

**AMENDMENT TO AGREEMENT  
BETWEEN THE COUNTY OF SAN MATEO AND  
DALY CITY PENINSULA PARTNERSHIP COLLABORATIVE**

THIS THIRD AMENDMENT TO THE AGREEMENT, entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and **DALY CITY PENINSULA PARTNERSHIP COLLABORATIVE**, hereinafter called "Contractor";

W I T N E S S E T H:

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

WHEREAS, On February 12, 2013, the parties entered into an agreement (“Agreement”) for Differential Response case management (DR) services for the Northern Region of San Mateo County services, resolution #072377, for the term of January 1, 2013 through December 31, 2015, in the amount of \$1,207,500; and

WHEREAS, on March 19, 2014, the parties amended the Agreement to add 3% Cost of Living Adjustment as approved by your Board of Supervisors, resolution #072915, in the amount of \$24,151 for a new total obligation of \$1,231,651; and

WHEREAS, the parties further amended the Agreement for continuation of DR services and extended the term through June 30, 2017, increasing the amount by \$630,154 to total amount of \$1,861,805; and

WHEREAS, the parties wish to further amend the Agreement for continuation of DR services, extending the term through October 31, 2017, increasing the amount by \$138,361 for a total amount not to exceed \$2,000,166.

**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 A1 –Program Description
  - Exhibit B1 – Scope of Work
  - Exhibit C2– **Payment Schedule** (Revised June 2017) - **New**
  - Exhibit C3– **Budget for January 16 through October 31 2017** (Revised June 2017) - **New**
  - Exhibit D1– **Program Monitoring** (Revised June 2017) - **New**
  - Exhibit E1-Differential Response – Referral Process

Exhibit F – 504 Compliance  
Exhibit G – Contractor’s Declaration Form  
Exhibit H – Child Abuse Prevention and Reporting  
Exhibit I – Fingerprinting Certification  
Attachment P – **Personally Identifiable** Information Requirements for County Contractors, Subcontractors, Vendors and Agents -**New**

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

In consideration of the payments set forth herein and in Exhibits C2 (Revised June 2017) and C3 (Revised June 2017), Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibits A1, B1, D1(Revised June 2017), and E1.

3. Section 3- **Payments** 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 A1, B1 D1(Revised June 2017) and E1, County shall make payments to Contractor based on the rates and in the manner specified in C2 (Revised June 2017) and C3 (Revised June 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 **TWO MILLION ONE HUNDRED AND SIXTY SIX DOLLARS (\$2,000,166)**. 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.

4. Paragraph 17 - **Compliance with Living Wage** is hereby added to the Agreement 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

5. **Exhibit C1 - Budget for FY2013-2015** is hereby deleted in its entirety.

6. **Exhibit C2 -Payment Schedule** is hereby replaced in its entirety with Exhibit C2 - Payment Schedule (Revised June 2017) in its entirety and is attached hereto and incorporated by reference herein.

7. **Exhibit C3 - Budget for January 16 through June 30, 2017** is hereby replaced in its entirety with Exhibit C3 -Budget for January 16 through October 31 2017(Revised June 2017) in its entirety and is attached hereto and incorporated by reference herein.

8. **Exhibit D1 - Program Monitoring** is hereby replaced in its entirety with Exhibit D1 – Program Monitoring (Revised June 2017) in its entirety and is attached hereto and incorporated by reference herein.
9. **Attachment P**— Personally Identifiable Information Requirements for County Contractors, Subcontractors, Vendors and Agents, is added to the Agreement and attached.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **January 1, 2013 through October 31, 2017.**

**All other terms and conditions of the Agreement dated February 12, 2013 and subsequent amendments between the County and Contractor shall remain in full force and effect.**

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

For Contractor: Daly City Peninsula Partnership Collaborative

_____ <b>See Attached</b> _____	_____ <b>See Attached</b> _____	_____ <b>See Attached</b> _____
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

8. **Exhibit D1 - Program Monitoring** is hereby replaced in its entirety with Exhibit D1 – Program Monitoring (Revised June 2017) in its entirety and is attached hereto and incorporated by reference herein.
9. **Attachment P— Personally Identifiable Information Requirements for County Contractors, Subcontractors, Vendors and Agents**, is added to the Agreement and attached.

