

Agreement No. _____

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO HUMAN SERVICES AGENCY
AND EXECUSHIELD, INC.**

This Agreement is entered into this _____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and **Execushield, 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, on March 22, 2021, the County issued Request for Proposals (RFP) Number 1445 for General Security Services and conducted a competitive solicitation; and

WHEREAS, Contractor was the highest scoring proposer, and it is necessary and desirable that Contractor be retained for the purpose of general security 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

Attachment I – Section 504 Compliance

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 – Payments and Rates, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A - Services.

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 ONE MILLION FIVE HUNDRED THOUSAND DOLLARS (\$1,500,000). In the event that County

makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from January 1, 2022 through October 10, 2024.

County has, at its sole discretion, one option to extend the term for up to two additional years, under all the same Agreement provisions as set forth herein, including but not limited to the financial terms at the rates set for year 3, with an increase of no more than five (5) percent or the then-current CPI, whichever is lower, from year 3 to year 4 and no more than five (5) percent or the then-current CPI, whichever is lower, from year 4 to year 5, by providing written notice to Contractor at least thirty (30) days prior to the expiration of the initial term of the Agreement.

5. Termination

This Agreement may be terminated by Contractor or by the Human Services Agency Director, or his/her designee, at any time without a requirement of good cause upon ninety (90) 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.

b. Intellectual Property Indemnification

Contractor hereby certifies that it owns, controls, and/or licenses and retains all right, title, and/or interest in and to any intellectual property it uses in relation to this Agreement, including the design, look, feel, features, source code, content, and/or other technology relating to any

part of the services it provides under this Agreement and including all related patents, inventions, trademarks, and copyrights, all applications therefor, and all trade names, service marks, know how, and trade secrets (collectively referred to as "IP Rights") except as otherwise noted by this Agreement.

Contractor warrants that the services it provides under this Agreement do not infringe, violate, trespass, or constitute the unauthorized use or misappropriation of any IP Rights of any third party. Contractor shall defend, indemnify, and hold harmless County from and against all liabilities, costs, damages, losses, and expenses (including reasonable attorney fees) arising out of or related to any claim by a third party that the services provided under this Agreement infringe or violate any third-party's IP Rights provided any such right is enforceable in the United States. Contractor's duty to defend, indemnify, and hold harmless under this Section applies only provided that: (a) County notifies Contractor promptly in writing of any notice of any such third-party claim; (b) County cooperates with Contractor, at Contractor's expense, in all reasonable respects in connection with the investigation and defense of any such third-party claim; (c) Contractor retains sole control of the defense of any action on any such claim and all negotiations for its settlement or compromise (provided Contractor shall not have the right to settle any criminal action, suit, or proceeding without County's prior written consent, not to be unreasonably withheld, and provided further that any settlement permitted under this Section shall not impose any financial or other obligation on County, impair any right of County, or contain any stipulation, admission, or acknowledgement of wrongdoing on the part of County without County's prior written consent, not to be unreasonably withheld); and (d) should services under this Agreement become, or in Contractor's opinion be likely to become, the subject of such a claim, or in the event such a third party claim or threatened claim causes County's reasonable use of the services under this Agreement to be seriously endangered or disrupted, Contractor shall, at Contractor's option and expense, either: (i) procure for County the right to continue using the services without infringement or (ii) replace or modify the services so that they become non-infringing but remain functionally equivalent.

Notwithstanding anything in this Section to the contrary, Contractor will have no obligation or liability to County under this Section to the extent any otherwise covered claim is based upon: (a) any aspects of the services under this Agreement which have been modified by or for County (other than modification performed by, or at the direction of, Contractor) in such a way as to cause the alleged infringement at issue; and/or (b) any aspects of the services under this Agreement which have been used by County in a manner prohibited by this Agreement.

