Information Builders

Information Builders, Inc.
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Master Services Agreement
Rider #3

STATEMENT OF WORK

This Statement of Work sets forth the services to be provided hereunder ("Services") pursuant to the terms and conditions of the Information Builders Master Services Agreement ("Agreement") dated November 3, 2015 between Information Builders, Inc. ("Vendor") and the County of San Mateo, a political subdivision of the State of California ("Client") and which terms and conditions are incorporated herein by reference.

OUR UNDERSTANDING OF THE PROJECT

County has selected Vendor to provide additional Business Intelligence & Data Analytics functionality to enhance and expand the previous implementations. The scope of this Statement of Work supports this new implementation phase and Client has requested Vendor's assistance to conduct activities in support of this objective.

The Project will be organized and conducted with a high level of involvement with Client's business analysts, report developers, and data analysts so that Vendor's involvement is intended to decrease over time as Client staff becomes capable of taking responsibility for ongoing development activities. Vendor's resources will also provide knowledge transfer throughout the project. Client is tasked with taking responsibility for maintenance and enhancements of project elements as they are completed.

IMPLEMENTATION APPROACH

Client has sought the assistance of Vendor's Professional Services personnel ("Consultants") to augment Client's staff on a project to implement a business intelligence and data analytics system using Vendor's software products (the "Project"). Consultants will provide implementation services, advice, guidance, and assistance for the Project as set forth below.

Where possible, portions of the Project will be delivered using an agile methodology to deliver incremental outputs in an iterative fashion. However, a formal Scrum methodology will not be used.

SCOPE OF SERVICES

Vendor will provide Client with up to five (5) Consultants, in the roles identified below to work full-time as a part of Client's project team (the "Project Team") at Client's Belmont, CA facilities, or such other designated facilities as the parties may agree. The Consultants shall augment and support the Project Team, at the direction of the Client's Project Manager, in the performance of the Tasks related to the Project as more particularly set forth below, commencing on or about July 1, 2017 and continuing for an anticipated period of approximately eleven (11) months.

TASKS

Durations described in this section are estimates based on information available at this time. Some factors are beyond the control of both Vendor and Client. Vendor will, however, use commercially reasonable efforts to complete the tasks within the planned duration or estimated cost. Conceptual diagrams and visualizations have been provided by Client for use by Vendor in developing this estimate. Individual Task-specific Business Requirement Documents (BRDs) will be developed and approved by both parties for each of the portals described in the following Tasks. In the event that the approved BRD

results in an increase to the estimated effort, the Change Order process will be followed to reduce the scope or increase funding for the Project.

The description of report complexity is described in the Assumptions - Technical section below.

The Project scope is limited to the following Tasks:

Employment Services and Associated Processes – Design and implement an Employment Services Portal with the following features:

1. Employment Services Portal (the "ES Portal") will have six (6) tabs with multiple reports and charts per tab, with an estimated thirteen (13) medium complexity reports. Tabs, reports, filters, and trend information are described as follows:
    a. Job Information Center Data:
        i. Visitor Volume and reasons for visits
        ii. Job Fair, and Recruitment data
        iii. Hires
        iv. Filtered by month, and location.
    b. Caseload information
        i. Caseload by staff
        ii. Case alert types (employment activities/plan)
        iii. Case types (Child Care, Post Aid, WTW, etc.)
        iv. Filtered by case worker, work units, regional offices
        v. Trended by year, month
    c. Work Participation Rate (WPR)
        i. Work Participation Rate
        ii. Filtered by case worker, work units, programs
        iii. Trended by year, month
    d. Employment data
        i. Placement statistics:
            1. Subsidized employment program types: SEP, EIP
            2. Un-subsidized employment types: unsubsidized, post Aid, hires
        ii. Filtered by case worker, work unit, programs, offices
        iii. Trended by year, month
    e. Demographic information
        i. Case level information
            1. Family/case size
            2. Age, gender, ethnicity
            3. Location
        ii. Presentation:
            1. Data table
            2. GIS mapping (need jobs, find jobs)
    f. A dimensional data mart built from available data sources.
    g. A data integration layer to load and transform source data.
    h. Data quality plans and processes.
    i. Process flow and data orchestration processes.

The estimated level of effort for this Task is approximately forty-five (45) person-weeks, and the planned duration is approximately twenty-one (21) weeks.

