

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

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

W I T N E S S E T H:

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

WHEREAS, the parties entered into an Agreement for case management and educational support services to San Mateo County foster children enrolled in primary school on March 29, 2016 in an amount not to exceed \$450,000 for the term of March 29, 2016 through June 30, 2017; and

WHEREAS, the parties wish to amend the Agreement to extend the term by one year to June 30, 2018 and to add funds in the amount of \$309,000 for a new not to exceed amount of \$759,000.

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

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

Exhibit A (revised 6/2017)—Scope of Work
Exhibit B (revised 6/2017)—Payment Schedule
Exhibit B1 (revised 6/2017)—Budget
Exhibit C (revised 6/2017)—Program Monitoring and Outcomes
Exhibit D—Child Abuse Reporting Requirement
Exhibit E—Fingerprinting Certification
Attachment I—504 Compliance
Attachment P—Personally Identifiable Information

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

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

in **Exhibits A (revised 6/2017), C (revised 6/2017), and D and Attachment P.**

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

In consideration of services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and **Exhibits A (6/2017), C (revised 6/2017), and D and Attachment P**, County shall make payment to Contractor based on the rates and in the manner specified in **Exhibits B (revised 6/2017) and B1 (revised 6/2017)**. County reserves the right to withhold payment if County determines that the quantity or quality of the work performed is unacceptable. In no event shall County's total fiscal obligation under this Agreement exceed **SEVEN HUNDRED FIFTY NINE THOUSAND DOLLARS (\$759,000)**. In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination or expiration.

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

Subject to compliance with all terms and conditions, the term of this Agreement shall be from March 29, 2016 through June 30, 2018.

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

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

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

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

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

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

10. Attachment P is hereby added and attached hereto.

11. All other terms and conditions of the Agreement dated March 29, 2016 between the County and Contractor shall remain in full force and effect.

12. This Amendment constitutes the entire understanding of the parties hereto with respect to matters herein and correctly states the rights, duties, and obligations of each party as of this document's date. Any understandings, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications of this Amendment or the Agreement shall not be effective unless set forth in writing and executed by both parties.

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

For Contractor: STARVISTA


Contractor Signature

05/25/2017
Date

Sara Larios Mitchell, CEO
Contractor Name (please print)

COUNTY OF SAN MATEO

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

Date: _____

ATTEST:

By: _____
Clerk of Said Board

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

StarVista Educational Services for Foster Children

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

StarVista will serve as the lead agency for a collaborative effort that will offer case management and educational support focusing on foster children enrolled in primary schools, specifically those ages 5 to 13, in San Mateo County school districts. StarVista may subcontract to provide educational advocacy and academic enrichment services to foster children. Services will focus on the following three areas:

1. Case Management
2. Legal Advocacy
3. Educational Supports and Enhancements

I. Target Population:

The target population for this Agreement will be foster children enrolled in San Mateo County primary schools, ages 5 to 13, referred to StarVista by Children and Family Services (CFS) or the Educational Liaisons based on identified need.

II. Meeting Locations:

- A. Staff will engage children and their families, caregivers, and social workers through monthly face-to-face meetings in their homes and communities whenever possible.
- B. StarVista, focusing mainly on primary school aged children, will provide case management services to foster children in San Mateo County.

III. Intake and Assessment

- A. StarVista will assess the needs of each child and assign him/her to StarVista case managers who will work with subcontract agencies, social workers, families, and other community based agencies to ensure the children and youth receive educational case management and supportive services to address their educational needs as identified in their case plan. These services may include, based on identified need, but not limited to, organizational skills development, time management, special education advocacy, and educational enhancements (resources and extracurricular learning activities).
- B. StarVista case managers will work with social workers to complete an intake form to assess where to focus case management services. This assessment will include a meeting between the case manager and the caregiver to obtain

further information about the child. A case plan will be developed based on the information gathered through the intake and assessment process.

- C. Case managers will work with the child's school to obtain academic records and obtain current grade point average or grade proficiency (Math/English levels) to assess needs, inform services, and reassess for improvement.
 - 1. Additional record requests may include transcripts, class schedules, attendance and discipline records, test scores, Individualized Education Plans, etc.
- D. Case managers will begin to work with children on developing age appropriate life skills related to school performance. Topics will be introduced to children to help establish an early and general understanding of the living skills they will need to become successful students in alignment with the case plan.
- E. Case managers will provide monthly status reports to the assigned Children and Family Services social worker to include the following information per youth:
 - 1. Number of meetings
 - 2. Identified educational needs
 - 3. Activities conducted to address needs
 - 4. Progress

