

to, reports, audits, notices, claims, statements, and correspondence, required by this MOU, may be subject to public disclosure. COUNTY will not be liable for any such disclosure.

17.10 Inspections and Audits

17.11 Authorized representatives of the County, State, and Federal Governments shall have the right to inspect and audit all aspects of operations under this MOU.

17.12 AUTHORITY shall cooperate fully in any inspections or auditing conducted by COUNTY or other governmental agency.

17.13 Inspections by COUNTY may be accomplished by, but not limited to, the following means: field reviews, audit of claims, and review of records.

17.14 COUNTY shall notify AUTHORITY in writing within thirty (30) calendar days upon identifying any potential audit exceptions encountered during any inspection or auditing review.

17.15 The U.S. Department of Health and Human Services, Comptroller General of the United States, Director of CDSS, State Auditor-General, COUNTY, COUNTY's Auditor-Controller and Internal Audit Department, or any of their authorized representatives, shall have access to any books, documents, papers, and records, including medical records, of AUTHORITY which any of them may determine to be pertinent to this MOU. Further, all the above mentioned persons have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this MOU and the premises in which it is being performed.

17.16 AUTHORITY shall make its books and records available within the borders of Orange County within ten (10) days of receipt of written demand by COUNTY.

17.17 In the event AUTHORITY does not make available its books and financial records within the borders of Orange County, AUTHORITY agrees to pay all necessary and reasonable expenses incurred by COUNTY, or COUNTY's

designee, necessary to obtain AUTHORITY's books and records.

17.18 AUTHORITY shall pay to COUNTY the full amount of COUNTY's liability to the State or Federal Government, or any agency thereof resulting from any disallowances or other audit exceptions, to the extent that such liability is attributable to AUTHORITY's failure to perform under this MOU.

17.19 Evaluation Studies

17.20 AUTHORITY shall participate, as requested by COUNTY, in research and/or evaluative studies designed to show the effectiveness and/or efficiency of AUTHORITY's services or provide information about AUTHORITY's project.

18. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

18.1 COUNTY owns All rights to the name, logos, and symbols of COUNTY. The use and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY's prior written consent is expressly prohibited.

18.2 AUTHORITY may develop and publish information related to this MOU where all of the following conditions are satisfied:

18.2.1 COUNTY provides its written approval of the content and publication of the information at least thirty (30) days prior to AUTHORITY publishing the information, unless a different timeframe for approval is agreed upon by COUNTY;

18.2.2 Unless directed otherwise by COUNTY, the information includes a statement that the program, wholly or in part, is funded through County, State and Federal Government funds;

18.2.3 The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:

18.2.3.1 any commercial product or service; and,

18.2.3.2 any product or service provided by AUTHORITY, unless approved in writing by COUNTY; and,

18.2.4 If AUTHORITY uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this MOU, AUTHORITY shall develop social media policies and procedures and have them available to the COUNTY. AUTHORITY shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this MOU. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

19. INDEMNIFICATION

19.1 AUTHORITY agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold U.S. Department of Health and Human Services, the State, COUNTY, and their elected and appointed officials, officers, employees, agents, and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ('COUNTY INDEMNITEES') harmless from any claims, demands, or liability of any kind or nature, including, but not limited to, personal injury or property damage, arising from or related to the services, products, or other performance provided by AUTHORITY, pursuant to this MOU. If judgment is entered against AUTHORITY and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, AUTHORITY and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

20. AUTHORITY INSURANCE

20.1 Prior to the provision of services under this MOU, AUTHORITY agrees to purchase all required insurance at AUTHORITY's expense, including all

endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this MOU have been complied with. AUTHORITY agrees to keep such insurance coverage, Certificates of Insurance and endorsements on deposit with COUNTY during the entire term of this MOU. In addition, all subcontractors performing work on behalf of AUTHORITY pursuant to this MOU shall obtain insurance subject to the same terms and conditions as set forth herein for AUTHORITY.