Subject to compliance with all terms and conditions, the term of this Agreement shall be from **January 1, 2013 through October 31, 2017.**

**All other terms and conditions of the Agreement dated February 12, 2013 and subsequent amendments between the County and Contractor shall remain in full force and effect.**

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

For Contractor: Daly City Peninsula Partnership Collaborative

Pat Bohm  
Contractor Signature

5-10-2017  
Date

Pat Bohm  
Contractor Name (please print)  
*Executive Director*

---

COUNTY OF SAN MATEO

By: \_\_\_\_\_  
President, Board of Supervisors, San Mateo County

Date: \_\_\_\_\_

**EXHIBIT C2 (Revised June 2017)**

**Payment Schedule  
North Differential Response**

In consideration for the services provided by the Contractor pursuant to this Agreement and subject to the provisions of paragraph two of this Agreement herein, County will pay Contractor in the manner described below, unless otherwise specifically authorized by the Children and Family Services Director or his designee:

1. Contractor shall invoice County monthly for actual expenditures as shown for July 1, 2017 through October 31, 2017. Contractor must provide detailed invoice on a format as specified by the County. Contractor may transfer funds within personnel and operating expenses. Transfer of funds between personnel and operating expenses require the approval of the CFS Program Manager.

**a. Funds are distributed as follows for FY 2017-18:**

<b>Fiscal Year</b>	<b>Amount</b>	<b>Term</b>
FY2017-18	\$ 138,361	(July 1, 2017 – October 31, 2017)

**b. Prior Year Funding for Fiscal Years 2013-2017:**

<b>Fiscal Year</b>	<b>Amount</b>	<b>Term</b>
FY2012-13	\$201,250	(January 1, 2013 – June 30,2013 – 50% of Year)
FY2013-14	\$402,500	(July 1, 2013 – June 30,2014)
FY2014-15	\$402,500	(July 1, 2014 – June 30, 2015)
FY2015-16	\$201,250	(July 1, 2015 – December 31, 2015)
FY2015-16	\$201,250	(January 1, 2016 – June 30, 2016)
FY2016-17	\$414,575	(July 1, 2016 – June 30, 2017)

**c. Cost of Living Adjustment payments for prior Fiscal Years 2013-2017:**

<b>Fiscal Year</b>	<b>Amount</b>	<b>Term</b>
FY2013-14	\$6,038	(July 1, 2013 – June 30,2014)
FY2014-15	\$12,075	(July 1, 2014 – June 30, 2015)
FY2015-16	\$6,038	(July 1, 2015 – December 31, 2015)
FY2015-16	\$6,038	(January 1, 2016 – June 30, 2016)
FY2016-17	\$8,291	(July 1, 2016 – June 30, 2017)

2. Total costs will not exceed **TWO MILLION ONE HUNDRED AND SIXTY SIX DOLLARS (\$2,000,166)** for the term of the Agreement. All payments under this Agreement must directly support services specified in Exhibit B1 of this Agreement.
3. County reserves the right to withhold payments if County determines that the quality or quantity of the work performed is unacceptable. Should County withhold payment for unacceptable work, the County will notify the contractor in writing of work that is unacceptable along with a corrective action plan. Contractor shall have 10 business days to respond to County.

Failure to respond or correct work may result in disallowed costs. The County is not responsible for paying Contractor for services not performed within or outside the terms and conditions of the Agreement. Failure to respond and correct the work may also result in termination of the Agreement. County will consider Contractor's performance as being acceptable for the purposes of full payment if Contractor meets at least 90% of each of the targeted outcomes as outlined in Program Monitoring Exhibit D1 (Revised June 2017) b, c and g.

4. Invoices shall be sent electronically to [HSA-CFScontracts@smcgov.org](mailto:HSA-CFScontracts@smcgov.org) with a copy to the CFS contract manager. Payments shall be made within thirty (30) workdays upon receipt of Contractor's invoice.
5. Provision of services is subject to availability of State funds and acceptable program performance. In the event that the County does not receive the adequate funding from the State, the Agreement may be re-negotiated and/or rescinded.

