

CONTRACT AMENDMENT

Contract No.: HHS000322A

Begins: July 1, 2021

Administering Agency: Adult System of Care

Ends: ~~June 30, 2022~~

February 28, 2023

Description: First amendment to this contract between Advocates for Mentally Ill Housing, Inc., a nonprofit corporation, hereinafter referred to as "CONTRACTOR" and the County of Placer, hereinafter referred to as "COUNTY," to extend the length of the agreement and increase compensation to CONTRACTOR to meet demand of continued care for clients. All these changes are reflected in Exhibit **A-1**, and Exhibit **B-1** (which replaces Exhibit B in its entirety).

WHEREAS, COUNTY wishes to provide housing coordination services to individuals who are homeless, at risk of homelessness, or low income, and

WHEREAS, COUNTY issued a Request for Proposals No 100122 to select a contractor to provide housing coordination services and awarded a contract for services through the Placer COUNTY Board of Supervisors to CONTRACTOR on June 11, 2019 in response to the CONTRACTOR'S submitted proposal, and

WHEREAS, COUNTY has determined that the need for these services has increased since this Agreement was originally developed and it is necessary to modify the current agreement to increase compensation to meet the demand for these services and extend the term while the new RFP is released, and

WHEREAS, COUNTY currently has two agreements with CONTRACTOR related to housing coordination services, one through the RFP and one through professional services, and wishes to combine the services into one amendment for coordination and collaboration purposes, and

WHEREAS, the parties wish to enter into this Agreement to provide a full and complete statement of their respective responsibilities in connection with the recitals set forth above,

NOW, THEREFORE, in consideration of the mutual covenants and agreements of this Agreement, the parties hereby agree **effective July 1, 2021, the following amendment is made to the original contract, additions are shown in bold italics, deletions are shown in strike-through:**

3. **PAYMENT:** COUNTY will pay to CONTRACTOR as full payment for all services rendered pursuant to this Agreement in the amount set forth in Exhibit ~~BB-1~~, titled Payment Provisions, attached hereto. The payment specified in Exhibit ~~BB-1~~ shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. The total amount of this contract and payments made under this Agreement shall not exceed **ONE HUNDRED NINETY-TWO THOUSAND NINE HUNDRED FIFTY-TWO DOLLARS (\$192,952) FOUR HUNDRED NINETY-FIVE THOUSAND THREE HUNDRED EIGHTY-THREE DOLLARS (\$495,383)**. This payment amount shall be inclusive of all CONTRACTOR costs, including, but not limited to travel, transportation, lodging, meals, supplies, and incidental expenses except as otherwise might be specifically set forth in this Agreement. CONTRACTOR shall charge for travel according to the Federal General Services Administration (GSA) guidelines.

5. **INVOICES:**

5.1. CONTRACTOR shall provide invoices to the COUNTY on a monthly basis, within 30 calendar days of the close of each calendar month with the exception of June billing. For all contracts, invoices for services provided during the month of June shall be received by COUNTY by 5:00 p.m. on July 15th. Exhibit ~~BB-1~~, titled Payment Provisions shall indicate if this contract is

reimbursed with funds from the CEC/Cash Claim. COUNTY will review, approve, and pay all valid invoices within 30 calendar days of receipt. In the event of multiple invoices being submitted to the COUNTY at one time or insufficient documents supporting an invoice, payment by the COUNTY may be delayed beyond the 30-day timeline.

