

**Agreement No. 2670100C00162**

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND ELEGANT ENTERPRISE-WIDE SOLUTIONS, INC.**

This Agreement is entered into this date \_\_\_\_\_ by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Elegant Enterprise-Wide Solutions, Inc., hereinafter called "Contractor."

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing Information Technology (IT) Contingency Staffing Services to the Human Services Agency.

**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

Attachment D—Contingent Staff Request Form

Attachment E—Consultant Information Form

**2. Services to be performed by Contractor**

In consideration of the payments set forth in this Agreement and in Exhibit B, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

**3. Payments**

Contractor acknowledges and agrees by signing this Agreement that County (Human Services Agency) has agreed to pay all contractors who provide IT contingency staffing services authorized collectively by single resolution, a copy which is attached hereto and incorporated by reference herein, an aggregate amount that shall not exceed **TWO MILLION DOLLARS** (\$2,000,000), and that the funds available to pay each individual contractor are dependent upon the specific staffing services requested by County and the ability of each IT contingency staffing contractor to fulfill such staffing needs and individual negotiated rates that apply. Each contractor is only entitled to payment for actual costs incurred based on the rates shown in Exhibit B of its individual agreement for staffing services that have been fulfilled by request of County (Human Services Agency).

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the

right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In 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 January 1, 2026 through December 31, 2030. County shall have the option to extend the term for up to an additional 24 months.

#### **5. Termination**

This Agreement may be terminated by Contractor or by the Director or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

#### **6. Contract Materials**

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

#### **7. Relationship to 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**

### **10.1. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to

provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

#### 10.2. 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.

#### 10.3. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

- (a) Comprehensive General Liability..... \$1,000,000
- (b) Motor Vehicle Liability Insurance..... \$1,000,000

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

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

#### 10.4. Special Insurance Requirements - Cyber Liability

Cyber Liability	<b>\$5,000,000</b> per occurrence for Privacy and Network Security,
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	<b>\$1,000,000</b> per occurrence for Technology Errors and Omissions
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To be carried at all times during the term of the Contract and for three years thereafter.

If the work involves services or goods related to computers, networks, systems, storage, or access to County data or to any data that may, alone or in combination with other data, become Confidential Information or Personally Identifiable Information, the following insurance is required.

**(1) Privacy and Network Security**

During the term of the Contract and for three years thereafter, maintain coverage for liability and remediation arising out of unauthorized use of or access to County data or software within Contractor's network or control. Provide coverage for liability claims, computer theft, extortion, network breach, service denial, introduction of malicious code, loss of Confidential Information, or any unintentional act, error, or omission made by users of Contractor's electronic data or systems while providing services to the County. The insurance policy must include coverage for regulatory and PCI fines and penalties, crisis management expenses, and business interruption. No exclusion/restriction for unencrypted portable devices/media may be on the policy.

**(2) Technology Errors and Omissions**

During the term of the Contract and for three years thereafter, maintain coverage for liabilities arising from errors, omissions, or negligent acts in rendering or failing to render computer or information technology services and technology products, including at a minimum, coverage for systems analysis, design, development, integration, modification, maintenance, repair, management, or outsourcing any of the foregoing.

**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, regulations, and executive orders, 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, as well as any required economic or other sanctions imposed by the United States government or under state law in effect during the term of the Agreement. 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, regulation, or executive order, the requirements of the applicable law, regulation, or executive order 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. Levine Act Compliance**

The Contractor certifies and warrants that Contractor has fully complied, and will remain in full compliance, with all applicable requirements of the Levine Act in connection with this Agreement, including making any required disclosures of campaign contributions to County Officers, which includes but may not be limited to elected County Officers. Elected County Officers include members of the San Mateo County Board of Supervisors, as well as the Assessor-County Clerk-Recorder, Controller, Coroner, District Attorney, Sheriff, and Tax Collector-Treasurer. Any campaign contribution required to be disclosed under the Levine Act in connection with this Agreement shall be disclosed on the disclosure form provided by the County of San Mateo Levine Act Disclosure Form, a copy of which is available from the County upon request.