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
(b) Motor Vehicle Liability Insurance...	\$1,000,000
(c) Professional Liability.....	\$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance

afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if the County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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

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: Pooja Keswani
Address: 550 Quarry Road, San Carlos, 94070
Telephone: 650-802-6549
Email: PKeswani@smcgov.org

And

Name/Title: Navjeet Singh
Address: 2500 Middlefield Road, Redwood City, CA 94063
Telephone: 650-599-5937
Email: nnsingh@smcgov.org

In the case of Contractor, to:

Name/Title: Daniel. M Gonzalez
Address: 4104 24th St, #501
Telephone: 415-508-0825
Facsimile: 415-358-5880
Email: dgonzalez@execushield.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.

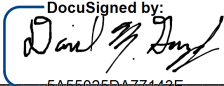
19. Payment of Permits/Licenses

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: **Execushield, Inc.**

 5A55025DA77143E...	11/23/2021 3:05 PM PST	Daniel M. Gonzalez
_____ Contractor Signature	_____ Date	_____ Contractor Name (please print)

COUNTY OF SAN MATEO

By:

President, Board of Supervisors, San Mateo County

Date:

ATTEST:

By:

Clerk of Said Board

Exhibit A – Services

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

The Scope of Work (SOW) that follows is to be used as a general guide and is not intended to be a complete list of all work necessary for Security Services. County desires that Contractor provide and maintain well-trained security guards in agreed upon numbers and of capability to provide security guard and inspection services to County facilities. County would like to provide secure and safe facilities for County staff and members of the public to utilize.

The following SOW is for the County of San Mateo Human Services Agency (HSA) and shall include:

- A. Account Manager
- B. Geolocation tracking software
- C. Security services
- D. Account documentation
- E. Mobilization
- F. Additional services

I. Scope of Work (SOW)

A. Account Manager

The Account Manager will be the liaison between HSA and Contractor. They will oversee all aspects of the contract and have the authority to act on behalf of Contractor. All communications between HSA and Contractor will be transmitted through this single point of contact.

The responsibilities of the Account Manager include but are not limited to:

1. Security Personnel

- a. Mobilization
 - i. Onboard staff to start services
 - ii. Advise/supervise the design of the security patrols
 - iii. Make recommendations on how to improve patrols
 - iv. Ensure that detailed Post Orders (PO) are created for each position
 - v. Other mobilization tasks as-needed
- b. Staff Management: Placement of all staffing by Contractor must be approved by HSA. HSA reserves the right to decline a placement should they feel the candidate is not a fit for the location. Contractor will:
 - i. Conduct monthly meeting with County staff to discuss Departmental issues with security staff management.
 - ii. Screen and hire security staff that meets the service needs of County.

- iii. Meet or exceed the minimum staffing levels to render services; additional staff should be available to cover absences within two (2) hours of notification.
- iv. Ensure that replacement staffing have passed the required background checks and also hold the same level of training/certification.
- v. Ensure that each location is fully staffed each work day.
- vi. Verify that security personnel understand their job duties and security procedures.
- vii. Adjust/correct staffing issues as requested by County or as needed.
- viii. Ensure that staff are appropriately trained.
- ix. Present security personnel qualifications to Departments for acceptance for each assignment.

2. Reporting

Provide accurate and timely monthly reports for the County (or as-needed) regarding:

- a. Staffing patrols
- b. Incident, daily and summary included in monthly report
- c. Other pertinent information

3. Invoices

Submit accurate and timely monthly invoices to HSA for processing of payment.

4. Other security management tasks on an as-needed basis. These may include:

- a. Consultation on security improvements, e.g. equipment improvements (additional cameras) or remote monitoring services
- b. Other security management tasks

B. Geolocation tracking software

Contractor shall provide geolocation tracking software and hardware for all patrolled facilities. The software shall provide an efficient and automated method to manage the services provided. This product shall include the ability to perform the following actions (at minimum):

- 1. Provide geolocated checkpoints that can be read by a cell phone or equipment provided by Contractor to their staff.
- 2. Incident reports: Monitor incidents in real-time by gathering multimedia data (image, voice, notes) with tag to security personnel that filed that incident
- 3. Guard patrol monitoring: Ensuring that personnel follow the patrol path that was designated by PO.
- 4. Timekeeping: Automatic record of check-in and check-out of personnel in real-time.
- 5. Reporting: Creates reports of scanned and missed points, incidents, patrol duration.
- 6. Easy export of report files.
- 7. Configurable client access portal for the geolocation tracking software that provides basic reporting functionality, as well as historical data of patrols and travel patterns
- 8. Client access portal which allows viewing and downloading of reports.
- 9. Configurable client access portal for the geolocation tracking software that provides basic reporting functionality, as well as historical data of patrols and travel patterns

10. Contractor will respond to inquiries regarding guard locations and historical records from County.

C. Security Services

Contractor should be able to provide a wide variety of security related services through their security staff.

