

**AGREEMENT BETWEEN THE COUNTY OF SAN MATEO AND SAN MATEO
COUNTY OFFICE OF EDUCATION**

This Agreement is entered into this _____ day of _____, 20____, by and between the County of San Mateo, a political subdivision of the state of California, hereinafter called "County," and San Mateo County Office of Education, hereinafter called "Contractor."

* * *

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

Whereas, it is necessary and desirable that Contractor be retained for the purpose of providing and managing Academic Centers in San Mateo County.

Now, therefore, it is agreed by the parties to this Agreement as follows:

1. Exhibits and Attachments

The following exhibits and attachments are attached to this Agreement and incorporated into this Agreement by this reference:

Exhibit A—Program/Project Description and Specific Requirements
Exhibit B—Method and Rate of Payment
Exhibit B1—Budget Summary
Exhibit C—Child Abuse Prevention and Reporting
Attachment A—Fingerprinting
Attachment I—§ 504 Compliance
Attachment P—Personally Identifiable Information

2. Services to be performed by Contractor

In consideration of the payments set forth in this Agreement and in Exhibits B and B1, Contractor shall perform services for County in accordance with the terms, conditions, and specifications set forth in this Agreement and in Exhibit A.

3. Payments

In consideration of the services provided by Contractor in accordance with all terms, conditions, and specifications set forth in this Agreement and in Exhibit A, County shall make payment to Contractor based on the rates and in the manner specified in Exhibits B 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 **NINE HUNDRED THOUSAND DOLLARS** (\$900,000). In the event that County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by County at the time of contract termination or expiration. Contractor is not entitled to payment for work not performed as required by this agreement.

4. Term

Subject to compliance with all terms and conditions, the term of this Agreement shall be from September 12, 2017, through August 31, 2020.

5. Termination

This Agreement may be terminated by Contractor or by the Director of the Human Services Agency or his/her designee at any time without a requirement of good cause upon thirty (30) days' advance written notice to the other party. Subject to availability of funding, Contractor shall be entitled to receive payment for work/services provided prior to termination of the Agreement. Such payment shall be that prorated portion of the full payment determined by comparing the work/services actually completed to the work/services required by the Agreement.

County may terminate this Agreement or a portion of the services referenced in the Attachments and Exhibits based upon the unavailability of Federal, State, or County funds by providing written notice to Contractor as soon as is reasonably possible after County learns of said unavailability of outside funding.

County may terminate this Agreement for cause. In order to terminate for cause, County must first give Contractor notice of the alleged breach. Contractor shall have five business days after receipt of such notice to respond and a total of ten calendar days after receipt of such notice to cure the alleged breach. If Contractor fails to cure the breach within this period, County may immediately terminate this Agreement without further action. The option available in this paragraph is separate from the ability to terminate without cause with appropriate notice described above. In the event that County provides notice of an alleged breach pursuant to this section, County may, in extreme circumstances, immediately suspend performance of services and payment under this Agreement pending the resolution of the process described in this paragraph. County has sole discretion to determine what constitutes an extreme circumstance for purposes of this paragraph, and County shall use reasonable judgment in making that determination.

6. Contract Materials

At the end of this Agreement, or in the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and other written materials (collectively referred to as "contract materials") prepared by Contractor under this Agreement shall become the property of County and shall be promptly delivered to County. Upon termination, Contractor may make and retain a copy of such contract materials if permitted by law.

7. Relationship of Parties

Contractor agrees and understands that the work/services performed under this Agreement are performed as an independent contractor and not as an employee of County and that neither Contractor nor its employees acquire any of the rights, privileges, powers, or advantages of County employees.

8. Hold Harmless

a. General Hold Harmless

Contractor shall indemnify and save harmless County and its officers, agents, employees, and servants from all claims, suits, or actions of every name, kind, and description resulting from this Agreement, the

performance of any work or services required of Contractor under this Agreement, or payments made pursuant to this Agreement brought for, or on account of, any of the following:

- (A) injuries to or death of any person, including Contractor or its employees/officers/agents;
- (B) damage to any property of any kind whatsoever and to whomsoever belonging;
- (C) any sanctions, penalties, or claims of damages resulting from Contractor's failure to comply, if applicable, with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended; or
- (D) any other loss or cost, including but not limited to that caused by the concurrent active or passive negligence of County and/or its officers, agents, employees, or servants. However, Contractor's duty to indemnify and save harmless under this Section shall not apply to injuries or damage for which County has been found in a court of competent jurisdiction to be solely liable by reason of its own negligence or willful misconduct.

The duty of Contractor to indemnify and save harmless as set forth by this Section shall include the duty to defend as set forth in Section 2778 of the California Civil Code.