Finance Portal and Associated Processes – Design and implement an Economic Self Sufficiency Portal and Dashboard system with the following features:

1. The Finance Portal will have six (6) tabs with multiple reports and charts per tab, with an estimated six (6) medium complexity reports. Tabs, reports, filters, and trend information are described as follows:

a. Budget vs Expenditure
   i. Budget by Class
   ii. Budget by Sub-Class
   iii. Budget Summary
   iv. Agency Roll-up
   v. Agency Roll-up variance
   vi. Actuals expenditures
   vii. Filtered by month, fiscal year, Director (Branch), Organizational accounts etc.
   viii. Trended by year, month
   ix. Drill down to actual expenditures
b. A dimensional data mart built from available data sources.
c. A data integration layer to load and transform source data.
d. Data quality plans and processes.
e. Process flow and data orchestration processes.

The estimated level of effort for this Task is approximately thirty-eight (38) person-weeks, and the planned duration is approximately twenty-three (23) weeks.

Project Coordination - Assist Client Project Manager with project management and coordination throughout the life of the project as described below. The estimated level of effort for this Task is incorporated into the level of effort and costs for the Tasks listed above.

PROJECT MANAGEMENT APPROACH

Client shall assign a project manager to be the primary point of contact for Vendor. The Client Project Manager shall take responsibility for reviewing status reports, issues, and progress of the Project with the Vendor Engagement/Solution Manager and shall have the primary responsibility for managing the Project. The Client Project Manager shall also be responsible for escalating Project status and Project issues to Client's and Vendor's Senior Management as necessary and appropriate. The Consultants shall work at the direction of the Client's Project Manager who shall manage and direct the Project in accordance with its own project and/or implementation methodology. The Client Project Manager will coordinate all Vendor and Client resources throughout the duration of the Project.

Vendor will assign an Engagement/Solution Manager who shall be responsible for coordinating Vendor resources with the Client Project Manager. The Vendor Engagement/Solution Manager will perform technical analysis and tasks as required and will also be responsible for:
- Assisting the Client Project Manager with Project Kickoff activities.
- Assisting the Client Project Manager with the development and monitoring of the Project plan.
- Preparing and reviewing weekly status reports with the Client Project Manager and Vendor Management. The weekly status reports will include:
  - Vendor activities accomplished during the previous period.
  - Anticipated Vendor activities for the next period.
  - Project funding status.
  - Risks and issues.
- Managing risks and issues.
- Escalation management as required.
- Change control as required during the life of the project.
- Performing project closure activities.

CLIENT RESPONSIBILITIES

Client acknowledges that its participation and cooperation are critical for the success of the Project. Client further acknowledges that it has a number of responsibilities and obligations that it must fulfill before Vendor is able to perform its obligations hereunder. Client's responsibilities and obligations include but are not limited to the following:

General

1. Prior to the start of the Project, workspaces, wireless or wired Internet access, and access to a network printer will be available for all Vendor staff assigned to the Project. In addition, network logon ID(s) and system access will be required for each consultant, as necessary to complete the Project. Such facilities, equipment and access shall be comparable with what Client provides for its own employees. For certain phases of the Project and for short periods if time, a war room setup is acceptable.

Technical

1. Client databases and systems identified in this Statement of Work represent all the applications with which the named application shall interface.
2. Client shall be responsible for maintaining the development and production environments in accordance with Vendor specifications, including wide area networks, local area networks, network servers, operating systems, relational database management systems and other hardware.
3. Client shall provide Vendor team members with full access to its development and production environments, as well as access to other environments where necessary data files are stored.
4. Client shall provide the required computer server equipment and administrative support for housing the Vendor server and the database server (the "Development Environment"). These servers will be accessible over a network provided and administered by Client.
5. Client shall be responsible for all network, operating system, and premises security in accordance with its policies or local, state or government regulations.
6. Client shall be responsible for all reasonable backup and recovery to ensure no interruption or loss of work in the development and production environments.
7. Client shall provide ongoing systems administration support as required during the term of the Project.
8. Client shall ensure that all environments will be provided and owned/licensed by Client including servers, OS, RDBMS and Vendor will be entitled to use them in accordance with such licenses without charge, during the term of the Project as needed.
9. Client shall be responsible for production deployment of all applications and all post-implementation first-level support (help desk, operations, etc.).

