

Agreement No. 70100-22-R\_\_\_\_\_

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND 22<sup>ND</sup> CENTURY TECHNOLOGIES, INC.**

This Agreement is entered into this date \_\_\_\_\_, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and 22<sup>nd</sup> Century Technologies, Inc., hereinafter called "Contractor."

\* \* \*

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing contingency staffing services.

**Now, therefore, it is agreed by the parties to this Agreement as follows:**

**1. Exhibits and Attachments**

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

Exhibit A—Services  
Exhibit B—Payments and Rates  
Exhibit C—Performance and Reports  
Attachment P – Personally Identifiable Information  
Attachment S – Confidentiality, Privacy and Security

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

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

**3. Payments**

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibit B. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **SEVEN HUNDRED FIFTY THOUSAND DOLLARS (\$750,000)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the

amount owed by the County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

#### **4. Term**

Subject to compliance with all terms and conditions, the term of this Agreement shall be from December 1, 2021 through November 30, 2024.

#### **5. Termination**

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

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

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

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

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

#### **7. Relationship of Parties**

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither

Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

**8. Hold Harmless**

**a. General Hold Harmless**

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

(A) injuries to or death of any person, including Contractor or its employees/officers/agents;

(B) damage to any property of any kind whatsoever and to whomsoever belonging;

(C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or

(D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

**9. Assignability and Subcontracting**

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

**10. Insurance**

**a. General Requirements**

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain

such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

**b. Workers' Compensation and Employer's Liability Insurance**

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

**c. Liability Insurance**

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

(a) Comprehensive General Liability...	\$1,000,000
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County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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

**11. Compliance With Laws**

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

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

### **a. General Non-discrimination**

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

### **b. Equal Employment Opportunity**

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

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

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

### **d. Compliance with County's Equal Benefits Ordinance**

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting

discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

**e. Discrimination Against Individuals with Disabilities**

The nondiscrimination requirements of 41 C.F.R. 60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

**f. History of Discrimination**

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of the County.

**g. Reporting; Violation of Non-discrimination Provisions**

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

#### **h. Compliance with Living Wage Ordinance**

As required by Chapter 2.88 of the San Mateo County Ordinance Code, Contractor certifies all contractor(s) and subcontractor(s) obligated under this contract shall fully comply with the provisions of the County of San Mateo Living Wage Ordinance, including, but not limited to, paying all Covered Employees the current Living Wage and providing notice to all Covered Employees and Subcontractors as required under the Ordinance.

#### **13. Compliance with County Employee Jury Service Ordinance**

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply unless this Agreement's total value listed in the Section titled "Payments", exceeds two-hundred thousand dollars (\$200,000); Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value exceeds that threshold amount.

#### **14. Retention of Records; Right to Monitor and Audit**

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and

documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

**15. Merger Clause; Amendments**

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

**16. Controlling Law; Venue**

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

**17. Notices**

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via facsimile to the telephone number listed below or transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Danette Betancourt, Human Resources Manager  
Address: 1 Davis Dr., Belmont, CA 94002  
Telephone: 650-802-7571  
Email: [DTbetancourt@smcgov.org](mailto:DTbetancourt@smcgov.org)

In the case of Contractor, to:

Name/Title: Sandeep Singh, Account Manager  
Address: 8251 Greensboro Drive, Suite 900, McLean, VA 22102  
Telephone: 888-998-7284  
Email: [govt@tscti.com](mailto:govt@tscti.com)



**18. Electronic Signature**

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

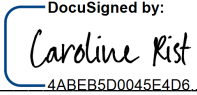
**19. Payment of Permits/Licenses**

Contractor bears responsibility to obtain any license, permit, or approval required from any agency for work/services to be performed under this Agreement at Contractor's own expense prior to commencement of said work/services. Failure to do so will result in forfeit of any right to compensation under this Agreement.

\* \* \*

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

For Contractor: 22<sup>ND</sup> CENTURY TECHNOLOGIES, INC.

<small>DocuSigned by:</small>  <small>4ABEB5D0045E4D6...</small>	11/3/2021   1:00 PM PDT	Caroline Rist
Contractor Signature	Date	Contractor Name (please print)

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COUNTY OF SAN MATEO

By:  
President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:  
Clerk of Said Board

**Exhibit A - Services**

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

The purpose of this Agreement is to provide a variety of accounting and administrative/clerical temporary staffing professionals on an as needed basis to quickly fulfill the County's short-term needs. County staff will be referred to as "County" and Contractor's staff will be referred to as "candidates" or "contingent staff".