**(End of Exhibit C2)**

**EXHIBIT C3 (Revised June 2017)**

**Budget – Daly City Peninsula Partnership  
North Differential Response  
January 1, 2016 through October 31, 2017**

<b>Expenses</b>	<b>Cost for FY 2017-2018</b>
<b>Direct Personnel Expenses</b>	
Program Manager (note this position splits time with CORE Agency.)	\$20,065
Community Worker II	\$18,793
Community Worker	\$16,148
Community Worker	\$16,148
Community Worker	\$13,838
Community Worker-	\$13,838
Intake Coordinator (Job Share with CORE agency)	\$2,508
Payroll Taxes, Workers Comp	\$7,920
Benefits (Direct Labor)	\$13,557
<b>Subtotal Personnel</b>	<b>\$122,814</b>
<b>Operating Expenses</b>	
Supplies	\$1,000
Rent (IN KIND)	\$0
Utilities (IN KIND)	\$0
Phones	\$2,167
Mileage Reimbursement	\$2,167
Materials / Printing	\$0
Equipment	\$62
Training	\$0
Miscellaneous	\$31
Outside Svcs/Clean & Supp	\$243
<b>Subtotal Operating Expenses</b>	<b>\$5,670</b>
<b>Administrative Expenses</b>	
Administrative expense ( <i>note costs are pooled and allocated to sites; not allocated to sites by admin overhead and accounting</i> )	\$9,878
<b>Subtotal Administrative Expenses</b>	<b>\$9,878</b>
<b>Total Expenses</b>	<b>\$138,361</b>

**(End of Exhibit C3)**



**EXHIBIT D1 (Revised June 2017)**  
**Program Monitoring**  
**North Differential Response**

**PROGRAM MONITORING**

1. Contractor agrees to meet the following performance measure(s) and outcomes:

<b>Performance Measure(s)</b>				
<b>Measure</b>	<b>FY 2014-15 Actual</b>	<b>FY 2015-16 Actual</b>	<b>FY 2016-17 Projected</b>	<b>FY 2017-18 Projected</b>
Maintain the percentage of children without a substantiated re-referral to Children and Family Services concerning child safety.	95%	95%	95%	95%

<b>Outcome</b>	<b>Six Month Goal</b>
a. For Path 1, Contractor will make contact or attempt, face-to-face with families within 10 days of Multi-Disciplinary Team (MDT) meetings.  For Path 2, Contractor will contact the assigned Social Worker to schedule joint response within 24 hours of the MDT meetings.	100%
b. Contractor will attempt at least three times (must include one home visit or face, one phone call, one letter) to schedule a face-to-face meeting with Path 1 and families within 30 days of MDT meetings. If unsuccessful in scheduling a face-to-face meeting, cases will be closed.	100%
c. Percent of engaged families who will have a completed pre-first visit and asses and case plan within 45 days of the MDT meetings.	100%
d. Percent of Path 1 families engaged in services. Engagement for Path 1 is defined as family has completed a first visit and assessment (FAST) and was provided at least one referral or linkage to service.	50%
e. Percent of Path 2 families engaged in services. Engagement for Path 2 is defined as engaged in case management services.	70%
f. Percent of engaged families who are connected to community resources that address identified family needs at case closing. Families can be connected by information and referral and have a clear understanding of how they can access that community resource or family can be actively engaged in community services.	95%
g. Percent of engaged families who have completed a pre and post family assessment and have shown improvement in family functioning as shown by partial or completed attainment of service plan goals.	75%
h. Absence of re-referrals after 30 days of initial report.	80%
i. Absence of recurrence of maltreatment within 6 months (substantiated reports).	95%

2. Contractor will be responsible for submitting quarterly and six month narrative reports as well as a six month financial report.
  - a. Quarterly Activity Reports are to be submitted by the following dates:  
April 15, 2016 | July 31, 2016 | October 15, 2016 | January 31, 2017  
April 15, 2017 | July 31, 2017 | October 15, 2017 |
  - b. Six-month report is to be submitted by:  
July 31, 2016 | July 31, 2017
  - c. Year-end reports and year-end financial reports are to be submitted by:  
January 31, 2017 | July 31, 2017 | October 15, 2017
3. Reports will be submitted electronically to [HSA-CFScontracts@smcgov.org](mailto:HSA-CFScontracts@smcgov.org) with a copy to the CFS contract manager.
4. Accompanying the six-month report, Contractor will submit electronically to [HSA-CFScontracts@smcgov.org](mailto:HSA-CFScontracts@smcgov.org) with a copy to the CFS contract manager a roster of the Board of Directors and meeting dates.
5. Contractor will submit a financial audit, as soon as it becomes available, electronically to [HSA-CFScontracts@smcgov.org](mailto:HSA-CFScontracts@smcgov.org) with a copy to the CFS contract manager.
6. County will conduct site visit during the term of the Agreement to review all aspects of program operations and review Contractor's documentation related to case management. This site visit will be arranged in advance with Daly City Peninsula Partnership Collaborative.