9. Assignability and Subcontracting

Contractor shall not assign this Agreement or any portion of it to a third party or subcontract with a third party to provide services required by Contractor under this Agreement without the prior written consent of County. Any such assignment or subcontract without County's prior written consent shall give County the right to automatically and immediately terminate this Agreement without penalty or advance notice.

10. Insurance

a. General Requirements

Contractor shall not commence work or be required to commence work under this Agreement unless and until all insurance required under this Section has been obtained and such insurance has been approved by County's Risk Management, and Contractor shall use diligence to obtain such insurance and to obtain such approval. Contractor shall furnish County with certificates of insurance evidencing the required coverage, and there shall be a specific contractual liability endorsement extending Contractor's coverage to include the contractual liability assumed by Contractor pursuant to this Agreement. These certificates shall specify or be endorsed to provide that thirty (30) days' notice must be given, in writing, to County of any pending change in the limits of liability or of any cancellation or modification of the policy.

b. Workers' Compensation and Employer's Liability Insurance

Contractor shall have in effect during the entire term of this Agreement workers' compensation and employer's liability insurance providing full statutory coverage. In signing this Agreement, Contractor certifies, as required by Section 1861 of the California Labor Code, that (a) it is aware of the provisions of Section 3700 of the California Labor Code, which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and (b) it will comply with such provisions before commencing the performance of work under this Agreement.

c. Liability Insurance

Contractor shall take out and maintain during the term of this Agreement such bodily injury liability and property damage liability insurance as shall protect Contractor and all of its employees/officers/agents while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as any and all claims for property damage which may arise from Contractor's operations under this Agreement, whether such operations be by Contractor, any subcontractor, anyone directly or indirectly employed by either of them, or an agent of either of them. Such insurance shall be combined single limit bodily injury and property damage for each occurrence and shall not be less than the amounts specified below:

(a) Comprehensive General Liability... \$1,000,000

County and its officers, agents, employees, and servants shall be named as additional insured on any such policies of insurance, which shall also contain a provision that (a) the insurance afforded thereby to County and its officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy and (b) if County or its officers, agents, employees, and servants have other insurance against the loss covered by such a policy, such other insurance shall be excess insurance only.

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

11. Compliance With Laws

All services to be performed by Contractor pursuant to this Agreement shall be performed in accordance with all applicable Federal, State, County, and municipal laws, ordinances, and regulations, including but not limited to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Federal Regulations promulgated thereunder, as amended (if applicable), the Business Associate requirements set forth in Attachment H (if attached), the Americans with Disabilities Act of 1990, as amended, and Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination on the basis of disability in programs and activities receiving any Federal or County financial assistance. Such services shall also be performed in accordance with all applicable ordinances and regulations, including but not limited to appropriate licensure, certification regulations, provisions pertaining to confidentiality of records, and applicable quality assurance regulations. In the event of a conflict between the terms of this Agreement and any applicable State, Federal, County, or municipal law or regulation, the requirements of the applicable law or regulation will take precedence over the requirements set forth in this Agreement.

Contractor will timely and accurately complete, sign, and submit all necessary documentation of compliance.

12. Non-Discrimination and Other Requirements

a. General Non-Discrimination

No person shall be denied any services provided pursuant to this Agreement (except as limited by the scope of services) on the grounds of race, color, national origin, ancestry, age, disability (physical or

mental), sex, sexual orientation, gender identity, marital or domestic partner status, religion, political beliefs or affiliation, familial or parental status (including pregnancy), medical condition (cancer-related), military service, or genetic information.

b. Equal Employment Opportunity

Contractor shall ensure equal employment opportunity based on objective standards of recruitment, classification, selection, promotion, compensation, performance evaluation, and management relations for all employees under this Agreement. Contractor's equal employment policies shall be made available to County upon request.

c. Section 504 of the Rehabilitation Act of 1973

Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, as amended, which provides that no otherwise qualified individual with a disability shall, solely by reason of a disability, be excluded from the participation in, be denied the benefits of, or be subjected to discrimination in the performance of any services this Agreement. This Section applies only to contractors who are providing services to members of the public under this Agreement.

d. Compliance with County's Equal Benefits Ordinance

Contractor shall comply with all laws relating to the provision of benefits to its employees and their spouses or domestic partners, including, but not limited to, such laws prohibiting discrimination in the provision of such benefits on the basis that the spouse or domestic partner of the Contractor's employee is of the same or opposite sex as the employee.