20.2 AUTHORITY shall ensure that all subcontractors performing work on behalf of AUTHORITY pursuant to this MOU shall be covered under AUTHORITY's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for AUTHORITY. AUTHORITY shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from AUTHORITY under this MOU. It is the obligation of AUTHORITY to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by AUTHORITY through the entirety of this MOU for inspection by COUNTY representative(s) at any reasonable time.

20.3 If AUTHORITY fails to maintain insurance acceptable to COUNTY for the full term of this MOU, COUNTY may terminate this MOU.

20.4 Qualified Insurer:

20.4.1 The policy or policies of insurance required herein must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted

Carrier).

- 20.5 If the Insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial rating.
- 20.6 The policy or policies of insurance maintained by AUTHORITY shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made

20.7 Required Coverage Forms

20.7.1 Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01 or a substitute form providing liability coverage at least as broad.

20.7.2 Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20 or a substitute form providing coverage at least as broad.

20.8 Required Endorsements

20.8.1 Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

20.8.1.1 An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insured or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

20.8.1.2 A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that AUTHORITY's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

20.9 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

20.10 All insurance policies required by this MOU shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

20.11 AUTHORITY shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the contract, upon which the COUNTY may suspend or terminate this MOU.

20.12 If AUTHORITY's Network Security and Privacy Liability policy is/ a "claims made" policy, AUTHORITY shall agree to maintain coverage for two (2) years

following completion of this MOU.

- 20.13 The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insured” clause (standard in the ISO CG 0001 policy).
- 20.14 Insurance certificates should be mailed to COUNTY at the address indicated in Paragraph 27 of this MOU.
- 20.15 Failure of AUTHORITY to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or COUNTY, will result in a breach of this MOU.
- 20.16 COUNTY expressly retains the right to require AUTHORITY to increase or decrease insurance of any of the above insurance types throughout the term of this MOU. Any increase or decrease in insurance will be as deemed by County of Orange Director of Risk Management as appropriate to adequately protect COUNTY.
- 20.17 COUNTY shall notify AUTHORITY in writing of changes in the insurance requirements. If AUTHORITY does not deposit copies of acceptable certificates of insurance and endorsements with COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this MOU may be in breach without further notice to AUTHORITY, and COUNTY shall be entitled to all legal remedies.
- 20.18 The procuring of such required policy or policies of insurance shall not be construed to limit AUTHORITY’s liability hereunder nor to fulfill the indemnification provisions and requirements of this MOU, nor act in any way to reduce the policy coverage and limits available from the insurer.
21. SECURITY
- 21.1 Security Requirements
- 21.1.1 AUTHORITY agrees to maintain the confidentiality of all COUNTY and

COUNTY-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exists or exists at any time during the term of this MOU. AUTHORITY represents and warrants that it has implemented and will maintain during the term of this MOU administrative, physical, and technical safeguards to reasonably protect private and confidential client information, to protect against anticipated threats to the security or integrity of COUNTY data, and to protect against unauthorized physical or electronic access to or use of COUNTY data. Such safeguards and controls shall include at a minimum:

- 21.1.1.1 Storage of confidential paper files that ensures records are secured, handled, transported, and destroyed in a manner that prevents unauthorized access.
- 21.1.1.2 Control of access to physical and electronic records to ensure COUNTY data is accessed only by individuals with a need to know for the delivery of MOU services.
- 21.1.1.3 Control to prevent unauthorized access and to prevent AUTHORITY employees from providing COUNTY data to unauthorized individuals.
- 21.1.1.4 Firewall protection.
- 21.1.1.5 Use of encryption methods of electronic COUNTY data while in transit from AUTHORITY networks to external networks, when applicable.
- 21.1.1.6 Measures to securely store all COUNTY data, including, but not be limited to, encryption at rest and multiple levels of authentication and measures to ensure COUNTY data shall not be altered or corrupted without COUNTY's prior written consent. AUTHORITY further represents and warrants that it

has implemented and will maintain during the term of this MOU administrative, technical, and physical safeguards and controls consistent with State and federal security requirements.