(End of Exhibit D1)

**Attachment P**  
**Personally Identifiable Information**

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

**I. Definitions**

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

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

**II. Restrictions on Contractor re Use and Disclosure of PII**

- a. Contractor agrees to use or disclose PII only as permitted in this Agreement and only to assist in the administration of programs in accordance with 45 CFR § 205.50, *et seq.* and California Welfare & Institutions Code section 10850 or as otherwise authorized or required by law. Disclosures, when authorized or required by law, such as in response to a court order, or when made upon the explicit written authorization of the individual, who is the subject of the PII, are allowable. Any other

use or disclosure of PII requires the express approval in writing by the County. No Contractor shall duplicate, disseminate or disclose PII except as allowed in this Agreement.

- b. Contractor agrees to only use PII to perform administrative functions related to the administration of County programs to the extent applicable.
- c. Contractor agrees that access to PII shall be restricted to Contractor's staff who need to perform specific services in the administration of County programs as described in this Agreement.
- d. Contractor understands and agrees that any of its staff who accesses, discloses or uses PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions available under applicable Federal and State laws and regulations

### **III. Use of Safeguards by Contractor to Protect PII**

- a. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides PII received from, or created or received by Contractor on behalf of County, agrees to adhere to the same restrictions and conditions contained in this Attachment PII.
- b. Contractor agrees to advise its staff who have access to PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable Federal and State laws and regulations.
- c. Contractor agrees to train and use reasonable measures to ensure compliance by Contractor's staff, including, but not limited to (1) providing initial privacy and security awareness training to each new staff within thirty (30) days of employment; (2) thereafter, providing annual refresher training or reminders of the PII privacy and security safeguards to all Contractor's staff; (3) maintaining records indicating each Contractor's staff name and the date on which the privacy and security awareness training was completed; and (4) retaining training records for a period of three (3) years after completion of the training.
- d. Contractor agrees to provide documented sanction policies and procedures for Contractor's staff who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment when appropriate.
- e. Contractor agrees that all Contractor's staff performing services under this Agreement sign a confidentiality statement prior to accessing PII and annually thereafter. The signed statement shall be retained for a period of three (3) years, and the statement include at a minimum: (1) general use; (2) security and privacy safeguards; (3) unacceptable use; and (4) enforcement policies.
- f. Contractor agrees to conduct a background check of Contractor's staff before they may access PII with more thorough screening done for those employees who are authorized to bypass significant technical and operational security controls. Contractor further agrees that screening documentation shall be retained for a period of three (3) years following conclusion of the employment relationship.
- g. Contractor agrees to conduct periodic privacy and security reviews of work activity, including random sampling of work product by Contractor's staff by management level personnel who are knowledgeable and experienced in the areas of privacy and

information security in the administration of County's programs and the use and disclosure of PII. Examples include, but are not limited to, access to data, case files or other activities related to the handling of PII.

- h. Contractor shall ensure that PII is used and stored in an area that is physically safe from access by unauthorized persons at all times and safeguard PII from loss, theft, or inadvertent disclosure by securing all areas of its facilities where Contractor's staff assist in the administration of the County's programs and use, disclose, or store PII.
- i. Contractor shall ensure that each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee of Contractor and access is revoked.
- j. Contractor shall ensure that there are security guards or a monitored alarm system at all times at Contractor's facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.
- k. Contractor shall ensure that data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only those authorized by this Agreement. Visitors to any Contractor data centers area storing PII as a result of administration of a County program must be escorted at all times by authorized Contractor's staff.
- l. Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which Contractor staff can transport PII, as well as the physical security requirements during transport.
- m. Contractor shall ensure that any PII stored in a vehicle shall be in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.
- n. Contractor shall ensure that PII shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- o. Contractor shall ensure that all workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- p. Contractor shall ensure that servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- q. Contractor agrees that only the minimum necessary amount of PII required to perform required business functions will be accessed, copied, downloaded, or exported.