e. Discrimination Against Individuals with Disabilities

The nondiscrimination requirements of 41 C.F.R. §60-741.5(a) are incorporated into this Agreement as if fully set forth here, and Contractor and any subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

f. History of Discrimination

Contractor certifies that no finding of discrimination has been issued in the past 365 days against Contractor by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or any other investigative entity. If any finding(s) of discrimination have been issued against Contractor within the past 365 days by the Equal Employment Opportunity Commission, the California Department of Fair Employment and Housing, or other investigative entity, Contractor shall provide County with a written explanation of the outcome(s) or remedy for the discrimination prior to execution of this Agreement. Failure to comply with this Section shall constitute a material breach of this Agreement and subjects the Agreement to immediate termination at the sole option of County.

g. Reporting: Violation of Non-Discrimination Provisions

Contractor shall report to the County Manager the filing in any court or with any administrative agency of any complaint or allegation of discrimination on any of the bases prohibited by this Section of the Agreement or the Section titled "Compliance with Laws". Such duty shall include reporting of the filing of any and all charges with the Equal Employment Opportunity Commission, the California Department of

Fair Employment and Housing, or any other entity charged with the investigation or adjudication of allegations covered by this subsection within 30 days of such filing, provided that within such 30 days such entity has not notified Contractor that such charges are dismissed or otherwise unfounded. Such notification shall include a general description of the circumstances involved and a general description of the kind of discrimination alleged (for example, gender-, sexual orientation-, religion-, or race-based discrimination).

Violation of the non-discrimination provisions of this Agreement shall be considered a breach of this Agreement and subject the Contractor to penalties, to be determined by the County Manager, including but not limited to the following:

- i. termination of this Agreement;
- ii. disqualification of the Contractor from being considered for or being awarded a County contract for a period of up to 3 years;
- iii. liquidated damages of \$2,500 per violation; and/or
- iv. imposition of other appropriate contractual and civil remedies and sanctions, as determined by the County Manager.

To effectuate the provisions of this Section, the County Manager shall have the authority to offset all or any portion of the amount described in this Section against amounts due to Contractor under this Agreement or any other agreement between Contractor and County.

h. Compliance with Living Wage Ordinance

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

13. Compliance with County Employee Jury Service Ordinance

Contractor shall comply with Chapter 2.85 of the County's Ordinance Code, which states that Contractor shall have and adhere to a written policy providing that its employees, to the extent they are full-time employees and live in San Mateo County, shall receive from the Contractor, on an annual basis, no fewer than five days of regular pay for jury service in San Mateo County, with jury pay being provided only for each day of actual jury service. The policy may provide that such employees deposit any fees received for such jury service with Contractor or that the Contractor may deduct from an employee's regular pay the fees received for jury service in San Mateo County. By signing this Agreement, Contractor certifies that it has and adheres to a policy consistent with Chapter 2.85. For purposes of this Section, if Contractor has no employees in San Mateo County, it is sufficient for Contractor to provide the following written statement to County: "For purposes of San Mateo County's jury service ordinance, Contractor certifies that it has no full-time employees who live in San Mateo County. To the extent that it hires any such employees during the term of its Agreement with San Mateo County, Contractor shall adopt a policy that complies with Chapter 2.85 of the County's Ordinance Code." The requirements of Chapter 2.85 do not apply if this Agreement's total value listed in the Section titled "Payments", is less than one-hundred thousand dollars (\$100,000), but Contractor acknowledges that Chapter 2.85's requirements will apply if this Agreement is amended such that its total value meets or exceeds that threshold amount.

14. Retention of Records; Right to Monitor and Audit

(a) Contractor shall maintain all required records relating to services provided under this Agreement for three (3) years after County makes final payment and all other pending matters are closed, and Contractor shall be subject to the examination and/or audit by County, a Federal grantor agency, and the State of California.

(b) Contractor shall comply with all program and fiscal reporting requirements set forth by applicable Federal, State, and local agencies and as required by County.

(c) Contractor agrees upon reasonable notice to provide to County, to any Federal or State department having monitoring or review authority, to County's authorized representative, and/or to any of their respective audit agencies access to and the right to examine all records and documents necessary to determine compliance with relevant Federal, State, and local statutes, rules, and regulations, to determine compliance with this Agreement, and to evaluate the quality, appropriateness, and timeliness of services performed.

15. Merger Clause; Amendments

This Agreement, including the Exhibits and Attachments attached to this Agreement and incorporated by reference, constitutes the sole Agreement of the parties to this Agreement and correctly states the rights, duties, and obligations of each party as of this document's date. In the event that any term, condition, provision, requirement, or specification set forth in the body of this Agreement conflicts with or is inconsistent with any term, condition, provision, requirement, or specification in any Exhibit and/or Attachment to this Agreement, the provisions of the body of the Agreement shall prevail. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications or amendments shall be in writing and signed by the parties.