IV. Special Education Advocacy:

- A. StarVista will subcontract to provide educational advocacy services for children who require additional educational supports due to special learning needs.
- B. StarVista will identify the subcontractor and seek approval in writing from the CFS Contract Manager before beginning services.
- C. Subcontractor will:
 - 1. Work with schools directly to ensure the child is provided with appropriate school resources based on their educational/learning needs which may include an Individualized Educational Plan (IEP).
 - 2. Coordinate advocacy services to foster children enrolled in secondary schools with CFS and/or its providers.
 - 3. Provide legal services to children in need of IEPs or improved IEPs when advocacy efforts have resulted in the child not receiving an appropriate educational plan that meets the child's educational needs.
 - 4. Provide training and technical assistance to all partners to help them become effective advocates for the children in IEP meetings.
 - 5. Receive referrals from CFS, the Court Appointed Special Advocate (CASA) worker or Silicon Valley Children's Fund, through StarVista.

- D. Advocacy efforts will be coordinated with the Social Worker, Educational Liaison, the Dependency Attorney, Educational Rights holder (as determined by the court) the school, and Special Education Plan Area (SELPA).
- E. In cases where attorney-client privilege may be of concern, the adult who holds the rights to make educational decisions for the child must provide permission for the legal staff to meet with a child without an adult present if necessary.

V. Educational Enhancements:

- A. StarVista will provide, either directly or through a subcontractor, STEAM (Science, Technology, Engineering, Art and Math) classes and summer resources to foster children enrolled in primary schools in San Mateo County.
 - 1. If services are subcontracted, StarVista will identify the subcontractor and seek approval in writing from the CFS Contract Manager before beginning services.
- B. Programs will be six weeks long, with a focus on doing hands-on experiments in science and technology. Contractor will use materials in after school and summer programs that will match the child's grade level and increase their skill and concept levels.
- C. Contractor will connect children to afterschool and summer learning and enrichment activities. Where possible, Contractor will collaborate with schools and school districts to enroll foster children in local classes and to enhance the offerings of the schools and school districts to meet the needs and interests of the youth and prepare them for STEAM aptitude. If services are not available or appropriate, Contractor will create their own. Permission for off-site field trips must be granted by the CFS Social Worker or the caregiver.

VI. Case and Agency Coordination:

- A. StarVista and, if applicable, its subcontractors will work closely with CFS to meet the needs of the children in foster care and expectations of the County and Board of Supervisors (BOS).
- B. StarVista will closely collaborate with the child's other service providers and CFS social workers. Close collaboration will include regular small group joint case-planning meetings with partner service providers to identify the child's academic strengths for the purposes of providing well-rounded, complimentary educational services.
- C. StarVista will work closely with the child's caregiver, biological family, Educational Liaisons, Social Workers, CASAs, and other providers to ensure the needs of the child are met.
- D. StarVista will attend meetings with CFS and other Educational and Employment Services staff or providers to discuss case coordination.

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 CFS Contract Manager.

VIII. Staffing:

- A. All service-provider partners 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 population.
- B. Services will be delivered through a trauma-informed approach.
- C. Translation services will be made available by StarVista to the children. When translation services are utilized through any outside agency, children under the age of 18 will not be left to meet with a translator without the presence of a StarVista case manager, CFS staff, or an adult over the age of 18, designated by CFS.

IX. Case Records:

- A. Every referred child will have a well maintained file with progress reports and assessment scores stored securely in StarVista and/or subcontractor office(s);
- B. Files will be maintained with up-to-date and accurate case records;
- C. Case files will be 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. StarVista will be responsible for developing 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 services being provided by all agencies involved, show impact and effectiveness, and provide data to present to the Board of Supervisors and other community members.

XI. Hiring, Training, and Supervision of Staff and Fingerprinting Requirements:

- A. StarVista will hire, train, and supervise staff.

- B. All direct service staff will be required to submit to a Live Scan background check to StarVista prior to receiving any foster youth referral information.
 - 1. StarVista understands that it must be a Department of Justice approved vendor for Live Scan and background checks in order to perform services under this Agreement.
 - 2. StarVista will require all its employees, subcontractors, volunteers or agents that work directly with children to be fingerprinted through Live Scan and undergo a background check.
 - 3. StarVista is required to report any neglect, abuse, or violation that involves a child to the County contact listed in this Agreement as soon as they learn of the incident. Notwithstanding Section 5 of this Agreement, failure to report any such incident may result in immediate termination of this Agreement.
 - 4. StarVista will submit, upon execution of this Agreement, a copy of the organization's fingerprinting policies and procedures.