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

#### **13.1. 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.

#### **13.2. 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.

#### **13.3. Section 504 of the Rehabilitation Act of 1973**

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

#### **13.4. 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.

#### **13.5. 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.

### **13.6. 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.

### **13.7. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Executive Officer 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 Executive Officer, 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 Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer 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.

### **13.8. 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.

#### **14. 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 unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

#### **15. 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.

#### **16. 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.

## **17. 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.

## **18. 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 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: Nancy Etman, IT Project Manager  
Address: 500 County Center, Redwood City, CA, 94063  
Telephone: (650) 802-7692  
Email: [netman@smcgov.org](mailto:netman@smcgov.org)

In the case of Contractor, to:

Name/Title: Vikas Arora, President  
Address: 24035 Whitten Farm CT, Aldie, VA 20105  
Telephone: (703) 909-1289  
Email: [govt@elegantsolutions.us](mailto:govt@elegantsolutions.us)

## **19. 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.

## **20. Additional Technology Terms and Conditions**

### **20.1. Disentanglement**

Contractor shall cooperate with County and County's other contractors to ensure a smooth transition at the time of termination of this Agreement, regardless of the nature or timing of the termination. Contractor shall cooperate with County's efforts to effectuate such transition with the goal of minimizing or eliminating any interruption of work required under the Agreement and any adverse impact on the provision of services or the County's activities; provided, however, that County shall pay Contractor on a time and materials basis, at the then-applicable rates, for all additional services performed in connection with such cooperation. Contractor shall deliver to

County or its designee, at County's request, all documentation and data related to County, including, but not limited to, patient files, held by Contractor, and after return of same, Contractor shall destroy all copies thereof still in Contractor's possession, at no charge to County. Such data delivery shall be in an electronic format to facilitate archiving or loading into a replacement application. County and Contractor shall mutually agree to the specific electronic format.

Upon any termination of the Agreement, regardless of the nature or timing of the termination, County shall have the right, for up to twelve (12) months (the "Transition Period"), at County's option and request, to continue to receive from Contractor all maintenance and support services, at the then-applicable rates provided, however, that the annual support and maintenance fee shall be prorated and paid in advance on a monthly basis during such time, and the amount of such support and maintenance fee shall remain subject to the limitations set forth in the Agreement regarding any increase in such fee.

## **20.2. Warranty**

This Software is subject to a warranty. Lessor warrants to Licensee that the Software will perform according to the Software's documentation at the time of the implementation and that, to the best of Lessor's knowledge, Licensee's use of this Software according to the documentation is not an infringement of any third party's intellectual property rights. If the Software is subsequently upgraded, repaired or otherwise changed by Lessor, Lessor warrants to Licensee that the Software will continue to perform according to its original documentation as well as according to updated documentation to the extent new features are added. To the extent permitted by law, the above-stated warranty replaces all other warranties, express or implied, and Lessor disclaims all implied warranties including any implied warranty of title, merchantability, or of fitness for a particular purpose. No agent of Lessor is authorized to make any other warranties or to modify this warranty. Licensee is required to inform Lessor of any potential breach of this warranty within one year of identifying any performance defect in the Software that contradicts the expected performance as outlined in the original and/or updated documentation. Licensee will document any such potential breach of warranty by utilizing the Support Procedure outlined in the Exhibit <X> of this agreement. In the event of a breach of this warranty, Licensee's remedies include the following, to be selected at Licensee's sole discretion: if Licensee agrees that the Software's functionality is still partially acceptable despite the area related to the breach of warranty, Lessor shall provide a refund for the full amount Licensee reasonably attributes to the partial breach of warranty; if Licensee determines that the Software is materially in breach of warranty, Lessor shall issue a full refund, including for amounts already paid and in relation to which the Software was non-functional; and/or any other remedy available at law.

## **21. Personally Identifiable Information**

### **Requirements for County Contractors, Subcontractors, Vendors and Agents**

#### **21.1. 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.

#### **21.2. 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

**21.3. 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.

#### **21.4. 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.

#### **21.5. 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.

#### **21.6. 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.

**21.7. 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.

**21.8. 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.

**21.9. 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.

**22. Rehabilitation Act of 1973**

Refer to the attachment required to be completed by the Contractor.

