

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
JOHNSON CONTROLS, INC.**

THIS AMENDMENT TO THE AGREEMENT (“Amendment”), entered into this _____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and Johnson Controls, Inc., hereinafter called "Contractor" (collectively, the “Parties”);

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, County and Contractor entered into an Agreement for purpose of providing cardkey reader and building security installation and maintenance services on June 6, 2017; and

WHEREAS, the Parties wish to amend the Agreement to add funds in the amount of \$300,000 for a new total obligation not to exceed \$400,000 to make modifications to existing cardkey readers as a result of building remodels, and install a monitored intrusion alarm system to increase building security.

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

1. Section 1. Exhibits and Attachments is hereby amended to read as follows:

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

Exhibit A - Services
Exhibit B - Payments
Exhibit B1 (revised 2/2018) - Unit Costs and Rates
Attachment A - Approved Locked Hardware
Attachment S (new) - Confidentiality, Privacy, and Security

2. Section 2. Services to be performed by Contractor is hereby amended to read as follows:

In consideration of the payments set forth in this Agreement and in Exhibits B and **B1 (revised 2/2018)**, Contractor shall perform services for County in accordance with the

terms, conditions, and specifications set forth in this Agreement and in Exhibit A and Attachment A.

3. Section 3. Payments is hereby amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A and Attachment A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibits B and **B1 (revised 2/2018)**. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **FOUR HUNDRED THOUSAND DOLLARS (\$400,000)**. In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this Agreement.

4. Exhibit A. Services, Section 1 is hereby amended to read as follows:

I. Card Key Access, Intrusion Alarm and Door Modification Services

1. Upon request, and approval of County, Contractor will make modifications to the existing card key system that include, but are not limited to; installing and/or adding intrusion alarms, audible door alarms, glass break sensors, alarm keypads, door contacts, adding and/or removing card key access door readers, altering hardware on card key access doors, or adding automatic door openers. Contractor will provide the necessary materials, installation terminations, programming and testing for each addition or modification in accordance with Unit Costs and Labor Rates shown in **Exhibit B1 (revised 2/2018)**.

5. Exhibit B1 (revised 2/2018) replaces original Exhibit B1 in its entirety and is attached hereto.

6. Attachment S (new) replaces original Attachment B in its entirety and is attached hereto.

7. All other terms and conditions of the Agreement dated June 6, 2017 between the County and Contractor shall remain in full force and effect.

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

For Contractor: JOHNSON CONTROLS, INC.



03-09-2018

Marc Duchesneau

Contractor Signature

Date

Contractor Name (please print)

COUNTY OF SAN MATEO

By:
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:
Clerk of Said Board

Security System Detailed Unit Breakdown

- Detail A – 8-Door Controller Equipment & 6A Electrified Locking Hardware Power Supply
- Detail AA – Single Door, Card in/free exit, electric mortise lockset w/ REX switch & DSM, Fail Secure
- Detail AD – Single Door, Card in/free exit, electric mortise lockset w/ REX switch & DSM, EDR, local noise, fail-safe, fire unlock.
- Detail AI – Single Door, Card in/free exit, Rim Panic w/ Quiet Latch Retraction & REX Switch, Fail Secure
- Detail AK – Alarm Keypad - Wired
- Detail BA – Double Door, Card in/free exit, electric mortise lockset w/ REX switch & DSM, Fail Secure
- Detail BI – Double Door, Card In/Free Exit, Panic w/ Quiet Latch Retraction, Manual Panic, PIR/REX, Fail Secure.
- Detail BJ – Double Door, Card In/Free Exit, Panics w/ Quiet Latch Retraction, PIR/REX, ADA Actuators, Door Operators, Fail Secure
- Detail BP – Double S-Door, Card In/Free Exit, Manual Panic w/ REX Switch, Manual Panic, Local Noise,
- Detail DA – Single Door, Card In/Free Exit, Panic w/ Quiet Latch Retraction, PIR/REX, ADA Actuators, Door Operators, Fail Secure
- Detail DB – Single Door, Free Entrance, Free Exit, Panic w/ Quiet Latch Retraction, ADA Actuators, Door Operators, Fail Secure
- Detail FB – Double Door, Alarmed/Free Exit, PIR/REX
- Detail ID – Intrusion Alarm Detection Panel w/ peripheral accessories (i.e. enclosures, transformers, batteries, wireless receivers, etc.)
- Detail MA – Duress Pushbutton - Wired
- Detail NE – Elevator Floor Select Card Reader w/ Elevator Feedback with assistance from on-site elevator company.
- Detail NS – Single Swing Gate, Card In/Free Exit, Rim Panic w/ Electric Trim & REX Switch, Fail Secure
- Detail PB – Alarmed Roof Hatch - Wired
- Detail PK – Folding Door, Alarmed - Wired
- Detail KA – 1MP IP Camera
- Detail KB – 2MP IP Camera
- Detail KC – 4MP IP Camera
- Detail KH – 4k Fixed Camera
- Detail KN –Omni-directional 360° Camera
- Detail KP – Interior/Exterior 180° Fixed 20MP Camera
- Detail SC – Master & Remote Video Intercom set
- Detail WA – Wired Local Audible Alarm
- Detail WG – Wireless Glassbreak
- Detail WD – Wireless Door Contact
- Detail WP – Wireless Pushbutton
- Detail WR – Wireless Roof Hatch

