; and maintain housing after clients are housed.

The population to be served is homeless individuals and families in San Mateo County, who are referred to this program by the referral processes established by the Human Services Agency (HSA). The target population includes homeless people with disabilities; little to no income; evictions; criminal convictions; alcohol and/or other substance use; mental and physical health challenges; and other barriers to maintaining housing.

Contractor will only accept referrals based on the referral processes established by HSA. The current referral processes are listed below. With the implementation of County's Coordinated Entry System (CES), these referral processes will change as CES will be directly referring individuals and families to this program.

- Chronically homeless individuals and families with housing vouchers referred by homeless outreach services
- Housing Readiness Program family participants referred by shelters
- Housing Readiness Program individual participants referred by homeless outreach services
- Former foster youth with Family Unification Program vouchers referred by the San Mateo County Children and Family Services
- Veteran households referred by the Vets@Home initiative to end veteran homelessness

This Agreement supports two (2) housing specialists, four (4) housing service coordinators, a portion of a director of housing programs, development and marketing associate, program manager, housing compliance specialist, enrollment and data specialist, finance and budget specialist, and IT technician.

Contractor will administer and manage direct client support funds for the following purposes:

- Landlord mitigation fund: provide incentives for new and continued landlord engagement along with support funds in case of damages in excess of the security deposit amount.
- Security deposit assistance for an anticipated 15 individuals and 37 households
- Gap funds for other housing or case management related client support such as: furniture, food and clothing in engagement and case management activities,

- household items, and in rare circumstances, brief motel stays if an individual or household is unable to move into a unit immediately
- Veteran Incentive Program: Security deposit, landlord incentives, and client support funds for Veteran households

Program Staff Responsibilities

Contractor shall designate a program manager/director who will be responsible for overall program operations and oversight, including quality assurance and improvement, consistency of services, ongoing training and supervision of staff, partnerships with stakeholders, data tracking, and performance outcomes. The Senior Service Coordinator/Case Manager will provide direct services to clients and also additional support with program management and compliance.

The Enrollment and Data Specialist will assist with enrollment of program participants and data support, including timely and accurate entry of program activities into the Clarity Homeless Management Information System (HMIS).

A Finance and Budget Specialist will manage financial reports, program projection, and flexible spending funds.

Housing Specialists identify new units, engage landlords, and build and maintain landlord relationships.

Housing Service Coordinators will be responsible for housing-focused case management of program participants before and after they are housed. Housing Service Coordinators will collaborate with referral partners if clients are co-enrolled in case management, supporting clients in housing intervention processes and becoming "document ready". Housing Service Coordinators may provide support through direct client support funds as needed and appropriate. Contractor will work with other agencies serving the client, to collaborate on service delivery and ensure no duplication of services.

Quality Assurance and Continuous Quality Improvement

Contractor will conduct quality assurance and continuous quality improvement including ongoing training, coaching, and reviewing services and data to ensure quality of services, consistency of services and adherence to policies and procedures.

Contractor will conduct ongoing reviews and documentation of services (file reviews).

Contractor will implement a systematic process to collect ongoing feedback from clients, homeless and safety net providers, and other stakeholders.

B. Other Contractor Responsibilities

- Conduct ongoing quality assurance and continuous quality improvement, including reviewing data to ensure quality and consistency of services, and adherence to policies and procedures.
- Collect feedback from clients and other stakeholders.
- Provide services that are culturally appropriate to the populations served
- Maintain policies, procedures, and tools for staff, and update as needed

- Provide services that are low barrier, meaning participants are not screened out or discharged from the program based on having an active or history of alcohol or substance use, a criminal record, or perceived "lack of motivation."
- Train staff to work with hard-to-reach and hard-to-serve clients, who may otherwise be disconnected from mainstream and homeless system services and supports. Contractor provides ongoing, comprehensive staff trainings on best practices in working with homeless individuals with complex needs, safety protocol and procedures, Housing First, job functions and responsibilities, emergency response protocol and HMIS data entry and service documentation.
- 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.
- Report critical incidents within 24 hours via email to HSA Center on Homelessness, including events of: death, homicide, suicide or suicide attempt, and assault (to another client or staff).
- Participate in County Homeless Redesign and the Coordinated Entry System.
- Accept referrals only from the process designated by HSA, including from CES as it is implemented.
- Participate in point-in-time counts and surveys.
- Provide a budget summarizing how the contract funds will be spent. Contractor will need approval from HSA for any budget change-requests.