Resources

1. Prior to the commencement of the Project, Client shall designate and identify to Vendor one (1) executive-level person within its organization ("Executive Sponsor") who has the authority to make final decisions and resolve issues with regard to the Project and Client's functional/business requirements. The Executive Sponsor shall be available when needed.
2. Client shall assign a project manager to be the primary point of contact for Vendor. The Client Project Manager shall take responsibility for reviewing status reports, issues, and progress of the Project with the Vendor Engagement Manager and shall have the primary responsibility for managing the Project. The Client Project Manager shall also be responsible for escalating Project status and Project issues to Client's Senior Management/Project Sponsor as necessary and appropriate.
3. Client shall commit a dedicated business sponsor throughout the term of the Project. Client shall make available additional business resources as required to support each task. Client shall provide sample reports, process diagrams, or other process related information to support this activity.
4. The Client Database Administrator or equivalent shall be available for identifying required interfaces and data sources.
5. Client Project Manager, Subject Matter Experts, Business Sponsor and all other business resources and requisite personnel shall be available when needed.
6. Client shall provide all of the resources specified in the Client Staffing Plan section of this Statement of Work, to be available when needed. Changes in or additions to the list of identified resources or their scheduled availability may impact the cost and effort estimates, as well as the time of completion.

7. Client shall provide a designated representative from each of the functional areas of Client to identify the details of the specific reports that Vendor will work on jointly with the Client development team.
8. Client shall provide the Vendor Project Team remote VPN access into Client's development and test environment for the Project. Vendor's labor and expenses estimates assume effective use of off-site Consultants to perform specific tasks.
9. The Client Project Manager shall ensure that during all test runs, the proper resources are available to participate in the testing. These resources include systems integration resources, database administrators, network administrators, and systems administrators.

Data
1. Client shall be responsible that all data required is available and non-corrupt.
2. Client shall provide the data formats for the data to be imported from all the source systems, by the dates indicated in the Project plan. Client shall be responsible for the extraction of data into a format predefined and agreed to by both parties.
3. Client shall provide the Vendor consultants assigned to the Project, access to all necessary databases and schemas of data stores from which information must be obtained.
4. Client shall provide the Vendor consultants assigned to the Project, access to all necessary systems, metadata and documentation.
5. Client shall be responsible for the accuracy of the data stored in the data sources. Vendor will not be held responsible for results that are inaccurate or incomplete caused by insufficient or corrupt data except when explicitly set forth as Vendor's responsibility in this Statement of Work.
6. The parties acknowledge that in the course of their business relationship and in the provision of Professional Services, that Vendor shall not have or receive any Client customer or personal information that can be used to identify an individual as part of their normal course of business dealings. It will be Client's responsibility to assess the necessity of providing such information to Vendor on a case by case basis and in the event that Client deems it necessary, then Client and Vendor shall agree as to the method and means of its dissemination and timely removal. To the extent Client is providing test data to Vendor, such data shall have any such customer or personal information removed or redacted unless the parties otherwise agree in writing.

PROJECT ASSUMPTIONS

Vendor used the following technical and business assumptions to develop this statement of work. These assumptions are based on information provided by Client to Vendor relating to the Project and Client's current business systems as of the effective date of this Statement of Work, and have been used to develop Vendor's current estimated level of effort and cost. Any deviation from these assumptions may affect the actual scope of work and lead to commensurate changes in such estimates and the associated Services fees and expenses as described in General, number 2, below.

General
1. This Statement of Work is based upon Vendor's initial understanding of the Project. High-level requirements and processes have been verbally communicated to Vendor such that an estimate may be provided for the level of effort and cost associated. The Project Plan and timeline, resource requirements and cost estimates may be refined throughout the Project as details on requirements are accumulated.
2. Increases in scope outside of the identified and defined tasks or any change to requirements, that will have an impact on cost and schedule will be documented as Change Orders. Change Orders will be submitted to Client for review and must be executed by both parties as an amendment to this Statement of Work prior to incorporation into the Project baseline. Any Change Orders will identify extended timeframes, if applicable, services to be provided and cost for said services.
3. Unexpected and unknown items may result in changes to the Project plan and Project timelines.
4. Vendor's Project Management Guidelines methodology for status reporting, acceptance, issue tracking, change requests, and funding requirements may be used during the course of this Project at Vendor's discretion.
5. Vendor and Client will mutually agree upon a Risk Management procedure and an Issue Management procedure.

6. There will be an Executive Steering Committee, which is made up of executives from Client and Vendor. This is an oversight organization charged with providing both project vision and direction, which has ultimate responsibility for conflict/issue resolution and has the final decision on scope-change management.
7. The scope of Services hereunder contemplates Vendor's assistance with Client's development of the named application only. Any configuration, modification or other changes to any Client or third party applications, including such applications that Client seeks to integrate, interact, interface or otherwise work or exchange data with the named application, are the sole responsibility of Client.
8. Client will provide information regarding Client's business policy, processes, and their organization sufficient to support Vendor's provision of Services hereunder.
9. Advice and guidance provided hereunder is not intended to replace or achieve more formal end user and technical training of Client's Users, which is separately available from Vendor.

