

**AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
STARVISTA**

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and STARVISTA, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement for the Child and Adolescent Hotline Prevention Program (CAHPP) and the Lucky Kids Club Program on June 16, 2015 in an amount not to exceed \$1,230,092 for the term of July 1, 2015 through June 30, 2017; and

WHEREAS, the parties wish to amend the Agreement to extend the term by twelve months to June 30, 2018 and to add funds in the amount of \$639,770 for a new not to exceed amount of \$1,869,862.

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

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

Exhibit A (revised 6/2017)—Scope of Services
Exhibit B (revised 6/2017)—Payments and Rates
Exhibit B1 (revised 6/2017)—Budget
Exhibit C—Fingerprinting Form
Exhibit D—Child Abuse Reporting Requirement
Exhibit E—Program Outcomes and Monitoring Requirements
Attachment H—HIPAA
Attachment I—504 Compliance
Attachment P—Personally Identifiable Information

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

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

in **Exhibits A (revised 6/2017)**, D, and E, and **Attachments H and P**.

3. Section 3. Payments of the Agreement is amended to read as follows:

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in **Exhibits A (revised 6/2017)**, D, and E, and **Attachments H and P**, County shall make payment to Contractor based on the rates and in the manner specified in **Exhibits B (revised 6/2017) and B1 (revised 6/2017)**. 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 **ONE MILLION EIGHT HUNDRED SIXTY NINE THOUSAND EIGHT HUNDRED SIXTY TWO DOLLARS** (\$1,869,862). 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.

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

Subject to compliance with all terms and conditions, the term of this Agreement shall be from July 1, 2015 through June 30, 2018.

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

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.

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

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

8. Exhibit B1 (revised 6/2017) replaces original Exhibits B1 and B2 in their entirety and is attached hereto.

9. Exhibit E is hereby added and attached hereto.


10. Attachment H is hereby added and attached hereto.

11. Attachment P is hereby added and attached hereto.

12. All other terms and conditions of the Agreement dated June 16, 2015 between the County and Contractor shall remain in full force and effect.
13. This Amendment constitutes the entire understanding of the parties hereto with respect to matters herein and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the parties not expressly states in this document are not binding. All subsequent modifications of this Amendment or the Agreement shall not be effective unless set forth in writing and executed by both parties.

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

For Contractor: STARVISTA

 _____	<u>5/26/17</u> _____	<u>Sara Larios Mitchell, CEO</u> _____
Contractor Signature	Date	Contractor Name (please print)

COUNTY OF SAN MATEO

By: _____
President, Board of Supervisors, San Mateo County

Date: _____

ATTEST:

By: _____
Clerk of Said Board

Exhibit A (revised 6/2017) – Scope of Services

StarVista
Child and Adolescent Hotline Prevention Program,
Lucky Kids Club and Children and Family Resource Centers
July 1, 2015 – June 30, 2018

In consideration of the payments set forth in Exhibits B (revised 6/2017) and B1 (revised 6/2017), Contractor shall provide the following services:

For the period of July 1, 2015 – June 30, 2017, Contractor will provide child abuse prevention, crisis-intervention and social/educational functioning development services through the Child and Adolescent Hotline Prevention Program (CAHPP) and Lucky Kids Club (LKC). The needs identified through the CAHPP and LKC programs will be used to inform the services delivered by the Contractor through the Children and Family Resource Centers (CFRCs) program for the period of July 1, 2017 – June 30, 2018.

I. Child and Adolescent Hotline Prevention Program (07/01/15 – 06/30/17):

- A. Extensive outreach that will emphasize the program concept of identifying children and youth presenting with concerning behavioral issues and include the CAHPP goals and objectives of offering a brief screen and identification of concerning behaviors through phone/text/email contact information within:
 - 1. San Mateo County (SMC) Elementary, Middle School systems and San Mateo County Office of Education
 - 2. San Mateo County teaching organizations
 - 3. Parenting Organizations including Parenting Project and PTAs
 - 4. SMC Human Services Agency
 - 5. SMC Probation Department
 - 6. SMC Health Department with a focus on pediatricians and children's healthcare
 - 7. SMC Behavioral Health and Recovery Services
 - 8. SMC BHRS Alcohol and other Drug Services
 - 9. Pediatricians and children's healthcare
 - 10. Youth Mental Health First Aid
 - 11. Family Resource Center Programs
 - 12. School, Police and Community Collaborative-East Palo Alto
 - 13. County Office of Education (COE) Coordinator/Liaisons
- B. A dedicated CAHPP Hotline, 650-567-KIDS, will be assigned, and phone, text and email coverage will be available 24/7, 365 days per year.
- C. A phone/text/email to the CAHPP Hotline will result in:
 - 1. Immediate response via Hotline.
 - a. In cases where a caller is in crisis or concerned about a child in crisis, CAHPP assesses for safety and provides appropriate emergency referrals if needed.
 - b. During business hours (9:00 AM – 6:00 PM), the Hotline will be answered by a Mental Health Clinician who will respond to and address the caller's concerns.