These services should include at minimum the following items:

- General patrol (internal and external to building)
- Professional customer service to members of the public and County staff
- Visual safety and security checks
- Response to alarms and emergencies
- Liaison to police and emergency services

Duties may also include:

- Checkpoint/lobby services
- Escort to vehicles
- Lost and found
- Key management
- Traffic control
- Fire patrol for construction site

Additional services as requested by County department, including additional qualifications as requested.

1. Standard Operating Security Procedures

Contractor shall have documented standard operating security procedures, which their security personnel have been trained in. The documentation of the standard operating security procedures will be provided to County for review.

The standard operating security procedures shall include minimum levels of services for:

- a. Different types of stations that the County department has requested, e.g. checkpoints, office patrol, perimeter checks, etc.
- b. Any officer who voluntarily leaves a security post without being properly relieved shall be removed from further service to any San Mateo County site
- c. Safety review of surrounding premises and equipment
- d. Liaison to emergency service personnel in the case of an emergency
- e. Vehicle escort as requested by staff
- f. Notification of illness at least two (2) hours before shift
- g. Sounding alarm in case of an emergency
- h. Reporting irregularities that are observed
- i. Preventing loss or damage of assets
- j. Detain trespassers or subjects of interest
- k. Identifying risk and notifying management
- l. Log of incidents that happened during the shift
- m. Staff shall not be allowed to regularly work consecutive shifts at any SMC account or another client account.

2. Security Professional

Contractor shall provide experienced and capable personnel that meet at minimum the following requirements:

a. Screening

- i. All security candidates will be presented to requesting County department with the following **minimum** screening:
 - Verified as legally authorized to work in the United States
 - One (1) year experience minimum as licensed security officer
 - California State Guard Card License and other certifications as required
 - English literacy: written and oral
 - Valid CPR and First Aid certifications obtained within first three (3) months of hire
 - Valid California Guard License from Bureau of Security and Investigative Services (BSIS)
 - Background checks

At minimum the background check should exclude candidates that have been:

 - Convicted or pled guilty or nolo contendere to a felony in any jurisdiction
 - Convicted or pled guilty or nolo contendere to a misdemeanor involving moral turpitude, acts of dishonesty, or acts against governmental authority, including the use and/or possession of a controlled substance within a 3-year period
 - Convicted or pled guilty or nolo contendere to any crime in any jurisdiction involving the sale, delivery, or manufacture of a controlled substance
 - Declared by any court to be incompetent by reason of mental disease or defect that has not been removed or expunged.
 - Pass background investigation
 - Pass pre-employment drug screening
 - Positive and confident professional image
 - Ability to lift 50 lbs. from ground to top of box 48" high
 - Ability to interact cordially and communicate with the public
 - Ability to sit, stand and walk, for long periods of time, including climbing stairs and walking up inclines and on uneven terrain
 - (As needed) Valid California Driver's License for security positions that involve driving patrol vehicles
- ii. Additional skills (bonus)
 - Bilingual skills, especially in Spanish and Tagalog

b. Security Services

As the security personnel will be placed in different settings, County departments require flexibility in their selection of the appropriate level of skill for the security personnel.

It is County's expectation that security personnel shall conduct themselves in a professional manner, including maintaining professional boundaries with public and working trainees where present, and engage in the protection of County assets and personnel. At minimum these services include observe, report, prevent, engage, take responsive action to protect County staff and assets, and to assist law enforcement in case of an incident.

c. Security Officer Training

Security officer specific trainings must be provided by Bureau-certified Private Patrol Operator training facility or by BSIS-approved course provider.

