

AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND PIVOTAL CONNECTIONS

This Agreement is entered into this _____ day of _____, 2022, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and Pivotal Connections, 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 educational support services to current foster youth in grades 9th through 12th.

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 B1—Annual Budget
- Exhibit C—Performance and Reports
- Exhibit D—Child Abuse Prevention and Reporting
- Attachment F—Fingerprinting Certification
- Attachment P—Personally Identifiable Information
- Attachment I—§ 504 Compliance

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 Exhibits A, C, D, and Attachments F, P, and I.

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 Exhibits A, C, D, and Attachments F, P and I, 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. Should County withhold payment for unacceptable work, the County will notify the contractor in writing of work that is unacceptable along with a corrective action plan. Contractor shall have 10 business days to respond to County. Failure to respond or correct work may result in disallowed costs. The County is not responsible for paying Contractor for services not performed within or outside the terms and conditions of the agreement. Failure to respond and correct the work may also result in termination of the agreement. In no event shall County's total fiscal obligation under this Agreement

exceed **EIGHT HUNDRED THOUSAND TEN DOLLARS** (\$800,010). 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 October 01, 2022, through September 30, 2025.

5. Termination

This Agreement may be terminated by Contractor or by the Human Services Agency Director or 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.

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

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 Executive Officer 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 Executive Officer, 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 Executive Officer.

To effectuate the provisions of this Section, the County Executive Officer 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: Amy Yun, Human Services Manager
Address: 2415 University Ave., 3rd Floor, East Palo Alto, CA 94303
Telephone: 650-599-7412
Email: AYun@smcgov.org

In the case of Contractor, to:

Name/Title: Elise Cutini, CEO
Address: 75 E. Santa Clara St. Suite 1450, San Jose, CA 95113
Telephone: 408-484-6200
Email: Elise.cutini@svcf.org

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: PIVOTAL CONNECTIONS

DocuSigned by: <i>Jane Machin</i> 83D2923A047C4B3...	9/22/2022 3:49 PM PDT	Jane Machin
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, Contractor shall provide the following services:

I. General Description of Services and Target Population:

Contractor will provide strength-based, educational case management to current foster youth (participants) in grades 9 through 12 residing in San Mateo County and/or Santa Clara County, or those eligible youth who have moved out of the area as designated by San Mateo County staff.

II. Meeting Locations:

Contractor's staff will engage participants and their families, and caregivers, through monthly face-to-face meetings in their homes (or previously agreed upon safe meeting spaces or previously agreed upon safe other means, such as video conferencing) and communities whenever possible. Contractor's staff will engage social workers via email, telephone and occasional in-person meetings.

III. Intake and Assessment:

- A. Contractor will receive referrals from San Mateo County's Children and Family Services (CFS) staff and in the late spring (for rising 9th graders) referrals from other providers as identified by the County or CFS staff.
- B. Contractor will reach out to identified CFS social worker(s) and/or educational liaisons (San Mateo Office of Education) for initial case consultation and collaboration.
- C. CFS will request academic records from SMCOE and/or the youth's school (including the transcripts, class schedule, individual education or 504 plan, attendance records, name and contact information of ERH, etc.) and deliver to contractor at the time of the initial referral.
- D. Contractor will review academic records (as outlined in C above) within 10 days of receipt to determine the academic challenges for each student.
- E. Contractor will assess students' ability to sustain essential "Success Skills", such as organizational habits, study habits and test taking skills, then Contractor will provide specific intervention to improve these areas as needed.
- F. The school success skills will be assessed within 60 days of coach assignment to track progress and development.

IV. Matriculation Planning, Coaching and Support:

- A. Contractor will engage the youth in a collaborative goal setting process.
- B. Based on the results of the academic records review, Contractor will contact and schedule to meet with the youth within two weeks of the academic records review to discuss challenges, strengths and goal setting. This process will also be inclusive of engagement with the caregiver(s).

