

AMENDMENT TO AGREEMENT
BETWEEN THE COUNTY OF SAN MATEO AND
COURT APPOINTED SPECIAL ADVOCATES OF SAN MATEO

THIS AMENDMENT TO THE AGREEMENT, entered into this ____ day of _____, 20____, by and between the COUNTY OF SAN MATEO, hereinafter called "County," and COURT APPOINTED SPECIAL ADVOCATES OF SAN MATEO, 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 on June 16, 2015 (the "Agreement") for the training of mentors and advocates for dependent children of San Mateo County in the amount of \$208,060 for the term of July 1, 2015 through June 30, 2017; and

WHEREAS, the parties now wish to further amend the Agreement to extend the term to June 30, 2018 and add funds in the amount of \$108,211 for a new total obligation of \$316,271 in order to allow for the continuation of court-advocacy services for San Mateo County dependent children.

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

1 Section 1 – Exhibits and Attachments– of the original Agreement is amended to read as follows:

Exhibit A—Services (Revised, June 2017)-New

Exhibit B—Payments and Rates (Revised, June 2017)-New

Exhibit B1—Project Budget - New

Exhibit C—Child Abuse Reporting Requirement

Exhibit D—Fingerprinting Form

Exhibit E—Program Monitoring and Outcomes-New

Attachment I—§ 504 Compliance

Attachment II—Quarterly Report Form

Attachment P—Personally Identifiable Information Requirements-New

2. **Section 2 – Term** – of the original Agreement is amended to read as follows:
The term of this Agreement shall be from July 1, 2015 to June 30, 2018, unless terminated earlier by the County.

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

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specification set forth in this Agreement and in **Exhibit A (Revised, June 2017)**, County shall make payment to Contractor based on the rates and in the manner specified in **Exhibit B (Revised June, 2017) and B1**. 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 **THREE HUNDRED AND SIXTEEN THOUSAND TWO HUNDRED AND SEVENTY ONE DOLLARS (\$316,271)**.

4. Section 20– **Compliance with Living Wage** is hereby included in the Agreement as follows:

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

5. Exhibit A–Services is hereby replaced in its entirety with **Exhibit A—Services (Revised, June 2017)** in its entirety and is attached hereto and incorporated by reference herein.

6. Exhibit B–Payments and Rates is hereby replaced in its entirety with **Exhibit B—Payments and Rates (Revised, June 2017)** in its entirety and is attached hereto and incorporated by reference herein.

7. Exhibit B1–**Project Budget** is attached to the Agreement and its terms and conditions are incorporated by reference herein.

8. **Attachment P**–Personally Identifiable Information Requirements for County Contractors, Subcontractors, Vendors and Agents – is attached to the Agreement and its terms and conditions are incorporated by reference herein.

9. **Exhibit E**–Program Monitoring and Outcomes – is attached to the Agreement and its terms and conditions are incorporated by reference herein.

All other terms and conditions of the Agreement dated June 17, 2015 and subsequent amendments between the County and Contractor shall remain in full force and effect.

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

For Contractor: **COURT APPOINTED SPECIAL ADVOCATES OF SAN MATEO**

Sally Petersen
Contractor Signature

5/24/17
Date

Sally Petersen, CFO
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 - Scope of Work (Revised, June 2017)
Court Appointed Special Advocates (CASA)

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

I. Court-Advocacy and Mentorship to Foster Children

- A. Assign a volunteer to San Mateo County children who have an open Juvenile Court matter, based on social worker recommendation and/or court appointment.
 - 1. Volunteer assignments will be culturally appropriate. As much as possible, each dependent child will be paired with a volunteer who is representative of the child's own culture/language.
 - 2. Children who are placed outside of San Mateo County will be matched to volunteers who are willing to travel and/or arrange for regular phone/video conferences to meet with the child for purposes of building a supportive relationship and advocating on behalf of the child's best interests.
- B. Develop, implement and use a tool to gather information about the dependent child in order to assess need and provide successful court-advocacy on behalf of the child and his/her best interests. This may include:
 - 1. Meeting with the dependent child, learn about his/her interests, what's going well/not so well, etc. Questions, context and discussion points must be age-appropriate.
 - 2. Meeting with family members, professionals (such as social worker, teachers) and other key individuals who are part of the child's support system to identify any services that may be needed.
 - 3. Reviewing documents and records.
- C. Provide support and clarity to the child throughout the duration of their court case. This includes helping the child understand the court proceedings.
 - 1. The context and discussion points of these meetings must be age-appropriate.
- D. Document the findings of the case and provide written reports at the court hearings, when appropriate.
- E. The Contractor shall appear in court, when appropriate, and advocate for the child's best interests; provide testimony when needed.
- F. The Contractor shall recommend services and seek/encourage cooperative solutions among individuals and organizations involved in the child's life.
 - 1. Work collaboratively with the social worker and other case managers to ensure child's needs are being met. CASA volunteer shall hold regular check-in meetings (no less than once per month) with the assigned social worker to discuss the assigned child's care and interests.
 - 2. Advocate for the child and where interests align, the family, to ensure that they receive appropriate services, when necessary.
 - 3. Inform professionals (i.e., social worker, public health nurse, teacher) regarding concerns about the child's health/mental health, education, social development, etc.

