

COUNTY OF SAN MATEO
AGREEMENT WITH INDEPENDENT CONTRACTOR

Agreement No. _____

Contractor Name and Address:

City of Redwood City – Fair Oaks Community Center

Teri Chin, Human Services Manager

2600 Middlefield Road

Redwood City, CA 94064

Contractor: Upon completion of work or agreed-upon work periods, mail invoice with above Agreement Number to:

Department: Human Services Agency Shelter Services

Attention: Judy Davila, Manager

Address: 400 Harbor Boulevard, Building C

City, State, Zip: Belmont, CA 94002

It is agreed between the County of San Mateo, California, and Contractor as follows:

1. **Services to be performed by Contractor** In consideration of the payments hereinafter set forth, Contractor shall perform services for County in accordance with the terms, conditions and specifications set forth herein and in Exhibit "A" attached hereto for the COUNTY OF SAN MATEO Human Services Agency. Contractor shall ensure compliance with all state, federal and local laws or rules applicable to performance of the work required under this contract.
2. **Contract Term** The term of this Agreement shall be from July 1, 2007 to June 30, 2010 unless terminated earlier by the County.
3. **Payments** In consideration of the services rendered in accordance with all terms, conditions and specifications set forth herein and in Exhibit "A", County shall make payment to Contractor in the manner specified herein and in Exhibit "A". In the event that the County makes any advance payments, Contractor agrees to refund any amounts in excess of the amount owed by the County at the time of contract termination. The County reserves the right to withhold payment if the County determines that the quantity or quality of the work performed is unacceptable. In no event shall total payment for services under this Agreement exceed Sixty Nine Thousand Two Hundred Ninety Dollars, (\$69,290) for Fiscal Year (FY) 2007-08.
4. **Relationship of the 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 the County and that Contractor acquires none of the rights, privileges, powers or advantages of County employees.
5. **Workers' Compensation Insurance** The Contractor shall have in effect, during the entire life of this Agreement, Worker's Compensation and Employer Liability Insurance providing full statutory coverage. In signing this Agreement, Contractor certifies awareness of the provisions of section 3700 of the California Labor Code which requires every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and certifies compliance with such provisions before commencing the performance of this work of the Agreement as set forth in California Labor Code section 1861.
6. **Insurance** The Contractor shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance as shall protect him/her 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 operations under this Agreement, whether such operations be by himself/herself or by any Subcontractor or by anyone directly or indirectly employed by 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 amount specified by Risk Management.
7. **Hold Harmless** Contractor agrees to indemnify and defend the County, its employees and agents from any and all claims, damages and liability in any way occasioned by or arising out of the negligence of the contractor in the performance of this agreement, including any sanctions, penalties or claims of damages resulting from Contractor's failure to comply with the requirements set forth in the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all Federal regulations promulgated thereunder, as amended.
8. **Confidentiality** All data produced or compiled by Contractor shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of County. All financial, statistical, personal, technical, and other data and information relating to the County's operations which is made available to the Contractor in order to carry out this Agreement shall be presumed to be confidential. Contractor shall protect said data and information from unauthorized use and disclosure by the observance of the same or more effective procedures as the County requires of its own personnel. The Contractor shall not, however, be required by this paragraph to keep confidential any data or information which is or becomes publicly available, is already rightfully in the Contractor's possession, is independently developed by the Contractor outside the scope of the Agreement or is rightfully obtained from third parties.
9. **Non-Assignability** Contractor shall not assign this Agreement or any portion thereof to a third party without the prior written consent of County, and any attempted assignment without such prior written consent in violation of this Section shall automatically terminate this Agreement.