- C. Contractor will then develop the academic plan based on the academic records review, youth's input and set academic goals with the input from the caregiver(s), Ed Liaison, and/or other school personnel.
- D. Contractor will facilitate the implementation of each student's academic plan.
- E. Contractor will encourage youth to meet with their academic counselors to develop a graduation plan, at least once per year to review the plan.
 - 1. During the ninth grade, the meeting should occur within the fall semester in order to develop a graduation plan.
 - 2. Once we are informed that there has been a school change, contractor will work with the SMCOE Education Liaisons to coordinate new academic planning within 30 days.
- A. Contractor will monitor the youth's progress through regular check-ins, no less than twice per month.
- B. Providing that the school uses an online portal for student communication, the Contractor will help each youth create an account to access their school's online student portal. Contractor will teach the youth how to use the portal to monitor their progress and grades on a regular basis.
- C. When academic information is available, contractor will provide intensive support, regular follow-up and reminders for youth that are not maintaining a GPA of 2.0 or better. Contractor will hold youth accountable for monitoring their own work.
- D. Contractor will refer youth who are not maintaining a grade of C or better in A-G required classes, or who have a grade that falls below passing in any class, to tutoring services via the CFS contract. The tutoring referral will be sent by CFS ILP team.
- E. Contractor will monitor the youth's academic progress, graduation requirements, and monitor grades through review of academic records provided by CFS at the end of each semester when the academic records are available.
- F. Contractor will provide the youth with additional referrals as needed to support plans and skill development.
- G. Contractor will help youth explore and search for college or post-high school vocational education programs via online searches and virtual or on-site tours. Contractor will offer two sessions per year involved with post-high school college or vocational education.
 - 1. College tours will be coordinated with the college's foster youth support programs so the high school youth will have a chance to interact with foster youth that are currently attending college.
- H. Contractor will assist tenth and eleventh graders with registering for standardized test such as the Pre-Scholastic Aptitude Test (PSAT), Scholastic Aptitude Test (SAT) and the American College Test (ACT).

V. Engagement

- A. Contractor will engage youth, their families, and caregivers, through regular face-to-face meetings in their homes and communities (or previously agreed upon safe meeting spaces or previously agreed upon safe other means, such as video conferencing), based on the youth/caregiver's choice. Contractor will engage social workers primarily via email, telephone and occasional in-person meetings.

- B. Contractor will communicate with the caregiver to explain services, determine the best manner to reach the youth, and to initiate contact and begin building rapport with the youth.
- C. Contractor will determine ongoing meeting frequency based on each individual youth's need.
- D. Contractor must make services available when youth are not in school.
- E. Contractor will reach out to non-engaged youth on a monthly basis and shall document all engagement efforts. These efforts will include outreach to the participant's social worker, CFS ILP team and caretaker(s). These outreach efforts will be documented in case note and the monthly report.
- F. Contractor will document services provided in the Efforts to Outcome (ETO) database.

VI. Case Coordination

- A. Contractor will work closely with CFS staff, Educational Liaisons, families, and other community agencies to ensure youth receive services that address their individualized needs and identified goals.
- B. Contractor will communicate regularly with the assigned social worker and meet regularly with CFS staff and the Multi-Disciplinary Team to ensure services are effective and specific for each youth.
- C. Contractor will attend meetings with CFS and other Educational and Employment Services staff or providers to discuss case and services coordination.
- D. Contractor will participate in annual transitional conferences starting with the transition between ninth and tenth grade. Transitional meetings may become more regular as the youth nears the twelfth grade. All transitional meetings will be coordinated with County staff and the Independent Living Program (ILP). CFS will ensure that Contractor has the schedule for meetings regarding youth engaged in Contractor programs.
- E. Prior to ETO implementation, Contractor will provide status reports to the assigned CFS social worker with a copy to Contract Manager to include the following information per youth:
 - 1. Monthly:
 - 1. Number of meetings
 - 2. Activities conducted to address identified educational needs
 - 2. On a semester basis
 - 1. Identified educational needs
 - 2. Progress made towards the youth's academic plan

VII. Transitional Services:

- A. In instances where the child has reunified with his/her family or been adopted, services for the engaged child will continue for 90 days and up to six months with approval from the family and CFS Contract Manager.
- B. In instances where the child has been placed in another county, services for the engaged child will continue virtually for 90 days and up to six months until the child is connected with services in the county he/she resides in.
- C. For young people that remain engaged in services with Pivotal through the Pivotal Scholars program during post-secondary education, Contractor will collaborate with CFS ILP team as necessary to support the young person.

VIII. Staffing:

- A. All service-provider partners and Contractor's staff will have diverse, culturally responsive staff to meet the needs of each child, and together, offer a robust array of best practices, innovative approaches, and expertise in serving this foster youth.
- B. Services will be delivered through a trauma-informed approach. Guidance on this approach can be found here: https://www.smchealth.org/sites/main/files/file-attachments/becomingtraumainformedinsmc_narr.pdf.

IX. Case Records:

- A. Contractor will keep well maintained files for every referred youth with progress reports and assessment scores stored securely in Contractor's office(s) and electronically via ETO.
- B. Contractor's files will be maintained with up-to-date and accurate case records.
- C. Contractor will make case files available to County at any time, with the exception of any legal files which are protected under Business and Professions Code section 6068.