**A. Contractor Contacts** for Staffing Requests and Customer Services Issues (Human Resources, Account Management) are:

	Name/Title	Phone	Email
Assignment Fill Request:	Sandeep Singh/Account Manager	888-998-7284	<a href="mailto:response@tscti.com">response@tscti.com</a>
HR and Account Management:	Sandeep Singh/Account Manager	888-998-7284	<a href="mailto:govt@tscti.com">govt@tscti.com</a>
Billing:	Shiv Kumar/Manager	888-998-7284	<a href="mailto:accounts@tscti.com">accounts@tscti.com</a>

**B. County Contacts** for Staffing Requests. Requests for staffing may only be authorized by the following County employees:

Danette Betancourt, Human Resources Manager [Dtbetancourt@smcgov.org](mailto:Dtbetancourt@smcgov.org)

Yvonne Kollings, Financial Services Manager II [YKollings@smcgov.org](mailto:YKollings@smcgov.org)

Maggie Wong, Financial Services Manager II [Mrwong@smcgov.org](mailto:Mrwong@smcgov.org)

Heidi Aten, Financial Services Manager II [Haten@smcgov.org](mailto:Haten@smcgov.org)

Karla Letana, Financial Services Manager I [Kletana@smcgov.org](mailto:Kletana@smcgov.org)

**C. Services to Be Provided, Contractor will:**

- 1) Respond to County's request to fill an assignment within 1-business day. Contractor will provide a minimum of 4 candidates (resumes) to the County within 5 business days of the request. County will provide assignment scope to Contractor. Contractor will ensure candidates are skilled, have passed Contractor's background check, and are ready to start assignment upon County selection approval. Assignment may be filled by positions including, but not limited to Finance, Accounting, Administrative and Clerical.

- 2) Contractor will only accept requests to fill positions from the County contacts listed shown in paragraph B above.
- 3) Provide a single point of contact to County who will fulfill request, resolve any customer service or Human Resources issues, and billing questions. Contractor must notify the County in writing within 24-hours of any changes made to the contact information shown in paragraph A above.
- 4) Respond to problems/issues documented and reported by County within 2 hours of receipt. This includes issues related to Human Resources, contingent staff performance or account management. Contractor will provide County with a corrective action plan within 1 business day of reported issue to include a resolution and timeline. The plan and resolution will be developed by Contractor and must be approved by County in writing prior to implementation. In the event a replacement staff is necessary, Contractor will provide a minimum of 3 candidates to County ready to start the assignment within 1 business day. Upon issue resolution, Contractor will schedule a follow-up with County to review the incident, confirm satisfaction, and discover ways in which the process might be improved for the future.
- 5) Protect County from co-employment claims by keeping all contingent staff data and records separate from County systems and records.
- 6) Conduct background and reference checks of staff that are referred to County.
- 7) Ensure candidate will be available to work regularly onsite. Specific hours worked will vary depending on each assignment, but the typical hours are Monday through Friday, 8AM to 5PM. There may be requirements for evening, weekend, and overtime work. Weekend work shall be defined as Saturday and Sunday. Overtime shall be defined as hours worked in excess of 40 hours per week. Overtime will be paid by Contractor as required by state or federal laws and will be billed to County at one and one-half (1 ½) times the normal billing rates. Lunch periods will be 30 or 60 minutes, the length and time will be determined by County. No payments will be made for lunch period. Contractor will submit contingent staff time sheet to County for review/approval on a weekly basis.
- 8) Work with County to ensure the candidate is oriented and trained to work in the County working environment. Contractor will inform prospective candidates of requirements and obligations if selected to work at County. Contractor will assist in helping the candidate acclimate to County working environment through department specific orientation. This orientation will cover at a minimum the working hours, location, County contact number, parking information, appropriate attire, timecard preparation, and any other County requirements or obligations.
- 9) Advise contingent staff (in accounting) that they are not authorized to render an opinion on behalf of County on financial statements or sign on behalf of the County, unless authorized by County to do so, any document including financial statements or tax returns. County is responsible for implementing and maintaining usual customary and appropriate internal accounting procedures and controls; internal controls; other appropriate procedures and controls including information technology, proprietary information, creative design and trade secret safeguards.