10. **Termination of Agreement** The County Purchasing Agent may, at any time from execution of Agreement, terminate this Agreement, in whole or in part, for the convenience of the County, by giving written notice specifying the effective date and scope of such termination. Termination shall be effective on a date not less than thirty days from notice. In the event of termination, all finished or unfinished documents, data, studies, maps, photographs, reports, and materials (hereafter referred to as materials) prepared by Contractor under this Agreement shall become the property of the County and shall be promptly delivered to the County. In the event of termination, Contractor shall be paid for all work satisfactorily performed until termination, except where the contracting department determines the quality or quantity of the work performed is unacceptable. Such payment shall be that portion of the full payment, which is determined by comparing the work/services completed to the work/services required by the Agreement.
11. **Payment of Permits/Licenses** It shall be the Contractor's responsibility to obtain any license, permit or approval required from any agency for work/services to be performed at his/her own expense, prior to commencement of said work/services or forfeit any right to compensation under this Agreement.
12. **Non-Discrimination** No person shall be excluded from participation in, denied benefits of, or be subject to discrimination under this Agreement on the basis of their race, color, religion, national origin, age, sex, sexual orientation, pregnancy, childbirth or related conditions, medical condition, mental or physical disability or veteran's status. Contractor shall ensure full compliance with federal, state and local laws, directives and executive orders regarding non-discrimination for all employees and Subcontractors under this Agreement. The Contractor shall comply fully with the non-discrimination requirements required by 41 CFR 60-741.5(a), which is incorporated herein as if fully set forth.

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

To effectuate the provisions of this paragraph, the County Manager shall have the authority to: i) examine Contractor's employment records with respect to compliance with this paragraph; ii) set off all or any portion of the amount described in this paragraph against amounts due to Contractor under the Contract or any other Contract between Contractor and County.

Contractor shall report to the County Manager the filing by any person in any court of any complaint of discrimination or the filing by any person of any and all charges with the Equal Employment Opportunity Commission, the Fair Employment and Housing Commission or any other entity charged with the investigation of allegations 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 the name of the complainant, a copy of such complaint and a description of the circumstance. Contractor shall provide County with a copy of its response to the Complaint when filed.

Section 504 applies only to contractors who are providing services to member of the public. Contractor shall comply with Section 504 of the Rehabilitation Act of 1973, which provides that no otherwise qualified handicapped individual 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 this contract.

13. **Equal Benefits** With respect to the provision of employee benefits, Contractor shall comply with the County Ordinance which prohibits contractors from discriminating in the provision of employee benefits between an employee with a domestic partner and an employee with a spouse.
14. **Retention of Records** Contractor shall maintain all records related to this Agreement for no less than three years after the County makes final payment or after termination of this contract and all other pending matters are closed. All records shall be subject to the examination and/or audit by agents of the County, the State of California and/or Federal grantor agencies.
15. **Merger Clause** This Agreement, including Exhibit "A" attached hereto and incorporated herein by reference, constitutes the sole Agreement of the parties hereto and correctly states the rights, duties, and obligations of each party as of this document's date. Any prior agreement, promises, negotiations, or representations between the parties not expressly stated in this document are not binding. All subsequent modifications shall be in writing and signed by the County Purchasing Agent. In the event that any term, condition, provision, requirement or specification set forth in this body of the 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 this body of the agreement shall prevail. This Agreement, or facsimile proposal of the Agreement, constitutes the entire Agreement between County and Contractor. Further, liability referenced to in section 6 is limited to Contractor's negligence during the Contractor's performance under this contract.
16. **Governing Law** This Agreement, including any exhibits, shall for all purposes be deemed subject to the laws of the State of California, and in the event of a lawsuit concerning this Agreement shall be venued in the County of San Mateo.

COUNTY OF SAN MATEO
AGREEMENT WITH INDEPENDENT CONTRACTOR

Exhibit "A"
Agreement No. _____

Agreement between the County of San Mateo and the City of Redwood City – Fair Oaks Community Center

Use Additional Sheets as Necessary

I. Description of Services to be Performed by the Contractor

See Exhibit A1 – Program/Project Description

II. Amount and Method of Payment

See Exhibit B – Method and Rate of Payment

III. Other Exhibits and Attachments

Exhibit C – Program Monitoring

Exhibit D – Outcome Based Management Initiative

Attachment I – Assurance of Compliance

Attachment II – Health Insurance Portability and Accountability Act (HIPAA)

Attachment III – Contractor’s Declaration Form

Contractor agrees that the requirements of this Agreement pertaining to the protection of proprietary rights and confidentiality shall survive termination of this Agreement.