Detail	Unit Price	Detail	Unit Price
A	\$ 8,628.00	NS	\$ 4,769.00
AA	\$ 4,040.00	PB	\$ 1,713.00
AD	\$ 4,157.00	PK	\$ 1,581.00
AI	\$ 4,046.00	KA	\$ 3,376.00
AK	\$ 1,345.00	KB	\$ 3,848.00
BA	\$ 4,335.00	KC	\$ 4,352.00
BI	\$ 4,407.00	KH	\$ 4,906.00
BJ	\$ 4,420.00	KN	\$ 5,352.00
BP	\$ 4,448.00	KP	\$ 5,560.00
DA	\$ 4,257.00	SC	\$ 3,613.00
DB	\$ 3,982.00	WA*	\$ 950.00
FB	\$ 1,859.00	WD*	\$ 420.00
ID	\$ 4,900.00	WG*	\$ 400.00
MA	\$ 1,776.00	WP*	\$ 725.00
NE	\$ 4,696.00	WR*	\$ 550.00

***Prices provided above are contingent on more than 1 item being installed. Additional man hours may be necessary to account for 4 hour minimums per project.**

JCI Security System Labor Rates

Installation Project Labor Rates

Project Manager	\$150.00 per hour
Security Integration Engineer	\$138.00 per hour
Systems Technician	\$127.00 per hour
Security Low Voltage Installer	\$127.00 per hour

The Labor Rates above are for contracted installation projects only

Emergency Service Labor Rates

Service Time	When Applicable	Hourly Rate
Business Hours	Monday-Friday 7:00 a.m. to 4:00 p.m.	\$152.10
After Hours	Monday-Friday 4:00 p.m. to 7:00 a.m./Saturday	\$228.15
Sunday/Holiday	Sunday and all official Johnson Controls holidays	\$304.20

Intrusion Alarm Monitoring Fees

Intrusion Alarm Monitoring Fees	\$400.00 per year, per site
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Abbreviations

Abbreviation List	
(E)	EXISTING
(F)	FUTURE
(N)	NEW
(R)	EXISTING/TO BE REMOVED
(RD)	EXISTING/REPLACE DEVICE
A	AMPERE (AMP)
A/M	ASSET MANAGEMENT
ACAMS	ACCESS CONTROL AND ALARM MONITORING SYSTEM
ACS	ACCESS CONTROL SYSTEM
ADA	AMERICANS WITH DISABILITIES ACT
AFF	ABOVE FINISHED FLOOR
AFG	ABOVE FINISHED GRADE
AH	AMP HOURS
ALM	ALARM
ALT	ALTERNATE
ALUM	ALUMINUM
ANN	ANNUNCIATOR
ANX	ANNEX
AOV	ANGLE OF VIEW
APPROX	APPROXIMATE
AR	AS REQUIRED
ARCH	ARCHITECT/ARCHITECTURAL
ASSY	ASSEMBLY
AUX	AUXILIARY
AWG	AMERICAN WIRE GAUGE
BFC	BELOW FINISHED CEILING
BFG	BELOW FINISHED GRADE
BIO	BIOMETRIC
BLDG	BUILDING
BLW	BELOW
BO	BREAKOUT
BOLL	BOLLARD
BPS	BYPASS
BSMT	BASEMENT
C	CONDUIT
CAB	CABINET
CAFÉ	CAFETERIA
CAM	CAMERA
CAT	CATEGORY
CB	CIRCUIT BREAKER
CCTV	CLOSED CIRCUIT TELEVISION
CI/CO	CARD IN/CARD OUT
CI/FE	CARD IN/FREE EXIT
CKT	CIRCUIT
CLG	CEILING
COAX	COAXIAL CABLE