SIGNATURE PAGE TO FOLLOW

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

For Contractor:

DocuSigned by:  
  
Vikas Arora  
5ABDA8DA4A7C45E...  
\_\_\_\_\_  
Contractor Signature

11/5/2025  
\_\_\_\_\_  
Date

Vikas Arora  
\_\_\_\_\_  
Contractor Name (please print)

---

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

### **Exhibit A - Services**

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

**I. Services to be provided, Contractor will:**

- A. Provide temporary staffing professionals on an as needed basis to fulfill County's short-term Information Technology staffing needs. Contractor's contingent staff will only be authorized to perform work within the scope of the assignment provided by County.
- B. Provide a single point of contact ("POC") to manage the services in this Agreement. The POC will manage the requests for staffing and any issues identified by County (personnel or other). Contractor will notify County POC in writing, within 1 business day, if the POC changes. County will notify Contractor POC in writing should County POC change.

Contractor POC:

Name/Title:	Vikas Arora/President
Phone:	703-909-1289
Email:	<a href="mailto:govt@elegantsolutions.us">govt@elegantsolutions.us</a>
Hours Available:	8AM – 5PM

County POC:

Name/Title:	Nancy Etman/IS Project Manager I
Phone:	650-802-7692
Email:	<a href="mailto:netman@smcgov.org">netman@smcgov.org</a>
Hours Available:	7AM – 4PM

- C. Respond to County's requests for staffing within 72 hours.
- D. Monitor the performance of its assigned staff on a regular basis. Contractor will facilitate a monthly check-in meeting with County POC to discuss assigned staff performance and progress towards project completion as outlined in the Contingent Staff Request Form. Contractor will obtain County feedback to ensure contingent staff are meeting, or exceeding, County expectations for:
  - Attendance/Punctuality
  - Knowledge/Skills Requested
  - Quality of Work
  - Ability to Follow Instructions
  - Following County Policy and Procedures
  - Verbal Communication Skills
  - Written Communication Skills

- Productivity
  - Dress Attire
- E. Provide weekly to semi-monthly time tracking/table and employment reporting for contingent staff as requested by County. Report shall show work performed and hours spent by date.
- F. Ensure contingent staff understand the work to be completed from the plan provided by County, which includes the project overview, plan and milestones/goals.
- G. Respond within four (4) hours for any County notification/request to replace contingent staff. Contractor will work with County to identify a plan, to include a timeline, for resolving any contingent staff personnel issues identified by County.
- H. Protect County from co-employment claims by keeping all contingent staff data and records separate from County systems and records.
- I. Conduct background and reference checks of staff that are referred to County prior to the referral.
- J. Provide staff that are available to work regularly onsite. The specific hours worked will vary depending on each assignment, but the typical hours are Monday through Friday, 8AM to 5PM. There may be requirements for evening, weekend, and overtime work. Weekend work shall be defined as Saturday and Sunday. Overtime shall be defined as hours worked in excess of forty (40) hours per week. Overtime will be paid by Contractor as required by state or federal laws and will be billed to County at one and one-half (1 ½) times the normal billing rate. Lunch periods will be thirty (30) or sixty (60) minutes long and the length and time will be determined by County. No payment will be made for lunch period. Contractor will submit contingent staff time sheet to County for review/approval on a weekly basis.
- K. Ensure the candidate is oriented and trained to work in County environment. This orientation will cover, at a minimum, the working hours, location, County contact number, parking information, appropriate attire, and any other County requirements or obligations.
- L. Be responsible for all terms and conditions of employment for contingent staffing, including but not limited to hiring, firing, and discipline. Contractor shall be responsible for complying with all applicable federal, state, and local laws. Contractor shall remain responsible for all compensation due to the contingent staff. Contractor will abide by all applicable provisions of such laws, including, but not limited to, the payment of overtime, required under the Fair Labor Standards Act for any contingent staff assigned to work at County. In addition, contingent staff assigned to County must be employees of Contractor. Contractor will be responsible for all payroll processing, timekeeping, FICA, W-4 Forms, Workers' Compensation, Liability Insurance, benefits and tax withholding, federal and state, and must meet all other employer federal and state requirements.
- M. Ensure contingent staff return any County issued identification badges, or County issued equipment prior to or at the end of the assignment. Contractor is responsible

for returning all badges and shall pay for any badge replacement due to loss or failure to return badges.