Basic

- i. Socially/physically distant protocols (COVID-19)
- ii. Correct Personal Protective Equipment (PPE) usage
- iii. Cultural Competency
- iv. Diversity/Implicit Bias
- v. First Aid
- vi. Customer service
- vii. Use of geolocation software
- viii. Use of communication equipment
- ix. Power to arrest
- x. Report writing (for incident reports)
- xi. A brief history of San Mateo County and its role as a public service provider
- xii. An understanding of the County department where staff will be working
- xiii. Role of security personnel reflecting on San Mateo County and the County department
- xiv. 8 hours of continuing training per year

Additional

County departments may require security staff to undergo additional/specialized training in order to perform the work on an as needed basis.

d. Equipment and Uniforms

Contractor is responsible for furnishing all security staff with the appropriate uniforms, badges, equipment, materials and supplies to satisfactorily perform the security work in accordance with the Scope of Work. Each department will select which profile they desire as part of their contract.

Security Professionals shall maintain a well-groomed, professional appearance.

Contractor should offer different uniform profiles for their staff, so that County departments may select profiles that best serve their needs.

3. Employee salary

Contractor shall provide competitive compensation packages with retention incentives.

4. Employee retention

Contractor shall be required to provide for retention of security officers employed under the current contract. The current supervisory (excluding management) and non-supervisory workforce shall be retained for 60 calendar days from the start of this contract, factoring in County's retention desires. The foregoing requirement is not intended to prevent Contractor from taking action (including termination of security officers) to address misconduct or other job performance issues.

5. 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.

6. COVID-19

Contractor will follow applicable County policies regarding COVID-19.

D. Account documentation/reporting

Contractor shall produce electronic monthly invoices that include at minimum:

1. Number of staff on each shift
2. Number of hours worked
3. Locations worked
4. Cost of service
5. Additional reports as needed

E. Locations

Contractor will provide security services at the following locations. Services may be required at additional locations in the future.

1. 400 Harbor Blvd., Belmont, CA
2. 1487 Huntington Ave., South San Francisco, CA
3. 217 92nd St., Daly City, CA

4. 2500 Middlefield Rd., Redwood City, CA
5. 550 Quarry Rd., San Carlos, CA
6. Shared location at 2415 University Ave., East Palo Alto, CA

F. Additional services

As County responds to the needs of the community, there may be additional needs for other types of security services.

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. Contractor will:

1. Invoice County on a monthly basis based on the rates shown below and actual services performed.
2. Ensure invoices are accurate and free from detectable errors.
3. Contractor will submit invoices electronically to Pooja Keswani (PKewsani@smcgov.org).
Invoices are due within 30 days of the completion of the service period.

B. Rates

1. HSA Regional Offices:

a. Year 1: January 1, 2022 – October 10, 2022

Department	Patrol Location	Type of Location	Type of Work	Security Level	Hours Worked/Week (Reg)	Hours Worked/Week (OT)	Hours Worked/Week (Total)	Number of Employee(s)/Site	Regular Cost @ 28.36	OT Hours Cost @ 42.53	Lead Officer @ 30.20	Lead Officer OT @ 45.30	Security Supervisor @ 31.91	Security Supervisor OT @ 47.87	Portion of Account Manager Cost	Weekly Cost
					40	0	40	1	\$ 1,134.40	\$ -					\$ 50.09	\$ 1,184.49
HSA	HSA-400 Harbor Blvd. Belmont, CA	Office & Client Appointments	Patrol	Low	40	0	40	1	\$ 1,134.40	\$ -					\$ 50.09	\$ 1,184.49
HSA	HSA-1487 Huntington Ave. South San Francisco, CA	Office & Client Appointments	Patrol	Low	40	0	40	1	\$ 1,134.40	\$ -					\$ 50.09	\$ 1,184.49
HSA	HSA-271 92nd St. Daly City, CA	Office & Client Appointments	Patrol	Low	40	0	40	1	\$ 1,134.40	\$ -					\$ 50.09	\$ 1,184.49
HSA	HSA-2500 Middlefield Rd. Redwood City, CA	Office & Client Appointments	Patrol	Low	40	0	40	1	\$ 1,134.40	\$ -					\$ 50.09	\$ 1,184.49
HSA	HSA-550 Quarry Rd. San Carlos, CA	Office & Client Appointments	Patrol	Medium	80	32	112	3	\$ 1,512.44	\$ 907.59			\$ 638.20	\$ 510.77	\$ 140.25	\$ 3,709.25
							272									Total Weekly Hourly/Burden \$ 8,447.20
																Profit Weekly \$ 594.18
							Discount	\$ 81.60								Overhead Weekly \$ 916.10
																Total Weekly Cost \$ 9,957.48