- 5.2. Invoices for payment shall be on the Sample Invoice provided by COUNTY or on CONTRACTOR's letterhead and shall include the contract number, the CONTRACTOR name and remittance address, a unique invoice number, and a ~~detailed~~ list of expenses with dollar amounts **in accordance with Exhibit B**. ~~Backup documentation to support each expense should be attached to the invoice. Client personally identifiable information (PII) and protected health information (PHI) should not be submitted as backup documentation unless it is legally permissible and there is a business need.~~ When submitting invoices electronically when there is a business need to include PII or PHI, emails should be encrypted. Invoices for payment shall be submitted to the following address or via email to the address below:

Placer County HHS Fiscal
Attn: Accounts Payables
3091 County Center Drive, Suite 290
Auburn, CA 95603
Email: HHSPayables@placer.ca.gov

- 5.3. Payment Delay. Notwithstanding any other terms of this Agreement, no payments will be made to CONTRACTOR until COUNTY is satisfied that work of such value has been rendered pursuant to this Agreement. However, COUNTY will not unreasonably withhold payment and, if a dispute exists, the withheld payment shall be proportional only to the item in dispute.

6. **EXHIBITS:** Exhibits expressly listed on the signature page of this Agreement are hereby incorporated herein by this reference and collectively, along with this base document, form the Agreement. In the event of any conflict or inconsistency between provisions contained in the base agreement or exhibits such conflict or inconsistency shall be resolved by giving precedence according to the following priorities: Exhibit **AA-1**, Exhibit **BB-1**, base agreement, then followed by any remaining exhibits. Responsibilities and obligations mandated by federal or state regulations or otherwise at law shall be liberally construed to meet legal requirements.
11. **CONTRACT TERM:** This Agreement shall remain in full force and effect from July 1, 2021 through ~~June 30, 2022~~ **February 28, 2023**. Contract provisions that contain report deadlines or record obligations which occur after contract termination survive as enforceable continuing obligations.

22. CONTRACT ADMINISTRATOR:

- 22.1. ADMINISTRATOR will provide consultation and technical assistance in monitoring the terms of this Agreement
- 22.2. ADMINISTRATOR is responsible for monitoring the performance of the CONTRACTOR in meeting the terms of this Agreement, for reviewing the quality of CONTRACTOR services, notifying CONTRACTOR of performance deficiencies, and pursuing corrective action to assure compliance with contract requirements.
- 22.3. ADMINISTRATOR may be revised from time to time, at the discretion of the COUNTY. Any change in ADMINISTRATOR will be provided to CONTRACTOR by written notice. At contract commencement, the ADMINISTRATOR will be:

~~Aaron Cadore, Program Manager
Placer County Adult System of Care
11512 B Avenue
Auburn, CA 95603
530.886.2974~~

**Curtis Budge, Program Manager
Placer County Adult System of Care
101 Cirby Hills Dr.
Roseville, CA 95678
916.787.8976**

//Signatures on following page

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IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement as of the day first above stated:

ADVOCATES FOR MENTALLY ILL HOUSING, INC
("CONTRACTOR")*

COUNTY OF PLACER ("COUNTY")

Signature

Print Name

Chair of the Board, President, or
 Vice President

Date: _____

Robert L. Oldham, Director,
Department of Health & Human Services

Date: _____

Signature

Print Name

Secretary, Asst. Secretary,
 Chief Financial Officer, or Asst. Treasurer

Date: _____

Approved as to Form
Office of Placer County Counsel

Date: _____

With the exception of Exhibit A-1, Exhibit B-1 (which replaces Exhibit B in its entirety), and Exhibit J, exhibits are not attached. Please reference original agreement HHS000322 to view the exhibits that have not changed.

Exhibit **AA-1**– Scope of Services
Exhibit **BB-1**– Payment Provisions
Exhibit J - Information Security Requirements

*Agreement must have two signatures, one in each of the two categories of corporate offices indicated above. Check the box indicating the corporate office of the signing party. The same person may sign the contract twice if that person holds an office in each of the two categories. (California Corporations Code § 313) One signature will suffice, if the corporation's board of directors has passed a resolution that gives one person authority to sign. A copy of the most recent resolution must be sent with the signed contract, even if it is the same as the previous year.