- c. Calls that are received outside business hours will be responded to by StarVista's crisis staff who will address the caller's concerns by either responding to a crisis, if one is presented, or if no crisis is presented, alert the Mental Health Clinician team for follow-up the next business day.
 - 2. Mental Health Clinician's direct contact with the child, youth/adolescent and family for screening and evaluation with direct referral provided to therapeutic CAHPP and/or community-based services. Referrals will be made based on identified need to:
 - a. CAHPP Mental Health Clinicians for a minimum of two (2) up to eight (8) therapeutic sessions, depending on severity of need and availability of outside service provider (community-based organization), followed with a referral to a community-based organization for ongoing services, if necessary. Additional sessions may be approved by the Children and Family Services (CFS) Manager based on advanced request and justification, in writing, by CAHPP to the CFS Contract Manager.
 - b. Lucky Kid's Club (services specified in section II) Child Aide for children who are experiencing low/moderate school adjustment difficulty and are at-risk for needing more intensive therapeutic services if their challenges are not addressed
 - c. Community-based organizations.
 - d. In situations when a child/family has an immediate need, the clinician will provide therapy and case management to the family to connect them to community-based services.
 - 3. For those families who agree to participate in follow-up contacts, CAHPP will conduct weekly follow-up with individuals/families tracking:
 - a. utilization of referrals,
 - b. engagement with referrals,
 - c. outcomes attributable to services provided by referrals.
- D. Supervision, agency/administrative support and collaboration, training for all staff, computer access, hotline access, office space, office supplies, screening materials, curriculum, and the development of a data system collecting all of the facts relevant to the performance measure will be provided by Contractor.

II. Lucky Kids Club (07/01/15 – 06/30/17):

Lucky Kids Club is designed for children who are exhibiting negative behaviors which impact their school and academic functioning in the classroom setting. The program is designed to improve the students' behaviors in three areas: teacher preferred social behaviors (empathy, self-control and cooperation), peer preferred social behaviors (making friends, interacting with peers, and initiating play or conversation) and classroom adjustment behavior (participation in instruction, listening and quality of work). Contractor will:

- A. Implement the Lucky Kids Club (LKC) program.
- B. Provide and train child aides who will collaborate with school personnel to identify appropriate referrals for Lucky Kids Club and, with approval of school staff, conduct on-going observations of identified students in classroom as well as play settings to assess the child's progress.

1. Child aides/Lucky Kids Club staff will be trained on the proper use and administration of the Walker McConnell Survey, classroom/playground/individualized observation techniques, and other areas related to the implementation of the Lucky Kids Club program.
 2. Students are referred for participation in Lucky Kids Club by teachers, school counselors or school principals.
 3. An observation form which assesses 35 behavior areas will be used to determine the appropriateness of referral.
- C. Distribute and compile pre- and post- tests using the Walker McConnell Survey to measure the three identified areas of child behaviors (teacher preferred social behaviors, peer preferred social behaviors, and classroom adjustment behavior).
1. Surveys will be distributed to, completed by, and collected from teachers.
 2. Contractor will conduct analysis and present findings to the Human Services Agency via written report.
 3. Teachers will be provided with updates on child's progress.
 4. All test data will be available to the Human Services Agency upon request.
 5. Students whose challenges are not addressed by this intervention are referred for additional community-based services, as appropriate and necessary.
- D. Hold weekly individualized non-directive play therapy sessions with children selected in the Lucky Kids Club.
1. The Child Aide will observe the child's play and interaction during the session and document the observations.
- E. Services will be provided in English and Spanish, based on identified need.
- F. LKC will be implemented in two rounds: fall semester and spring semester, and children will receive weekly sessions for twelve weeks.