X. Data Collection:

- A. Prior to ETO implementation, Contractor will be responsible for maintaining a database system(s) that incorporates data collection to report out on the outcome measures and reporting requirements. This system will demonstrate outcomes, be able to measure the impact of the contractor's services, show impact and effectiveness, and provide data to present to the Board of Supervisors and other community members. Protected or personally identifiable information collected will be governed by Attachment P.

XI. Additional Requirements:

- A. Contractor shall conduct LiveScan fingerprinting, Background Checks & License Verification requirements for any Contractor's staff, interns and volunteers who, during the course of performing services under this Agreement who come in direct contract with youth. Additionally:

1. In order to continue providing services under this agreement, Contractor must maintain their relationship with Santa Clara County Department of Family and Children Services (SCC DCFS) and SCC DCFS must remain on the Department of Justice approved recipient list with a valid Originating Agency Identifier (ORI) number and provide Live Scan fingerprinting services to all Contractor's staff and interns.
 2. Contractor will have a process in place for receiving, assessing and addressing criminal records.
 3. Contractor will submit to CFS, upon execution of this agreement, a copy of the organization's fingerprinting policies and procedures.
 4. Contractor will also submit to CFS, upon execution of this agreement, and every six months thereafter, a letter signed by an authorized SCC DCFS representative, on SCC DCFS letterhead, verifying and confirming that SCC DCFS continues to provide fingerprint background checks for Contractor and receives, assess and informs Contractor regarding any violations. The authorized person signing this letter must be the person at SCC DCFS responsible for administering and receiving violation information and communication that information to Contractor.
 5. Contractor will report any background violations to the CFS program Manager.
- B. Contractor, its staff, interns, or volunteers are required to report any known or suspected neglect, abuse, or violation that involves a child to the County contact listed in this Agreement as soon as they learn of the incident as well as the child abuse hotline shown below. Notwithstanding Section V. A (Intake) of this Agreement, failure to report any such incident may result in immediate termination of this Agreement. Contractor shall report all known or suspected instance(s) of abuse to the Contact listed in Section 17 (Notices) of the Agreement and the Child Abuse and Neglect Hotline: 1-800-632-4615.
- C. Contractor will participate in annual reviews upon request by County. Reviews may include on-site visits to housing units to understand the quality of services provided to participants. Upon the request of the County either before or during the review, Contractor will submit documents including, but not limited to, accounting information, annual report, client lists, policies and procedures.
- D. Contractor will provide additional related services upon request by County as agreed to by both parties as long as it does not exceed the total obligation amount.

Exhibit B – Payment Schedule

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:

1. Contractor will invoice County monthly for actual costs incurred for services shown in Exhibit A based on the amounts shown in Exhibit B1. Invoices are due by the 15th of each month following the prior month's service. Due to County fiscal year end close, invoices for services rendered in June are due by July 7. Invoices must be accompanied by a line-item accounting for monthly expenses and evidence of work performed, or costs incurred including but not limited to timesheets, copies of bills and/or packing slips. Invoices are due electronically to Amy Yun at Ayun@smcgov.org with a cc to Rosa Diaz RMDiaz@smcgov.org. Invoices shall be itemized and include at a minimum:
 - Vendor Address
 - HSA Administrative Address – 1 Davis Dr., Belmont, CA 94002
 - Remit Payment Address
 - Agreement Number
 - Date of Service(s)
 - Cost of Service (s)
 - "See Attached" – if/when backup documentation or reports are provided in addition to the invoice.
2. County will have the option to adjust costs, including annual allocation amount, and across each fiscal year and/or budget line item to meet its project goals as agreed upon by both parties and as approved in writing by the County.
3. County shall pay Contractor upon receipt and approval of invoices within 45 business days.

Exhibit B1 –Annual Budget

Direct Personnel Expense	Full Cost	% Attributed to this Contract	Annual
VP of Programs	150,445	0.100	15,044
Director of Learning & Evaluation	97,194	0.025	2,430
Data Systems & Evaluation Manager	82,400	0.100	8,240
Data Analyst	68,510	0.075	5,138
Programs Coordinator	62,868	0.050	3,143
Director of Coaching Programs	93,305	0.300	27,991
Intake Specialist	62,428	0.100	6,243
High School Coach Supervisor	71,613	0.500	35,807
High School Coach (current)	63,669	1.000	63,669
High School Coach (new)	-	-	-
Director of Enrichment	94,099	0.025	2,352
Enrichment Manager	78,585	0.025	1,965
Enrichment & Curriculum Specialist	64,732	0.025	1,618
Finance & Accounting Manager	82,138	0.018	1,516
Payroll taxes & benefits	209,525		33,289
Subtotal Personnel	1,281,510	2.343	208,446
Youth engagement stipends	2,250	1.000	2,250
Enrichment workshops	4,950	1.000	4,950
Travel	1,440	1.000	1,440
Rent	8,729	1.000	8,729
Training & Development	2,721	1.000	2,721
Employee Expenses & Events	856	1.000	856
Supplies	418	1.000	418
Equipment & IT	9,405	1.000	9,405
Insurance	1,288	1.000	1,288
Depreciation	1,923	1.000	1,923
Subtotal Operating	33,980		33,980
Admin expenses @ 10%	48,486		24,243
Total Expenses	1,363,976		266,670