16. Controlling Law; Venue

The validity of this Agreement and of its terms, the rights and duties of the parties under this Agreement, the interpretation of this Agreement, the performance of this Agreement, and any other dispute of any nature arising out of this Agreement shall be governed by the laws of the State of California without regard to its choice of law or conflict of law rules. Any dispute arising out of this Agreement shall be venued either in the San Mateo County Superior Court or in the United States District Court for the Northern District of California.

17. Notices

Any notice, request, demand, or other communication required or permitted under this Agreement shall be deemed to be properly given when both: (1) transmitted via email to the email address listed below; and (2) sent to the physical address listed below by either being deposited in the United States mail, postage prepaid, or deposited for overnight delivery, charges prepaid, with an established overnight courier that provides a tracking number showing confirmation of receipt.

In the case of County, to:

Name/Title: Josephine Yu
Address: 1 Davis Drive, Belmont, CA, 94002
Telephone: 650-508-6784
Email: JYyu@smcgov.org

In the case of Contractor, to:

Name/Title: Jesus Contreras
Address: 101 Twin Dolphin Drive, Redwood City, CA 94065
Telephone: 650-802-5398
Email: jcontreras@smcoe.org

18. Electronic Signature

Both County and Contractor wish to permit this Agreement and future documents relating to this Agreement to be digitally signed in accordance with California law and County's Electronic Signature Administrative Memo. Any party to this Agreement may revoke such agreement to permit electronic signatures at any time in relation to all future documents by providing notice pursuant to this Agreement.

* * *

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

For Contractor: SAN MATEO COUNTY OFFICE OF EDUCATION

[Handwritten signature in blue ink]
[Handwritten signature in red ink]

[Handwritten signature: Denise Porterfield]
Contractor Signature

[Handwritten date: 8/21/17]
Date

Denise Porterfield
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
Program/Project Description and Specific Requirements
Academic Centers
FY 2017-20

Description of Program Services to be performed by the Contractor

Background

The San Mateo County Office of Education (SMCOE) provides systems of support through a range of instructional, business and consulting services for School Districts to better serve their students. SMCOE supports and monitors School Districts in areas such as: Local Control Accountability Plan (LCAP), business management, financial auditing, data processing, state financial standards, and teacher credential registration.

SMCOE also delivers professional development to teachers and administrators in curriculum and instruction, including implementation of the California Common Core State Standards, the 2013 adopted Common Core and the California Assessment of Student Performance and Progress (CAASPP), services for English Learners, and educational data services, among others.

Scope of Work

The County of San Mateo Board of Supervisors determined that elementary and middle school students would benefit from a before- or after-school Academic Center (AC) program designed to support and improve youth academic achievement in a safe school-site environment. The AC program will offer opportunities for improving students' academic skills. These opportunities may include academic intervention and enrichment activities, homework support, digital literacy, study skills, and any other activities that will support attainment of grade level academic success for students performing below grade level.

ACs are targeted to serve "*at-risk*" youth who score below grade level proficiency in academic subjects tested by the state, as well as English learners, low-income, homeless youth, and foster youth as defined by the Local Control Accountability Plan (LCAP). The funded ACs will provide programs that will focus on math and English Language Arts/ English Language Development. If applicable, and in alignment with the San Mateo County Big Lift initiative, the AC may focus on reading and language arts in TK-3 to increase the number of students reading at grade level proficiency by third grade.

Contractor Responsibilities

SMCOE will administer the application, selection, operation, and funding process of the 2017-20 ACs throughout the County of San Mateo, and will support ACs to promote expanded academic support for the elementary and middle school participating students. The SMCOE Academic Center Coordinator will have the following roles and responsibilities:

1. SMCOE Role with the School Districts

- a. SMCOE will develop and manage a Memorandum of Understanding (MOU) with Districts which includes program requirements listed in the AC program description noted in section 4;
- b. SMCOE will provide participating Districts with parent, teacher, and student surveys in order to facilitate the reporting process. SMCOE, Technical Assistance Agency (TA) and the Human Services Agency (HSA) contract monitor will collaborate in the design of the surveys each year;
- c. SMCOE will incorporate selection criteria into its funding process for ACs and may impose funding restrictions based on performance measures in prior years. The selection criteria will be developed in collaboration with the HSA contract monitor and TA; and
- d. Notwithstanding Section 9 of the agreement, SMCOE will coordinate with an agency subcontracted to provide technical assistance (TA) for the development and implementation of strategies to capture and support middle school AC outcomes.

2. SMCOE AC Program Management Responsibilities

A. Administer Application Process

SMCOE will send out AC applications to Districts interested in launching a school-site AC. District AC applications submitted to SMCOE will be shared with the HSA contract monitor in the fall semester of each academic year.

