

Contract MA-063-26010187

For

Respite Care Services

Between

Social Services Agency

And

New Alternatives, Inc.



**CONTRACT MA-063-26010187
BETWEEN
COUNTY OF ORANGE
AND
NEW ALTERNATIVES, INC.
FOR THE PROVISION OF
RESPIRE CARE SERVICES**

This Contract is by and between the COUNTY OF ORANGE, hereinafter referred to as “County,” and New Alternatives, Inc., a California non-profit corporation, hereinafter referred to as “Contractor.”

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work

Attachment B – Information Technology Security Provisions

Attachment C - Information Technology Security Guidelines

RECITALS

WHEREAS, County issued a Request for Proposals for Respite Care Services in 2025;

WHEREAS, County desires to contract with Contractor for the provision of Respite Care Services;

WHEREAS, Contractor agrees to render such services on the terms and conditions hereinafter set forth;

WHEREAS, such services are authorized and provided for pursuant to California Welfare and Institutions Code Sections 16501 and 18961; and

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

ARTICLES

TERMS AND CONDITIONS

1. TERM

The term of this Contract shall commence on July 1, 2026, and terminate on June 30, 2029, unless earlier terminated pursuant to the provisions of the Termination provisions of this Contract; however, Contractor shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting. This Contract may be renewed thereafter for a two-year term upon mutual agreement of both parties. The County does not have to provide a reason if it elects not to renew this Contract.

2. ALTERATION OF TERMS

- A. This Contract, including any Attachment(s) attached hereto and incorporated by reference, fully expresses all understandings of the parties and is the total agreement between the parties as to the subject matter of this Contract. No addition to, or alteration of, the terms of this Contract, whether written or verbal, are valid or binding unless made in the form of a written amendment to this Contract which is formally approved and executed by both parties.
- B. The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the Contract.

3. STATUS OF CONTRACTOR

- A. Contractor is, and shall at all times be deemed to be, an independent contractor, and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between County and Contractor or any of Contractor's agents or employees. Contractor assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment.
- B. Contractor, its agents, and employees shall not be entitled to any rights and/or privileges of County employees, and shall not be considered in any manner to be County employees.

4. DESCRIPTION OF SERVICES

- A. Contractor agrees to provide those services, facilities, equipment, and supplies, as described in Attachment A to the Contract between County of Orange and New Alternatives, Inc., for the Provision of Respite Care Services, attached hereto and incorporated herein by reference. Contractor shall operate continuously throughout the

term of this Contract with the number and type of staff described and as required for provision of services hereunder.

- B. Subject to 30 days advance written notice, County may require changes in staffing allocations to reflect current workload demands or service needs as long as County's maximum funding obligation, as set forth in this Contract, is not exceeded.
- C. Upon the request of County, Contractor shall send appropriate staff to attend an orientation session and subsequent training sessions given by County.

5. COMPLIANCE WITH LICENSING STANDARDS AND LAWS

- A. Contractor warrants that it and its personnel, described in the Personnel Disclosure paragraph of this Contract, who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental agencies to perform the services described in this Contract, and agrees to maintain, and require its personnel to maintain, these licenses and permits in effect for the duration of this Contract. Further, Contractor warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements, including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior. Contractor must notify County within one business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).
- B. Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to, those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of the Insurance and Indemnification section, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

Contractor shall remain in compliance and in good standing, maintaining current and active business entity and/or nonprofit registration status, with all applicable federal, state and local registration requirements at the time of execution of the contract through the duration of the term of the Contract, and shall provide annual confirmation of current and active status to County through the term of the Contract.

In the performance of this Contract, Contractor shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC); Title 45 of the Code of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; Title 48 CFR Section 31.2; and all applicable laws and regulations of the United States, State of California, County of Orange, and County of Orange Social Services Agency, and all administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.

- C. For federally funded Contracts in the amount of \$25,000 or more, Contractor certifies that its officers and/or principals are not debarred or suspended from federal financial assistance programs and/or activities.
- D. Contractor shall cooperate with the California Department of Social Services (CDSS) on the implementation, monitoring, and evaluation of the State's Child Abuse and Neglect Prevention and Intervention Program, and shall comply, to the mutual satisfaction of County and CDSS, with any and all reporting and evaluation requirements established by CDSS.

6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

A. Delegation and Assignment

- 1. In the performance of this Contract, Contractor may neither delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior written consent of County. Any attempted delegation or assignment without prior written consent shall be void. The transfer of assets in excess of 10 percent of the total assets of Contractor, or any change in the corporate structure, the governing body, or the management of Contractor, which occurs as a result of such transfer, shall be deemed an assignment of benefits under the terms of this Contract requiring County approval.
- 2. County reserves the right to immediately terminate the Contract in the event County determines that the assignee is not qualified or otherwise acceptable to County for the provision of services under the Contract.

B. Change of Ownership

- 1. Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and County agrees to an assignment of the Contract, the new owners shall be required, under the terms of sale or other instruments of transfer, to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

7. SUBCONTRACTS

No performance of this Contract or any portion thereof may be subcontracted or otherwise delegated by Contractor, in whole or in part, without first obtaining the prior express written consent of County. Any attempt by Contractor to subcontract or delegate any performance of this Contract without the prior express written consent of County shall be invalid and shall constitute a material breach of this Contract, and any attempted assignment or delegation in derogation of this Paragraph shall be void. In the event that Contractor is authorized by County to subcontract, this Contract shall take precedence over the terms of the agreement between Contractor and subcontractor, and any agreement between Contractor and a subcontractor shall incorporate by reference the terms of this Contract. Contractor shall remain responsible for the performance of this Contract and indemnification of County notwithstanding the County's consent to Contractor's request for approval of a subcontractor. Under no circumstances shall County be required to directly monitor the performance of any subcontractor. All work performed by a subcontractor must be monitored by Contractor and must meet the approval of the County of Orange pursuant to the terms of this Contract.

A. Subcontracts of \$50,000 or less

1. Contractor shall develop a standard form Purchase Order, subject to prior written approval of County, to be utilized for the purchase of services by Contractor when the cumulative total cost of the services to be provided by any organization is anticipated to be \$50,000 or less during the term of this Contract. The basis for costs incurred by any such Purchase Order(s) shall be the actual cost of providing services or the usual and customary charges established by the organization(s) providing the services.

B. Subcontracts in excess of \$50,000

1. Contractor shall develop and submit for approval to County a system for the procurement of subcontracts with any organization in which the total cumulative cost of services provided by any single organization is anticipated to exceed \$50,000 during the term of this Contract. Contractor's proposed procurement system shall take into consideration such factors as: degree of price competition; pricing policies and techniques; experience and quality of service; methods of evaluating subcontractor responsibility; relationship of subcontractor to Contractor; and planning, award, and post-award management of subcontracts, including internal audit procedures and monitoring of subcontractor's performance until completion of services.
2. Upon County's approval of Contractor's proposed procurement system, Contractor shall comply with such procurement system in obtaining subcontracts with a total cost in excess of \$50,000 during the term of this Contract. In addition, Contractor shall obtain County's written consent prior to entering into a subcontract with any

organization when the total cumulative cost of services to be provided by that organization is anticipated to exceed \$50,000 during the term of this Contract.

3. Contractor and its subcontractor(s) shall establish and maintain accurate and complete financial records related to services provided under the terms of this Contract. Such records may be subject to the satisfaction of County, and to the examination and audit by County or designee, for a period of five years, or until any pending audit is completed.

8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE

A. Form of Business Organization

1. Upon the request of County, Contractor shall prepare and submit, within 30 days thereafter, an affidavit executed by persons satisfactory to County, containing, but not limited to, the following information:
 - a. The form of Contractor's business organization, i.e., proprietorship, partnership, corporation, etc.
 - b. A detailed statement indicating the relationship of Contractor, by way of ownership or otherwise, to any parent organization or individual.
 - c. A detailed statement indicating the relationship of Contractor to any subsidiary business organization or to any individual who may be providing services, supplies, material, or equipment to Contractor or in any manner does business with Contractor under this Contract.

B. Change in Form of Business Organization

1. If, during the term of this Contract, the form of Contractor's business organization changes, or the ownership of Contractor changes, or when changes occur between Contractor and other businesses that could impact services provided through this Contract, Contractor shall promptly notify County, in writing, detailing such changes. A change in the form of business organization may, at County's sole discretion, be treated as an attempted assignment of rights or delegation of duties of this Contract.

C. Name Change

1. Contractor must notify County, in writing, of any change in Contractor's status with respect to name changes that do not require an assignment of the Contract. While Contractor is required to provide name change information without prompting from the County, Contractor must also provide an update to County of its status upon request by County.