III. Children and Family Resource Centers (CFRCs) (07/01/17 – 06/30/18):

- A. The CFRC model will provide children in grades kindergarten through eight (K-8) with school-based short-term clinical and crisis services. Contractor will:
1. Provide information to school districts regarding the CFRC services.
 - a. Receive calls via the CAHPP phone number, 650-567-KIDS, which will be forwarded to a voicemail and/or the Crisis Hotline. Voicemails will be responded to by a CFRC staff who will provide follow-up, information and referral to the caller based on the concern.
 - b. If the caller/child is from a school district where there is a CFRC, the CFRC staff will make a direct referral to the clinical staff located at the district's CFRC.
 - c. If the caller/child is not from a school district where there is a CFRC, the CFRC staff will provide information and referral to community-based services which will address the caller's concerns/needs.
 2. Receive referrals from the hotline and/or school staff regarding children who are exhibiting behaviors that may increase their risk for entering one or more of the following systems:
 - a. Child Welfare
 - b. Juvenile Justice

- c. Psychiatric Emergency Services
- 3. Screen referred children on the above risk factors and issues that impact social and emotional functioning in their home and school setting.
- 4. Complete a psychosocial assessment and create a treatment plan based on the assessed needs.
- 5. Provide short-term clinical treatment based on the treatment plan including, but not limited to, individual, family and/or group therapy and assist the child/family in meeting the treatment plan goals before closing a case.
 - a. All treatment modalities must be evidence based and indicated to treat identified issue(s).
 - b. Contractor will be responsible for identifying evidence-based treatment models, training staff in the model service delivery and ensuring the fidelity of the models utilized.
- 6. Refer as appropriate for needs that require either higher levels of care or are specialty treatments, in order to meet treatment plan goals.
- 7. Provide on-site school crisis intervention as needed through counseling, intervention, and/or transition to Psychiatric Emergency Services.
- B. Hire, train, and supervise six (6) full-time equivalent clinical staff. Clinical staff must be:
 - 1. Spanish-speaking bilingual
 - 2. Master's level educated
 - 3. In possession of a current and valid license
- C. Staff will be located and provide services on-site at schools within the following school districts Monday – Friday, 8 AM – 5 PM, excluding school holidays:
 - 1. Daly City
 - 2. Pacifica
 - 3. Ravenswood (East Palo Alto)
 - 4. San Bruno
 - 5. San Mateo
 - 6. South San Francisco
- D. Specific school assignments/location sites will be identified based on collaboration between the San Mateo County Office of Education, Human Services Agency, and the school districts.
- E. Contractor will be responsible for developing a Memorandum of Understanding with each school district regarding the CFRCs.

IV. Staff Fingerprint/License Verification Requirement

- A. All direct service staff will be required to submit to a Live Scan background check/professional license verification to Contractor prior to being placed at any school site or providing clinical services.
 - 1. StarVista understands that it must be a Department of Justice approved vendor for Live Scan and background checks in order to perform services under this Agreement.
 - 2. StarVista will require all its employees, subcontractors, volunteers, or agents that work directly with children to be fingerprinted through Live Scan and undergo a background check.

3. StarVista will be responsible for ensuring that all professional licenses are current, valid, and in good standing.
4. StarVista is required to report any neglect, abuse, or violation that involves a child to the County contact listed in this Agreement as soon as they learn of the incident. Notwithstanding Section 5 of this Agreement, failure to report any such incident may result in immediate termination of this Agreement.
5. StarVista will submit, upon execution of this Agreement, a copy of the organization's fingerprinting policies and procedures.

End of Exhibit A

Exhibit B (revised 6/2017) – Rates and Payments

StarVista
Child Abuse Hotline Prevention Program,
Lucky Kids Club and Children and Family Resource Centers
July 1, 2015 – June 30, 2018

In consideration of the services provided by Contractor described in Exhibits A (revised 6/2017) and E and subject to the terms of the Agreement, County shall pay Contractor based on the following fee schedule and terms:

1. For the period of July 1, 2015 through June 30, 2017, the County is in the process of finalizing payments for any outstanding invoices and will have met its financial obligations in full to the Contractor for a total obligation not to exceed \$1,230,092.
2. County shall pay Contractor monthly for actual costs incurred based on the budget in Exhibit B1 (revised 6/2017) upon receipt and approval of itemized invoices. Contractor must submit a detailed invoice which includes costs incurred.
3. County shall have the right to modify or add services and adjust costs accordingly as agreed upon by both parties as long as it does not exceed the total contract obligation.
4. County shall have the option to adjust funds across line items as shown in Exhibit B1 (revised 6/2017) and across fiscal years to meet its project goals as agreed upon by both parties and as approved in writing by the County.
5. Invoices shall be sent electronically to the CFS contract manager (NBourbonnais@smcgov.org). Payments shall be made within forty-five (45) work days upon receipt of Contractor's invoice.
6. In no event shall all services, fees, and taxes exceed **ONE MILLION EIGHT HUNDRED SIXTY NINE THOUSAND EIGHT HUNDRED SIXTY TWO DOLLARS (\$1,869,862)** for the term of the Agreement.
7. County may withhold all or part of Contractor's total payment if the Director of Children and Family Services or his designee reasonably determines that Contractor has not satisfactorily performed the services described in Exhibit A (revised 6/2017) of the Agreement. County will consider Contractor's performance as being satisfactory for the purposes of full payment if Contractor meets at least 90% of each of the targeted outcomes as outlined in Program Monitoring Exhibit E. If the Contractor does not meet at least 90% of each of the targeted outcomes as outlined in Program Monitoring Exhibit E, County may consider the work unsatisfactory and may withhold all or part of Contractor's total payment.
8. All payments under this agreement must directly support services specified in this the agreement. County will give thirty (30) days prior written notice to Contractor of County's intent to withhold payment.
9. If County determines to withhold payment, County will give thirty (30) days' prior written notice to the Contractor of County's intent. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without the thirty (30) day waiting period, upon County's written notice with justification to Contractor.

10. If County withholds payment for unsatisfactory services, County will issue a corrective action plan outlining how to correct services. Contractor will respond to the plan within 10 business days.

End of Exhibit B

Exhibit B1 (revised 6/2017)

Program Name: CFRC					
FY 17-18					
Line Item	Total Program Budget	Funding Request (detail how funds will be spent per line item)			
Revenue					
Cities	\$ 38,138				
First 5 San Mateo County	\$ 1,553,961				
HSA funding (amount requested)	\$ 639,770	\$ 639,770			
County of San Mateo: Human Services Agency, Probation, Police Depts., Health System, Measure A	\$ 7,476,918				
<i>Federal Grant- Dept. of Health and Human Services</i>	\$ 200,000				
Fees for Services	\$ 679,160				
Fundraising- Individuals and Events	\$ 586,300				
Foundations/Corporate Grants	\$ 793,973				
School Contracts	\$ 656,800				
Other Income/Miscellaneous	\$ 283,204				
Total Revenue	\$ 12,908,224	\$ 639,770			
STAFFING DETAILS					
general units - units funded partially or wholly via the funding requested under this contract					
STAFFING DETAILS					
Expense					
Direct Personnel Expense	Full Cost	Cost to this Contract	% Attributed this Contract	cost for these FTE	
Program Director	\$ 67,392	\$ 67,392	1.000	\$ 67,392	
Supervision	\$ 5,624	\$ 5,624	1.000	\$ 5,624	
Program Coordinator/ Mental Health Clinician	\$ 60,320	\$ 60,320	1.000	\$ 60,320	
Mental Health Clinicians	\$ 58,240	\$ 58,240	1.000	\$ 58,240	
Mental Health Clinicians	\$ 58,240	\$ 58,240	1.000	\$ 58,240	
Mental Health Clinicians	\$ 58,240	\$ 58,240	1.000	\$ 58,240	
Mental Health Clinicians	\$ 58,240	\$ 58,240	1.000	\$ 58,240	
Mental Health Clinicians	\$ 58,240	\$ 58,240	1.000	\$ 58,240	
Department Director	\$ 95,020	\$ 4,751	0.050	\$ 4,751	
Clinical Director	\$ 124,800	\$ 3,120	0.025	\$ 3,120	
All other	\$ 6,123,804	\$ -			
Benefits (Direct Labor)	\$ 1,895,085	\$ 112,426		\$ 112,426	
subtotal personnel	\$ 8,663,245	\$ 544,833	8.075	\$ 544,833	
Operating Expenses					
Supplies/Telephone/Internet/Printing/Postage	\$ 406,400	\$ 8,600			
Employee Costs/Mileage Reimbursement/Training	\$ 185,705	\$ 10,500			
Facilities & Equipment: Office Rent/Maintenance/Utilities/Security	\$ 981,716	\$ 14,551			
Americorps Workers/Interns/Volunteer Costs	\$ 18,467	\$ -			
Professional Services & Fees	\$ 301,850	\$ -			
Client Costs: Rent/Utilities/Food/Transportation/Drug testing/Other	\$ 300,000	\$ -			
Other/Misc.	\$ 149,900	\$ 3,125			
less sub-contractors Daly City Partnership	\$ 67,906	\$ -			
less sub-contractors Legal Aid Society SMC	\$ 71,870	\$ -			
subtotal operating expenses	\$ 2,483,814	\$ 36,776			
Admin Expense					
Administrative expense (note costs are pooled and allocated to sites; not allocated to sites by admin overhead and accounting)	\$ -	\$ -			
Administrative Indirect	\$ 1,761,165	\$ 58,161			
subtotal admin expense	\$ 1,761,165	\$ 58,161			
Total Expenses	\$ 12,908,224	\$ 639,770			