Exhibit B (revised 6/2017)
Method and Rate of Payments

Abode Services
Housing Locator and Case Management Services

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

General Payment Terms

Availability of Funding:

County may terminate this Agreement in whole or a portion of services based upon availability of federal, state or county funds by providing a thirty (30) day written notice to Contractor.

Quality of Work:

In addition the 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 15 days of receipt of statement with a plan to confirm what steps will be taken to correct performance.

Failure to respond or correct work may result in disallowed costs. County is not responsible for paying Contractor for services not performed within or outside the terms and conditions of the Agreement. Failure to respond and correct the work may also result in termination of the Agreement.

Payment Rates:

County shall have the option to adjust funding across line items in the Budget as shown in Exhibit B1 and across fiscal years as agreed upon by both parties and approved by County in writing as long as it does not exceed the total agreement obligation.

Right of County to Adjust, Modify or Add Services

County shall have the option to adjust, modify or add related services to meet its project/program goals as agreed upon by both parties and adjust costs accordingly as long as it does not exceed the total agreement obligation and is not restricted by any grant or specific funding agreements.

Program Budget Overview

Fiscal Year	Total Amount
15-16	\$569,148
16-17	\$823,162
17-18	\$1,103,577
18-19	\$1,119,517

Total	\$3,615,404
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Method and Rate of Payments

Contractor will invoice County monthly for actual costs incurred. In addition, Contractor must submit required monthly reports along with invoices per Exhibit C.

Invoices must be itemized and include: operation expenses; direct client support; salaries and wages; and administration costs for services in accordance with the scope of work in Exhibit A (revised 6/2017) and the Budget in Exhibit B1. Contractor will supply supporting documents for reimbursement by the 20th of month for the prior month. The final invoice for each fiscal year will be submitted by June 21 due to year-end processing.

County will pay Contractor upon receipt and approval of invoices and required monthly reports.

All reports, as described in Exhibit C, and invoices shall be submitted by email to Brian Eggers at BEggers@smcgov.org or the designated HSA contact.

In no event will services, taxes and fees exceed the total Agreement obligation of **THREE MILLION SIX HUNDRED FIFTEEN THOUSAND FOUR HUNDRED FOUR DOLLARS** (\$3,615,404).