9. NON-DISCRIMINATION

- A. In the performance of this Contract, Contractor agrees that it shall not engage nor employ any unlawful discriminatory practices in the admission of clients, provision of services or benefits, assignment of accommodations, treatment, evaluation, employment of personnel, or in any other respect, on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws.
- B. Contractor shall furnish any and all information requested by County and shall permit County access, during business hours, to books, records, and accounts in order to ascertain Contractor's compliance with this Non-Discrimination section of this Contract.
- C. Non-Discrimination in Employment
1. Contractor shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).
 2. All solicitations or advertisements for employees placed by or on behalf of Contractor shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.
 3. Contractor shall refer any and all employees desirous of filing a formal discrimination complaint to:
California Department of Fair Employment
2218 Kausen Drive, Suite 100
Elk Grove, CA 95758
Telephone: (800) 884-1684
(800) 700-2320 (TTY)
- D. Non-Discrimination in Service Delivery

1. Contractor shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as amended; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. Contractor shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of this Non-Discrimination section of this Contract.
2. Contractor shall provide any and all clients desirous of filing a formal complaint any and all information as appropriate:
 - a. Pamphlet: “Your Rights Under California Welfare Programs” (PUB 13)
 - b. Discrimination Complaint Form
 - c. Civil Rights Contacts

County Civil Rights Contact:

Orange County Social Services Agency
 Program Integrity
 Attn: Civil Rights Coordinator
 P.O. Box 22001
 Santa Ana, CA 92702-2001
 Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau
P.O. Box 944243, M/S 8-16-70
Sacramento, CA 94244-2430
Telephone: (916) 654-2107
Toll Free: (866) 741-6241

Federal Civil Rights Contact:

Office for Civil Rights
U.S. Department of Health and Human Services
90 7th Street, Suite 4-100
San Francisco, CA 94103
Customer Response Center: (800) 368-1019

- d. The following websites provide Civil Rights information, publications and/or forms:
- i. <https://www.cdss.ca.gov/Portals/9/FMUForms/M-P/PUB470.pdf?ver=2021-05-10-164956-817> (Pub 470 - Your rights Under Adult Protective Services)
 - ii. <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program> (Pub 13 – Your Rights Under California Welfare Programs)
 - iii. <http://ssa.ocgov.com/about/services/contact/complaints/comply> [Social Services Agency (SSA) Contractor and Vendor Compliance page]

10. NOTICES

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

County:

County of Orange, Social Services Agency
Contracts Services
500 N. State College Blvd., Suite 100
Orange, CA 92868

Contractor:

New Alternatives, Inc.
PO Box 34219

San Diego, CA 92163

All notices shall be deemed effective when in writing and when:

- A. Deposited in the United States mail, first class postage prepaid and addressed as shown above;
- B. Sent by Email;
- C. Faxed and transmission confirmed; or
- D. Accepted by U.S. Postal Services Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

The parties each may designate by written notice from time to time, in the manner aforesaid, any change in the address to which notices must be sent.

11. NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one business day, give notice thereof, including all relevant information with respect thereto, to the other party

12. INDEMNIFICATION

Contractor 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 Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

13. INSURANCE

- A. Prior to the provision of services under this Contract, Contractor agrees to carry all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this Contract have been complied with. Contractor agrees to keep such insurance coverage current and provide Certificates of Insurance and endorsements to County during the entire term of this Contract.
- B. Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this Contract shall be covered under Contractor's insurance as an Additional

Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this Contract. It is the obligation of Contractor 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 Contractor through the entirety of this Contract for inspection by County representative(s) at any reasonable time.

C. All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs in excess of \$50,000 shall specifically be approved by the County's Risk Manager, or designee. County reserves the right to require current audited financial reports from Contractor. If Contractor is self-insured, Contractor will indemnify County for any and all claims resulting or arising from Contractor's services in accordance with the indemnity provision stated in this Contract.

D. If Contractor fails to maintain insurance acceptable to County for the full term of this Contract, County may terminate this Contract.

E. Qualified Insurer

1. The policy or policies of insurance 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).
2. 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 ratings.
3. The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below.
4. Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

F. Required Coverage Forms

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

G. Required Endorsements

1. Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:
 - a. 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, employees, and agents as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.
 - b. A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by the County shall be excess and non-contributory.
 2. 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, employees, and agents or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.
 3. The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.
 - a. An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds for its vicarious liability.
 - b. A primary and non-contributory endorsement evidencing that the Contractor's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.
- H. All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees, and agents when acting within the scope of their appointment or employment.
- I. Contractor shall provide 30 days prior written notice to the County of any policy cancellation or non-renewal and 10 days prior written notice where cancellation is due to 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 Contract.
- J. The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).
- K. Insurance certificates should be forwarded to County at the address indicated in Notices section of this Contract.

- L. If Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or Deputy Procurement Agent, award may be made to the next qualified proponent.
- M. County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.
- N. County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not provide acceptable Certificates of Insurance and endorsements to County incorporating such changes within 30 days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.
- O. The procuring of such required policy or policies of insurance shall not be construed to limit Contractor’s liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

<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 or scheduled, non-owned, and hired vehicles	\$1,000,000 combined single limit each accident
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per accident or disease
Network Security and Privacy Liability	\$1,000,000 per claims-made
Sexual Misconduct Liability	\$1,000,000 per occurrence

14. NOTICE OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS

Contractor shall report to County, in writing within 24 hours of occurrence, the following:

- A. Any instance in which Contractor becomes a party to any litigation against County, or a party to litigation that may reasonably affect Contractor’s performance under this Contract. While Contractor is required to provide this information without prompting from

County, any time there is a change to Contractor's litigation status, Contractor must also provide an update to County whenever requested by County.

- B. Any accident or incident relating to services performed under this Contract that involves injury or property damage which may result in the filing of a claim or lawsuit against Contractor and/or County.
- C. Any third party claim or lawsuit filed against Contractor arising from or relating to services performed by Contractor under this Contract.
- D. Any injury to an employee of Contractor that occurs on County property.
- E. Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of County property, monies or securities entrusted to Contractor under the term of this Contract.
- F. Any Notice of Contract Breach, or equivalent, received from any entity for whom Contractor is providing the same or similar services, under a written contract, regardless of service location or jurisdiction.

15. CONFLICT OF INTEREST

- A. Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor, Contractor's officers, directors, employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor's efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.
- B. Contractor shall notify County, in writing, of any potential or actual conflicts of interest between Contractor and County that may arise prior to, or during the period of, Contract performance, including, but not limited to, whether any known County public officer's child is an officer or director of, or has an ownership interest of 10 percent or more in, Contractor. While Contractor will be required to provide this information without prompting from County any time there is a change regarding conflict of interest, Contractor must also provide an update to County upon request by County.
- C. County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.

16. ANTI-PROSELYTISM PROVISION

No funds provided directly to institutions or organizations to provide services and administer programs under Title 42 United States Code (USC) Section 604a(a)(1)(A) shall be expended for sectarian worship, instruction, or proselytization, except as otherwise permitted by law.

17. SUPPLANTING GOVERNMENT FUNDS

Contractor shall not supplant any federal, State, or County funds intended for the purposes of this Contract with any funds made available under this Contract. Contractor shall not claim from County for, or apply sums received from County with respect to, that portion of its obligations which have been paid by another source of revenue. Contractor agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining federal, State, or County funds under any federal, State, or County program without prior written approval of County.

18. EQUIPMENT

- A. All items purchased with funds provided under this Contract, or which are furnished to Contractor by County, which have a single unit cost of at least \$10,000, including sales tax, shall be considered Capital Equipment. Title to all Capital Equipment shall, upon purchase, vest and remain in County. The use of such items of Capital Equipment is limited to the performance of this Contract. Upon the termination of this Contract, Contractor shall immediately return any items of Capital Equipment to County or its representatives, or dispose of them in accordance with the directions of County. Contractor further agrees to the following:
1. To maintain all items of Capital Equipment in good working order and condition, normal wear and tear excepted.
 2. To label all items of Capital Equipment, do periodic inventories as required by County, and to maintain an inventory list showing where and how the Capital Equipment is being used, in accordance with procedures developed by County. All such lists shall be submitted to County within 10 days of any request.
 3. To report in writing to County immediately after discovery, the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to County.
 4. To purchase a policy or policies of insurance covering loss or damage to any and all Capital Equipment purchased under this Contract, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the parties' interests as they appear.

- B. The purchase of any Capital Equipment by Contractor shall be requested in writing, shall require the prior written approval of County, and shall fulfill the provisions of this Contract which are appropriate and directly related to Contractor's service or activity under the terms of this Contract. County may refuse reimbursement for any costs resulting from Capital Equipment purchased which are incurred by Contractor, if prior written approval has not been obtained from County.
- C. Computer Equipment - No computers and/or personal electronic devices, such as tablets and laptop computers, or any component thereof, may be purchased with funds provided under this Contract regardless of purchase price, without prior written approval of County. Any such purchase shall be in accordance with specifications provided by County, be subject to the same inventory control conditions specified above in Subparagraphs 18.A.1 to 18.A.4, and, at the sole discretion of County, become the property of County upon termination of this Contract.
- D. Use of County Computer Equipment - County intends to permit Contractor the use of computer equipment provided by County. Said computer equipment shall be used solely by employees of Contractor, for the purpose of, and while performing their assigned duties pursuant to this Contract, and shall remain the property of County. Contractor shall ensure that each of its employees, volunteers, consultants, or agents that have access to County facilities and/or data contained in County's Computer Information System completes information security and computer usage training provided by County, signs and adheres to the provisions as they currently exist and as they may be hereafter amended in Attachments B and C to this Contract and signs and adheres to any subsequent contracts required by federal or State laws or regulations. Contractor's failure to have all Contractor employees that have access to County's facilities and/or data execute the contracts and/or complete the training shall constitute a breach of this Contract.