21.2 Security Breach Notification

21.2.1 AUTHORITY shall have policies and procedures in place for the effective management of Security Breaches, as defined below. In the event of any actual, attempted, suspected, threatened, or reasonably foreseeable circumstance AUTHORITY experiences or learns of that either compromises or could reasonably be expected to comprise COUNTY data through unauthorized use, disclosure, or acquisition of COUNTY data ("Security Breach"), AUTHORITY shall immediately notify COUNTY of its discovery. After such notification, AUTHORITY shall, at its own expense, immediately:

21.2.1.1 Investigate to determine the nature and extent of the Security Breach.

21.2.1.2 Contain the incident by taking necessary action, including, but not limited to, attempting to recover records, revoking access, and/or correcting weaknesses in security.

21.2.1.3 Report to COUNTY the nature of the Security Breach, the COUNTY data used or disclosed, the person who made the unauthorized use or received the unauthorized disclosure, what AUTHORITY has done or will do to mitigate any harmful effect of the unauthorized use or disclosure, and the corrective action AUTHORITY has taken or will take to prevent future similar unauthorized use or disclosure.

21.2.2 The COUNTY, at its sole discretion and on a case-by-case basis, will

determine what actions are necessary in response to the Security Breach and who will perform these actions. Actions may include, but are not limited to: notifications; investigation and remediation costs, including notification of all whose personal information was disclosed; outside investigation; forensics; counsel; crisis management; and credit monitoring. In the event COUNTY determines AUTHORITY will conduct additional action(s), AUTHORITY shall bear the costs. In the event COUNTY conducts additional actions(s) arising out of or in connection with a Security Breach, AUTHORITY shall reimburse COUNTY for costs associated to legally required actions.

22. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

AUTHORITY shall report to COUNTY, in writing within twenty-four (24) hours of occurrence, the following:

- 22.1 Any accident or incident relating to services performed under this MOU that involves injury or property damage which may result in the filing of a claim or lawsuit against AUTHORITY and/or COUNTY.
- 22.2 Any third party claim or lawsuit filed against AUTHORITY arising from or relating to services performed by AUTHORITY under this MOU.
- 22.3 Any injury to an employee of AUTHORITY that occurs on COUNTY property.
- 22.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies, or securities entrusted to AUTHORITY under the term of this MOU.

23. RECORDS

23.1 Client Records

23.1.1 AUTHORITY shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this MOU in a form acceptable to COUNTY.

23.1.2 AUTHORITY shall keep all COUNTY data provided to AUTHORITY during the term(s) of this for a minimum of five (5) years from the date of final payment under this MOU or until all pending COUNTY, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless AUTHORITY requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this MOU, AUTHORITY shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 31.4.

23.2 Public Records

To the extent permissible under the law, all records, including, but not limited to, reports, audits, notices, claims, statements, and correspondence, required by this MOU may be subject to public disclosure. COUNTY will not be liable for any such disclosure.

24. PERSONNEL DISCLOSURE

24.1 This Paragraph 24 applies to all of AUTHORITY's personnel providing services through this MOU, paid and unpaid (herein referred to as "Personnel").

24.2 AUTHORITY shall make available to COUNTY a current list of all Personnel providing services hereunder, including résumés and job applications. Changes to the list will be immediately provided to COUNTY in writing, along with a copy of a résumé and/or job application. The list shall include:

24.2.1 Names and dates of birth of all Personnel by title, whose direct services are required to provide the programs described herein;

24.2.2 A brief description of the functions of each position and the hours each person works each week, or for part-time Personnel, each day or month, as appropriate;