Technical
1. Client has a working knowledge of the technical environment and data required to help Vendor in performing the approach and scope outlined in this Statement of Work.
2. Vendor assumes no responsibility for application performance issues except to the extent that Client can demonstrate that the substandard performance is solely caused by defective application code written by Vendor.
3. Integration with a non-WebFOCUS portal is outside the scope of this Statement of Work.
4. Any existing anomalies in data must be rectified prior to development of the WebFOCUS reports. Vendor will not be responsible for correcting existing data anomalies.
5. Vendor uses the following assumptions to define report complexity:
   o Low complexity Report -- up to two data sources; up to six columns; up to four lines of static heading; sub-totals produced on a maximum of one dimension; one output format (e.g. HTML); report runs on defaults with no prompting; default selections limited to three where clauses (e.g. two global variables such as current time and/or one drill-down variable); and one level of drill-down to a low complexity report.
   o Medium complexity Report -- up to four data sources (one fact table and three dimension tables); up to 12 printed or non-printed columns with a maximum of 8 calculated columns; up to four lines of heading using a standard style sheet; sub-totals for up to three dimensions; up to two output formats (HTML plus one other); standard HTML launch page; up to three variables selected by user; and one level of drill down to a low complexity report.
   o High complexity Report -- up to six data sources (one fact and five dimensions or two fact and four dimensions); intermediate file processing requiring up to three hold files; up to twelve printed or non-printed columns (all 12 columns may need to be calculated); up to four lines of heading using a standard style sheet; sub-totals for up to five dimensions; up to three output formats (HTML plus two others); standard HTML launch page; up to five variables selected by users (with a maximum of two variables being a dynamic list of values); and two levels of drill down to a low or medium complexity report.

Resources
1. Any non-availability of Client resources or environments may result in changes to the Project Plan and Project timelines.

Data
1. All data extracts necessary to perform the scope and approach to the Project will be acquired by Client and placed on disk prior to the start of Vendor work.
2. Changes to the database structure, data mapping, and/or data relationships that occur after the start of the Project will not affect any reports under development or already completed. Should that occur, the impact on the cost and schedule will be determined and a decision made between Vendor and client as to whether the change will be implemented.

PROJECT STAFFING

Vendor Staffing Plan: The staffing plan for the Vendor team is as follows:

1. Senior Consultants with experience in implementing Vendor's WebFOCUS business intelligence products, user interfaces, security, testing, and production rollout.
2. Systems Integration Engineer with experience in iWay integration.
3. Data Quality Engineer with experience in implementation of Vendor's data quality tools.
4. Data Architect with experience in data modelling and ETL.
5. Engagement Manager/Solution Manager with experience in integration and data quality projects who will assist the Project Team with Engagement Management and technical architectural design.
6. Systems Engineer with experience in installation of Vendor's software, who will assist the Client team with Installation activities.

Client Staffing Plan: The necessary Client's resources are:
1. Executive Sponsor
2. Business Sponsor
3. Business Analyst
4. Business Subject Matter Expert
5. BI Developer
6. Database Administrator
7. Project Manager

Vendor will schedule the appropriate resources upon execution of this Statement of Work. A two to three week notice may be necessary.

PAYMENT TERMS

All Services related to this Project, as outlined in this Statement of Work, shall be performed on a time and materials basis. Services are estimated and billed on an hourly basis, based upon an eight (8) hour workday per Consultant and a forty (40) hour workweek per Consultant. A minimum engagement duration of five (5) workdays per Consultant is required. The applicable billing rate for the Consultant shall be at the rates shown below. Any and all hours in excess of ten (10) hours per day per Consultant or fifty (50) hours per week per Consultant require the prior written consent of Vendor; however, all hours worked will be billed to and paid by Client. All overtime shall be billed at the same hourly rate per Consultant as regular time for such Consultant.

Resource Level	Discounted Hourly Rate (US$)	Hours	Total (US$)
Senior Consultant	$165	972	$ 160,380
Data Migrator Architect	$165	860	$ 141,900
Systems Integration Engineer	$165	400	$ 66,000
Solution Manager	$190	655	$ 124,450
Sr. Solution Analyst	$190	416	$ 79,040
Contingency Funds	N/A	N/A	$ 57,000
Total Estimated Fees			$ 628,770

The estimated consulting hours provided above is for budgeting purposes only and should not be construed as a fixed price quotation. Vendor does not promise to complete Tasks for the amount estimated above. In the event additional hours are required, Vendor will extend these services, subject to the availability of personnel, on a time and materials basis, upon receiving written authorization from Client.