XII. Training and Evaluation:

StarVista and any subcontractor that is assigned services under this Scope of Work will:

- A. Attend all mandatory trainings as requested by County;
- B. Complete all County-provided training related to this program, as determined by the Human Services Agency, such as the Mandated Reporter Training (MRT) and Multi-Disciplinary Team Training (MDT);
 - 1. Legal subcontractors (attorneys) can be available to attend the MRT however attorneys are not mandated reporters.
- C. Conduct regular meetings with program staff to ensure program policies are being enforced, files are being updated properly, invoices are being submitted correctly, and any and all issues are being resolved appropriately;
- D. Attend evaluation meetings at the request of the Human Services Agency and implement all procedures immediately to maintain an effective program;
- E. All StarVista staff will be informed of any updates and/or changes in the program. StarVista will share these updates with their partners.

End of Exhibit A

Exhibit B (revised 6/2017) – Payment Schedule

StarVista Educational Services for Foster Children

In consideration of the services provided by the Contractor pursuant to this Agreement and subject to the provisions in Exhibit A (revised 6/2017) and of paragraph two of this Agreement herein, County will pay Contractor in the manner described below, unless otherwise specifically authorized by the Children and Family Services Director or his designee:

1. For the period of March 29, 2016 through June 30, 2017, the County is in the process of finalizing payments for any outstanding invoices and will have met its financial obligations in full to the Contractor for a total obligation not to exceed \$450,000.
2. For the extended period of July 1, 2017 through June 30, 2018, County shall pay Contractor monthly for actual costs incurred based on the budget in Exhibit B1 (revised 6/2017) upon receipt and approval of detailed invoices which includes costs incurred.
3. Due to County year-end close requirements, for services rendered for the period of June 1 – June 30, Contractor must submit the final fiscal-year invoice by June 21, 2018.
4. County shall have the right to modify or add services and adjust costs accordingly as agreed upon by both parties as long as it does not exceed the total contract obligation.
5. County shall have the option to adjust funds across line items as shown in Exhibit B1 (revised 6/2017) and across fiscal years to meet its project goals as agreed upon by both parties and as approved in writing by the County.
6. Invoices shall be sent electronically to the CFS Contract Manager (JLindner@smcgov.org).
7. Payments shall be made within forty-five (45) work days upon receipt of Contractor's invoice.
8. In no event shall services, taxes, and fees exceed the total Agreement obligation of **SEVEN HUNDRED FIFTY NINE THOUSAND DOLLARS (\$759,000)** for the term of the Agreement.
9. County may withhold all or part of Contractor's total payment if the Director of Children and Family Services or his designee reasonably determines that Contractor has not satisfactorily performed the services described in Exhibit A (revised 6/2017) and Section 3 of the Agreement. County will consider Contractor's performance as being satisfactory for the purposes of full payment if Contractor meets at least 90% of each of the targeted

outcomes as outlined in Program Monitoring Exhibit C (revised 6/2017). If the Contractor does not meet at least 90% of each of the targeted outcomes as outlined in Program Monitoring Exhibit C (revised 6/2017), County may consider the work unsatisfactory and may withhold all or part of Contractor's total payment.

10. If County determines to withhold payment, County will give thirty (30) days' prior written notice to the Contractor of County's intent. If County reasonably determines that circumstances warrant immediate action, County may withhold payment immediately, without the thirty (30) day waiting period, upon County's written notice with justification to Contractor.
11. If County withholds payment for unsatisfactory services, County will issue a corrective action plan outlining how to correct services. Contractor will respond to the plan within 10 business days.

End of Exhibit B

Exhibit B1 (revised 6/2017)

Program Name: Foster Youth Employment & Education Services

FY 17-18

Line Item	Total Program Budget	Funding Request (detail how funds will be spent per line item)
Revenue		
Cities	\$ 38,138	
First 5 San Mateo County	\$ 1,553,961	
HSA funding (amount requested)	\$ 309,000	\$ 309,000
County of San Mateo: Human Services Agency, Probation, Police Depts., Health System, Measure A	\$ 7,807,688	
<i>Federal Grant- Dept. of Health and Human Services</i>	\$ 200,000	
Fees for Services	\$ 679,160	
Fundraising- Individuals and Events	\$ 586,300	
Foundations/Corporate Grants	\$ 793,973	
School Contracts	\$ 656,800	
Other Income/Miscellaneous	\$ 283,204	
Total Revenue	\$ 12,908,224	\$ 309,000