- 10) Advise candidates/assigned staff that they shall not be permitted to sign, endorse, wire, transport or otherwise convey cash, securities, checks or any negotiable instruments or valuables.
- 11) Be responsible for all terms and conditions of employment for contingent staffing, including but not limited to hiring, firing, and discipline. The contingent staff are employees of Contractor. Contractor is responsible for complying with all applicable federal, state, and local laws. Contractor shall remain responsible for all compensation due to the contingent staff. Contractor will abide by all applicable provisions of such laws, including, but not limited to, the payment of overtime, required under the Fair Labor Standards Act for any contingent staff assigned to work at County. In addition, contingent staff assigned to County must be employees of Contractor. Contractor is responsible for all payroll processing, timekeeping, FICA, W-4 Forms, Workers' Compensation, Liability Insurance, benefits and tax withholding, federal and State, and must meet all other employer Federal and State requirements.
- 12) Provide time reporting sheets shall be submitted to the contingent staff assigned supervisor for approval on a weekly basis.
- 13) Be responsible for returning any/all County issued identification badges, or County issued equipment prior to or at the end of the assignment. Contractor shall pay for any badge replacement due to loss or failure to return badges. Cost to replace a badge is \$30.
- 14) Monitor the quality of services and performance of assigned staff.
- 15) Ensure assigned staff shall not use or disclose County information or data other than in the performance of its obligations without County's prior written permission.
- 16) Provide quotes for additional staff not identified in this Agreement.
- 17) Meet on a quarterly basis with County to discuss Agreement performance. County may request additional meetings, or change the regularity as needed.
- 18) Ensure Contractor nor Contractor staff will not use or disclose County information or data other than in the performance of its obligations under this Agreement without the County's prior written permission. During the term of the Agreement and any mutually agreed upon extension thereof, Contractor shall use reasonable commercial effort within its control to (1) require authorized users to enter user identification codes and passwords prior to gaining access to County data, and (2) control access by any Contractor end user to County data. If any County data is lost or damaged due to the negligent acts or omissions of Contractor, Contractor shall use every effort to assist in replacing or regenerating such data at no additional cost to County. Contractor further agrees to comply with all rules and regulations of County premises, including, but not limited to security requirements. Any access provided to County resources, whether physical or electronic, may only be used by Contractor in furtherance of the performance of its obligations under this Agreement. Contractor acknowledges that violation of this section constitutes a material breach of this Agreement.

**D. County will:**

- 1) Have the right to interview candidates referred by Contractor and may request as many candidates and/or resumes as necessary. County has the option to conduct reference inquiries of previous employers or verify such information that the County deems appropriate.
- 2) Provide training on tools or applications used by County that would be necessary for contingent staff to complete assignments.
- 3) Not require staff to operate machinery or equipment outside of typical office machines (i.e., computers, servers, copiers, printers, paper shredders, etc.).
- 4) Have the option to reduce the length of the assignment at any time. In the event County decides to reduce or terminate an assignment, County will provide as much notice as is reasonably possible. The contingent staff supplied by Contractor should be available for the entire length of the assignment/project. If an individual is unable to complete an assignment, a one-week notice is required.
- 5) Have the option to subject the selected candidate to a background check to be conducted by County. A background check may consist of an investigation to determine evidence of criminal history, verification of education, employment, professional licenses, certifications or other credentials required by the job title. If County decides, based on County's own background checks that the proposed selected candidate is unsuitable, Contractor will be so notified, and the candidate will not be placed with County. There shall be no cost to County in the event of a rejection of a proposed candidate pursuant to this paragraph or for any other reason. Candidates will not be unreasonably rejected.
- 6) Notify Contractor immediately if there are any personnel or service issues. Any contingent staff that County deems as performing unsatisfactorily shall be replaced at the County's discretion. County shall not be charged if, within two hours of work start-up, the contingent staff is requested to be replaced. In the event the Contractor furnishes unqualified temporary contingent staff three (3) or more times in a contract period, the agreement at the discretion of County may be terminated for default.
- 7) Have the option to request the removal of any of Contractor's staff immediately from any of the buildings at any time for reasonable cause. Such requests will be made directly to Contractor.
- 8) Not be limited to the positions/classifications listed and may request other additional Finance, Accounting, Administrative and Clerical positions/classifications, as needed. The cost range for hourly payment of additional classifications/positions will be determined at the time of request and pre-approved by both parties.
- 9) Not pay for any conversion fees or placements for temporary staff referred by its County employees to other positions in the County other than the County's hiring manager. Other conversion fees are negotiable, but County shall not pay for conversion if the temporary employee has worked 520 hours or more.
- 10) Have option to modify or add related services to meet its project goals as agreed upon by both parties in writing.

## **Exhibit B – Payments and Rates**

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

### **A. Invoicing, Contractor will:**

- 1) Invoice County monthly for services shown in Exhibit A based on the rates shown below. These rates are inclusive of overhead, general administrative costs, statutory taxes, general liability, workers' compensation, employee compensation, and training, recruitment, and agency profits. Legally required overtime (federal requires in excess of 40 hours a week, state law varies) will be billed at one and one-half (1 ½) times the normal billing rate.
- 2) Submit itemized invoice by the 15<sup>th</sup> of each month for the previous months service. Due to County year-end close, the invoice for June services is due by July 5<sup>th</sup>.
- 3) Submit backup documentation (timecards), and any required performance reports along with invoice.
- 4) Submit invoices electronically to General Accounting, at HSA\_Accounts\_Payable@smcgov.org. Invoice must include at a minimum the following information:
  - a. Vendor Address
  - b. HSA Administrative Address: 1 Davis Dr., Belmont, CA 94002
  - c. Remit payment address
  - d. Agreement Number
  - e. Details of the Description of service to include Name of Employee, Job Description/Position, dates and hours worked, and hourly Rate.
  - f. Total Amount
  - g. "see attached" – if/when backup documentation or reports are provided in addition to the invoice. Backup documentation includes timecards.