SCOPE OF SERVICES

The CONTRACTOR will provide housing coordination services to actively increase permanent housing placements and retention for households who are low-income, at risk of homelessness, or homeless. The CONTRACTOR will assist individuals and families with housing search and placement; promote self-sufficiency and permanency in housing; identify, recruit, and retain landlords and property managers; and collaborate with local housing authorities and agencies to maximize connections to permanent housing.

1. One FTE Housing Coordinator will function as a “Landlord Specialist” and will prioritize identifying, recruiting and retaining relationships with property owners, landlords and management companies (“landlord/managers”) to promote and increase ongoing rental opportunities. The Landlord Specialist will:
 - 1.1. Proactively research and identify additional housing options and inventory in the community to be added to the current list of low-income housing resources for individuals/families.
 - 1.2. Contact a minimum of 10 landlords/managers weekly to establish new relationships and foster existing relationships.
 - 1.3. Maintain a current landlord/manager inventory database accessible to community partners.
 - 1.4. Stay current with available housing subsidies to help maximize housing options for each household.
 - 1.5. Organize and conduct landlord forums or meetings, quarterly at minimum, to educate on program services and housing the target population.
 - 1.6. Advocate for individuals/families for consideration as potential tenants.
 - 1.7. In conjunction with relationship development, the CONTRACTOR will access funds from this contract to provide incentives to landlords working with this program as well as potential future landlords. CONTRACTOR may access short-term housing funds, which include but are not limited to: paying up one (1) month’s rent for damages to an apartment after client exits the apartment; paying up to two (2) month’s rent to assist landlord correct habitability concerns prior to client moving in or while client is occupying the unit; paying up to one (1) month’s rent to a current landlord or prospective landlord to hold a unit for an individual working with this program; up to two (2) month’s rent to assist landlord meet special accommodations to the unit occupied by a client of this program. CONTRACTOR will communicate with Contract Administrator for items or improvements that fall outside of the above scope.
 - 1.8. Provide and monitor one primary phone number for landlords/managers to call and connect with appropriate staff person if there is an issue with an existing tenant. This phone number is not the direct work or mobile number of the Housing Coordinator but can be forwarded to either.
 - 1.9. Respond to landlord/manager immediately if emergency/crisis situation; no more than 48 hours, and ideally within 24 hours, in all other circumstances. CONTRACTOR to identify and implement plan for response during non-business hours. Contact case manager immediately if tenant is connected to one and respond to landlord/manager’s need if case manager is unable to in a timely manner.
 - 1.10. Call the landlord/manager at least once per month and/or perform a monthly site visit for at least 120-day period after a housing placement; respond to landlord/manager as needed for duration of client’s tenancy.
 - 1.11. Collaborate with Housing Specialist to provide client housing assistance and retention.