4. Advocate and recommend services to the court on behalf of the child, when the needs of the child are not being met.
- G. Monitor case plans and court orders to ensure that mandated review hearings are being held and case plans are being followed.
- H. Update the court(s) on the developments with the assigned children's status.
- I. Provide each dependent child with an average of Ten (10) hours of service per month per trained volunteer.

B. Volunteer Recruitment and Training

- A. CASA will recruit, screen and train volunteers. Volunteers recruited must be representative of the children's demographics (i.e., culture, gender, language, etc.).
- B. CASA will conduct targeted recruitment of volunteers who are willing to travel outside of San Mateo County/Bay Area to meet with assigned dependent child(ren) who are placed in those locations.
- C. All volunteers will be required to submit to a LiveScan background check to CASA prior to working directly with any child.
 1. All direct service staff will be required to submit to a Live Scan background check to CASA prior to receiving any foster youth referral information.
 2. CASA 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.
 3. CASA 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.
 4. CASA 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.
 5. CASA will submit, upon execution of this Agreement, a copy of the organization's fingerprinting policies and procedures.
- D. CASA will provide thirty (30) hours of training per volunteer. Training topics will include the following:
 1. Overview of the Child Welfare System and Juvenile Dependency Court process;
 2. Cultural Competency;
 3. Needs and Development of Children/Youth;
 4. Understanding Family Dynamics and Challenges, Confidentiality; and
 5. Educational Advocacy and Mandated Reporting.
- E. CASA will provide a minimum of twenty-two (22) additional continuing education training hours on topics including:
 1. Common case challenges;
 2. Mental health, first aid and understanding substance abuse; and
 3. Commercially sexually exploited children (CSEC).

- F. Training topics may be adjusted based on the Judicial Council of California's requirements.
- G. CASA will make available five (5) separate training sessions for volunteers in per year.
 - 1. CASA will provide four (4) English and one (1) Spanish volunteer training session.
- H. Contractor is expected to report all known or suspected instances of child abuse or neglect including its employees, consultants, or agents performing services under this agreement. Notwithstanding Section 5 (Termination) of the agreement, the County may terminate the agreement immediately for failure to report. Contractor shall report all known or suspected instance of abuse to the Contact listed in section 17 (Notices) of the Agreement.

(End of Exhibit A)

Exhibit B

Payments and Rates (Revised, June 2017)

Court Appointed Special Advocates (CASA)

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. For Fiscal Year 2015-2017, County has fulfilled its obligation of \$208,060.
2. Contractor shall invoice County upon execution of amendment for one lump sum of \$108,211 based on the services shown in Exhibit A.
3. Lump sum payment in the amount of \$108,211 shall be paid upon execution of the amendment and receipt and approval of Contractor's invoice. Payments shall be made within forty-five (45) working days after receipt and approval of the invoice.
4. County shall pay contractor upon receipt and approval of invoices. Invoices shall be sent to the Children and Family Services Contract Manager: Donna Woche - DWoche@smcgov.org.
5. In any event, the total amount of the Agreement, including taxes and fees, shall not exceed \$316,271.

(End of Exhibit B)

Exhibit B1
Project Budget (FY17-18)