- N. Provide specialized knowledge testing as requested by County.
- O. Monitor the quality of services and performance of contingency staff and provide regular performance reports to County.
- P. Participate in meetings with County staff and stakeholders, as requested.
- Q. Provide related staffing services as agreed to by both parties in writing.
- R. Meet the following annual targets/performance measures and will provide the following reports:

1. Targets/Measures

Target	Year 1	Year 2	Years 3, 4, 5
Percentage of requests for staffing will be responded to within 72 hours or sooner	90%	95%	99%
Percentage of requests for customer (staffing) issues will be responded to within 4 hours.	95%	97%	99%

- 2. Reports, Contractor will provide quarterly reports electronically to [netman@smcgov.org](mailto:netman@smcgov.org). Reports will at a minimum include the following when applicable:
  - Progress of assigned work
  - Progress toward milestones
  - Task order and team management
  - Task order schedule and cost control
  - Required deliverables (if applicable)
  - Employee security compliance requirements
  - Training and certification requirements
  - Staffing and retention issues
  - Billing details

**II. Contingent Staffing Request Process**

- A. County will submit a request using the Contingent Staffing Request Form (CSRF) as shown in Attachment D - Sample - Work Order to Contractor. The request will include an estimated start and end date; project scope with deliverables, and any specialized skills or knowledge needed to complete the project.
- B. Contractor will respond to request within 72 hours. Contractor may request additional information to fulfill County's request. Contractor will identify and provide to County

- (a minimum of three (3) potential pre-screened candidates for evaluation/selection. Pre-screening includes Contractor's preliminary background check and reference check as well as verification that candidate has the knowledge and skills necessary to fulfill County's need (complete the work).
- C. County will interview qualified, screened (as shown above), candidates. County may request and conduct an additional background check to be completed by County and at County's expense.
  - D. County will notify Contractor of candidate selection or rejection. County may request additional candidates.
  - E. Upon County selection, Contractor will notify the candidate in writing providing assignment information and confirming candidate acceptance of assignment.
  - F. County will send a signed Consultant Information Form ("CIF") to Contractor. Contractor will countersign and send back to County within one (1) business day.
  - G. Contractor will provide orientation to selected candidate prior to the start date. This orientation will cover, at a minimum, the working hours, location, County contact number, parking information, appropriate attire, and any other County requirements or obligations. Contractor will work with County to identify specific orientation topics.
  - H. Contractor will contact County at the end of the first week, and monthly thereafter, to ensure that the candidate is performing to County expectations. If the candidate does not fulfill County expectations, County shall have the right to request a new candidate.

**III. County Options, County will:**

- I. Have the right to interview candidates referred by Contractor and may request as many candidates and/or resumes as necessary. County shall have the option to conduct reference inquiries of previous employers or verify such information that County deems appropriate.
- J. Provide contingent staff with safe working conditions. Staff will not be authorized to operate machinery or equipment outside of typical office machines (i.e., computers, servers, copiers, printers, paper shredders, etc.).
- K. Have the option to reduce the length of the assignment at any time. In the event County decides to reduce or terminate an assignment, County will provide as much notice as is reasonably possible. The contingent staff supplied by Contractor should be available for the entire length of the assignment/project. If an individual is unable to complete an assignment, a one-week notice is required.
- L. Have the option to subject the selected candidate to a background check to be conducted by County. A background check may consist of an investigation to determine evidence of criminal history, verification of education, employment, professional licenses, certifications or other credentials required by the job title. If County decides, based on County's own background checks that the proposed selected candidate is unsuitable, Contractor will be so notified, and the candidate will not be placed with County. There shall be no cost to County in the event of a

rejection of a proposed candidate pursuant to this paragraph or for any other reason. Candidates will not be unreasonably rejected.