- 1.12. Outreach and collaborate with community providers.
 - 1.12.1. Develop and distribute a brochure or flyer that communicates program to county case managers and local service providers.
 - 1.12.2. Outreach to leadership of community organizations to provide information on the services and attend staff meetings as request.
 - 1.12.3. Coordinate with Housing Specialist to provide appropriate Housing Coordinator representation at relevant collaborative meetings with the county and other service providers, such as Coordinated Entry By-Name List and multi-disciplinary case management meetings related to housing clients.
2. One FTE Housing Coordinator will function as a "Housing Specialist" and will prioritize engaging individuals and families in need of housing with search preparation, support during the housing search process, skills for increased self-sufficiency and permanency in housing, connection to supportive services, and housing counseling after housing placement to ensure housing retention. The Housing Specialist will:
 - 2.1. Apply Housing First principles in working with potential households.
 - 2.2. Stay current with available housing subsidies to help maximize housing options for each household.
 - 2.3. Identify and access sources of rental assistance (including security deposits, rent, utilities, and moving costs) from community programs which may include, but is not limited to, Salvation Army, St. Vincent de Paul, Rapid Rehousing and other, prior to accessing funds from this contract for rental assistance. In the event that there is no rental assistance from any of the agencies mentioned above or others, CONTRACTOR can access a one-time per client, funds from this contract for rental assistance.
 - 2.4. Do not duplicate services being offered by other community providers. For individuals receiving case management supports, provide lead to case manager for local housing opportunities for their clients and be a resource as needed for access to rental assistance funds, donated furnishings, questions related to rental application forms and eligibility requirements, facilitation of rental interviews with landlord/manager.
 - 2.5. For clients who are not connected with case management support:
 - 2.5.1. Provide necessary documents to households to be placed on waiting lists for affordable housing rental properties and subsidy programs.
 - 2.5.2. Provide housing counseling and budget training to help client prepare for housing.
 - 2.5.3. Assist households in meeting housing eligibility requirements.
 - 2.5.4. Complete credit checks and connect with Legal Services of Northern California to resolve issues as needed.
 - 2.5.5. Provide client transportation related to housing placement needs.
 - 2.5.6. Assist households in completing applications and navigating through the leasing process.
 - 2.5.7. Collaborate with Landlord Specialist to assure that potential units are in good condition and compliant with HUD habitability requirements.
 - 2.5.8. Connect 100% of engaged individuals with community support in order to aid housing retention. This may include, but is not limited to, programs such as SOAR, CalFresh, CalWorks, and local food banks.
 - 2.5.9. Educate housed clients on tenant rights and responsibilities.

- 2.5.10. Coordinate with Landlord Specialist to facilitate the resolution of any landlord tenant issues, referring to Northern California Legal Services when appropriate.
- 2.5.11. Submit referrals to appropriate community agency and/or Placer County when Housing Specialist deems individual needs specialized supportive services, including case management.
- 2.6. Support clients at minimum 120 days after housing placement to ensure housing retention. During the first two months of housing placement, Housing Specialist will, at minimum, contact the client once per week and perform one site visit per week. If client is engaged with a case manager, Housing Specialist will contact client weekly, performing site visits as needed, and follow-up with case manager regularly to ensure client is receiving follow-up support. For the remainder of the 120-day period, Housing Specialist will contact client once per month, at minimum, and perform regular site visits. Housing Specialist will coordinate with Landlord Specialist to respond to landlord/manager concerns.
- 2.7. Coordinate with Landlord Specialist to provide appropriate Housing Coordinator representation at relevant collaborative meetings with the county and other service providers, such as Coordinated Entry By-Name List and multi-disciplinary case management meetings related to housing clients.
- 2.8. Participate in Coordinated Entry, submitting exits for individuals when appropriate.
- 3. One FTE Housing Coordinator will be dedicated to Home Safe and will serve individuals that meet eligibility requirements of the Home Safe Program. The "Home Safe Housing Coordinator" will:**
 - 3.1. Serve APS client who is experiencing a housing crisis and needs housing services related to their immediate health and safety.**
 - 3.2. Provide housing-related intensive case management services, consistent with Housing First principles, to offer participants assistance in achieving housing stability. (ACL, P3 #1 of program design)**
 - 3.3. Perform initial client visit together with APS. Housing Coordinator will complete the Home Safe assessment vulnerability tool and HMIS Entry.**
 - 3.4. Receive Home Safe referrals from APS and case consult with APS through weekly Case MDT's.**
 - 3.5. Perform Home Safe Follow-up Review at 6 months and 12 months from time of HMIS exit date and provide additional HMIS data points as needed.**
 - 3.6. Create a Service Plan addressing each individual's housing needs with specific goals and assigned responsibilities (i.e., client vs housing coordinator). Acquire signed service plan agreement with client.**
 - 3.7. Attend weekly Home Safe Case Review meeting with APS case workers.**
 - 3.8. Provide client transportation including to the various agencies to complete any necessary applications, including utility companies and other appointments as needed.**
 - 3.9. Perform housing navigation to assists participants in finding, applying, securing, and moving into interim and permanent housing as needed. (IE landlord engagement, completing housing applications, coordinating with local public housing authority and advocating for availability of affordable housing vouchers.)**
 - 3.10. CONTRACTOR will access Home Safe funds from this contract to provide housing-related assistance. Direct financial assistance should be maximized to ensure clients provided housing or prevented from entering homelessness as quickly as possible.**