_____ Contractor's Signature	_____ Date	_____ Contractor's Name (Please Print)	_____ Date
_____ Department or Division Head	_____ Date	_____ Department or Division Head Name (Please Print)	_____ Date
_____ Purchasing Agent, County of San Mateo	_____ Date		_____ Budget Unit

Exhibit A1
Program/Project Description

City of Redwood City – Fair Oaks Community Center
Core Services FY 2007- 2010

In consideration of payments provided for in this Agreement, Contractor shall, under the general direction of the Director of the Human Services Agency, or her authorized representatives, provide services as described below:

The funding provided through this Agreement represents less than 20% of the contractor's overall operational expenses for the provision of the following services.

1. CLIENTS TO BE SERVED: Low-income families, single parents, seniors, disabled and individuals needing assistance in meeting basic human needs relating to housing, food, shelter, clothing, financial support, energy assistance, advocacy, case management counseling, and follow-up. Low-income families and individuals needing help in assessing appropriate resources to meet their needs including education, employment, health, child care and legal assistance. Services will be provided in English and Spanish.

2. CLIENT SERVICES: Contractor will provide safety net services to 2300 unduplicated individuals and families per year for the term of this Agreement in the following service areas.

On a quarterly basis Contractor will report the actual number of unduplicated individuals provided services in the following categories: Emergency Material Assistance, Emergency Shelter Services, and Case Management to provide those services. Definitions for and additional information regarding each category set forth below are located in the Core Services Procedure Manual at Section 15 Glossary, page 318. Contractor and County agree that the definitions set forth in the Glossary of the Core Services Manual are incorporated by reference as it is fully set forth in this Agreement. The Contractor will provide the following services, supporting activities and related information from July 1, 2007 through June 30, 2010.

- A. Contacts** with residents of the County by phone, walk-in or outreach.
- B. Comprehensive Needs Assessments.**
- C. Emergency Material Assistance** (food, clothing, shelter, infant needs and transportation) based on a comprehensive Needs Assessment that identifies need.
- D. Emergency Shelter Services.**
- E. Crisis Intervention.**
- F. Provision of technical assistance services including translation or interpretation services, forms completion and letter writing.**
- G. Information and Referral** to appropriate social service programs for English and non-English speakers.
- H. Employment Assistance** including referral to employment or job training programs.
- I. Advocacy Services.**
- J. Financial Evaluation** for individuals who are applying for contractor's programs and/or screening for other financial aid programs offered to residents of this County.
- K. Follow-up Services** of case intakes.

- L. **Housing Services** to families through the Season of Sharing Housing Assistance Fund, Housing Industry Fund, and other housing assistance programs.
3. **EFFECTS OF SERVICE:** Services will allow County residents in crisis to stabilize their situation over the short-term and to receive assistance in working towards long-term solutions to emergency situations.
4. **OUTCOMES:** On a quarterly basis Contractor will collect and report data to County outcomes of various program activities, and will continue to work with the OBM staff to refine outcome measures.
- A. Emergency Services** For Emergency Assistance including: clothing, food, shelter vouchers and transportation, delivery of the service itself will be the outcome. The estimated outcome will be 1600 emergency services delivered per year.
- B. Homelessness Prevention** All Rental Assistance and move-in costs paid will be tracked. A follow-up six months after assistance ends, will be completed to determine housing status. Client should be informed of the follow-up at the time of assistance and will provide three stable contact phone numbers of those likely to know client's whereabouts. The estimated outcome of the number of eligible households provided rental assistance will be 80 per year and the percentage of known clients still housed after six months will be 80% per year.
5. **OTHER CONTRACTOR RESPONSIBILITIES**
- A.** The Contractor will provide a written policy to the Human Services Agency for review, pursuant to which recipients of service shall have the opportunity to express and have considered their views, grievances, and complaints regarding the delivery of services.
- B.** The Contractor agrees to report to the Human Services Agency on a quarterly basis its services and activities under this contract, and to accept appropriately referred clients from the County for its contract services as part of their client base.
- C.** The Contractor will establish written procedures and provide them to the Human Services Agency for review to ensure that all Contractor employees, volunteers, consultants, subcontractors, or agents performing services under this Agreement report child abuse or neglect to a child protective agency defined in Penal Code Section 11165(k).
- D.** The Contractor will provide the Human Services Agency with a current budget which clearly states the total agency budget each year of the Agreement. In addition, the Contractor will maintain all pertinent records and data collection forms that reflect activities listed in this contract for a period of three (3) years. The Contractor will notify the Human Services Agency within 30 working days of any changes to the agency budget and financial statements (*Non profit Contractors will include any changes in board composition or board meeting schedules*).