Exhibit E – Program Outcomes and Monitoring Requirements

StarVista
 Child and Adolescent Hotline Prevention Program,
 Lucky Kids Club and Children and Family Resource Centers
 July 1, 2015 – June 30, 2018

I. PROGRAM MONITORING AND OUTCOMES

Contractor agrees to meet the following performance measure(s) and outcomes for the period of July 1, 2017 – June 30, 2018. All previous performance measures for July 1, 2015 – June 30, 2016 remain unchanged. Performance measures and outcomes may be modified based on written agreement between County and Contractor.

Community Impact – Program Outcome	FY 2017-18 Projected
Of those children served through the Children and Family Resource Centers and who are at-risk for entry into one or more of the following systems: Child Welfare, Juvenile Justice, and Psychiatric Emergency Services, based on the provider’s interventions and treatments, the percentage of children who will be prevented from entry into one or more of the identified higher level of care system(s) within the school year.	75%
Quantitative Measures	FY 2017-18 Projected
Number of children served through the Children and Family Resource Centers (duplicated/unduplicated).	1,700/950
Of those children referred for clinical services, the percentage who will be contacted within 2 school days of the referral to schedule the mental health screening and assessment.	85%
Of those children referred for clinical services, the percentage who will receive a complete psychosocial assessment of the child and family by the 4th session and a complete service plan for by the 5th session.	85%
Qualitative Measure	FY 2017-18 Projected
Based on the provider’s reassessment, the percentage of children with treatment plans who will demonstrate improvement in one or more areas of concern as shown by attainment of treatment plan goal(s).	75%

II. REPORTING

A. Contractor will be responsible for collecting, entering, tracking and reporting the data for program participants and outcome measures related to the services provided by Contractor in an electronic database system that adheres to HIPPA and other privacy requirements and is approved by the Children and Family Services Contract Manager.

- B. Contractor will submit monthly, quarterly, and year-end reports to the Human Services Agency in a format as specified by the HSA. Contractor will submit reports based on due dates in the below sections to the CFS Contract Manager (NBourbonnais@smcgov.org).
- C. Reports will include, at a minimum, the following information but, based on the County's need for information, may include additional data:
 - 1. Updates on all measures in section I.
 - 2. The number of children served at the CFRC locations
 - a. Total and unduplicated, aggregate and per site
 - 3. Number/Percentage of children who were at-risk of entering:
 - a. Child Welfare
 - b. Juvenile Justice
 - c. Psychiatric Emergency Services
 - d. Multiple Systems
 - 4. Number/Percentage of children who were prevented from entering a higher level of care due to the CFRC intervention:
 - a. Child Welfare
 - b. Juvenile Justice
 - c. Psychiatric Emergency Services
 - d. Multiple Systems
- D. Monthly Measure K Reports are to be submitted by the 23rd day of each month.
- E. Quarterly Reports are to be submitted by the following dates:

October 15, 2017 | January 15, 2018 | April 15, 2018 | July 15, 2018
- F. Six-month narrative and activity report is to be submitted by: *October 15, 2017*
- G. Year-end narrative and activity report to be submitted by: *July 15, 2018*

End of Exhibit E

Attachment H

Health Insurance Portability and Accountability Act (HIPAA) Business Associate Requirements

DEFINITIONS

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations (CFR) sections 160.103, 164.304, and 164.501. All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.