19. BREACH SANCTIONS

- A. Failure by Contractor to comply with any of the provisions, covenants, or conditions of this Contract shall be a material breach of this Contract. In such event, County may, and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Contract:
1. Afford Contractor a time period within which to cure the breach, which period shall be established by County; and/or
 2. Discontinue reimbursement to Contractor for and during the period in which Contractor is in breach, which reimbursement shall not be entitled to later recovery; and/or

3. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to Subparagraph 19.A.2.
- B. County will give Contractor written notice of any action pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

20. PAYMENTS

A. Maximum Contractual Funding Obligation

The maximum funding obligation of County under this Contract shall not exceed the amount of \$840,000 or actual allowable costs, whichever is less. The estimated annual amount for each 12-month period is as follows:

\$280,000 for July 1, 2026, through June 30, 2027;
 \$280,000 for July 1, 2027, through June 30, 2028; and
 \$280,000 for July 1, 2028, through June 30, 2029.

B. Allowable Costs

During the term of this Contract, County shall pay Contractor monthly in arrears, for actual allowable costs incurred and paid by Contractor pursuant to this Contract, as defined in Title 2 CFR Part 200 and Title 48 CFR Section 31.2, or as approved by County. However, County, at its sole discretion, may pay Contractor for anticipated allowable costs that will be incurred by Contractor for the month of June during the term of the contract, during the month of such anticipated expenditure.

C. Match

In providing services pursuant to this Contract, Contractor shall provide a match in an amount no less than 10% of the amount paid to Contractor by County during each year of this Contract, less payment waivers, recreational activities, and Respite Caregivers' mileage for recreational activities. Contractor shall provide the following to meet the Match Requirement: a maximum of 0.25 Full-Time Equivalent (FTE) of In-Kind Clerical Support salary at a Max Hourly Rate of \$20.00 per hour; In-Kind Clerical Support benefits calculated at benefit rates established by Paragraph 12 multiplied by salary earned; In-Kind donations in the amount of \$1,500; and In-Kind Facility Lease/Rental Cost for the administration of Respite Care Services in the amount of \$6,274. Contractor shall not use government funds to provide its match without prior written approval by the government agency providing the funds and County. The match shall be reflected on the monthly invoice. In the event there is a portion of the match unpaid at the termination of this Contract, it shall be deducted from any monies owed Contractor by County, or paid to County upon demand.

D. Claims

1. Contractor shall submit monthly claims to be received by County no later than the 20th calendar day of the month for expenses incurred in the preceding month, except as detailed below in Subparagraph 20.D.4.a. In the event the 20th calendar day falls on a weekend or County holiday, Contractor shall submit the claim the next business day. County holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Native American Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.
2. All claims must be submitted on a form approved by County. County may require Contractor to submit supporting source documents with the monthly claim, including, inter alia, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some of which may be required to be copied. Source documents that Contractor must submit shall be determined by County and/or County's Auditor-Controller. Contractor shall retain all financial records in accordance with Paragraph 25 of this Contract.
3. Payments should be released by County within a reasonable time period of approximately 30 days after receipt of a correctly completed claim form and required supporting documentation.
4. Year-End and Final Claims
 - a. Contractor shall submit a final claim for each County fiscal year, July 1 through June 30, covered under the term of this Contract, as stated in Paragraph 1, by no later than August 30th of each corresponding County fiscal year. Claims received after August 30th of each corresponding County fiscal year may, at County's sole discretion, not be reimbursed. County may modify the date upon which the final claim per each County fiscal year must be received, upon written notice to Contractor.
 - b. The basis for final settlement shall be the actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 200 and Title 48 CFR Section 31.2, incurred and paid by Contractor pursuant to this Contract; limited, however, to the maximum funding obligation of County. In the event that any overpayment has been made, County may offset the amount of the overpayment against the final payment. In the event overpayment exceeds the final payment, Contractor shall pay County all such sums within five business days of notice from County. Nothing herein shall be construed as limiting the remedies of County in the event an overpayment has been made.

21. OVERPAYMENTS

Any payment(s) made by County to Contractor in excess of that to which Contractor is entitled under this Contract shall be repaid to County, in accordance with any applicable regulations and/or policies in effect during the term of this Contract, or as established by County procedure. Any overpayments made by County which result from a payment by any other funding source shall be repaid, at the discretion of County, to County or the funding source. Unless earlier repaid, Contractor shall make repayment within 30 days after the date of the final audit findings report and prior to any administrative appeal process. In the event an overpayment owing by Contractor is collected from County by the funding source, then Contractor shall reimburse County within 30 days thereafter and prior to any administrative appeal process. Contractor agrees to pay all costs incurred by County necessary to enforce the provisions set forth in this Paragraph.

22. OUTSTANDING DEBT

Contractor shall have no outstanding debt with County, or shall be in the process of resolving outstanding debt to County's satisfaction, prior to entering into and during the term of this Contract.

23. FINAL REPORT

Contractor shall complete and submit to County a final report within 60 days after the termination of this Contract, which shall summarize the activities and services provided by Contractor during the term of this Contract. Contractor and County may mutually agree to modify the date upon which the final report must be submitted. Any agreement must be in writing.

24. INDEPENDENT AUDIT

- A. Contractor shall employ a licensed certified public accountant who shall prepare and file with County an annual organization-wide audit of related expenditures during the term of this Contract in compliance with 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. If Contractor is not subject to the aforementioned regulations for any year covered during the term of this Contract, Contractor shall provide County an Independent Auditor's Report of Contractor's financial statements. The audit must be performed in accordance with generally accepted government auditing standards. Contractor shall cooperate with County, State, and/or federal agencies to ensure that corrective action is taken within six months after issuance of all audit reports with regard to audit exceptions.
- B. It is mutually understood that Contractor's yearly fiscal cycle covers January 1 through December 31. Contractor shall provide County copies of organization-wide audits for each of the fiscal cycles corresponding with the term of this Contract. Contractor shall provide each audit within 14 calendar days of Contractor's receipt. Failure of Contractor to comply

with this Paragraph shall be sufficient cause for County to deny payment under this or any subsequent Contract with Contractor until such time as the required audit(s) are provided to County. County may modify Contractor's audit submission deadline upon notice to Contractor.

25. RECORDS, INSPECTIONS AND AUDITS

A. Financial Records

1. Contractor shall prepare and maintain accurate and complete financial records. Financial records shall be retained by Contractor for a minimum of five years from the date of final payment under this Contract, or until all pending County, State, and federal audits are completed, whichever is later.
2. Contractor shall establish and maintain reasonable accounting, internal control, and financial reporting standards in conformity with generally accepted accounting principles established by the American Institute of Certified Public Accountants and to the satisfaction of County.

B. Client Records

1. Contractor shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this Contract in a form acceptable to County.
2. Contractor shall keep all County data provided to Contractor during the term(s) of this Contract for a minimum of five years from the date of final payment under this Contract, or until all pending County, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless Contractor 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 Contract, Contractor shall relinquish control with respect to County data to County in accordance with the Termination provisions of this contract.
3. County may refuse payment for a claim if client records are determined by County to be incomplete or inaccurate. In the event client records are determined to be incomplete or inaccurate after payment has been made, County may treat such payment as an overpayment within the provisions of this Contract.

C. Public Records

1. To the extent permissible under the law, all records, including, but not limited to, reports, audits, notices, claims, statements, and correspondence, required by this

Contract, may be subject to public disclosure. County will not be liable for any such disclosure.

D. Inspections and Audits

1. The U.S. Department of Health and Human Services Comptroller General of the United State, 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 Contractor which any of them may determine to be pertinent to this Contract. 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 Contract and the premises in which it is being performed.
2. Contractor shall make its books and records available within the borders of Orange County within 10 days of receipt of written demand by County.
3. In the event Contractor does not make available its books and financial records within the borders of Orange County, Contractor agrees to pay all necessary and reasonable expenses incurred by County, or County's designee, necessary to obtain Contractor's books and records.
4. Contractor 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 Contractor's failure to perform under this Contract.

E. Evaluation Studies Contractor shall participate, as requested by County, in research and/or evaluative studies designed to show the effectiveness and/or efficiency of Contractor's services or provide information about Contractor's project.