San Mateo County Housing Locator Proposed Budget Draft FY 17-19

Exhibit B1

		FY 17-18		FY 18-19	
Class	Description	Salary	Benefits	FTE	Costs Annually
Salaries and Wages	Program Manager	\$76,220	\$19,055	0.70	45,337.56
Salaries and Wages	Enrollment/ Data Specialist	\$49,440	\$12,360	0.50	21,005.82
Salaries and Wages	Housing Specialist	\$53,560	\$13,890	1.00	68,958.50
Salaries and Wages	Housing Specialist	\$52,530	\$13,133	1.00	67,632.38
Salaries and Wages	Housing Specialist	\$52,530	\$13,133	1.00	0.00
Salaries and Wages	Housing Specialist	\$51,500	\$12,875	1.00	0.00
Salaries and Wages	Finance and Budget Specialist	\$77,250	\$19,313	0.25	16,410.80
Salaries and Wages	Director of Housing Programs	\$87,550	\$21,888	0.20	14,879.12
Salaries and Wages	Development & Marketing Associate	\$61,800	\$15,450	0.10	5,251.46
Salaries and Wages	IT Technician	\$66,950	\$16,738	0.10	5,689.08
Salaries and Wages	Housing Compliance Specialist	\$51,500	\$12,875	0.50	33,153.13
Salaries and Wages	Housing Service Coordinator	\$51,500	\$12,875	1.00	66,306.25
Salaries and Wages	Housing Service Coordinator	\$51,500	\$12,875	1.00	66,306.25
Salaries and Wages	Housing Service Coordinator	\$50,470	\$12,618	1.00	64,980.13
Salaries and Wages SubTotals:		\$634,300	\$208,575	9.35	475,910.46
		Cost/ Unit	NA	# of units	NA
Direct Client Support	Client Gap Funds (clothing, food/hygiene, etc.)	\$800		15.00	12,000.00
Direct Client Support	Client Housing - Security Deposits one bedroom	\$4,200		15.00	63,000.00
Direct Client Support	Client Housing - Security Deposits two bedroom	\$5,600		23.00	128,800.00
Direct Client Support	Client Housing (Landlord Mitigation)	\$100,000		1.00	60,000.00
Direct Client Support	ClientHousing - Other (fast funds- credit checks, application fees, utilities issues, relocations - moves, cleaning ect.)	\$40,000		1.00	35,000.00
Direct Client Support	ClientHousing - Other (ML repairs)				10,000.00
Direct Client Support SubTotals:		\$7,000			50,000.00
	Veteran Incentive Program				358,800.00
Program Operations	Telephone	\$900		6.85	6,165.00
Program Operations	Travel/mileage	\$5,400		6.85	36,990.00
Program Operations	Marketing Materials	\$700		1.00	700.00
Program Operations	Printing	\$2,300		2.00	4,600.00
Program Operations	Postage	\$500		1.00	500.00
Program Operations	Recruitment	\$300		1.00	300.00
Program Operations	Training	\$750		6.85	10,137.50
Program Operations	Office Supplies	\$600		7.90	4,740.00
Program Operations	Computers/ IT	\$600		7.75	4,650.00
Program Operations	Office Space/Utilities	N/A			70,000.00
Program Operations SubTotals:					138,782.50
Admin- Staffing / Operations @10%					146,023.94
Total Program Budget:					1,103,576.21

Exhibit C
Performance Reporting and Monitoring

Abode Services
Housing Locator and Case Management Services

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

Performance Measures

Measure	FY 2017-2018	FY 2018-2019
Number of households (individuals or families) placed in housing by Contractor	50	50
Percentage of households (individuals or households) who remain housed for six months	75%	75%
Percentage of households (individuals or households) who remain housed for one year	70%	70%

County shall have the option to modify performance measures, goals, and targets by written notice. County shall give Contractor advance notice of any modifications and will also discuss changes with Contractor.

Required Reporting

- Submit reports to HSA within 20 days of the end of the designated reporting period. Reports will include the following:
 - Monthly reports
 - Invoices with supporting documentation
 - Number of referrals for housing location and/or case management
 - Number of households who have been housed (moved in) with support from Abode
 - Number of clients relocated into second housing unit
 - Number of clients actively seeking housing
 - Clients referred who did not end up needing housing search services (able to self-resolve with some financial assistance)
 - Number of clients in the enrollment, referral, or forms process
 - Number of clients who were referred and no longer needed services
 - Number of clients receiving case management services
 - Number of clients who will receive case management post housing
 - Quarterly reports
 - Performance measure report (results for performance measures listed in table above for the current quarter and for fiscal year-to-date). Report will also include:
 - Number of households served by housing locator services
 - Number of households served by case management services
 - Percent of households who remain housed for six months who are receiving case management from Abode and who are not receiving case management from Abode
 - Percent of households who remain housed for one year who are

receiving case management from Abode and who are not receiving case management from Abode

- Narrative describing trends, successes, challenges during the reporting period
- Contractor will participate in Site Review/Contract Compliance visits with HSA designated staff. Visits will occur at least once per year, with increased frequency if areas for improvement are identified. Contractor will receive at least two weeks advanced notice, unless there is an urgent programmatic need to expedite the process.
- Contractor will participate in program evaluations and other analysis of the homeless system conducted by HSA.
- HSA may request additional data from contractor and/or retrieve reports from Clarity to understand client requests, services, and outcomes. Contractor will receive at least two weeks advanced notice unless there is an urgent programmatic need to expedite the data/report.