Exhibit C – Program Monitoring and Outcomes

I. Program Outcomes

Service delivery will be measured against and monitored based on the outcomes listed in Table 1 (below). The County shall have the right to adjust, modify or change performance reporting measures as agreed upon by both parties and approved by the County in writing.

II. Reporting

- A. Contractor will be responsible for collecting, entering, tracking and reporting the data for program participants and outcome measures related to the services provided by Contractor in an electronic database system that adheres to HIPPA and other privacy requirements as outlined in Attachment P.
- B. Contractor will email reports to the County's Children and Family Services (CFS) contract manager (AYun@smcgov.org) with a copy to the administrative secretary (RMDiaz@smcgov.org).
- C. Contractor will submit reports in a format specified (.xlsx .docx) by the County on the following dates:
 - Quarterly reports are due January 15, April 15, July 15, and October 3.
 - Year-end report on October 3 (submit with quarterly report).
 - Monthly Measure K reports are due the 20th day of each month.
 - Reports will include at a minimum the following information, however the County may request additional data or program information:
 - Updates on all performance measures in Table 1 (next page).
 - Number of children referred to Contractor (individual and aggregate)
 - Number of children engaged in services (individual and aggregate)
 - For those children who are not engaged, a breakdown of the reason for non-engagement.
 - Areas of concern for the children, activities conducted to address areas of concern and progress on those areas of concern.
 - Table continued on next page.

TABLE 1 – PERFORMANCE MEASURES	
Community Impact Outcomes	Target
Graduation rate for foster youth engaged in San Mateo County educational/employment foster youth programs will be at or above this percentage.	75%
Percentage of youth who have acquired their high school diploma or equivalent and are receiving services under the educational/employment foster youth programs will enroll in a two or four-year college or vocational school.	90%
Provided that contractor offered least three quarters of a full academic year of services, at the completion of each school year the percentage of current foster youth in school in grades 9-12 receiving educational case management services will have earned sufficient school credits to achieve grade level advancement and remain on-track for high school graduation.	85%
Percentage of engaged youth with a post-secondary plan	90%
Percentage of engaged youth who completes their annual goal plan.	85%
Qualitative Indicators	Target
Based on a quarterly survey administered by the County, the percentage of youth enrolled in or exiting the educational services program, or their parents/caretakers, that will report satisfaction or greater with the services received from the provider	90%
Percentage of engaged youth reporting to have at least one adult they have a positive relationship with	100%
Quantitative Indicators	Target
Percentage of youth referred who engage in services	90%

Exhibit D – Child Abuse Prevention and Reporting

Contractor agrees to ensure that all known or suspected instances of child abuse or neglect are reported to a child protective agency. Contractor agrees to fully comply with the Child Abuse and Neglect Reporting Act, Cal. Penal Code Sections 11164 *et seq.* Contractor will ensure that all known or suspected instances of child abuse or neglect are reported to an agency (police department, sheriff's department, county probation department if designated by the County to receive mandated reports, or the county welfare department) described in Penal Code Section 11165.9. This responsibility shall include:

- A. A requirement that all employees, consultants, or agents performing services under this contract who are required by the Penal Code to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
- B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under the Penal Code gain knowledge of, or reasonably suspect that a child has been a victim of abuse or neglect.
- C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal Code Section 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.

Attachement F – Fingerprinting Certification Form

DATE: 9/22/2022 | 3:49 PM PDT

AGREEMENT WITH: Pivotal Connections

FOR: Educational Support Services

Contractor agrees that its employees and/or its subcontractors, assignees and volunteers who, during the course of performing services under this agreement, have contact with children will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom contractors employees, assignees and subcontractors or volunteers have contact.