26. PERSONNEL DISCLOSURE

- A. This Paragraph applies to all of Contractor's personnel providing services through this Contract, paid and unpaid, including those identified in the Staffing section of this Contract (hereinafter referred to as "Personnel").
- B. Contractor 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:
 1. Names and dates of birth of all Personnel by title, whose direct services are required to provide the programs described herein;

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;
 3. The professional degree, if applicable, and experience required for each position; and
 4. The language skill, if applicable, for all Personnel.
- C. Where authorized by law, and in a manner consistent with California Government Code Section 12952, Contractor 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 Contract.
- D. Where authorized by law, Contractor 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 Contract: U.S. Department of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).
- E. Where authorized by law, Contractor 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 Contract. 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 Contract.
- F. Contractor shall ensure that clearances and background checks described above in Subparagraphs 26.D and 26.E are completed prior to Contractor's Personnel providing services under this Contract.
- G. In the event a record is revealed through the processes described in above Subparagraphs 26.D and 26.E, County will be available to consult with Contractor on appropriateness of Personnel providing services through this Contract.
- H. Contractor warrants that all Personnel assigned by Contractor to provide services under this Contract have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this Contract. Contractor shall maintain records of background investigations and reference checks undertaken and coordinated by Contractor for Personnel assigned to provide services under this Contract, for a minimum of five (5) years from the date of final payment under this Contract, or until all pending County, State, and federal audits are completed, whichever is later, in compliance with all applicable laws.

- I. Contractor shall immediately notify County concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any Personnel performing services under this Contract, when such information becomes known to Contractor. County may determine whether such Personnel may continue to provide services under this Contract and shall provide notice of such determination to Contractor in writing. Contractor's failure to comply with County's decision shall be deemed a material breach of this Contract, pursuant to the Breach Sanctions section of this Contract.
- J. County has the right to approve or disapprove all of Contractor's Personnel performing work hereunder, and any proposed changes in Contractor's Personnel.
- K. County shall have the right to require Contractor to remove any Personnel from the performance of services under this Contract. At the request of County, Contractor shall immediately replace said Personnel.
- L. Contractor shall notify County immediately when Personnel is terminated for cause from working on this Contract.
- M. Disqualification, if any, of Contractor Personnel, pursuant to this Paragraph shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

27. EMPLOYMENT ELIGIBILITY VERIFICATION

As applicable, Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others, and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, Title 8 USC Section 1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, and its agents, officers and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

28. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

Contractor shall establish a procedure acceptable to County to ensure that all employees, agents, subcontractors, and all other individuals performing services under this Contract 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. Contractor shall require such employees, agents, subcontractors, and all other individuals performing services under this Contract 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.

29. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Contractor 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.

30. CONFIDENTIALITY

- A. Contractor agrees to maintain the confidentiality of its records pursuant to WIC Sections 827, 362.5 and 10850-10853, the CDSS MPP, Division 19-000, and all other provisions of law, and regulations promulgated thereunder relating to privacy and confidentiality, as each may now exist or be hereafter amended.
- B. All records and information concerning any and all persons referred to Contractor by County or County's designee shall be considered and kept confidential by Contractor and Contractor's employees, agents, subcontractors, and all other individuals performing services under this Contract. Contractor shall require all of its employees, agents, subcontractors, and all other individuals performing services under this Contract to sign an agreement with Contractor before commencing the provision of any such services, agreeing to maintain confidentiality pursuant to State and federal law and the terms of this Contract.
- C. Contractor shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this Contract of this provision and that any person violating the provisions of said California state law may be guilty of a crime.
- D. Contractor agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Contract.
- E. Contractor agrees to maintain the confidentiality of its records with respect to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, caselaw, and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may hereafter be amended.

1. No access, disclosure, or release of information regarding a child who is the subject of Juvenile Court proceedings shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the written approval of a Judge of the Juvenile Court.
2. Contractor must receive prior written approval of the Juvenile Court before allowing any child to be interviewed, photographed, or recorded by any publication or organization, or to appear on any radio, television, or internet broadcast or make any other public appearance. Such approval shall be requested through child's Social Worker.

31. SECURITY

Contractor shall abide by the requirements in the Information Technology Security Provisions in Attachment B and Information Technology Security Guidelines in Attachment C.

32. COPYRIGHT ACCESS

The U.S. Department of Health and Human Services, the CDSS, and County will have a royalty-free, nonexclusive, and irrevocable license to publish, translate, or use, now and hereafter, all material developed under this Contract, including those covered by copyright.

33. WAIVER

No delay or omission by either party hereto to exercise any right or power accruing upon any noncompliance or default by the other party with respect to any of the terms of this Contract shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof, or of any other covenant, condition, or agreement herein contained.

34. SERVICES DURING EMERGENCY AND/OR DISASTER

- A. Contractor acknowledges that service usage may surge during or after an emergency or disaster. For purposes of this Contract, an emergency is defined as a sudden, urgent, usually unexpected occurrence or event requiring immediate action to protect the health and well-being of County residents. A disaster is defined as an occurrence that has resulted in property damage, deaths, and/or injuries to a community. Emergencies and/or disasters as described above may require resources or support beyond the local government's capability and will typically involve a proclamation of a local emergency by the local governing body (e.g., city council, county board of supervisors, or state) and may be declared at the federal level by the President of the United States.

- B. Contractor agrees to collaborate with County, on an urgent basis, to adjust service delivery in a manner that assists County in meeting the needs of clients County identifies as being impacted by emergencies and/or disasters. Time limited adjustments may include, but are not limited to: providing services at different location(s), assigning staff to work days or hours beyond typical work schedules or that may exceed contracted FTEs, reassigning staff to an assignment in which their experience or skill is needed, and prioritizing services for staff as requested by County.
- C. Contractor shall service County during emergencies and/or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. With the exception of overtime hours which require pre-authorization, reimbursement of ordinary expenditures provided during or after an emergency/disaster shall be calculated by the same rates that apply during non-emergency/disaster conditions. Additional profit margin as a result of providing services during an emergency or disaster shall not be permitted. Additionally, any costs to continue services to clients during an emergency and/or disaster shall be incurred by the Contractor except as needed for the direct delivery of services to maintain the safety and well-being of the clients and personnel who have direct interaction with clients. These costs may include, but are not limited to: Personal Protective Equipment or other supplies necessary to conduct business during an emergency and/or disaster.
- D. Emergency Publicity & Outreach: In response to natural disasters and local emergencies, at the direction of the County, Contractor shall assist the County with publicity of County provided emergency benefits informational materials and messaging, to provide Contractor's clientele with helpful emergency benefits and resource information during emergencies.

35. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

- A. 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.
- B. Contractor may develop and publish information related to this Contract where all of the following conditions are satisfied:
 - 1. County provides its written approval of the content and publication of the information at least 30 days prior to Contractor publishing the information, unless a different timeframe for approval is agreed upon by the County;

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; The information does not give the appearance that the County, its officers, employees, or agencies endorse:
 - a. Any commercial product or service; and
 - b. Any product or service provided by Contractor, unless approved in writing by Administrator; and
3. If Contractor uses social media (such as Facebook, Twitter, YouTube, or other publicly available social media sites) to publish information related to this Contract, Contractor shall develop social media policies and procedures and have them available to the County. Contractor 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 Contract. The policy is available on the Internet at <https://cio.ocgov.com/egovernment-policies>.

36. REPORTS

- A. Contractor shall provide information deemed necessary by County to complete any State-required reports related to the services provided under this Contract.
- B. Contractor shall maintain records and submit reports containing such data and information regarding the performance of Contractor's services, costs, or other data relating to this Contract, as may be requested by County, upon a form approved by County. The County may modify the provisions of this Paragraph upon written notice to Contractor.

37. ENERGY EFFICIENCY STANDARDS

As applicable, Contractor shall comply with the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan (Title 24, CCR).

38. ENVIRONMENTAL PROTECTION STANDARDS

Contractor shall be in compliance with the Clean Air Act (Title 42 USC Section 7401 et seq.), the Clean Water Act (Title 33 USC Section 1251 et seq.), Executive Order 11738 and Environmental Protection Agency, hereinafter referred to as "EPA," regulations (Title 40 CFR), as any may now exist or be hereafter amended. Under these laws and regulations, Contractor assures that:

- A. No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;

- B. It will notify County prior to award of the receipt of any communication from the Director, Office of Federal Activities, U.S. EPA, indicating that a facility to be utilized for the grant is under consideration to be listed on the EPA List of Violating Facilities; and
- C. It will notify County and EPA about any known violation of the above laws and regulations.

39. CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS

Contractor shall be in compliance with Section 319 of Public Law 101-121 pursuant to Section 1352, Title 31, U.S. Code. Under these laws and regulations, it is mutually understood that any contract which utilizes federal monies in excess of \$100,000 must contain and Contractor must certify compliance utilizing a form provided by County that includes the text below.

- A. The undersigned certifies to the best of his or her knowledge and belief that:
 - 1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative contract.
 - 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative contract, the undersigned shall complete and submit Standard Form-LLL "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants loans and cooperative contracts) and that subrecipients shall certify and disclose accordingly.
 - 4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31 U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure

40. POLITICAL ACTIVITY

Contractor agrees that the funds provided herein shall not be used to promote, directly or indirectly, any political party, political candidate, or political activity, except as permitted by law.