- r. Contractor shall ensure that all electronic files, which contain PII data is encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- s. Contractor shall ensure that all workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily. In addition, Contractor shall ensure that:
  - i. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
  - ii. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
  - iii. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
  - iv. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- t. Contractor shall ensure that all of its staff accessing Personally Identifiable Information on applications and systems will be issued a unique individual password that is a least eight (8) characters, a non-dictionary word, composed of characters from at least three (3) of the following four (4) groups from the standard keyboard: upper case letters (A-Z); lower case letters (a-z); Arabic numerals (0-9) and special characters (!, @, #, etc.). Passwords are not to be shared and changed if revealed or compromised. All passwords must be changed every (90) days or less and must not be stored in readable format on the computer or server.
- u. Contractor shall ensure that usernames for its staff authorized to access PII will be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
- v. Contractor shall ensure when no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the Personally Identifiable Information cannot be retrieved.
- w. Contractor shall ensure that all of its systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- x. Contractor shall ensure that all of its systems providing access to PII must display a warning banner stating, at a minimum that data is confidential; systems are logged, systems use is for business purposes only by authorized users and users shall log off the system immediately if they do not agree with these requirements.
- y. Contractor will ensure that all of its systems providing access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII. The audit trail shall be date and time stamped; log both successful and failed accesses be read-access only; and be restricted to authorized users. If PII is stored in a database, database logging functionality shall be enabled. The audit trail data shall be archived for at least three (3) years from the occurrence.

- z. Contractor shall ensure that all of its systems providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- aa. Contractor shall ensure that all data transmissions of PII outside of its secure internal networks must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used. Encryption can be end to end at the network level, or the data files containing PII can be encrypted. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- bb. Contractor shall ensure that all of its systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.
- cc. Contractor shall ensure that audit control mechanisms are in place. All Contractor systems processing and/or storing Personally Identifiable Information must have a least an annual system risk assessment/security review that ensure administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection. Review shall include vulnerability scanning tools.
- dd. Contractor shall ensure that all of its systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.
- ee. Contractor shall ensure that all of its systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.
- ff. Contractor shall establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
- gg. Contractor shall ensure its data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- hh. Contractor shall establish documented procedures to backup PII to maintain retrievable exact copies of PII. The documented backup procedures shall contain a schedule which includes incremental and full backups, storing backups offsite, inventory of backup media, recovery of PII data, an estimate of the amount of time needed to restore PII data.
- ii. Contractor shall ensure that PII in paper form shall not be left unattended at any time, unless it is locked space such as a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information. Locked spaces are defined as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use, meaning that there are Contractor's staff and non-Contractor functions in one building in work areas that are not securely segregated from each other. It is

recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.

- jj. Contractor shall ensure that any PII that must be disposed of will be through confidential means, such as cross cut shredding or pulverizing.
- kk. Contractor agrees that PII must not be removed from its facilities except for identified routine business purposes or with express written permission of the County.
- ll. Contractor shall ensure that faxes containing PII shall not be left unattended and fax machines shall be in secure areas. Faxes containing PII shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender. All fax numbers shall be verified with the intended recipient before send the fax.
- mm. Contractor shall ensure that mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery.

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

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

#### **V. Permitted Uses and Disclosures of PII by Contractor**

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

#### **VI. Obligations of County**

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with California Welfare and Institutions Code section 10850, as well as any changes to such notice.



- b. County shall notify Contractor of any changes in, or revocation of, permission by Individual to use or disclose PII, if such changes affect Contractor's permitted or required uses and disclosures.
- c. County shall notify Contractor of any restriction to the use or disclosure of PII that County has agreed to in accordance with California Welfare and Institutions Code section 10850.

#### **VII. Permissible Requests by County**

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

#### **VIII. Duties Upon Termination of Agreement**

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

#### **IX. Miscellaneous**

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