E. Contractor will enter client data in the Homeless Management Information System (HMIS/HOPE).

F. Contractor will develop and maintain an agency written policy on confidentiality and will assure that the staff is trained and follows the policy.

G. Contractor will participate in HOPE (Housing Our People Effectively) strategic program as it relates to their agency. HOPE is a ten-year action plan that brings together the business, nonprofit, and public sector communities to address the challenging issue of homelessness at its core, rather than manage it at the margins.

6. **SERVICE INTEGRATION:** Contractor and a designated Human Services Agency representative will coordinate service delivery so that clients receive timely and accurate services. Contractor will coordinate training to insure that its staff is knowledgeable and up to date on the services provided by Human Services Agency, other community agencies and the current needs experienced in the community.

7. **WORKING RELATIONSHIP:** Contractor will participate in decision-making on issues that impact Contractor's obligations under this Agreement. Contractor has final say on Contractor issues not related to state regulations. Human Services Agency (HSA) encourages communication between HSA and Contractor staff. Contractor will meet Quarterly with the HSA Regional Program Manager to coordinate programs and to develop and monitor Contractor's progress.

8. **CONFLICT RESOLUTION:** Contractor and the Human Services Agency will meet on a regular basis to identify areas of potential disagreement and develop ways to address the issues.

A. **Intake** Contractor shall use a standard form for intake. After addressing any emergency needs, if Contractor identifies a client as being eligible for TANF or other HSA services, that client will be referred to HSA staff for further assistance. If further Core services are needed, HSA staff will refer the client back to Contractor. If the client is not eligible for HSA services, then the client remains with Contractor for services.

B. **Education and Training** Contractor's staff will participate in training provided by HSA as necessary to improve coordination and delivery of services

C. **Family Self-Sufficiency Teams (FSST)** Contractor will continue to participate in the FSST. Contractor's staff may be primary case managers for FSST cases, when they have the requisite training and experience.

D. **Release of information** A signed client consent to services and release of information between the Contractor and the Human Services Agency will be obtained. Feedback on referrals will be timely.

E. **Evaluation** HSA and Contractor, with the assistance of an HSA Planning and Evaluation Specialist, will develop appropriate measures to assess the outcome of services.

**Exhibit B
Method and Rate of Payment**

**City of Redwood City – Fair Oaks Community Center
Core Services FY 2007- 2010**

In full consideration of the services provided by the Contractor pursuant to this Agreement, the County shall pay the Contractor a quarterly amount of \$17,233.50, upon receipt and approval of invoices. The Contractor shall submit invoices within 30 days of the end of the service month, and the County shall pay the invoices within 20 working days following receipt of invoice and required reports as shown below. The total amount of the Agreement shall not exceed \$69,290 for FY 2007-08, which includes a 3% Cost of Business Increase (COBI). Payments for the following years will be based on availability of funds and approval of this Agreement. Funding for future years will be negotiated and in the form of an Amendment to the Agreement.