41. TERMINATION PROVISIONS

- A. County may terminate this Contract without penalty, immediately with cause or after 30 days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of Contractor, discontinuance of the services for reasons within Contractor's reasonable control, and repeated or continued violations of County ordinances unrelated to performance under this Contract that, in the reasonable opinion of County, indicate a willful or reckless disregard for County laws and regulations. Exercise by County of the right to terminate this Contract shall relieve County of all further obligations under this Contract.
- B. For 90 calendar days prior to the expiration date of this Contract, or upon notice of termination of this Contract ("Transition Period"), Contractor agrees to cooperate with County in the orderly transfer of service responsibilities, case records, and pertinent documents. 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. Contractor also shall assist County in extracting and/or transitioning all data in the format determined by County.
- C. In the event of termination of this Contract, cessation of business by Contractor, or any other event preventing Contractor from continuing to provide services, Contractor 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 Contract.
- D. The obligations of County under this Contract are contingent upon the availability of federal and/or State funds, as applicable, for the reimbursement of Contractor's expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this Contract remains in effect or operation. In the event that such funding is terminated or reduced, County may immediately terminate this Contract, reduce County's maximum funding obligation, or modify this Contract, without penalty. The decision of County shall be binding on Contractor. County will provide Contractor with written notification of such determination. Contractor shall immediately comply with County's decision.

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

42. COOPERATIVE CONTRACT

- A. This Contract is a cooperative contract and may be utilized by all County of Orange departments.
- B. The provisions and pricing of this Contract may be extended, at the option of Contractor, to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization (the "Cooperative Program"). Parties in a Cooperative Program wishing to use this Contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any agreement entered into with another agency or entity that is entered into pursuant to the provisions and pricing of this Contract a clause that binds the parties to the agreement to "indemnify, defend with counsel approved in writing by the County of Orange, California ("County"), and hold County, its 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" under the agreement. Failure to so include this clause voids the Contract's extension to a Cooperative Program and will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.
- C. Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract. This Cooperative Contract provision shall survive expiration or termination of this Contract.

43. GOVERNING LAW AND VENUE

This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California, without reference to conflict of law provisions. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court,

notwithstanding Code of Civil Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

44. SIGNATURE IN COUNTERPARTS

- A. The parties agree that separate copies of this Contract may be signed by each of the parties, and this Contract will have the same force and effect as if the original had been signed by all the parties.
- B. Contractor represents and warrants that the person executing this Contract on behalf of and for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition and obligation of this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the date set forth opposite their signatures.

If Contractor is a corporation, Contractor shall provide two (2) signatures as follows:

- 1) the first signature must be either the Chairman of the Board, the President, or any Vice President;
- 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: NEW ALTERNATIVES, INC.

Signed by: <i>klea galasso</i>	klea galasso	Senior Director	3/12/2026 7:45:32 AM PDT
Signature	Name	Title	Date
Signature	Name	Title	Date

COUNTY OF ORANGE, a political subdivision of the State of California

COUNTY AUTHORIZED SIGNATURE:

		Deputy Procurement Agent	
Signature	Name	Title	Date

Approved as to form:

County Counsel

DocuSigned by: <i>Carolyn S. Frost</i>	Carolyn Frost	Deputy	3/12/2026 8:43:49 AM PDT
Signature	Name	Title	Date

ATTACHMENT A - SCOPE OF WORK

1. POPULATION TO BE SERVED

Contractor shall provide services to Resource Parents and primary caregivers of Dependent Children placed in Out-of-Home Care, who need prearranged child care for short-term caregiver relief, primary caregivers from the community (e.g., high-risk parents) when children are at risk of abuse and/or neglect, and Non-Minor Dependents (NMDs) ages 18 to 19 years with medical conditions or special circumstances. Dependent and non-dependent infants, children, and adolescents, ages birth to 18 years, meet any of the following criteria:

- A. Dependent Children placed by SSA in a Resource Family Approved Home or, as approved by SSA, in a Foster Family Agency (FFA) Home.
- B. Dependent Children referred by SSA's Wraparound Program providers, including birth or adopted children in the home of the primary caregivers, at the time Respite Care Services are provided.
- C. Children with Special Medical Need(s) including, but not limited to, physical disability or handicap, emotional or behavioral disorder(s), or severe health problems (i.e., therapeutic intervention and skilled nursing care during all or part of the day is required).
- D. Dependent Children who are victims of commercial sexual exploitation or belong to sibling sets of Dependent Children.
- E. Children referred by SSA, when identified as at risk of abuse and/or neglect.
- F. Children referred by their birth parents or other primary caregivers, if considered to be at risk of abuse and/or neglect.

2. DEFINITIONS

- A. Dependent Child: An infant, child, or adolescent, who is under the jurisdiction of the Juvenile Court, or in the care of a county child welfare agency or probation department.
- B. Foster Family Agency Approved Foster Home (FFA Home): A home approved by a private, non-profit California Department of Social Services licensed Foster Family Agency (FFA) for placement of a Dependent Child.
- C. Non-Minor Dependent (NMD): Dependent Child who has attained the age of 18 years while in foster care and is younger than 21 years.
- D. Non-Relative Extended Family Member (NREFM): Any adult who is not a family member, but who has an established familial or mentoring relationship with the child.
- E. Out-of-Home Care: A temporary placement for a Dependent Child such as a Resource Family Approved Home or FFA Home.

- F. Resource Family Approved Home: An individual or couple that SSA determines to have successfully met the application and assessment criteria necessary for providing care for a Dependent Child or NMD.
- G. Resource Parent: A recruited home, relative, NREFM, or Legal Guardian that SSA determines to have successfully met the application and assessment criteria necessary for providing care for a Dependent Child or NMD.
- H. Respite Recipient: The Resource Parent(s) or other primary caregiver(s) of Dependent Children and NMDs who need a short-term period of caregiver relief. Resource Parent(s) or other primary caregivers of children who may be at risk of abuse or neglect may also be Respite Recipients.
- I. Respite Care Services: Prearranged child care available for a minimum of one hour up to a maximum of 14 days per respite request, not to exceed 504 hours per year, per child.
- J. Respite Caregiver: A Resource Parent that is trained and qualified to meet the needs of a child served through the Respite Care Services program.
- K. Special Medical: A category designated to any medical condition that can rapidly deteriorate and result in permanent injury or death, or one that requires prescribed medical equipment or specialized in-home health care.
- L. Wraparound Program: A family-centered, strength-based, needs-driven program designed to provide intensive, coordinated and highly individualized interventions and support services to facilitate and support children's ability to remain in a safe and stable home.

3. **OUTCOME OBJECTIVES**

- A. Contractor will Review and assess one 100 percent of referrals for services and follow up with the assigned Social Worker within three business days from the initial referral date.
- B. Contractor will participate in a minimum of one monthly outreach and recruitment effort to secure additional County-approved Resource Parents as Respite Caregivers.
- C. Within two business days from the end of each Respite Care Session, Contractor will send a qualitative evaluation survey link over text and email to the Respite Requestor for 100 percent of completed Respite Care Sessions.
- D. Contractor will follow up with 100 percent of Respite Requestor survey attempts by phone call within four business days from the initial text and email. Respite Requestor will have the option to complete the survey with Contractor over the phone and the Contractor will complete the survey on the Respite Requestor's behalf. Contractor will make a second follow up attempt over by phone call five business days from the initial text and email if the first follow up is unsuccessful.

4. WORKLOAD STANDARDS

- A. Contractor's workload standards with respect to this Scope of Work are coordination of services up to a maximum of 504 annual hours, per referred child or NMD.
- B. Contractor and County may mutually agree in writing to modify workload standards as authorized by County, without reducing the level of service to be provided by Contractor.

5. HOURS OF OPERATION

- A. Contractor shall provide services during hours that are responsive to the needs of the population(s) to be served as determined by County. At a minimum, Contractor shall provide services Monday through Friday, from 8:00 a.m. to 5:00 p.m., except County holidays as established by the Orange County Board of Supervisors. However, Contractor is encouraged to provide the contracted services on holidays, whenever possible. In addition, after-hour services must also be available 24 hours per day, seven days per week, through phone or email, for emergency placements through an on-call Program Coordinator or designee.
- B. Contractor holiday schedule shall not exceed County's holiday schedule which is as follows: New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Native American Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day and Christmas Day. Contractor shall obtain prior written approval from County for any closure outside of County's holiday schedule and the hours listed in Subparagraph 5.A. Any unauthorized closure shall be deemed a material breach of this Contract, pursuant to Paragraph 19 of this Contract, and shall not be reimbursed.

6. GENERAL REQUIREMENTS

- A. Contractor shall:
 - 1. Provide services that are family-centered, family-friendly, and culturally responsive to the population served.
 - 2. Provide qualified bilingual staff, who are proficient in English and the specific language in which services will be provided (e.g., Spanish or another threshold language as determined by County).
 - 3. Utilize qualified bilingual staff, as needed. In addition to required bilingual language skills, a qualified staff must have the ability to accurately translate terms associated with mental illness and psychotropic medications.