### **5) Rates**

Position	Hourly Rate
Data Entry Clerk	Up to \$27.00
Accountant	Up to \$35.00
(Fiscal) Office Specialist	Up to \$27.00
Administrative Assistant	Up to \$27.00

**B. County will:**

- 1) Have the option to modify or add related services and adjust costs in order to complete the project/assignments as agreed upon by both parties in writing as long as it does not exceed the total Agreement obligation amount.
- 2) Not be limited to the positions/classifications listed in the above rate table, and may request other additional Finance, Accounting, Administrative and Clerical positions/classifications as needed. The cost range for hourly payment of additional classifications/positions will be determined at the time of request and pre-approved by both parties.
- 3) Have the option to convert, at no charge, any of Contractor's temporary staff to a full-time County employee providing that the temporary staff has been on assignment for 520 hours.



**Exhibit C- Performance and Reports**

Contractor agrees to meet the following performance measures and provide the following reports:

**A. Measures**

Measure	Annual Target
Percent of contingent staff who completed a project successfully without performance issues	95%
Percent of positions filled by qualified contingent staff within 5 business days of request submission	90%
Percent of Customer Satisfaction Surveys rated at Very Satisfied, based on the Contractor Evaluation Questionnaire (see below)	95%
Percent of Customer Service, Billing, Human Resources issues resolved within 3-days of notification (see below)	100%

**B. Customer survey, Contractor will:**

- 1) Survey County on a quarterly and annual basis. Contractor will survey County requestors shown in Exhibit A paragraph B or their designees. Contractor will work with County to implement or make changes to the following Questionnaires.
- 2) Rating Key
  - Very Satisfied: Exceeds contractual requirements
  - Satisfied: Meets contractual requirements
  - Unsatisfied: Is not or did not meet contractual requirements

To be completed quarterly/annually (if applicable)	Very Satisfied	Satisfied	Unsatisfied
Rate how well the contingent staff are performing throughout the assignment			
Rate how well the proposed candidates met the requirements of the assignment (initial request, skilled and ready)			
Rate accuracy of invoices (minimal to no corrections needed)			

Rate how well Contractor handled customer service-related requests (within 1 day, provided a resolution that met County needs quickly)			
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To Be Completed Annually	Very Satisfied	Satisfied	Unsatisfied
Rate Contractor's overall ability to successfully fulfill County request for staff (candidates are skilled and able to complete or continue to complete assignments)			
Rate Contractor's overall performance of the services listed in this Agreement (invoicing, customer services, fulfilling requests, Account Management, etc.)			

**C. Reports, Contractor will:**

- 1) Provide an annual performance report to County upon request. Report will include annual target measures shown in paragraph A and survey results for the reported year. In addition, the report will detail position fill requests to include positions requested and date of request, assignment length (start/end), assignment goals/deliverables (if applicable), position fill date (turnaround time from request to selected candidate). Report will also include a narrative portion that details or describes performance of contingent staff (meeting deliverables if applicable), customer service/account management related issues and corresponding resolutions. Contractor will provide the report no later than 21 days after the County makes the request.

## 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 at 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.

## Attachment S

### Confidentiality, Privacy and Security

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**IV. MISCELLANEOUS**

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

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

(End of Attachment S)

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

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

**ID Type:** \_\_\_\_\_

**Name of Person Requesting to Enter Facility:** \_\_\_\_\_

**Name of Organization:** \_\_\_\_\_

**Organization Address:** \_\_\_\_\_

**Organization Phone Number:** \_\_\_\_\_

**Reason for Facility Entry:**

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

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

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

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

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

☐ I understand that Welfare and Institutions Code Section 10850 provides, in part that:

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

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

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

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

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

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

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

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

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Signature of individual applying for access

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Date



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

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

- ☐ 24/7 access for afterhours work  
☐ 8 AM to 5 PM, Monday through Friday access  
☐ Other, please  
specify: \_\_\_\_\_

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

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

\_\_\_\_\_  
Signature of Contractor's Authorized Representative

\_\_\_\_\_  
Date

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

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

- ☐ Entry is denied. Reason for denial:

- ☐ Card Key issued. Date of Issuance: \_\_\_\_\_

- ☐ Card Key request denied. Reason for denial:

- ☐ Card Key not requested

\_\_\_\_\_  
HSA Authorized Representative Signature

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date