- a. **Business Associate.** "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR 160.103, and in reference to the parties to this agreement shall mean Contractor.
- b. **Covered Entity.** "Covered entity" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement shall mean County.
- c. **HIPAA Rules.** "HIPAA rules" shall mean the Privacy, Security, Breach Notification and Enforcement Rules at 45 CFR part 160 and part 164, as amended and supplemented by Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009.
- d. **Designated Record Set.** "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
- e. **Electronic Protected Health Information.** "Electronic Protected Health Information" (EPHI) means individually identifiable health information that is transmitted or maintained in electronic media; it is limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- f. **Individual.** "Individual" shall have the same meaning as the term "individual" in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- g. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- h. **Protected Health Information.** "Protected Health Information" (PHI) shall have the same meaning as the term "protected health information" in Section 160.103 and is limited to the information created or received by Business Associate from or on behalf of County.
- i. **Required By Law.** "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.
- j. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- k. **Breach.** The acquisition, access, use, or disclosure of PHI in violation of the Privacy Rule that compromises the security or privacy of the PHI and subject to the exclusions set forth in Section 164.402. Unless an exception applies, an impermissible use or disclosure of PHI *is presumed* to be a breach, unless it can be demonstrated there is a low

probability that the PHI has been compromised based upon, at minimum, a four-part risk assessment:

1. Nature and extent of PHI included, identifiers and likelihood of re-identification;
 2. Identity of the unauthorized person or to whom impermissible disclosure was made;
 3. Whether PHI was actually viewed or only the opportunity to do so existed;
 4. The extent to which the risk has been mitigated.
- l. **Security Rule.** "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.
- m. **Unsecured PHI.** "Unsecured PHI" is protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary in relevant HHS guidance.
- n. **Security Incident.** "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system. "Security Incident" includes all incidents that constitute breaches of unsecured protected health information.

OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

- a. Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.
- b. Business Associate agrees to use appropriate safeguards to comply with Subpart C of 45 CFR part 164 with respect to EPHI and PHI, and to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Business Associate agrees to make uses and disclosures requests for Protected Health Information consistent with minimum necessary policy and procedures.
- d. Business Associate may not use or disclose protected health information in a manner that would violate subpart E of 45 CFR part 164.504 if used or disclosed by Covered Entity.
- e. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.
- f. Business Associate agrees to report to County any use or disclosure of Protected Health Information not authorized by this Agreement.
- g. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of County, agrees to adhere to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- h. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.

- i. If Business Associate has Protected Health Information in a Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- j. Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of County, available to the County at the request of County or the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- k. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- l. Business Associate agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (k) of this Schedule, in order to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- m. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of County.
- n. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- o. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- p. Business Associate shall report to County any Security Incident within three (3) business days of becoming aware of such incident. Business Associate shall also facilitate breach notification(s) to the appropriate governing body (i.e. HHS, OCR, etc.) as required by law. As appropriate and after consulting with County, Business Associate shall also notify affected individuals and the media of a qualifying breach.
- q. Business Associate understands that it is directly liable under the HIPAA rules and subject to civil and, in some cases, criminal penalties for making uses and disclosures of Protected Health Information that are not authorized by this Attachment, the underlying contract as or required by law.

PERMITTED USES AND DISCLOSURES BY CONTRACTOR AS BUSINESS ASSOCIATE

Except as otherwise limited in this Schedule, Business Associate may use or disclose Protected Health Information 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.

OBLIGATIONS OF COUNTY

- a. County shall provide Business Associate with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- c. County shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that County has agreed to in accordance with Section 164.522.

PERMISSIBLE REQUESTS BY COUNTY

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

DUTIES UPON TERMINATION OF AGREEMENT

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

MISCELLANEOUS

- a. **Regulatory References.** A reference in this Schedule to a section in the HIPAA 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 the Health Insurance Portability and Accountability Act, Public Law 104-191.

- c. **Survival.** The respective rights and obligations of Business Associate under this Schedule shall survive the termination of the Agreement.
- d. **Interpretation.** Any ambiguity in this Schedule 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 Business Associate.

Attachment P

Personally Identifiable Information

Requirements for County Contractors, Subcontractors, Vendors and Agents

I. Definitions

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

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

II. Restrictions on Contractor re Use and Disclosure of PII

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

III. Use of Safeguards by Contractor to Protect PII

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

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

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

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

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

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

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

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

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

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

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

V. Permitted Uses and Disclosures of PII by Contractor

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

VI. Obligations of County

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

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

VII. Permissible Requests by County

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

VIII. Duties Upon Termination of Agreement

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

IX. Miscellaneous

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