The application will include the following items:

- a. AC student goals for the academic year;
- b. Number of students that will be served;
- c. A description of the selection process for students enrolled in the AC;
- d. A description of the program, including curriculum to be implemented in the AC; and
- e. A description of the math and English Language Arts/ English Language Development assessment(s) tool that will be used to monitor students' academic progress toward reaching AC goals.

B. Manage District Mid-Year and Year-End Reporting Requirements

Districts who receive AC funding will submit a Mid-Year report by February 28/29th of each year and Year-End report by June 30th of each year. The Mid-Year report will provide data and narrative information that will reflect on how the AC program supports student academic needs and progresses toward the program's goals for the year. SMCOE will share with the HSA CCO contract monitor the AC Mid-Year reports provided by the Districts to SMCOE.

It is expected that the ACs will make programmatic adjustments based on the Mid-Year results. SMCOE, the TA and HSA will jointly develop the Mid-Year report template used to request and collect AC Mid-Year report data from Districts.

C. Collect District Mid-Year Report Narrative

The following information will be provided in the Mid-Year report narrative:

- a. Update on AC student progress towards proposed goals and outcomes in application;
- b. Update on how well instructional materials meet student needs;
- c. Update on the assessment tool(s) used to monitor students' academic progress toward reaching AC goals;
- d. Academic summary of Districts' AC reports, featuring highlights and challenges of the AC program. The academic summary will include averaged data that measures students' performance in: English Language Arts/ English Language Development, math, homework completion, attendance, or other metrics included in the teacher or student surveys. In addition, a narrative that provides a brief analysis of the current year data and an analysis of the trends in the current year's data in comparison to the previous year(s) will be included, along with a summary of challenges of the AC program.

D. Collect District Mid-Year Report Data

The following information will be provided in the Mid-Year report data:

- a. Total number of students who attend the AC;
- b. Provide comprehensive measures of student progress in English Language Arts/ English Language Development, math, attendance to the AC, and any other indicators of success as applicable, as indicated in section 5; and
- c. Program Quality Assessment Report (PQA).

E. Contract with a Technical Assistance Agency (TA)

Notwithstanding Section 9 of the Agreement, to support the continuous improvement process at the ACs, SMCOE will coordinate and manage the sub-contracting of an agency to provide on-site Technical Assistance Agency (TA) support to the ACs. In coordination with SMCOE and the District, the TA may conduct site visits to ACs throughout the school year to observe and provide coaching to District AC Program Coordinators or Site Level Leadership for the Program Quality Assessment Report (PQA).

The TA will provide copies of the Program Quality Assessment Reports (PQA) to SMCOE and the HSA CCO contract monitor. The PQA report provides summative details of a site level observational visit by the TA, which is focused on the point of service for the after school program. The observation uses the Youth Program Quality Assessment (YPQA), a research-validated observation tool used in youth development programs around the country. The first section includes summary information about the program based on information collected during the observation. The summary typically includes program strengths and areas for improvement. The second page includes item-by-item scores in each dimension of the tool. Ratings range from 1 to 5. The ratings indicate the following levels of performance: A rating of one (1) indicates that the practice was not observed during the observation, or that the practice is not a part of the

program. A rating of three (3) indicates that the practice was implemented relatively consistently across staff and activities, based on the observation. A rating of five (5) indicates that the practice was implemented consistently and well across staff and activities, based on the observation. Program Quality Assessment Reports will be used to develop a data driven program improvement action plan, i.e. Continuous Quality Improvement Plan.

Within 15 (fifteen) days of the Mid-Year report deadline, SMCOE, the TA and the HSA CCO contract monitor will jointly assess the Mid-Year reports and, as needed, plan additional TA visits to the ACs in need of support. SMCOE, TA and the HSA CCO contract monitor will develop an assessment tool for monitoring prior to the start of the academic school year. ACs that received a TA visit will be asked to develop a plan for Continuous Quality Improvement (CQI) with the support of the TA. ACs with a CQI plan will include their progress towards goals and include the results of the visit(s) in their Year-End report.

F. Collect District Year-End Report

The funded Districts will submit a Year-End report which will reflect the accomplishments and challenges of each school-site AC. The report will include an analysis of whether the AC goals were met or not, the frequency and length of AC sessions offered, the number of students served, and any other pertinent data that will depict the successes and challenges of the AC operation for the year. It is expected that this data will inform the AC's program design proposals for the following academic year. SMCOE will provide a template to the Districts for the Year-End report each year.