All Quarterly Reports and Invoices are to be submitted to the HSA Regional Program Manager, Roberta Deis – 2500 Middlefield Road – Redwood City, CA 94063. Phone (650) 599-3887. Invoices will not be paid without Quarterly Reports. Copies of Quarterly Reports are to be sent to Tish Birkby – 262 Harbor Blvd – Belmont, CA 94002. Phone (650) 802-7656.

Required Reports to process invoices:

Quarterly Reports must contain the following information:
<ul style="list-style-type: none">• Client services delivered;• Documentation of successfully funded commitments of new or increased revenues for the FY 2007-10.

Exhibit C
Program Monitoring
City of Redwood City
Core Services FY 2007- 10

Contractor will provide to County on demand, all requested income and demographic data about the recipients of services under this Agreement. This data may include race, family size, income, sex and disabled status, if any, of the head of household.

Contractor will participate in regular meetings with HSA-designated staff to develop and monitor Contractor's progress by providing to HSA monthly financial statements and other required information.

Contractor will provide County with an Annual Audit Report. The Audit report must include a statement of compliance with OMB Circular A-133 "Audits of States", Local Governments and Non-Profit Organizations".

Exhibit D
Outcome Based Management (OBM) Initiative
City of Redwood City – Fair Oaks Community Center
Core Services FY 2007- 2010

Responsibilities Relating to the County's OBM Initiative:

Contractor will engage in activities and supply information required to implement the County's Outcome-Based Management and Budgeting (OBM) initiative. Activities include, but are not limited to:

- Attending planning and informational meetings;
- Developing program performance and outcome measurements;
- Collecting and submitting data necessary to fulfill measurement requirements;
- Participating in technical assistance and training events offered by the Human Services Agency and seeking technical assistance and training necessary to fulfill measurement requirements;
- Participating in a review of performance and outcome information; and
- Complying with OBM Implementation Guidelines as specified in memos released by the Human Services Agency.

Human Services Agency Responsibilities

County, through the Human Services Agency, will

- Provide technical assistance and support to assist Contractor's implementation of the County's Outcome-Based Management and Budgeting (OBM) initiative;
- Issue and review OBM Implementation Guidelines; and
- Conduct review of performance and outcome information.
- Provide Training on services available through the Human Services Agency and other appropriate trainings for professional development and continuous quality improvement, i.e., confidentiality.

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

The undersigned (hereinafter called the "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 and 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 regulations.

Name of 504 Person - Type or Print

City of Redwood City – Fair Oaks Community Center
Teri Chin, Human Services Manager
2600 Middlefield Road
Redwood City, CA 94063

Name of Contractor(s) – type or Print

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

Date

Signature and Title of
Authorized Official

*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 II
Health Insurance Portability and Accountability Act (HIPAA)
Business Associate Requirements

Definitions

Terms used, but not otherwise defined, in this Schedule shall have the same meaning as those terms are defined in 45 Code of Federal Regulations section 160.103 164.304 and 164.501. (All regulatory references in this Schedule are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

- a. *Designated Record Set.* “Designated Record Set” shall have the same meaning as the term “designated record set” in Section 164.501.
- b. *Electronic Protected Health Information.* “Electronic Protected Health Information” (“E PHI”) means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- c. *Individual.* “Individual” shall have the same meaning as the term “individual” in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).
- d. *Privacy Rule.* “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and E.
- e. *Protected Health Information.* “Protected Health Information” shall have the same meaning as the term “protected health information” in Section 164.501 and is limited to the information created or received by Contractor from or on behalf of County.
- f. *Required By Law.* “Required by law” shall have the same meaning as the term “required by law” in Section 164.501.
- g. *Secretary.* “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- h. *Security Incident.* “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate
- i. *Security Rule.* “Security Rule” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

Obligations and Activities of Contractor

- a. Contractor agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as required by law.