b. Year 2: October 11, 2022 – October 10, 2023

Department	Patrol Location	Type of Location	Type of Work	Security Level	Hours Worked/Week (Reg)	Hours Worked/Week (OT)	Hours Worked/Week (Total)	Number of Employee(s)/Site	Regular Cost @ 29.77	OT Hours Cost @ 44.66	Lead Officer @ 31.71	Lead Officer OT @ 47.57	Security Supervisor @ 33.51	Security Supervisor OT @ 50.27	Portion of Account Manager Cost	Weekly Cost
					40	0	40	1	\$ 1,190.80	\$ -					\$ 50.09	\$ 1,240.89
HSA	HSA-400 Harbor Blvd. Belmont, CA	Office & Client Appointments	Patrol	Low	40	0	40	1	\$ 1,190.80	\$ -					\$ 50.09	\$ 1,240.89
HSA	HSA-1487 Huntington Ave. South San Francisco, CA	Office & Client Appointments	Patrol	Low	40	0	40	1	\$ 1,190.80	\$ -					\$ 50.09	\$ 1,240.89
HSA	HSA-271 92nd St. Daly City, CA	Office & Client Appointments	Patrol	Low	40	0	40	1	\$ 1,190.80	\$ -					\$ 50.09	\$ 1,240.89
HSA	HSA-2500 Middlefield Rd. Redwood City, CA	Office & Client Appointments	Patrol	Low	40	0	40	1	\$ 1,190.80	\$ -					\$ 50.09	\$ 1,240.89
HSA	HSA-550 Quarry Rd. San Carlos, CA	Office & Client Appointments	Patrol	Medium	80	32	112	3	\$ 1,587.63	\$ 953.04			\$ 670.20	\$ 536.38	\$ 140.25	\$ 3,887.51
							272									Total Weekly Hourly/Burden Cost \$ 8,851.06
																Profit Weekly \$ 626.48
							Discount	\$ 81.60								Overhead Weekly \$ 945.28
																Total Weekly Cost \$10,422.82

b. Year 2: October 11, 2022 – October 10, 2023

2415 University Ave, Palo Alto, CA 94303--EPA Weekly Budget YEAR 2

<u>Line Item</u>	<u>Weekly Hours</u>	<u>Bill Rate</u>	<u>Weekly Cost</u>
Weekday Officer	63	\$ 34.85	\$ 2,195.55
Weekday Lunch Penalty	5	\$ 29.77	\$ 148.85
<u>Portion of Account Manager</u>			<u>\$ 85.72</u>
	Sub Total		\$ 2,430.12
Weekend Officer	8	\$ 34.85	\$ 278.80
<u>Weekend Lunch Penalty</u>	<u>1</u>	<u>\$ 29.77</u>	<u>\$ 29.77</u>
	Sub Total		\$ 308.57
	Total		\$ 2,738.69
<u>Department Cost</u>			
HSA			\$ 486.02
Probation			\$ 486.02
Health			\$ 486.02
City of EPA			\$ 486.02
<u>Library</u>			<u>\$ 794.59</u>
	Total		\$ 2,738.69