Exhibit D
Revised October 2016
Clarity Human Services System
Usage and Data Sharing Agreement for Core Service Agencies and
Homeless Service Providers

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

Commitment to Data Entry

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

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

Confidentiality of Client Data

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

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

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

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

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

Agencies Entering and Accessing Data in Clarity

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

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

Licensing

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

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

If any license goes unused for more than 90 days, that license may be deactivated. The agency holding the license will be notified prior to deactivation of the license and the agency will have 5 business days

to respond with a request if the license is to be continued.

System Configuration Change Requests

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

User Support

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

Contractor/Service Provider Agreement

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

Attachment P

Personally Identifiable Information

Requirements for County Contractors, Subcontractors, Vendors and Agents

I. Definitions

Personally Identifiable Information (PII), or Sensitive Personal Information (SPI), as used in Federal information security and privacy laws, is information that can be used on its own or with other information to identify, contact, or locate a single person, or to identify an individual in context. PII may only be used to assist in the administration of programs in accordance with 45 C.F.R. § 205.40, *et seq.* and California Welfare & Institutions Code section 10850.

- a. **“Assist in the Administration of the Program”** means performing administrative functions on behalf of County programs, such as determining eligibility for, or enrollment in, and collecting context PII for such purposes, to the extent such activities are authorized by law.
- b. **“Breach”** refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to context PII, whether electronic, paper, verbal, or recorded.
- c. **“Contractor”** means those contractors, subcontractors, vendors and agents of the County performing any functions for the County that require access to and/or use of PII and that are authorized by the County to access and use PII.
- d. **“Personally Identifiable Information” or “PII”** is personally identifiable information that can be used alone, or in conjunction with any other reasonably available information, to identify a specific individual. PII includes, but is not limited to, an individual's name, social security number, driver's license number, identification number, biometric records, date of birth, place of birth, or mother's maiden name. PII may be electronic, paper, verbal, or recorded.
- e. **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the County or County's Statewide Automated Welfare System (SAWS) Consortium, or under the control of a contractor, subcontractor or vendor of the County, on behalf of the County.
- f. **“Secure Areas”** means any area where:
 - i. Contractors administer or assist in the administration of County programs;
 - ii. PII is used or disclosed; or
 - iii. PII is stored in paper or electronic format.

II. Restrictions on Contractor re Use and Disclosure of PII

- a. Contractor agrees to use or disclose PII only as permitted in this Agreement and only to assist in the administration of programs in accordance with 45 CFR § 205.50, *et seq.* and California Welfare & Institutions Code section 10850 or as otherwise authorized or required by law. Disclosures, when authorized or required by law, such as in response to a court order, or when made upon the explicit written authorization of the individual, who is the subject of the PII, are allowable. Any other use or disclosure of PII requires the express approval in writing by the County. No Contractor shall duplicate, disseminate or disclose PII except as allowed in this Agreement.
- b. Contractor agrees to only use PII to perform administrative functions related to the administration of County programs to the extent applicable.
- c. Contractor agrees that access to PII shall be restricted to Contractor's staff who need to perform specific services in the administration of County programs as described in this Agreement.
- d. Contractor understands and agrees that any of its staff who accesses, discloses or uses PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions available under applicable Federal and State laws and regulations

III. Use of Safeguards by Contractor to Protect PII

- a. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides PII received from, or created or received by Contractor on behalf of County, agrees to adhere to the same restrictions and conditions contained in this Attachment PII.
- b. Contractor agrees to advise its staff who have access to PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws and regulations.
- c. Contractor agrees to train and use reasonable measures to ensure compliance by Contractor's staff, including, but not limited to (1) providing initial privacy and security awareness training to each new staff within thirty (30) days of employment; (2) thereafter, providing annual refresher training or reminders of the PII privacy and security safeguards to all Contractor's staff; (3) maintaining records indicating each Contractor's staff name and the date on which the privacy and security awareness training was completed; and (4) retaining training records for a period of three (3) years after completion of the training.
- d. Contractor agrees to provide documented sanction policies and procedures for Contractor's staff who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment when appropriate.