Direct financial assistance to be approved by APS Senior case manager. Examples of direct financial assistance includes, but is not limited to, any of the following:

- **costs associated with rental assistance or mortgage payments**
- **rental backpay and arrearages**
- **Reimburse licensed caregiver agencies for services provided to Home Safe clients when authorized by the County Contract Manager**
- **assist participants with accessing ERAP funds before using Home Safe funds to pay back rent.**
- **application fees**
- **security deposits**
- **first and last months' rent**
- **housing rehabilitation and modification costs**
- **interim housing including hotel/motel stays or master leased units**
- **one-time emergency basic needs provided pursuant to evidence-based practices in homeless assistance and prevention**
- **provision of basic housing items and resources**
- **transportation vouchers related to housing needs**
- **costs associated with moving or relocating**
- **assistance in making higher-level care placements**

3.11. Perform follow-up home visits after housing intervention to check status of sustainability and client housing retention.

3.12. Make the referrals, calls, and contacts with the client related to ensure housing sustainability. Provide housing stabilization services and assistance. Examples of housing stabilization services and assistance may include, but are not limited to, any of the following:

- **provision or connection to legal assistance**
- **eviction prevention**
- **tenant education**
- **credit repair**
- **cleaning services**
- **hazard removal**
- **assistance with hoarding**
- **home repairs or modifications**

3.13. Home Safe clients who require long term supports related to housing, such as supportive housing, should be referred to the local Continuum of Care while awaiting services through the referral to the Continuum of Care, the Home Safe Housing Coordinator shall work in close coordination with other systems of care or complimentary programs.

3.14. Play critical role in Home Safe multi-disciplinary teams.

3.15. Agency will enter and maintain updated participant data in the Homeless Management Information System (HMIS).

3.15.1. Agency will obtain and maintain necessary releases from referred clients to share HMIS and other necessary data elements with COUNTY.

3.15.2. Agency will complete the required HSAPS reporting.

3.16. Attend related homelessness/housing meetings including PCOH and Home Safe Program meetings.

4. CONTRACTOR will:
 - 4.1. Ensure Housing Coordinators complete and maintain Cultural Diversity and Motivational Interview Training and participate in trainings relevant to housing, community resources, and skill building to help clients obtain and retain housing.
 - 4.2. Maintain one Homeless Management Information System (HMIS) end user license per Housing Coordinator and require each to participate in trainings to meet the required data standards, collect and report data and maintain case notes for individuals enrolled in the program.
 - 4.3. Deliver an evidence-based Ready to Rent Program at least four (4) times per contract year.
 - 4.4. Ensure FTEs meet the following qualifications:
 - 4.4.1. Two years or more experience working with subsidy programs such as HUD Shelter Plus Care, HUD Housing Choice Voucher Program, HUD Permanent Supportive Housing Program, and VASH Veteran's Affairs Supportive Housing.
 - 4.4.2. Demonstrated knowledge of affordable housing issues faced by the target population.
 - 4.4.3. Demonstrated knowledge or understanding of tenant's rights and responsibilities.
 - 4.4.4. Demonstrated knowledge of community resources, social service agencies, and existing housing inventory.
 - 4.4.5. Experience collaborating with county and community service providers.
 - 4.4.6. Experience working with or in the property management industry, with the Landlord Specialist **and APS Housing Coordinator** having at least two years' experience.
 - 4.4.7. Experience coordinating housing opportunities for people with homeless histories, with Housing Specialist **and APS Housing Coordinator** have at least two years' experience and demonstrated experience applying "Housing First" philosophy and strategies.
5. One FTE Housing Coordinator will be dedicated to the Proposition (Prop) 47 Action Team and will serve individuals that meet eligibility requirements of this program. The "Prop 47 Housing Coordinator" will:
 - 5.1. Serve Prop 47 clients that are experiencing homelessness or are at imminent risk of homelessness or have a goal to achieve stable housing.
 - 5.2. Apply Housing First principles in working with potential households.
 - 5.3. Make an assessment of each individual's housing needs, including a plan to assist them in meeting those needs, consistent with the case plan as developed by the Prop 47 treatment team. To the extent feasible, this plan shall be developed in coordination with the Action Team, which is a multi-disciplinary team that includes housing program providers.
 - 5.4. Provide transportation for the client(s) to support them in meeting their goals, including to the various agencies to complete any necessary applications, including utility companies and other appointments as needed.
 - 5.5. Perform navigation or search assistance to recruit landlords and assist individuals in locating affordable or subsidized housing.
 - 5.6. Make the referrals, calls, and contacts with the client related to ensure housing sustainability. Provide housing stabilization services, including ongoing landlord engagement, case management, public systems assistance, legal services, tenant education, eviction protection, credit repair assistance, life skills training, heavy cleaning, and conflict mediation with landlords, neighbors, and families.