The District deadline to submit the Year-End report to SMCOE will be June 30th of each contract year. This report will include the Year-End Narrative and Year-End Data summary using parent, teacher and student surveys, in addition to their own program assessments. SMCOE will develop and coordinate the requirements of the Year End report. SMCOE will share with the HSA contract monitor the Year-End reports submitted by Districts before July 31st each contract year.

G. Collect District Year-End Report Narrative

The following information will be provided in the Year-End report narrative:

- a. Describe how each AC met its goals, including challenges and successes that occurred during the academic year;
- b. An analysis of the effectiveness of each AC's actions and services to meet specified goals;
- c. A description of how assessment results were used to monitor students' academic progress toward reaching AC goals and the effectiveness of these assessments; and
- d. A copy of the Plan for Continuous Quality Improvement, based on Program Quality Assessment Data that may include action items for the present year and will reflect the program design for the following year application.

H. Collect Year-End Report Data Summary

The following information will be provided in the Year-End data summary:

- a. Summary of comprehensive data compiled from student, teacher and parent surveys, i.e. percent (%) improvement in English Language Arts/ English Language Development, math, homework, etc. and any other indicators of student success, as listed in section 5.
- b. Total number of students who attend the AC within the academic year; and
- e. Total number of “*at-risk*” students served. (Each District may define its *at-risk* denomination, but it will minimally include English learners, low-income, homeless youth, and foster youth.)

I. Prepare and Submit Countywide AC Report

SMCOE will provide to the HSA CCO contract monitor the following by July 31st of each contract year:

- a. Compiled parent, teacher and student survey data results. This data will be the original data submitted by the Districts to SMCOE;
- b. Overall academic summary of Districts’ AC reports, featuring highlights and challenges of the AC program. The academic summary will include a list of averaged data that measures students’ performance in English Language Arts/English Language Development, math, homework completion, attendance, or other metrics included in the teacher or student surveys. In addition, a narrative that provides a brief analysis of the current year data and an analysis of the trends in the current year’s data in comparison to the previous year(s) will be included, along with a summary of challenges of the AC program; and
- c. Summary of the Plan for Continuous Quality Improvement provided by the TA, if appropriate.

SMCOE Reporting Schedule to HSA	
Mid-Year Report	Due March 15 th
End of Year Report	Due July 31 st

3. SMCOE District Budget Summary Responsibilities

SMCOE will provide HSA a summary of District AC fiscal budgets, which include the total operational budget for each AC school-site. The budget must indicate County funding amount and the required 40% matching funds from the District. Districts may indicate any additional funds required to operate an AC above the 40% required County match. SMCOE will submit the District AC budget summary with the fourth invoice by August 31st of each contract year.

4. SMCOE AC MOU Development Requirements

The following requirements for each Academic Center (AC) must be included in the MOU between the SMCOE and the District that will operate AC(s):

- A. The School District will provide a suitable environment for an average of 20 students per week at each AC to receive math, science, English/Language

Arts/English Language Development tutoring and assistance in other core academics, homework help, and the development of organization and study skills;

- B. The AC will be open on a regularly scheduled basis, operating for a minimum of five hours per week. Contact information for the Academic Center School Site Coordinator will be available at the school front office;
- C. The AC will be staffed at all times by at least one person of age 21 or over. The District will ensure that all staff operating each AC(s) will undergo a background check and fingerprinting.
- D. The District will ensure that each AC develops criteria and procedures for selecting and monitoring AC staff. The District will review the prospective AC staff academic and behavioral records as part of this process;
- E. There will be no fees charged to students participating in the AC(s). However, the District may cap student enrollment at 30, if it is in the best interest of students and the school-site AC program;
- F. The District will ensure that elementary and middle school teachers are notified of their students' attendance and participation in the program through an established process;
- G. The District will ensure that participating students have access to electronic devices (as appropriate);
- H. The District will allocate matching funds equal to a minimum of 40% of the AC allocation as stated in the MOU between the District and the SMCOE;
- I. The District will submit a Mid-Year and Year-End report to SMCOE. As indicated in section B, in the End-Year report, the District/AC(s) will include the student, teacher and parent surveys data as part of its reporting;
- J. SMCOE, TA and HSA staff will be permitted to observe the program, meet with AC(s) staff, and review program and financial information submitted by the District;
- K. Attendance records for each AC that include original signatures shall be kept at school sites for a minimum of two years. These records may be audited by County on an annual basis, or as requested; and
- L. The District will ensure that the District AC Coordinator(s) receive(s) a copy of the AC Program Description and is trained in the contents of this contract at the beginning of each academic year.

- M. The District will ensure that District AC coordinator staff and site level leaders participate in professional development events and training, as scheduled by SMCOE and TA.
- N. The District will require that all District ACs report any instance of child abuse or neglect per Exhibit C.
- O. The AC must comply with the terms and conditions of the County's Agreement with SMCOE.