24.2.3 The professional degree, if applicable, and experience required for each

position; and

24.2.4 The language skill, if applicable, for all Personnel.

- 24.3 Where authorized by law, and in a manner consistent with California Government Code §12952, AUTHORITY shall require prospective Personnel to provide detailed information regarding the conviction of a crime, by any court, for offenses other than minor traffic offenses. Information discovered subsequent to the hiring or promotion of any prospective Personnel shall be cause for termination from the performance of services under this MOU.
- 24.4 Where authorized by law, AUTHORITY shall conduct, at no cost to COUNTY, a clearance on the following public websites of the names and dates of birth for all Personnel who will have direct, interactive contact with clients served through this MOU: U.S. Department of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).
- 24.5 Where authorized by law, AUTHORITY shall conduct, at no cost to COUNTY, a criminal record background check on all Personnel who will have direct, interactive contact with clients served through this MOU. Background checks conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with this Paragraph and their performance of services under this MOU.
- 24.6 AUTHORITY shall ensure that clearances and background checks described in Subparagraphs 24.4 and 24.5 are completed prior to AUTHORITY's Personnel providing services under this MOU.
- 24.7 In the event a record is revealed through the processes described in Subparagraphs 24.4 and 24.5, COUNTY will be available to consult with AUTHORITY on appropriateness of Personnel providing services through this MOU.

accordance with the terms and conditions of this MOU.

25. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

AUTHORITY shall establish a procedure acceptable to COUNTY to ensure that all employees, agents, subcontractors, and all other individuals performing services under this MOU report child abuse or neglect to one of the agencies specified in Penal Code Section 11165.9 and dependent adult or elder abuse as defined in Section 15610.07 of the WIC to one of the agencies specified in WIC Section 15630. AUTHORITY shall require such employees, agents, subcontractors, and all other individuals performing services under this MOU to sign a statement acknowledging the child abuse reporting requirements set forth in Sections 11166 and 11166.05 of the Penal Code and the dependent adult and elder abuse reporting requirements, as set forth in Section 15630 of the WIC, and shall comply with the provisions of these code sections, as they now exist or as they may hereafter be amended.

26. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

AUTHORITY shall notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Orange County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafe.ca.gov for printing purposes. The information shall be posted in all reception areas where clients are served.

27. NOTICES

All notices, requests, claims correspondence, reports, statements authorized or required by this MOU, and/or other communications shall be addressed as follows:

COUNTY: County of Orange Social Services Agency
 Contracts and Procurement Services
 500 N. State College, Suite 100
 Orange, CA 92868

including sales tax. The Transition Period may be modified as agreed upon in writing by the Parties. During the Transition Period, service and data access shall continue to be made available to COUNTY without alteration. AUTHORITY also shall assist COUNTY in extracting and/or transitioning all data in the format determined by COUNTY.

31.3 In the event of termination of this MOU, cessation of business by AUTHORITY, or any other event preventing AUTHORITY from continuing to provide services, AUTHORITY shall not withhold the COUNTY data or refuse for any reason, to promptly provide to COUNTY the COUNTY data if requested to do so on such media as reasonably requested by COUNTY, even if COUNTY is then or is alleged to be in breach of this MOU.

31.4 The obligations under this MOU utilize COUNTY resources, for which funding, or portions of funding, may be contingent upon the State and/or federal budget; receipt of funds from and/or obligation of funds by the State and/or Federal Government; and inclusion of sufficient funding for the services hereunder in the budget approved by the COUNTY's Board of Supervisors for each fiscal year covered by this MOU. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, COUNTY may terminate, reduce, or modify this MOU without penalty.

31.5 If any term, covenant, condition, or provision of this MOU or the application thereof is held invalid, void, or enforceable, the remainder of the provisions in this MOU shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

32. SIGNATURE IN COUNTERPARTS

The Parties agree that separate copies of this MOU may be signed by each of the Parties, and this MOU will have the same force and effect as if the original had been signed by all Parties. AUTHORITY represents and warrants that the person executing this MOU

WHEREFORE, the Parties hereto have executed the Memorandum of Understanding in the County of Orange, California.

By: _____

Debra J. Baetz, Director

County of Orange

Social Services Agency

Dated: _____

By: _____

Name

Title

Company Name

Dated: _____

Approved As To Form

SSA Counsel

County of Orange, California

By: _____

Deputy

Dated: _____