4. Provide in-kind donations (e.g., toys, games, gifts for birthdays and holidays, and food items, etc.) to Respite Recipients and Respite Caregivers to facilitate implementation of services.
5. Attend and participate in meetings at facilities and/or other community locations, as requested and scheduled by County.
6. Complete trainings presented or sponsored by Contractor, as requested by County.
7. Appear and testify at Juvenile Court hearings, when requested by SSA.
8. Comply with Health and Safety (H&S) Code Sections 1530.7 and 118948 and CCR, Title 22, Division 6, Chapter 9.5, Article 3, Section 89374(a)(1), which precludes anyone from smoking inside a motor vehicle. H&S Code Section 1530.7 extends the health and safety protection specifically to foster children by providing that person who are licensed, certified, or approved to provide residential care in a foster family home, certified family home, or Resource Family Approved Home shall not smoke or permit any other person to smoke inside the home, or on the outdoor grounds when the child/NMD is present. In addition, a person licensed, certified, or approved to provide residential foster care shall not smoke in any motor vehicle regularly used to transport the child/NMD.

7. **SERVICE REQUIREMENTS**

Contractor shall provide the following services:

A. Outreach and Recruitment

1. Participate in monthly outreach and recruitment efforts to secure additional Resource Parents as Respite Caregivers. These efforts shall include, but not limited to:
 - a. Attending SSA meetings where newly approved Resource Parents are presented at community resource fairs, Resource Parent trainings, etc.; and
 - b. Presenting at SSA events such as Children and Family Services (CFS) Resource Family Approval parent forums and support group meetings, family-focused events, etc.
2. Provide incentives (e.g., planners, pens, tote bags, etc.) to Resource Parents to promote the program and recruit Respite Recipients.
3. Maintain confidentiality of all information (e.g., names, addresses, etc.) related to Respite Caregivers.

B. Training

1. Collaborate with County to ensure all Respite Caregivers have successfully completed the application process and meet assessment criteria prior to rendering Respite Care Services.
2. Conduct initial training for each new Respite Caregiver at a location (e.g., Respite Caregiver’s home) and/or in a format (e.g., over the phone, virtual platform, etc.) that is mutually agreed upon between the parties.
3. Train Respite Caregivers in the following areas:
 - a. Respite Care Services, from initial request for services, to completion of the Respite Care Services session, and monthly billing and payment procedures;
 - b. Terms of the agreement between Contractor and Respite Caregiver;
 - c. Completion of forms required from Respite Caregiver and Contractor’s submission timelines;
 - d. Mandated child abuse reporting and client confidentiality requirements;
 - e. Kaitlyn’s Law (California Vehicle Code Section 15620), which prohibits drivers from leaving a child six years of age or younger in a vehicle without supervision by a person 12 years of age or older, if the health or safety of the child is at risk, the engine is running, or the keys are in the ignition;
 - f. Smoke-free environment laws pursuant to Subparagraph 6.A.8 above;
 - g. Leveraging available community resources for Respite Caregivers; and
 - h. Available County training information.
4. Include current and experienced Respite Caregivers as training presenters.
5. Provide in-service training available to Respite Caregivers on an as-needed basis.
6. Collaborate with County on training topics, coordinating training schedules, and identifying training locations.
7. Provide trainings at a location (e.g., Respite Caregiver home) and/or in a format (e.g., over the phone, virtual platform, etc.) that is convenient to the Respite Caregiver.

C. Respite Care Coordination

1. Coordinate Respite Care Services for Orange County Dependent Children placed in or outside Orange County.
2. Coordinate Respite Care Services as appropriate for the child’s needs (e.g., age, behavioral, emotional, or medical condition requiring a higher level of care, etc.), utilizing a list of approved Respite Caregivers provided by CFS.

3. Coordinate Respite Care Services for a minimum of one hour, up to a maximum of 14 days per child, per Respite Care Services session, for children described in Paragraph 1 above.
4. Ensure a minimum of seven calendar days have elapsed between each Respite Care Services session, per child.
5. Obtain advance written approval from the CFS Deputy Director, or designee, when exceptional circumstances (ex. preserve placement and divert children from entering Orangewood Children and Family Center) require the coordination of a Respite Care Services session within seven calendar days, but no less than 24 hours from the completion of the prior session.
6. Ensure services are available up to a maximum of 504 hours per year, per child.
7. Document and track the start and end dates of Respite Care Services session, including total hours, for each Respite Recipient.
8. Provide confirmation of scheduled Respite Care Services request to each Respite Recipient within three business days from the initial referral.
9. Confirm scheduled emergency Respite Care Services session with Respite Recipient within 24 hours of engaging a Respite Caregiver.
10. Verify Respite Care Services were provided by following up with Respite Recipient, after the scheduled Respite Care Services session.
11. Ensure Respite Caregiver transports child(ren) to and from schools, when Respite Care Services session includes a school day.
12. Ensure Respite Recipient transports child(ren) receiving Respite Care, to and from the Respite Caregiver's home.
13. Ensure Contractor's Program Coordinator or designee is available on a 24 hour basis to coordinate Respite Care Services for Respite Recipients.
14. Accommodate emergency requests within 24 hours' notice to the extent possible.
15. Submit for reimbursement only those Respite Care Services that are approved and coordinated by Contractor. Respite Care Services provided but not approved and coordinated by Contractor (e.g., arranged between Resource Parent and Respite Caregiver) are ineligible for reimbursement.
16. Conduct qualitative evaluation surveys with Respite Recipients, upon completion of each Respite Care Services session, and document survey results.

17. Document and track the names of each child, sibling set, or NMD that the Respite Caregiver is requesting reimbursement as the first Respite Care Services session for the child in a fiscal year. Allowable reimbursements include recreational activities (e.g., movies, zoo), food and drink, and mileage to ensure compliance with Billing requirements.

D. Billing

1. Request payment from RESPITE RECIPIENTS for services rendered and collect payment within 30 calendar days of service completion.
2. Reimburse a Respite Caregiver for up to a maximum of four days in a child, sibling set, or NMD's first Respite Care Services session of a fiscal year. For respite care days/hours that exceed four days in the first Respite Care Services session or any subsequent Respite Care Services sessions in a fiscal year, request payment from Respite Recipients or County's Wraparound provider for services rendered and collect payment within 30 calendar days of service completion.
3. Make a minimum of three attempts to collect payment from Respite Recipients, who exceed the 30 calendar days service completion timeline, and perform the following:
 - a. Document efforts made to collect payment from Respite Recipient and report unsuccessful attempts in Contractor's monthly invoice.
 - b. Obtain prior written approval from County, to provide Respite Care Services to Respite Recipients who have failed to pay for prior Respite Care Services.
4. Limit hourly payment rates to the initial three hours of service. Limit "day rates" to the 24 hours after the initial three consecutive hours of Respite Care Services.
5. Utilize the Respite Care payment rates provided by County, or other rates as may be adopted by County pursuant to the authority of the State of California.
 - a. Respite Care payment rates will be consistent with State-established foster care rates and will be amended in accordance with changes at the State level. SSA will provide Contractor with a current Respite Care payment rate schedule as changes are made.
6. Request payment from County's Wraparound provider who referred child(ren) receiving Respite Care Services. Payment rates are based upon the child's age and behavioral, emotional, or medical conditions, or upon the applicable funding source (e.g., Treatment Foster Care Oregon – Orange County), whichever is less.

7. Waive payment requests from Respite Recipients whose children are referred by Administrator when identified as at risk of abuse and/or neglect, or are referred by their birth parents or other primary caregivers.
8. Reimburse a Respite Caregiver for Respite Care Services only when arrangements for such services were approved and coordinated by Contractor.
9. Disallow and not reimburse Respite Care Services arranged between a Respite Recipient and a Respite Caregiver.
10. Obtain advance written approval from County for reimbursement in excess of \$50.
11. Authorize reimbursement up to a maximum of \$50 per Respite Care Services request to Respite Caregiver for incidental expenses incurred. To receive reimbursement, Contractor shall receive from Respite Caregivers dated receipts for incidental expenses incurred for a child in Respite Care as listed below:
 - a. Minor medical care, when child is not covered by Medi-Cal;
 - b. Diapers, wipes, and/or diaper rash cream/ointment;
 - c. Baby formula;
 - d. Clothing; and
 - e. Protective gloves for Respite Caregiver.
12. Reimburse mileage expenses incurred by the Respite Caregiver when transporting children during a Respite Care Services session. Mileage reimbursement is allowable by the Internal Revenue Service for transportation for the following reasons:
 - a. To and from school;
 - b. To and from medical and dental appointments;
 - c. Court ordered visitations during Respite Care Services sessions; and
 - d. Emergency requests for Respite Care Services.
12. Reimburse up to a maximum of \$25 in mileage expenses incurred by the Respite Caregiver when transporting a child, sibling set or NMD for recreational activities (e.g., movies, zoo) during the first Respite Care Services session of a fiscal year. If the sibling set is placed with different Respite Caregivers in different homes, each Respite Caregiver is also eligible to be reimbursed up to a maximum of \$25 for mileage expenses incurred to engage in recreational activities with the child(ren)/NMD during the first Respite Care Services session of a fiscal year.