5. Performance Measures and Surveys

The measures listed below are required reporting for all AC programs.

Measures	Previous Contract FY 2015-16 Actuals ¹	FY 2017-18 Target	FY 2018-19 Target	FY 2019-20 Target
Total number of students who attend Academic Centers ² <i>Measured from End-Year Reports</i>	1,309	1,350	1,450	1,550
Total number of "at risk" students who attend Academic Centers ³ <i>Measured from End-Year Reports</i>	NA ⁴	810	870	930
Percent (%) of students, parents and teachers who report an increase in the level of student confidence in math or English	NA ⁵	70%	70%	70%

¹ Previous FY 2016-17, reporting figures are not available until the End-of-Year report due August 2017.

² Although we project to service 1,350 students in FY 2017-18, the number of applying Districts and introducing TA will influence our FY 2017-18 actuals. Likewise, FY 2018-19 & FY 2019-20 target numbers may be adjusted based off of FY 2017-18 actuals.

³ This number is estimated at 60% of the total number of students who attend Academic Centers.

⁴ New reporting measure.

⁵ New reporting measure.

Language Arts/ English Language Development				
Percent (%) of students who increased proficiency in English Language Arts/ English Language Development	66%	70%	70%	70%
Percent (%) of English Language Learner (ELL) students who increased proficiency in English Language Arts/ English Language Development	NA ⁶	70%	70%	70%
Percent (%) of students who increased proficiency in Mathematics	70%	70%	70%	70%

A. Modifications of Performance Measures

In an effort to best capture AC performance results, HSA can modify the reporting measures of the AC programs during the contract term. This modification could include adding STEM metrics to run science related programs in the future.

6. HSA's Role

A. Site Visits and Program Monitoring

HSA will collaborate with SMCOE to monitor the fiscal and program requirements stated in this contract.

- a. HSA CCO contract monitor will collaborate with SMCOE and TA in the development of materials necessary for Districts to apply for funding and surveys which capture data essential for HSA reporting requirements;
- b. HSA CCO contract monitor will collaborate with SMCOE and TA to review Mid-Year and Year-End reports;
- c. HSA CCO contract monitor in coordination with SMCOE will visit ACs that received a TA visit. HSA will visit a minimum of 20% of the ACs each academic year regardless of AC performance, in coordination with SMCOE. A summary of the site visit(s) will be shared with SMCOE.

⁶ New reporting measure.

Exhibit B
Method and Rate of Payment

In consideration of the services provided by Contractor pursuant to Exhibit A, Description of Services to be Performed by Contractor, and subject to the terms of the Agreement, County shall pay Contractor based on the following schedule and terms. The County shall pay the invoices within thirty (30) working days following receipt of complete invoice and required reports as shown below.

The total Academic Center (AC) budget is \$300,000 per fiscal year (July 1st–June 30th), for a total of \$900,000 over the three year period of September 12, 2017 to August 31, 2020.

SMCOE will electronically submit four invoices for actual costs incurred to HSA for AC programming costs according to the paragraphs a. through g. below and as shown in the payment schedule for each year of the Agreement.

- a. First invoice due by December 15th of each year which may not exceed \$75,000, which is 25% of the \$300,000 yearly contracted amount;
- b. Second invoice due by March 15th of each year, which may not exceed \$75,000, which is 25% of the \$300,000 contracted amount;
- c. Third invoice due by June 5th of each year, which may not exceed \$75,000, which is 25% of the \$300,000 contracted amount;
- d. The fourth and final invoice, not to exceed \$75,000, is due on August 31st and must include the following:
 - District's AC actual expenditures for the entire academic year;
 - i. District budgets will include total AC operation budget, indicating mandatory 40% monetary match to County funds. Districts will submit fiscal AC documentation to SMCOE, which is available upon request by HSA during the contract term.
 - A copy of the Year-End report, which is due no later than July 31st of each year;
 - SMCOE invoices must reflect the date SMCOE submits their invoice to HSA;
 - Final invoice will be due to HSA on or before August 31st of each year;
 - The actual invoice amount must correspond to District actual AC expenditures, not to exceed District's allocation indicated in each District's MOU for the current contract year;
 - Payment of the invoice and total contract amount will not exceed the District AC allocation issued by SMCOE;
 - SMCOE will coordinate and report to HSA payment to the sub-contracted agency to provide Technical Assistance to the ACs;
- e. SMCOE shall retain \$5,000 of the \$300,000 each year for administration expenses.
- f. SMCOE shall not allocate more than 10% of the yearly AC budget for TA program costs.
- g. The total cost of services, taxes, and fees shall not exceed \$900,000 for the term of the agreement.