			STAFFING DETAILS	
Expense			general units - units funded partially or wholly via the funding requested under this contract	
			STAFFING DETAILS	
Direct Personnel Expense	Full Cost	Cost to this Contract	% Attributed this Contract	cost for these FTE
Program Manager	\$ 64,480	\$ 58,032	0.900	\$ 58,032
Case Manager	\$ 42,640	\$ 42,640	1.000	\$ 42,640
Clinical Director	\$ 124,800	\$ 3,120	0.025	\$ 3,120
All other	\$ 6,536,240	\$ -		
Benefits (Direct Labor)	\$ 1,895,085	\$ 29,062		
subtotal personnel	\$ 8,663,245	\$ 132,854	1.925	\$ 103,792
Operating Expenses				
Supplies/Telephone/Internet/Printing/Postage	\$ 406,400	\$ 4,400		
Employee Costs & Mileage Reimbursement	\$ 185,705	\$ 5,986		
Facilities & Equipment: Office Rent/Maintenance/Utilities/Security	\$ 981,716	\$ 7,000		
Americorps Workers/Interns/Volunteer Costs	\$ 18,467	\$ -		
Professional Services & Fees	\$ 301,850	\$ -		
Client Costs: Rent/Utilities/Food/Transportation/Drug testing/Other	\$ 300,000	\$ 3,600		
Other/Misc.	\$ 149,900	\$ -		
less sub-contractors Daly City Partnership	\$ 67,906	\$ 67,906		
less sub-contractors Legal Aid Society SMC	\$ 71,870	\$ 71,870		
subtotal operating expenses	\$ 2,483,814	\$ 160,762		
Admin Expense				
Administrative expense <i>(note costs are pooled and allocated to sites; not allocated to sites by admin overhead and accounting)</i>	\$ -	\$ -		
Administrative Indirect	\$ 1,761,165	\$ 15,384		
subtotal admin expense	\$ 1,761,165	\$ 15,384		
Total Expenses	\$ 12,908,224	\$ 309,000		

Exhibit C (revised 6/2017) – Program Monitoring and Outcomes

StarVista Educational Services for Foster Children

PROGRAM MONITORING

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

Measure	FY 2017-18 Target
The percent reduction in unexcused school absences for foster children engaged in services.	20%
Of those children engaged* in services, the percentage of children who will be successfully connected to educational support services within one month of referral to StarVista.	70%
The percentage of children that will demonstrate improvement in the academic area(s) of concern upon reassessment after receiving at least one quarter of services.	70%
Percentage of increase in high school graduation rates for dependent foster youth engaged in San Mateo County educational and employment foster youth programs.	5% <i>Increase from 82.3% (estimated) to 87.3% (estimated) pending 16-17 year-end data.</i>
*Engaged is defined as having an educational case plan and a minimum of three (3) weekly meetings with StarVista or collateral educational partners within the first month and then at a frequency as outline in the agreed upon case plan.	

2. Contractor will be responsible for collecting and entering the data for program participants.
3. Reports:
- StarVista will submit monthly, quarterly, and year-end reports to the Human Services Agency in a format as specified by the HSA. Reports will include information, at a minimum, as outlined by section “b” below but, based on the County’s need for information, may include additional data.
 - StarVista will submit reports based on due dates below to the CFS Contract Manager (JLindner@smcgov.org) detailing the:
 - Number of children referred to StarVista and subcontractors (individual and aggregate)
 - Number of children engaged in services with StarVista and subcontractors (individual and aggregate)
 - For those children who are not engaged, a breakdown of the reason for non-engagement.

- iii. Areas of concern for the children, activities conducted to address areas of concern and progress on those areas of concern
 - iv. Percentage of children demonstrating improvement in the academic area(s) of concern upon reassessment after receiving at least one quarter of services.
 - v. Percent reduction in unexcused school absences for foster children engaged in services.
 - vi. Of those children engaged in services, the percentage of children who were successfully connected to educational enhancements within one month of referral to StarVista.
- c) Monthly Measure K Reports are to be submitted by the 23rd day of each month.
- d) Quarterly Reports are to be submitted by the following dates:
October 15, 2017 | January 15, 2018 | April 15, 2018 | July 15, 2018
- e) Six-month narrative and activity report is to be submitted by:
January 15, 2018
- f) Year-end narrative and activity report to be submitted by:
July 15, 2018

End of Exhibit C

Attachment P

Personally Identifiable Information

Requirements for County Contractors, Subcontractors, Vendors and Agents

I. Definitions

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

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

II. Restrictions on Contractor re Use and Disclosure of PII

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

III. Use of Safeguards by Contractor to Protect PII

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

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

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

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

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

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

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

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

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

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

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

V. Permitted Uses and Disclosures of PII by Contractor

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

VI. Obligations of County

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

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

VII. Permissible Requests by County

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

VIII. Duties Upon Termination of Agreement

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

IX. Miscellaneous

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