Abbreviation List	
COMM	COMMUNICATIONS
COMP	COMPUTER
CONN	CONNECTOR
COR	CORRIDOR
CPC	COMPUTER POWER CENTER
CPU	CENTRAL PROCESSING UNIT
CR	CARD READER
CRDA	CARD READER DISABLE
CSC	CENTRAL SECURITY CONTROL
CSU	COOLANT SUPPLY UNIT (CHILLER)
CT	CABLE TRAY
DA	DISTRIBUTION AMPLIFIER
DACT	DIGITAL ALARM COMMUNICATIONS TRANSMITTER
DB	DECIBEL
DBL	DOUBLE
DC	DOOR CONTACT
DD	DUCT DETECTOR
DET	DETECTION
DG	DOUBLE GANG
DIA	DIAMETER
DIAG	DIAGONAL
DIM	DIMENSION
DN	DOWN
DPDT	DOUBLE POLE, DOUBLE THROW
DR	DOOR
DRS	DOORS
DS	DOWNSTREAM (DATA FLOW)
DSM	DOOR SWITCH MONITOR
DUP	DUPLEX
DVR	DIGITAL VIDEO RECORDER
DWG	DRAWING
E	EAST
EAC	EACH
EAC	ENVIRONMENTAL AIR CONDITIONER
EDR	EMERGENCY DOOR RELEASE
ELEC	ELECTRICAL/ELECTRIC
ELEV	ELEVATOR
EMP	EMPLOYEE
EMR	EMERGENCY DOOR RELEASE
EMT	ELECTRO METALLIC TUBING
ENT	ENTRANCE/ENTRY
EOC	EMERGENCY OPERATIONS CENTER
EOL	END OF LINE RESISTOR
EOT	END OF TAPE
EP	EXPLOSION PROOF
EPO	EMERGENCY POWER OFF

Abbreviation List	
ERR	AUDIO-EVAC ERROR/FAIL SIGNAL
ES	ELECTRIC STRIKE
EVAC	EVACUATION
EXEC	EXECUTIVE
EXT	EXTERNAL/EXTERIOR
FA	FIRE ALARM
FACP	FIRE ALARM CONTROL PANEL
FAT	FINAL ACCEPTANCE TESTING
FBR	FIBER
FDC	FIBER DISTRIBUTION CENTER
FLR	FLOOR
FO	FIBER OPTIC
FOV	FIELD OF VIEW
FR	FIBER RECEIVER
FRAP	FIRE REMOTE ANNUNCIATOR PANEL
FRT	FREIGHT
FSA	FIRE SYSTEM ANNUNCIATOR
FSP	FIRE SYSTEM PRINTER
FT	FEET
FUAP	FUEL ALARM POINT
FX	FIBER TRANSMITTER
FXR	FIBER TRANSCEIVER
GAP	GRAPHIC ANNUNCIATOR PANEL
GAR	GARAGE
GB	GLASS BREAK SENSOR
GE	GIGABIT ETHERNET
GHZ	GIGAHERTZ
GND	GROUND
GRC	GALVANIZED RIGID CONDUIT
GSOC	GLOBAL SECURITY OPERATIONS CENTER
HAL	HALON ALARM POINT
HDWR	HARDWARE
HFCP	HALON FIRE CONTROL PANEL
HT	HIGH TEMP SENSOR
HVAC	HEATING, VENTILATION AND AIR CONDITIONING
ID	IDENTIFICATION
IDF	INTERMEDIATE DISTRIBUTION FRAME/FACILITY
IDS	INTRUSION DETECTION SYSTEM
IG	ISOLATED GROUND
IN	INCH
IND	INDIVIDUAL
INT	INTERNAL/INTERIOR
IP	INTERNET PROTOCOL
IPS	IMAGES PER SECOND
J	JUNCTION BOX
J-BOX	JUNCTION BOX

Abbreviation List	
JCI	JOHNSON CONTROLS, INCORPORATED
KHS	KITCHEN HOOD SYSTEM
KO	KNOCKOUT
KPD	KEYPAD
LAN	LOCAL AREA NETWORK
LBY	LOBBY
LED	LIGHT EMITTING DIODE
LIU	LIGHT INTERFACE UNIT
LN	LOCAL NOISE
LO	LOCK OUTPUT
LR	LOCK RELAY
LV	LOW VOLTAGE
LVL	LEVEL
LVR	LEVER
M/T	MANTRAP
MAG	MAGNETIC
MATL	MATERIAL
MAX	MAXIMUM
MD	MOTION DETECTOR
MDF	MAIN DISTRIBUTION FRAME/FACILITY
MDH	MAGNETIC DOOR HOLDER
MECH	MECHANICAL
MHZ	MEGAHERTZ
MIN	MINIMUM
MON	MONITOR
MPOE	MAIN POINT OF ENTRY
MPS	MANUAL PULL STATION
MT	MOUNT
MTG	MOUNTING
N	NORTH
NA	NOT APPLICABLE
NC	NORMALLY CLOSED
NE	NORTHEAST
NIC	NOT IN CONTRACT
NM	NANOMETERS
NO	NORMALLY OPEN
NVR	NETWORK VIDEO RECORDER
NW	NORTHWEST
OP	OPERATOR
OSP	OUTSIDE PLANT
OSY	OS&Y VALVE TAMPER
P/I	PHONE/INTERCOM
PA	PUBLIC ADDRESS
PB	PUSH BUTTON
PF	PEOPLE FINDER
PH	PENTHOUSE