13. Reimburse expenses incurred by the Respite Caregiver to participate in recreational activities with a child, sibling set, or NMD during the first Respite Care Services session of a fiscal year; reimbursement cannot exceed \$100 per child, sibling set, or NMD in a fiscal year. If the sibling set is placed with different Respite Caregivers in different homes, each Respite Caregiver is also eligible for reimbursement for up to a maximum of \$100 for recreational activities expenses incurred during the child/NMD's first Respite Care session of a fiscal year. To receive reimbursement, Contractor shall receive from Respite Caregivers dated receipts for recreational activities expenses incurred during the child, sibling set, or NMD's first Respite Care Services request.

E. Additional Contractor Responsibilities

1. Cooperate with County in implementing activities and tools used to gather data and input from Respite Caregivers and Respite Recipients.
2. Develop and maintain a database to be utilized to produce monthly reports about services provided. The database shall report, but not limited to:
 - a. Child's name, date of birth, age at the time Respite Care was provided;
 - b. Classification of child as dependent, non-dependent, Wraparound, or from the community;
 - c. Level of care provided based on Respite Care pay rates;
 - d. Resource Parent/caregiver name;
 - e. Respite Caregiver's name, address, phone number, number of available beds, accepted ages of children, and accepted gender of children;
 - f. SSA Social Worker's name;
 - g. SSA Social Worker's unit name;
 - h. Start and end dates of each Respite Care Services session;
 - i. Reasons for utilizing Respite Care Services;
 - j. Number of hours of Respite Care received;
 - k. Number of days of Respite Care received;
 - l. Hourly rate paid by Respite Recipient;
 - m. Hourly rate paid to Respite Caregiver per completed Respite Care Services session;
 - n. Total amount paid to Respite Caregiver, check number, and check date; and

- o. Child Welfare Services 19 digit client number, as applicable.

8. FACILITIES

Administrative services under this Contract shall be provided at:

New Alternatives, Inc.
1202 West Civic Center Drive, Suite 205
Santa Ana, CA 92703

Respite Care Services will be provided in the homes of Respite Caregivers throughout Orange County. Contractor shall provide facility(ies) for administering the Respite Care Services. Contractor's facilities shall be safe, clean, and maintained in compliance with all applicable laws, rules, regulations, building codes, statutes, and orders, as they now exist or may be subsequently amended.

9. REPORTING REQUIREMENTS

Contractor shall provide, by the 10th calendar day of each month, a status report for the preceding month, in a format approved by SSA. Data elements shall include, but not limited to, the following:

- A. Total number of referrals received from SSA and referral outcomes.
- B. Caseload movement: total number of active cases, total number of cases discontinued, and case status at end of the month.
- C. Total number of Respite Care Services hours per referral.
- D. Status of Outcome Objectives as outlined in this Scope of Work including survey results. The survey results shall be submitted on a form provided or approved by County.
- E. Complete a Special Incident Report, in the event there is any incident of unusual, aggressive, or high-risk behavior by any party, or if there are any injuries suffered by any party in the course of service delivery. Contractor shall use a form provided by County and shall follow reporting procedures set forth in this Contract.

10. MEETING REQUIREMENTS

Contractor shall:

- A. Participate in service delivery meetings monthly, or as requested by SSA.
- B. Attend Trauma Informed Care (TIC) Implementation Committee Meetings throughout the year to set goals and ensure that programs, supervisors, managers, and staff are providing services that align with TIC principles, as requested by SSA.

- C. Attend and participate in meetings at facilities and/or other community locations, as requested and scheduled by SSA.

11. UTILIZATION REVIEW

- A. Contractor and County’s designee shall meet at least annually to review and evaluate a random selection of case records. The review may include, but is not limited to, an evaluation of the necessity and appropriateness of services provided and length of services. Cases to be reviewed shall be randomly selected by County and may include both open and closed cases.
- B. County may conduct a Utilization Review (UR) at Contractor’s facility referenced in this Scope of Work, with date and time determined at County’s discretion. County may provide oral and/or written feedback regarding the UR findings. Contractor shall comply with the findings of the UR and take corrective action accordingly.
- C. In the event Contractor, County and County’s Children and Family Services staff representatives and/or County’s designee are unable to resolve differences of opinion regarding the necessity and appropriateness of services and length of services, the dispute shall be submitted to County’s Director of Children and Family Services for final resolution. Nothing in this subparagraph shall affect County’s termination rights under the Termination clauses of this Contract.

12. BUDGET

The annual budget for services provided pursuant to the Scope of Work of this Contract is set forth as follows:

Annual Budget for Period of July 1, 2026 – June 30, 2029

STAFFING AND BENEFITS:

<u>STAFFING</u>	<u>FTEs⁽¹⁾</u>	<u>Maximum Hourly Rate ⁽²⁾</u>	<u>Amount</u>
Program Coordinator	1.00	\$37.00	
Database/Program Support	0.50	\$26.00	
Bookkeeper	0.17	\$39.00	
Staffing Subtotal			\$103,896
EMPLOYEE BENEFITS ⁽³⁾			<u>\$ 22,338</u>
TOTAL STAFFING & EMPLOYEE BENEFITS			\$126,234
TOTAL SERVICES AND SUPPLIES ⁽⁴⁾			\$ 45,662
TOTAL FLEXIBLE FAMILY SUPPORTS AND HOME-BASED FOSTER CARE (HBFC) ⁽⁵⁾			\$ 85,000

TOTAL OPERATING EXPENSES ⁽⁶⁾	<u>\$ 23,104</u>
TOTAL SERVICES, SUPPLIES, FLEXIBLE FAMILY SUPPORTS AND HBFC, AND OPERATING EXPENSES	\$153,766
SUBTOTAL STAFFING, EMPLOYEE BENEFITS, SERVICES, SUPPLIES, FLEXIBLE FAMILY SUPPORTS AND HBFC, AND OPERATING EXPENSES	\$280,000
TOTAL ANNUAL BUDGET	\$280,000
TOTAL ANNUAL MATCH ⁽⁷⁾	\$19,500

(1) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this Contract. This percentage is based upon a 40-hour work week. For salaried employees, FTE is defined as the amount of time (stated as a percentage) the position will be paid for under the terms of this Contract, regardless of the number of hours actually worked.

(2) Maximum hourly rate which will be permitted during the term of this Contract; employees may be paid at less than maximum hourly rate. Total salary is based on estimated cost, not maximum hourly rate.

(3) Employee Benefits include health insurance, dental insurance, payroll taxes, such as FICA, Federal Unemployment Tax, State Unemployment Tax, Workers' Compensation Tax, based on currently prevailing rates, expense for accrued staff vacation time, and expense for accrued vacation time payout, for a separated employee, limited to the actual vacation time accrued during the fiscal year in which the expense is claimed, minus the actual vacation time used by the employee during said fiscal year. The overall benefit rate shall not exceed 31.92% of the actual salary expense claimed.

(4) Services and supplies shall include independent audits, IT support costs, Respite Care provider payments less Requestor Payments, mileage for Respite Caregivers' essential, incidental expense reimbursements, provider training, office supplies, and office equipment.

(5) Flexible Family Supports and HBFC shall cover the following reimbursements of expenses in a child(ren)/NMD's first Respite Care session of each fiscal year, contingent upon the availability of funds: up to four days of Respite Care payment waiver, recreational activities, and Respite Caregivers' mileage for recreational activities.

(6) Operating expenses shall include facility and equipment lease/rental, maintenance, utilities, telephone, staff mileage for training, and insurance.

(7) Contractor shall provide a match in an amount no less than 10% of the amount paid to Contractor by County during each year of this Contract, up to four days of Respite Care payment waiver, recreational activities, and Respite Caregivers' mileage for recreational activities. Contractor shall provide the following to meet the Match Requirement: a maximum of 0.25 Full-Time Equivalent (FTE) of In-Kind Clerical Support salary at a Max Hourly Rate of \$20.00 per hour; In-Kind Clerical Support benefits calculated at benefit rates established by Paragraph 12 multiplied by salary earned; In-Kind donations in the amount of \$1,500; and In-

Kind Facility Lease/Rental Cost for the administration of Respite Care Services in the amount of \$6,274. Contractor shall not use government funds to provide its match without prior written approval by the government agency providing the funds and County. The match shall be reflected on the monthly invoice. In the event there is a portion of the match unpaid at the termination of this Contract, it shall be deducted from any monies owed Contractor by County, or paid to County upon demand.

Expenses for extra pay, including but not limited to, overtime, stipends, bonuses, staff incentives, severance pay, etc. shall not be eligible for reimbursement under this Contract unless authorized in writing by County. Such authorization shall be considered as an exception and may be approved, on a case-by-case basis, at the sole discretion of County.