Payment Schedule

Semester	Amount	Invoice Deadline
QTR 1: Sept 1 to Nov 30	Not to exceed \$75,000	December 15
QTR 2: Dec 1 to Feb 28/29	Not to exceed \$75,000	March 15
QTR 3: March 1 to May 31	Not to exceed \$75,000	June 5 (early due to year end close)
QTR 4: June 1 to August 31 Close Out	Up to \$75,000, based on exact amount of AC expenditures	August 31

County may terminate this Agreement or a portion of the services referred to in Exhibit A based upon availability of County funds by providing a thirty (30) day written notice to Contractor. The services provided under this Agreement must be in compliance with the terms and conditions outlined. Services not in compliance with or performed outside the terms and conditions of this Agreement may be deemed as disallowed costs. Contractor is not entitled to payment for disallowed costs or services that have not been provided.

Invoices and AC reports (hard copies and/or electronic copies) will be submitted to:

County of San Mateo Human Services Agency
STEM Program
1 Davis Drive
Belmont, CA 94002
Email: STEM@smcgov.org

Exhibit B1 - 2017-2020 Contract Budget Summary

Program Name:	Academic Centers	Fiscal Year:	FY 2017-18
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Description of Services	Cost of Budget	
	Projected	Actual
Academic Centers Funding for Districts	\$ 265,000.00	\$ -
Technical Assistance for Academic Centers	\$ 30,000.00	\$ -
Contribution to SMCOE Administrative Cost	\$ 5,000.00	\$ -
Total:	\$ 300,000.00	\$ -

Program Name:	Academic Centers	Fiscal Year:	FY 2018-19
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Description of Services	Cost of Budget	
	Projected	Actual
Academic Centers Funding for Districts	\$ 265,000.00	\$ -
Technical Assistance for Academic Centers	\$ 30,000.00	\$ -
Contribution to SMCOE Administrative Cost	\$ 5,000.00	\$ -
Total:	\$ 300,000.00	\$ -

Program Name:	Academic Centers	Fiscal Year:	FY 2019-20
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Description of Services	Cost of Budget	
	Projected	Actual
Academic Centers Funding for Districts	\$ 265,000.00	\$ -
Technical Assistance for Academic Centers	\$ 30,000.00	\$ -
Contribution to SMCOE Administrative Cost	\$ 5,000.00	\$ -
Total:	\$ 300,000.00	\$ -

2017-2020 Contract Budget Totals		
	Projected	Actual
Grand Total:	\$ 900,000.00	\$ -

Exhibit C
Child Abuse Prevention and Reporting

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

- A. Requiring that all employees, consultants, or agents performing services under this contract who are required by the Penal Code to report child abuse or neglect, sign a statement that he or she knows of the reporting requirement and will comply with it.
- B. Establishing procedures to ensure reporting even when employees, consultants, or agents who are not required to report child abuse under the Penal Code learn of, or reasonably suspect that a child has been a victim of abuse or neglect.
- C. Contractor agrees that its employees, subcontractors, assignees, volunteers, and any other persons who provide services under this contract and who will have supervisory or disciplinary power over a minor or any person under his or her care (Penal Code Section 11105.3) will be fingerprinted in order to determine whether they have a criminal history which would compromise the safety of children with whom Contractor's employees, subcontractors, assignees or volunteers have contact. All fingerprinting services will be at County's sole discretion and Contractor's sole expense.
- D. Notwithstanding Section 5 (Termination) of the Agreement, 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.

Attachment A—County of San Mateo – Fingerprinting Certification Form

DATE: 7/19/2017

AGREEMENT WITH: San Mateo County Office of Education

FOR: Providing and maintaining Academic Centers in San Mateo County.

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

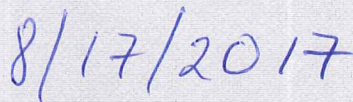
NAME: J Jesus Contreras

TITLE: Accountability and Compliance Coordinator

SIGNATURE:



DATE:



ATTACHMENT I

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

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

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

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

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

Name of 504 Person: J Jesus Contreras

Name of Contractor(s): San Mateo County Office of Education

Street Address or P.O. Box: 101 Twin Dolphin Drive

City, State, Zip Code: Redwood City, CA 94065

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

Signature:



Title of Authorized Official: Accountability and Compliance Coordinator

Date:

8/17/2017

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

Attachment P

Personally Identifiable Information

Requirements for County Contractors, Subcontractors, Vendors and Agents

I. Definitions

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

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

II. Restrictions on Contractor re Use and Disclosure of PII

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

III. Use of Safeguards by Contractor to Protect PII

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

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

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

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

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

must have 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.