c. Year 3: October 11, 2023 – October 10, 2024

2415 University Ave, Palo Alto, CA 94303--EPA Weekly Budget YEAR 3

<u>Line Item</u>	<u>Weekly Hours</u>	<u>Bill Rate</u>	<u>Weekly Cost</u>
Weekday Officer	63	\$ 36.43	\$ 2,295.09
Weekday Lunch Penalty	5	\$ 31.27	\$ 156.35
<u>Portion of Account Manager</u>			<u>\$ 90.01</u>
	Sub Total		\$ 2,541.45
Weekend Officer	8	\$ 36.43	\$ 291.44
<u>Weekend Lunch Penalty</u>	<u>1</u>	<u>\$ 31.27</u>	<u>\$ 31.27</u>
	Sub Total		\$ 322.71
	Total		\$ 2,864.16
<u>Department Cost</u>			
HSA			\$ 508.29
Probation			\$ 508.29
Health			\$ 508.29
City of EPA			\$ 508.29
<u>Library</u>			<u>\$ 831.00</u>
	Total		\$ 2,864.16

C. County will:

1. Pay Contractor within 30 days of receipt and approval of invoice.

ATTACHMENT I**Assurance of Compliance with Section 504 of the Rehabilitation Act of 1973, as Amended**

The undersigned (hereinafter called "Contractor(s)") hereby agrees that it will comply with Section 504 of the Rehabilitation Act of 1973, as amended, all requirements imposed by the applicable DHHS regulation, and all guidelines and interpretations issued pursuant thereto.

The Contractor(s) gives/give this assurance in consideration of for the purpose of obtaining contracts after the date of this assurance. The Contractor(s) recognizes/recognize and agrees/agree that contracts will be extended in reliance on the representations and agreements made in this assurance. This assurance is binding on the Contractor(s), its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Contractor(s).

The Contractor(s): (Check a or b)

- ☐ a. Employs fewer than 15 persons.
- ☐ b. Employs 15 or more persons and, pursuant to section 84.7 (a) of the regulation (45 C.F.R. 84.7 (a), has designated the following person(s) to coordinate its efforts to comply with the DHHS regulation.

Name of 504 Person:

Daniel M. Gonzalez

Name of Contractor(s):

Execushield, Inc.

Street Address or P.O. Box:


1633 Bayshore Hwy Suite 1633

City, State, Zip Code:

Burlingame, CA. 94010

I certify that the above information is complete and correct to the best of my knowledge

Signature:

DocuSigned by:

5A55025DA77143E...

Title of Authorized Official:

CEO

Date:

11/23/2021 | 3:05 PM PST

*Exception: DHHS regulations state that: "If a recipient with fewer than 15 employees finds that, after consultation with a disabled person seeking its services, there is no method of complying with (the facility accessibility regulations) other than making a significant alteration in its existing facilities, the recipient may, as an alternative, refer the handicapped person to other providers of those services that are accessible."

Attachment S

Confidentiality, Privacy and Security

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

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

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

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

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

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

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

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

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

- a. Contractor acknowledges that Welfare and Institutions Code Section 10850 provides, in part that: "All applications and records concerning any individual made or kept by HSA in connection with the administration of public social services is confidential, and shall not

be open to examination for any purpose not directly connected with the administration of any such program, and that any person knowingly and intentionally violating the provisions of this subdivision is guilty of a misdemeanor. A misdemeanor is punishable by up to six months in jail or a five-hundred dollar fine or both. This also applies to situations involving removal of case records from the premises for any reason.”

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

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

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

IV. **MISCELLANEOUS**

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

(End of Attachment S)

CONFIDENTIALITY, PRIVACY AND SECURITY AGREEMENT Restricted Facility Access

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

ID Type: _____

Name of Person Requesting to Enter Facility: _____

Name of Organization: _____

Organization Address: _____

Organization Phone Number: _____

Reason for Facility Entry:

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

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

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

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

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

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

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

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

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

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

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

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

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

Signature of individual applying for access

Date

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

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

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

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

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

Signature of Contractor's Authorized Representative

Date

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

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

- ☐ Entry is denied. Reason for denial:

- ☐ Card Key issued. Date of Issuance: _____

- ☐ Card Key request denied. Reason for denial:

- ☐ Card Key not requested

HSA Authorized Representative Signature Printed Name