NAME: Jane Machin

TITLE: CFOO

SIGNATURE:

DocuSigned by:
Jane Machin
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DATE:

9/22/2022 | 3:49 PM PDT

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:

Jane Machin

Name of Contractor(s):

Pivotal Connections

Street Address or P.O. Box:

75 E Santa Clara St #1450

City, State, Zip Code:

San Jose, CA 95113

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

Signature:

DocuSigned by:
Jane Machin
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Title of Authorized Official:

CF00

Date:

9/22/2022 | 3:49 PM PDT

*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 P

Personally Identifiable Information

Requirements for County Contractors, Subcontractors, Vendors and Agents

I. Definitions

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

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

- ii. PII is used or disclosed; or
- iii. PII is stored in paper or electronic format.

II. Restrictions on Contractor re Use and Disclosure of PII

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

III. Use of Safeguards by Contractor to Protect PII

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

- d. Contractor agrees to provide documented sanction policies and procedures for Contractor's staff who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment when appropriate.
- e. Contractor agrees that all Contractor's staff performing services under this Agreement sign a confidentiality statement prior to accessing PII and annually thereafter. The signed statement shall be retained for a period of three (3) years, and the statement include at a minimum: (1) general use; (2) security and privacy safeguards; (3) unacceptable use; and (4) enforcement policies.
- f. Contractor agrees to conduct a background check of Contractor's staff before they may access PII with more thorough screening done for those employees who are authorized to bypass significant technical and operational security controls. Contractor further agrees that screening documentation shall be retained for a period of three (3) years following conclusion of the employment relationship.
- g. Contractor agrees to conduct periodic privacy and security reviews of work activity, including random sampling of work product by Contractor's staff by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of County's programs and the use and disclosure of PII. Examples include, but are not limited to, access to data, case files or other activities related to the handling of PII.
- h. Contractor shall ensure that PII is used and stored in an area that is physically safe from access by unauthorized persons at all times and safeguard PII from loss, theft, or inadvertent disclosure by securing all areas of its facilities where Contractor's staff assist in the administration of the County's programs and use, disclose, or store PII.
- i. Contractor shall ensure that each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee of Contractor and access is revoked.
- j. Contractor shall ensure that there are security guards or a monitored alarm system at all times at Contractor's facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed, or stored. Video surveillance systems are recommended.
- k. Contractor shall ensure that data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only those authorized by this Agreement. Visitors to any Contractor data centers area storing PII as a result of administration of a County program must be escorted at all times by authorized Contractor's staff.

- l. Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which Contractor staff can transport PII, as well as the physical security requirements during transport.
- m. Contractor shall ensure that any PII stored in a vehicle shall be in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.
- n. Contractor shall ensure that PII shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- o. Contractor shall ensure that all workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- p. Contractor shall ensure that servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- q. Contractor agrees that only the minimum necessary amount of PII required to perform required business functions will be accessed, copied, downloaded, or exported.
- r. Contractor shall ensure that all electronic files, which contain PII data is encrypted when stored on any mobile device or removable media (i.e. USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- s. Contractor shall ensure that all workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily. In addition, Contractor shall ensure that:
 - i. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
 - ii. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.

- iii. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
- iv. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.
- t. Contractor shall ensure that all of its staff accessing Personally Identifiable Information on applications and systems will be issued a unique individual password that is a least eight (8) characters, a non-dictionary word, composed of characters from at least three (3) of the following four (4) groups from the standard keyboard: upper case letters (A-Z); lower case letters (a-z); Arabic numerals (0-9) and special characters (!, @, #, etc.). Passwords are not to be shared and changed if revealed or compromised. All passwords must be changed every (90) days or less and must not be stored in readable format on the computer or server.
- u. Contractor shall ensure that usernames for its staff authorized to access PII will be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty- four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
- v. Contractor shall ensure when no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the Personally Identifiable Information cannot be retrieved.
- w. Contractor shall ensure that all of its systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- x. Contractor shall ensure that all of its systems providing access to PII must display a warning banner stating, at a minimum that data is confidential; systems are logged, systems use is for business purposes only by authorized users and users shall log off the system immediately if they do not agree with these requirements.
- y. Contractor will ensure that all of its systems providing access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII, or alters PII. The audit trail shall be date and time stamped; log both successful and failed accesses be read-access only; and be restricted to authorized users. If PII is stored in a database, database logging functionality shall be enabled. The audit trail data shall be archived for at least three (3) years from the occurrence.
- z. Contractor shall ensure that all of its systems providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.

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

authorized to access the information. Locked spaces are defined as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which are multi-use, meaning that there are Contractor's staff and non-Contractor functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.

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

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

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

V. Permitted Uses and Disclosures of PII by Contractor

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

VI. Obligations of County

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

VII. Permissible Requests by County

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

VIII. Duties Upon Termination of Agreement

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

IX. Miscellaneous

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