- 5.7 If the individual requires longer term and/or permanent housing assistance (such as permanent supportive housing), make referrals to appropriate service providers including the local homeless continuum of care for long-term services promoting housing stability.
- 5.8 The Prop 47 Housing Coordinator will be an integral part of the Prop 47 Action Team and attend all team meetings to ensure care coordination and collaboration to support those individuals in meeting their goals.
- 5.9 The Prop 47 Housing Coordinator will document all service activities and key outcomes and complete all required paperwork in a timely manner, as a component of the Housing Coordinator position within the Action Team.

LOCATION/HOURS: Services shall be provided during working hours, Monday-Friday throughout Placer County. CONTRACTOR will supply computer, cell phone and printer for each Housing Coordinator located in any COUNTY-provided office space.

REPORTING: CONTRACTOR shall abide by the reporting requirements set forth in detail in Exhibit E to this Agreement.

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PAYMENT PROVISIONS

This is a cost reimbursement contract. CONTRACTOR will be reimbursed based on its actual cost, in accordance with the Budget below, and subject to other limitations and specifics contained in this Agreement and at law.

This payment provision is subject to modification with approval of the County Contract Administrator and the Revenue and Budget Manager, not to exceed the total payment indicated in Section 3 of the main Agreement and limited to moving identified funding amounts between lines.

July 1, 2021 – June 30, 2022	Landlord & Housing Specialists (2FTEs)	Prop. 47 Housing Coord. (1 FTE)		TOTAL
4 FTE Housing Coordinators	\$81,133	\$31,000	-	\$112,113
Taxes/Workers Comp/Benefits	\$22,893	\$8,000	-	\$30,893
Total Payroll July 1, 2021 - June 30, 2022	\$104,026	\$39,000	-	\$143,026
Travel (Mileage)	\$4,932	\$1,250	-	\$6,182
Landlord Incentives (including forums and landlord trainings)	\$1,100	0	-	\$1,100
Ready to Rent Training (certifications)	\$1,150	\$450	-	\$1,600
Short Term Housing/Client Assistance*	\$7,202	300	-	\$7,502
Phone Allowance	\$600	\$300	-	\$900
HMIS Licenses	\$950	\$950	-	\$1,900
Operations (office & equipment)	\$5,050	\$5,032	-	\$10,082
Subtotal July 1, 2021 - June 30, 2022	\$125,010	\$47,282	-	\$172,292
Admin (up to 12%)	\$14,990	\$5,670	-	\$20,660
Total July 1, 2021 - June 30, 2022	\$140,000	\$52,952	-	\$192,952
July 1, 2022 - February 28, 2023	Landlord & Housing Specialists (2FTEs)	Prop. 47 Housing Coord. (1 FTE)	APS Home Safe Housing Coord. (1 FTE)	TOTAL
4 FTE Housing Coordinators	\$66,560	\$32,280	\$38,827	\$138,667
Taxes/Workers Comp/Benefits	\$18,637	\$9,318	\$10,871	\$38,827
Total Payroll July 1, 2022 - February 28, 2023	\$85,197	\$42,958	\$49,698	\$177,493
Travel (Mileage)	\$3,333	\$1,667	\$3,333	\$8,333