- e. Contractor agrees that all Contractor's staff performing services under this Agreement sign a confidentiality statement prior to accessing PII and annually thereafter. The signed statement shall be retained for a period of three (3) years, and the statement include at a minimum: (1) general use; (2) security and privacy safeguards; (3) unacceptable use; and (4) enforcement policies.
- f. Contractor agrees to conduct a background check of Contractor's staff before they may access PII with more thorough screening done for those employees who are authorized to bypass significant technical and operational security controls. Contractor further agrees that screening documentation shall be retained for a period of three (3) years following conclusion of the employment relationship.
- g. Contractor agrees to conduct periodic privacy and security reviews of work activity, including random sampling of work product by Contractor's staff by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of County's programs and the use and disclosure of PII. Examples include, but are not limited to, access to data, case files or other activities related to the handling of PII.
- h. Contractor shall ensure that PII is used and stored in an area that is physically safe from access by unauthorized persons at all times and safeguard PII from loss, theft, or inadvertent disclosure by securing all areas of its facilities where Contractor's staff assist in the administration of the County's programs and use, disclose, or store PII.
- i. Contractor shall ensure that each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee of Contractor and access is revoked.
- j. Contractor shall ensure that there are security guards or a monitored alarm system at all times at Contractor's facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.
- k. Contractor shall ensure that data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only those authorized by this Agreement. Visitors to any Contractor data centers area storing PII as a result of administration of a County program must be escorted at all times by authorized Contractor's staff.
- l. Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which Contractor staff can transport PII, as well as the physical security requirements during transport.
- m. Contractor shall ensure that any PII stored in a vehicle shall be in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.

- n. Contractor shall ensure that PII shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- o. Contractor shall ensure that all workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- p. Contractor shall ensure that servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- q. Contractor agrees that only the minimum necessary amount of PII required to perform required business functions will be accessed, copied, downloaded, or exported.
- r. Contractor shall ensure that all electronic files, which contain PII data is encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- s. Contractor shall ensure that all workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily. In addition, Contractor shall ensure that:
 - i. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
 - ii. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
 - iii. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
 - iv. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- t. Contractor shall ensure that all of its staff accessing Personally Identifiable Information on applications and systems will be issued a unique individual password that is a least eight (8) characters, a non-dictionary word, composed of characters from at least three (3) of the following four (4) groups from the standard keyboard: upper case letters (A-Z); lower case letters (a-z); Arabic

numerals (0-9) and special characters (!, @, #, etc.). Passwords are not to be shared and changed if revealed or compromised. All passwords must be changed every (90) days or less and must not be stored in readable format on the computer or server.

- u. Contractor shall ensure that usernames for its staff authorized to access PII will be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
- v. Contractor shall ensure when no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the Personally Identifiable Information cannot be retrieved.
- w. Contractor shall ensure that all of its systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- x. Contractor shall ensure that all of its systems providing access to PII must display a warning banner stating, at a minimum that data is confidential; systems are logged, systems use is for business purposes only by authorized users and users shall log off the system immediately if they do not agree with these requirements.
- y. Contractor will ensure that all of its systems providing access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII. The audit trail shall be date and time stamped; log both successful and failed accesses be read-access only; and be restricted to authorized users. If PII is stored in a database, database logging functionality shall be enabled. The audit trail data shall be archived for at least three (3) years from the occurrence.
- z. Contractor shall ensure that all of its systems providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- aa. Contractor shall ensure that all data transmissions of PII outside of its secure internal networks must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used. Encryption can be end to end at the network level, or the data files containing PII can be encrypted. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- bb. Contractor shall ensure that all of its systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.
- cc. Contractor shall ensure that audit control mechanisms are in place. All Contractor systems processing and/or storing Personally Identifiable Information

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

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

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

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

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

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

V. Permitted Uses and Disclosures of PII by Contractor

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

VI. Obligations of County

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

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

VII. Permissible Requests by County

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

VIII. Duties Upon Termination of Agreement

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

IX. Miscellaneous

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