Abbreviation List	
PHO	PHOTOELECTRIC DETECTOR
PHPB	PANIC HARDWARE POWER SUPPLY
PIR	PASSIVE INFRARED DETECTOR
PIV	POST INDICATOR VALVE TAMPER
PIV	PERSONAL IDENTITY VERIFICATION
PLC	PROGRAMMABLE LOGIC CONTROLLER
POE	POWER OVER ETHERNET
POTS	PLAIN OLD TELEPHONE SERVICE
PR	PAIR
PRT	PRINTER
PS	POWER SUPPLY
PSTN	PUBLIC SWITCHED TELEPHONE NETWORK
PT	POINT
PTZ	PAN, TILT, & ZOOM
PVC	POLYVINYL CHLORIDE CONDUIT
PWR	POWER
RCIP	REMOTE CONTROL INDICATING PANLE
RCVR	RECEIVER
RDM	REMOTE DISPLAY MODULE
REC	RECORD
REF	REFERENCE
REL	RELEASE
REQ'D	REQUIRED
RES	RESISTOR
REX	REQUEST TO EXIT
RFI	RADIO FREQUENCY INTERFERENCE
RIM	REMOTE INPUT MODULE
RLY	RELAY
RM	ROOM
ROM	REMOTE OUTPUT MODULE
RTN	RETURN
RX	RECEIVE OR RECEIVER
S	SOUTH
SAN	STORAGE AREA NETWORK
SD	SMOKE DETECTOR
SE	SOUTHEAST
SEC	SECOND/SECURITY
SFP	SECURITY FIELD PANEL
SG	SINGLE GANG
SH	SHIELD
SHLD	SHIELD/SHIELDED
SHT	SHEET
SJB	SECURITY JUNCTION BOX
SLAN	SECURITY LOCAL AREA NETWORK
SLDG	SLIDING
SNGL	SINGLE

Abbreviation List	
SOC	SECURITY OPERATIONS CENTER
SPC	SECURITY PRIVATE COMMUNICATIONS
SPK	SPEAKER
SPR	SPARE
SPS	SPEAKER WITH STROBE
SPST	SINGLE POLE SINGLE THROW
SRB	SMART REMOTE BOX
SS	STAINLESS STEEL
ST	STRANDED
STA	STATION
STE	SUITE
STR	STAIR(S)
STRB	STROBE
SV	SOLENOID VALVE
SVS	SECURITY VIDEO SYSTEM
SW	SWITCH OR SOUTHWEST
SYS	SYSTEM
T/H	TEMPERATURE/HUMIDITY MODULE
TB	TERMINAL BOARD
TBD	TO BE DETERMINED
TBR	TIGHT BUFFER
TCP	TRANSMISSION CONTROL PROTOCOL
TDR	TIME DELAY RELAY
TEL	TELEPHONE
TELCO	TELEPHONE COMPANY
TERM	TERMINAL
TES	TELEPHONE ENTRY SYSTEM
THRU	THROUGH
THS	TEMPERATURE/HUMIDITY SENSOR
TMP	TAMPER ALARM POINT
TP	TAMPER PROOF
TPH	TOUCH PANIC HARDWARE
TRBL	TROUBLE
TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSOR
TW	TWISTED
TW PR	TWISTED PAIR
TX	TRANSMIT/TRANSMITTER
TYP	TYPICAL
UG	UNDERGROUND
UM	MICRONS
UON	UNLESS OTHERWISE NOTED
UP	UPPER
UPS	UNINTERRUPTIBLE POWER SUPPLY
US	UPSTREAM (DATA FLOW)
UTP	UNSHIELDED TWISTED PAIR
V	VOLTAGE

Attachment S

Confidentiality, Privacy and Security

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. MISCELLANEOUS

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

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

(End of Attachment S)

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

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

ID Type: _____

Name of Person Requesting to Enter Facility: _____

Name of Organization: _____

Organization Address: _____

Organization Phone Number: _____

Reason for Facility Entry:

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature of individual applying for access

Date

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

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

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

specify: _____

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

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

Signature of Contractor's Authorized Representative

Date

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

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

- Entry is denied. Reason for denial:

- Card Key issued. Date of Issuance: _____

- Card Key request denied. Reason for denial:

- Card Key not requested

HSA Authorized Representative Signature

Printed Name

Date