Landlord Incentives (including forums and landlord trainings)	\$733	\$0	\$0	\$733
Ready to Rent Training (certifications)	\$767	\$0	\$0	\$767
Short Term Housing/Client Assistance*	\$4,801	\$200	\$65,000	\$70,001
Phone Allowance	\$400	\$200	\$100	\$700
HMIS Licenses	\$633	\$633	\$633	\$1,900
Operations (office & equipment)	\$3,367	\$3,367	\$3,367	\$10,100
Subtotal July 1, 2022 - February 28, 2023	\$99,231	\$48,665	\$122,131	\$270,028
Admin (up to 12%)	\$11,908	\$5,840	\$14,656	\$32,403
Total July 1, 2022 - February 28, 2023	\$111,139	\$54,505	\$136,787	\$302,431

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Information Security Requirements

1. Data Location

- 1.1. The CONTRACTOR shall not store or transfer non-public COUNTY data outside of the United States. This includes backup data and Disaster Recovery locations. The CONTRACTOR will permit its personnel and contractors to access COUNTY data remotely only as required to provide technical support. (Remote access to data from outside the continental United States is prohibited unless approved in advance and in writing by the County.)
- 1.2. The CONTRACTOR must notify the COUNTY in advance and in writing of any location changes to CONTRACTOR's data center(s) that will process or store County data.

2. Data Encryption

- 2.1. For all COUNTY data, The CONTRACTOR shall encrypt all non-public **data in transit** regardless of the transit mechanism.
- 2.2. For all COUNTY data, if the CONTRACTOR stores sensitive personally identifiable or otherwise confidential information, this data shall be **encrypted at rest**. Examples are social security number, date of birth, driver's license number, financial data, federal/state tax information, and hashed passwords.
- 2.3. For all COUNTY data, the CONTRACTOR's encryption shall be consistent with validated cryptography standards as specified in National Institute of Standards and Technology Security Requirements as outlined at <http://nvlpubs.nist.gov/nistpubs/Legacy/SP/nistspecialpublication800-111.pdf>

3. Sub-Contractor Disclosure

- 3.1. The CONTRACTOR shall ensure its subcontractors, vendors, agents, and suppliers acting on behalf or, or through CONTRACTOR comply with all COUNTY Information Security Requirements.

4. Business Continuity

- 4.1. CONTRACTOR shall provide and maintain a business continuity and disaster recovery plan that achieves the County's Recovery Time Objective (RTO) and Recovery Point Objective (RPO), as set forth below, and specifically incorporated herein.
 - 4.1.1. Recovery Time Objective is the duration of time within which a service, business process or application must be restored after an outage to avoid unacceptable consequences associated with a break in continuity of business
 - 4.1.2. Recovery Point Objective is the maximum acceptable amount of data loss after an unplanned outage expressed as an amount of time. Example: If RPO is 4 hours, only a maximum of 4 hours' worth of data can be lost. Backups should be maintained at intervals of every 4 hours.

5. Breach Notification

- 5.1. CONTRACTOR shall notify the COUNTY's contract administrator concerning any breach of COUNTY data or any data incident involving CONTRACTOR's data in which the security of COUNTY data systems may be compromised within 24 hours of the breach or incident.