Program Name: CASA of San Mateo County - Core Services Budget FY 17-18				
Line Item	Total Program Budget	Funding Request through RFP (detail how funds will be spent per line item)		
Revenue				
Foundations	\$ 104,000			
Corporations	\$ 25,000			
HSA funding (amount requested)	\$ 108,211	\$ 108,211		
Events	\$ 95,000			
Individuals	\$ 148,241			
	\$ -			
	\$ -			
Other government contracts (list each contract/funding on it's own line- please add in more rows if needed)				
Judicial Council of California	\$ 40,450			
In kind (facilities and maintenance)	\$ -			
In kind (other)	\$ -			
Total Revenue	\$ 520,902	\$ 108,211		
Expense			STAFFING DETAILS	
			general units - units funded partially or wholly via the funding requested under this RFP	
			STAFFING DETAILS	
Direct Personnel Expense	Full Cost	Cost to this Contract	% Attributed this Contract	cost for these FTE
Training and Volunteer Coordinator	\$ 47,092	\$ 47,092	1.0	\$ 47,092
Recruitment and Outreach Coordinator	\$ 43,000	\$ 22,500	0.5	\$ 22,500
Other Personnel: Exec. Dir., Prog. Dir., Sr. Prog. Manager, 4 - Program Managers, Prog. Assoc., Fund Dev't Assoc., and Grants Coord.			0.0	
Benefits (Direct Labor) - Other Personnel	\$ 305,193	\$ -		
Benefits (Direct Labor) - Contract Personnel	\$ 18,561	\$ 15,523		\$ 15,523
subtotal personnel	\$ 451,339	\$ 85,115	1.50	\$ 85,115
Operating Expenses				
Supplies	\$ 7,486	\$ 2,133		
Rent	\$ 10,860	\$ 2,715		
Utilities	\$ -	\$ -		
Phones, Internet and Other Office Expenses	\$ 30,283	\$ 5,835		
Mileage Reimbursement	\$ -	\$ -		
Materials / Printing	\$ 7,434	\$ 2,102		
Equipment	\$ -	\$ -		
Training - Stipends for Content Trainers/Experts	\$ 2,050	\$ 2,000		
Training - Initial and Continuing Education Materials	\$ 1,750	\$ 1,250		
Background Screening Fees	\$ 4,000	\$ 3,061		
Miscellaneous - Insurance, Audit, Marketing, Staff Dev't, Company Events	\$ 5,700	\$ 4,000		
Outside Svcs/Clean & Supp	\$ -	\$ -		
subtotal operating expenses	\$ 69,563	\$ 23,096		
Admin Expense				
Administrative expense (note costs are pooled and allocated to sites; not allocated to sites by admin overhead and accounting)	\$ -	\$ -		
subtotal admin expense	\$ -	\$ -		
Total Expenses	\$ 520,902	\$ 108,211		

*Line item costs for services shown in this contract may be adjusted to meet service goals as agreed upon by both parties and approved by the County in writing so long as it does not exceed the total Agreement obligation.

(End of Exhibit B1)

Exhibit E - Program Monitoring and Outcomes (Revised, June 2017)

**Court Appointed Special Advocates (CASA)
Court-Advocacy and Mentorship to Foster Children**

I. PROGRAM MONITORING

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

Community Impact – Program Outcome	FY 2017-18 Projected
Based on a mailed and/or electronic anonymous survey, of those youth who receive CASA services for one year and respond to the survey, the percentage of youth who will report feeling supported by their CASA worker.	85%
Quantitative Measures	FY 2017-18 Projected
Number of children who receive court-advocacy services.	365
Number of new CASA volunteers recruited and trained.	135
Of the newly recruited and trained volunteers, percent who will be Spanish-speaking.	25% (33 volunteers)
Percentage of children for which a CASA was present at their court hearing.	95% (346 children)
Percentage of timely CASA court report submissions for children.	95%
Average number of hours each child will receive in court-advocacy services from their CASA volunteer per month.	10
Qualitative Measure	FY 2017-18 Projected
Average number of face-to-face hours each out-of-county, out-of-home placement child will spend with their assigned CASA volunteer per month.	8

II. REPORTING

- A. Contractor will be responsible for collecting, entering and reporting the data for program participants related to the services provided by Contractor.
- B. Contractor will submit monthly, quarterly and year-end reports to the Human Services Agency in a format as specified by the HSA. Contractor will submit reports based below to the CFS Contract Manager (DWochoer@smcgov.org).
- C. Reports will include, at a minimum, the following information but, based on the County's need for information, may include additional data:
 1. Quarterly: Recruitment activities including a description of the recruitment methods (for example, recruitment presentations).
 - a. The report will include a short description along with date, time, location, and number of attendees. This will include also how many individuals

volunteered to be a CASA volunteer based on the type of recruitment method used.

2. Quarterly:
 - a. Number of participants trained, number of participant hours, and the number of English/Spanish sessions offered. This report will also include a demographic breakdown of the newly trained CASA volunteers.
 - b. Number of Court reports submitted by CASA volunteers on behalf of their children/youth.
 - c. Number of court hearings attended by CASA volunteers or CASA staff.
3. Monthly and Quarterly:
 - a. Number of foster care children who are assigned to work with a CASA volunteer.
 - b. Average number of service hours provided to foster children per CASA volunteer.
4. Year-End: Roll up of all quarterly reporting measures along with an explanatory narrative detailing how and when expected outcomes were met and if not why not. For those measures not met, supporting detail will be provided along with corrective actions to address the performance outcome the following year.
5. Monthly, Quarterly and Year-End: Include updated performance outcome data.

(End of Exhibit E)

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 from the date of the breach/the breach was discovered?.
- 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 Personally Identifiable Information 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.