- M. Notify Contractor immediately if there are any personnel or service issues. Any contingent staff that County deems as performing unsatisfactorily shall be replaced at County's discretion. County should not be charged if, within four hours of work start-up, the contingent staff is requested to be replaced. In the event Contractor furnishes unqualified temporary contingent staff three (3) or more times in a contract period, the agreement at the discretion of County may be terminated for default. In addition, if the selected contingency staff fails, or is unable, to perform the work in accordance with the project and County requirements, within one week of an engagement, Contractor will not bill County for its staff's time.
- N. Reserve the right to request the removal of any of Contractor's staff immediately from any of the buildings at any time for reasonable cause. Such requests will be made to Contractor.
- O. Have the option to solicit price quotations from Contractor and/or add the positions to the contract if during the period of the contract additional contingency staffing services not listed in Contract are required.
- P. Have the option to modify or add related services to meet its project goals as agreed upon by both parties in writing.

**Exhibit B – Payments and Rates**

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

1. Contractor shall invoice County monthly for services shown in Exhibit A, based on the table shown below. Invoices are due to County by the 15<sup>th</sup> of each month for the previous month's service. Due to County's year-end process, invoices for June services are due by July 7. Invoices must be accompanied by a line-item accounting for monthly expenses and evidence of work performed, or costs incurred including but not limited to timesheets, copies of bills, and/or packing slips. In addition, Contractor will submit Performance Reports, and any applicable Contingent Staff Request Forms (shown in Attachment D), and/or Consultant Information Forms (shown in Attachment E). Payment is dependent on submission of supporting documentation. Invoices must be itemized and will include, at a minimum, the following:
  - a. Vendor Address
  - b. HSA Administrative Address: 500 County Center, Floor 2, Redwood City, CA 94063
  - c. Remit payment address
  - d. Agreement Number
  - e. Description of service (Category)
  - f. Cost of service
  - g. Project/Position Title
  - h. Staff Name
  - i. Hourly Rate
  - j. Total hours worked (itemized hours than are regular vs. overtime)
2. Rates

Position	Rate/Range
Application Developer/Software Engineer	\$85.00 - \$120.00
IT Help Desk Technician	\$55.00
Application Support Analyst	\$65.00 - \$80.00
Project Manager	\$130.00
Reporting Data Analyst	\$118.00
Other, upon request	Varies depending on HSA request for additional position

**Attachment D – Contingent Staff Request Form**



Request Date: \_\_\_\_\_ CSRF #: \_\_\_\_\_

Requested By: \_\_\_\_\_

Request Issued to (Contractor Name): \_\_\_\_\_

Candidates Submission Due By: \_\_\_\_\_

Estimated Project Start/End Date: \_\_\_\_\_

I. Project/ Scope of Work

II. Deliverables (if applicable)

III. Candidate Qualifications/Skill/Knowledge:

IV. Additional Requirements:



By signing this form, the Contractor acknowledges that their candidate has been chosen to fulfill the request as specified on the Contingent Staff Request Form (CSRF). A separate form must be filled out for each candidate selected.

<b>Branch:</b>	
<b>CSRF #:</b>	
<b>Agreement #:</b>	

<b>Contractor Name:</b>			
<b>Contingent Staff Name:</b>			
<input type="checkbox"/> <b>Hourly Rate:</b>	\$		
<input type="checkbox"/> <b>Estimated Total:</b>	\$		
<input type="checkbox"/> <b>Amended Amount:</b>	\$		
<input type="checkbox"/> <b>Project Term:</b>	<b>Start:</b>		<b>End:</b>
<input type="checkbox"/> <b>Amended Work Term:</b>	<b>Start:</b>		<b>End:</b>

**By signing this Document, Contractor agrees to provide staffing for rates and terms shown above and in addition agrees to the terms and conditions set forth by the CSRF and in compliance with the Agreement between the County and Contractor.**

<b>Contractor Authorized Representative</b>		<b>Date</b>
<b>County Authorized Representative</b>		<b>Date</b>