Contingency Funding: Contingency funding in the amount of $57,000 is being added to this Statement of Work in the event that additional modifications or enhancements are requested by Client program staff once the Portal and Dashboards have been completed, or in the case that unknown challenges are encountered, including but not limited to business logic, data acquisition and processing, and visual layout and contents. Any such changes will be agreed upon by both parties in writing in accordance with the Change Management process described in the PROJECT ASSUMPTIONS section above.

Expenses: All travel, meals, and living expenses incurred shall be pre-approved and shall be borne by Client, such approval not to be unreasonably withheld. The maximum reimbursement amount for the actual cost of lodging, meals, and incidental expenses ("M&I Expenses") is limited to the then current Continental United States ("CONUS") rate for the location of the work being done (i.e., Belmont for work done at the Human Services Agency administration building) as set forth in the Code of Federal Regulations and as listed by the website of the U.S. General Services Administration (available online at http://www.gsa.gov/porta/content/104877, or by searching www.gsa.gov for the term 'CONUS.' Client will set the maximum for lodging at twice the CONUS rate and CONUS rates for all other reimbursement.

The maximum amount payable for expenses (travel, meals, and Living expenses) shall not exceed Forty-Three Thousand Dollars ($43,000). Vendor shall not exceed such expense estimate without the approval of Client such, approval not to be unreasonably withheld. In the event expenses incurred or anticipated by Vendor to be incurred exceed $43,000 and Client withholds approval of additional expenses, Vendor shall have the right to suspend performance of all Services and Vendor shall not be liable for delays, added costs, failure to complete the Project, or incomplete work resulting from such suspension of Services.

Payment: All fees and charges shall be billed on a monthly basis and such bills shall be due and payable upon receipt. All invoices shall be provided to:

Client's Name:	County of San Mateo - Human Services Agency
Client's Address:	1 Davis Drive
City, State, Zip:	Belmont, CA 94002
Attn: Name:	Michael Wentworth
Phone Number:	650-802-7567
Email Address:	mwentworth@smcgov.org

Client shall inform Vendor promptly in writing if it changes the person to whom invoices should be sent.

Client shall be solely responsible for payment of any sales taxes (but expressly not for taxes on Vendor's income, employee benefits, employee, officer, director or affiliate salaries or other compensation or for licenses or other governmental permits required in order for Vendor to do business generally) associated with Vendor's provision of the Services; should Vendor be required to pay any taxes or other incidental charges associated with the provision of the Services outlined in this Statement of Work, then such taxes or other charges shall be billed to and paid in full by Client.

Miscellaneous: All pricing is valid through October 31, 2018 for the Services performed hereunder provided that this Statement of Work is executed on or before July 25, 2017. Subcontracted personnel assigned to the Project will be invoiced to Client at the same rates set forth above. Except as otherwise stated in this Statement of Work with regard to the Services performed hereunder, Vendor reserves the right to change the services it offers to its Clients generally and the related rates at any time.

MAXIMUM PAYMENT AND TERM

In no event shall payments under this Statement of work exceed Six Hundred Seventy-One Thousand Seven Hundred and Seventy Dollars ($671,770) or extend beyond October 31, 2018 unless a Change Order is issued and signed by the parties or this Statement of Work is otherwise amended as described in Section 13.9 of the Agreement. Client does not promise to pay invoices exceeding the maximum payment, or incurred after the termination date.

Description	Total (US$)
Consulting Fees with Contingency	$ 628,770
Expenses	$ 43,000
Total Estimated Fees with Contingency	$ 671,770

RETENTION OF RECORDS
Section 4.4 of the Agreement notwithstanding, Vendor's Information Builders will retain applicable records for Client's inspection for a period of three (3) years.

The Effective Date of this Statement of Work shall be _____.

Executed By:	**Executed By:**
COUNTY OF SAN MATEO	INFORMATION BUILDERS, INC.
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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 .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 that only the minimum necessary amount of PII required to perform required business functions will be accessed.

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

a. Contractor shall report to County within three business days 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.   <u>Permissible Requests by County</u>

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.   <u>Duties Upon Termination of Agreement</u>

    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.   <u>Miscellaneous</u>

    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.