- b. Contractor agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.
- c. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.
- d. Contractor agrees to report to County any use or disclosure of the Protected Health Information not provided for by this Agreement.
- e. Contractor agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of County, agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.
- f. If Contractor has protected health information in a designated record set, Contractor agrees to provide access, at the request of County, and in the time and manner designated by County, to Protected Health Information in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under Section 164.524.
- g. If Contractor has protected health information in a designated record set, Contractor agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to make pursuant to Section 164.526 at the request of County or an Individual, and in the time and manner designed by County.
- h. Contractor agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, County available to the County, or at the request of the County to the Secretary, in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining County's compliance with the Privacy Rule.
- i. Contractor agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

- j. Contractor agrees to provide to County or an Individual in the time and manner designated by County, information collected in accordance with Section (i) of this Schedule, to permit County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.
- k. Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Contractor creates, receives, maintains, or transmits on behalf of County.
- l. Contractor shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- m. Contractor shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- n. Contractor shall report to County any Security Incident within 5 business days of becoming aware of such incident.
- o. Contractor shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at County's request, to the County for purposes of the Secretary determining County's compliance with the HIPAA privacy and security regulations.

Permitted Uses and Disclosures by Contractor

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

Obligations of County

- a. County shall provide Contractor with the notice of privacy practices that County produces in accordance with Section 164.520, as well as any changes to such notice.
- b. County shall provide Contractor with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, 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 Protected Health Information that County has agreed to in accordance with Section 164.522.

Permissible Requests by County

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

Duties Upon Termination of Agreement

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

Miscellaneous

- a. *Regulatory References.* A reference in this Schedule to a section in the 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 the Health Insurance Portability and Accountability Act, Public Law 104-191.
- c. *Survival.* The respective rights and obligations of Contractor under this Schedule shall survive the termination of the Agreement.
- d. *Interpretation.* Any ambiguity in this Schedule 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

**Attachment III
County of San Mateo
Contractor's Declaration Form**

I. CONTRACTOR INFORMATION

Contractor Name:	City of Redwood City/Fair Oaks Community Center	Phone:	(650) 780-7510
Contact Person:	Teri Chin, Human Services Manager	Fax:	(650) 298-8184
Address:	2600 Middlefield Road Redwood City, CA 94063		

II. EQUAL BENEFITS (check one or more boxes)

Contractors with contracts in excess of \$5,000 must treat spouses and domestic partners equally as to employee benefits.

- Contractor complies with the County's Equal Benefits Ordinance by:
 - offering equal benefits to employees with spouses and employees with domestic partners.
 - offering a cash equivalent payment to eligible employees in lieu of equal benefits.
- Contractor does not comply with the County's Equal Benefits Ordinance.
- Contractor is exempt from this requirement because:
 - Contractor has no employees, does not provide benefits to employees' spouses, or the contract is for \$5,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to offer equal benefits when said agreement expires.

III. NON-DISCRIMINATION (check appropriate box)

- Finding(s) of discrimination have been issued against Contractor within the past year by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or other investigative entity. Please see attached sheet of paper explaining the outcome(s) or remedy for the discrimination.
- No finding of discrimination has been issued in the past year against the Contractor by the Equal Employment Opportunity Commission, Fair Employment and Housing Commission, or any other entity.

IV. EMPLOYEE JURY SERVICE (check one or more boxes)

Contractors with original or amended contracts in excess of \$100,000 must have and adhere to a written policy that provides its employees living in San Mateo County up to five days regular pay for actual jury service in the County.

- Contractor complies with the County's Employee Jury Service Ordinance.
- Contractor does not comply with the County's Employee Jury Service Ordinance.
- Contractor is exempt from this requirement because:
 - the contract is for \$100,000 or less.
 - Contractor is a party to a collective bargaining agreement that began on _____ (date) and expires on _____ (date), and intends to comply when the collective bargaining agreement expires.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct, and that I am authorized to bind this entity contractually.

Signature

Name

Date

Title