Contractor and County may agree, subject to advance written notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE positions without changing County's maximum funding obligation as stated in the "Payments" Subparagraph of this Contract or reducing the level of service to be provided by Contractor. Further, in accordance with the Termination provisions of this Contract, in the event County reduces the maximum funding obligation as stated in the "Payments" Subparagraph, Contractor and County may mutually agree in writing to proportionately reduce the service goals as set forth in this Attachment. Failure to obtain advance written approval for any proposed Budget Modification Request may result in disallowance of reimbursement for those costs.

In the event the budget shown in the Scope of Work in this Contract is modified, the modified budget shall remain in effect for the remainder of the contract term, unless superseded by subsequent budget modification(s) that have been approved in writing by County. For example, if Budget Modification #1 is approved on August 15, 2026, the modified budget will remain in effect until Budget Modification #2 is requested and approved in writing. The annual budget beginning on July 1st of each Contract year shall be identical to the most recently modified annual budget.

13. STAFFING REQUIREMENTS

- A. Contractor shall be responsible for providing training and maintaining a competent, stable, and experienced workforce to fulfill service requirements. Contractor's staff shall be able to read, write, speak, and understand English. If Client/Family contact is required to obtain the required documentation or provide services, Contractor will be required to provide translation services for languages needed so that all Client(s)/Families are provided services in their primary language.
- B. Contractor shall use a formal recruitment plan which complies with federal and State employment and labor regulations. Contractor shall recruit and maintain trained personnel who are responsive to, and who understand, the diversity of cultures which can be found among the client population identified in the Scope of Work. Contractor shall

employ staff with the background, training, and experience to provide contracted services.

C. Contractor shall provide the following minimum described staff positions during the term of the Contract, at the FTE specified in Paragraph 12 of this Attachment A:

1. Program Coordinator

Duties

- a. Oversees daily operations of Respite Care Services;
- b. Maintain database to track statistical and outcome data, to prepare reports as requested by County;
- c. Ensure that all forms, paperwork, and other data collection instruments are completed, collected, and reported to County in a timely manner;
- d. Maintain open communication with County, Resource Parents, Respite Recipients, and Respite Caregivers;
- e. Oversee ongoing efforts to recruit County Approved Resource Parents to become Respite Caregivers;
- f. Conduct initial trainings for new Respite Caregivers;
- g. Coordinate Respite Care Services and provide community resource linkage to families, as needed;
- h. Match referred children with Respite Caregivers based on the needs of the child;
- i. Verify services were provided by following up with Respite Caregivers and Respite Recipients after the scheduled Respite Care Services session ends;
- j. Process reimbursements to Respite Caregivers upon successful completion of the Respite Care Services session;
- k. Request payment from Respite Recipients within 30 days of successful Respite Care Services session completion;
- l. Make a minimum of three attempts to collect payment from Respite Recipients when payment is not received within 30 days of the successfully completed Respite Care Services session;
- m. Document efforts made to collect payment from Respite Recipients and report unsuccessful attempts to County on a monthly basis;
- n. Maintain detailed and accurate records of financial expenditures; and

- o. Conduct qualitative evaluation surveys with Respite Care Recipients and document survey results.

Qualifications

- a. Associate degree in human services, or related field, from an accredited institution of higher education or two years of experience working with families and children in a human services or related field;
- b. A minimum of one year of experience performing billing (e.g., third party billing) and/or collection functions is preferred;
- c. Proficient in Microsoft Office applications;
- d. Bilingual in a language that is responsive to the population being served (e.g., Spanish), is preferred; and
- e. Pass a background check and fingerprint clearance.

2. Database/Program Support

Duties

- a. Provide clerical support to Program Coordinator (e.g., filing reports, mailing correspondence, and making calls to provide and arrange services); and
- b. Extrapolate information from referral records and enter into database to track service and program-related data.

Qualifications

- a. Excellent oral and written communication skills and attention to detail.
- b. One year of experience working with databases, data collection, analysis, statistical and outcome data reporting, is preferred;
- c. Proficient in Microsoft Office applications;
- d. Posses Trauma-Informed Care training; and
- e. Pass a background check and fingerprint clearance.

3. Bookkeeper

Duties

- a. Prepare monthly invoices;
- b. Analyze budget and monthly expenditures;
- c. Keep Program Coordinator informed on financial data;

- d. Maintain files and reports;
- e. Prepare reimbursements for Respite Caregivers; and
- f. Track payments from Respite Recipients.

Qualifications

- a. A high school diploma or equivalent;
- b. A minimum of two years of prior accounting/billing experience;
- c. Proficient in Microsoft Office applications; and
- d. Pass a background check and fingerprint clearance.

14. TRAINING

- A. Contractor's staff shall attend SSA trainings, conferences, and meetings as required by SSA.
- B. Contractor shall provide Contractor's staff with ongoing training and assistance to ensure that service deliverables are met.
- C. Contractor shall ensure that Contractor's staff receives cultural awareness and responsiveness training.
- D. Contractor shall maintain a log of in-house training activities for Contractor's staff. This log shall be made available to SSA, upon request.

15. QUALITY ASSURANCE/QUALITY CONTROL

Contractor shall utilize a comprehensive Quality Control Plan, on a format approved by the SSA, to monitor the level of program service and quality. The Quality Control Plan shall be effective upon Contract start date and will be updated and resubmitted for SSA approval when changes occur. The Quality Control Plan will include, but not be limited to, the following:

- A. The method for ensuring the services, deliverables, and requirements defined in the Contract are being provided at or above the level of quality per this Contract;
- B. The method for assuring that the professional staff rendering services under this Contract has the necessary qualifications;
- C. The method of identifying and preventing deficiencies in the quality of service as defined by County policy; and
- D. The method for providing SSA with a copy of Contractor's case reviews, a clear description of, and corrective action taken, to resolve identified problems.

ATTACHMENT B - INFORMATION TECHNOLOGY SECURITY PROVISIONS

1. Contractor's Policies, Procedures, and Technical, Physical, and Administrative Safeguards:

All Contractors with access to County data and/or systems shall establish and maintain policies, procedures, and technical, physical, and administrative safeguards designed to:

- A. Ensure the confidentiality, integrity, and availability of all County data and any other confidential information that the Contractor receives, stores, maintains, processes, transmits, or otherwise accesses in connection with the provision of the contracted services,
- B. Protect against any threats or hazards to the security or integrity of County data, systems, or other confidential information,
- C. Protect against unauthorized access, use, or disclosure of personal or County confidential information,
- D. Maintain reasonable procedures to prevent, detect, respond, and provide notification to the County regarding any internal or external security breaches,
- E. Ensure the return or appropriate disposal of personal information or other confidential information upon contract conclusion (or per retention standards set forth in the contract), and
- F. Ensure that any subcontractor(s)/agent(s) that receives, stores, maintains, processes, transmits, or otherwise accesses County data and/or system(s) is in compliance with statements and the provisions of statements and services herein.

2. County of Orange Information Technology Security Provisions Document:

This County of Orange Information Technology Security Provisions document provides a high-level guide for contractors to understand the resiliency and cybersecurity expectations of the County. The County of Orange Security Guidelines follow the latest National Institute of Standards and Technology (NIST) 800-53 framework to ensure the highest levels of operational resiliency and cybersecurity.

Contractor, Contractor personnel, Contractor's subcontractors, any person performing work on behalf of Contractor, and all other agents and representatives of Contractor will, at all times, comply with and abide by all County of Orange Information Technology Security Provisions ("Security Provisions") that pertain to Contractor(s) in connection with the Services performed by Contractor(s) as set forth in the scope of work of this Contract. Any violations of the Security Provisions shall, in addition to all other available rights and remedies available to County, be cause for immediate termination of this Contract. Such Security Provisions include, but are not limited to, County of Orange Information Technology Security Guidelines, as applicable, and Business Associate Agreement.

Contractor shall use industry best practices and methods with regard to confidentiality, integrity, availability, and the prevention, detection, response, and elimination of threat, by all appropriate means, of fraud, abuse, and other inappropriate or unauthorized access to County data and/or system(s) accessed in the performance of Services under this Contract.

3. Contractor's Information Security Program:

The Contractor shall implement and maintain a written information security program that contains reasonable and appropriate security measures designed to safeguard the confidentiality, integrity, availability, and resiliency of County data and/or system(s). The Contractor shall review and update its information security program in accordance with contractual, legal, and regulatory requirements. Contractor shall provide to County a copy of the organization's information security program and/or policies.

4. Information Access:

- A. Contractor shall use appropriate safeguards and security measures to ensure the confidentiality and security of all County data. County may require all Contractor personnel, subcontractors, and affiliates approved by County to perform work under this Contract to execute a confidentiality and non-disclosure agreement concerning access protection and data security in the form provided by County. County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel, subcontractor, or affiliate to whom issued. Contractor shall provide each Contractor personnel, subcontractors, or affiliates with only such level of access as is required for such individual to perform his or her assigned tasks and functions.
- B. Throughout the Contract term, upon request from County but at least once each calendar year, Contractor shall provide County with an accurate, up-to-date list of those Contractor personnel and/or subcontractor personnel having access to County systems and/or County data, and the respective security level or clearance assigned to each such Contractor personnel and/or subcontractor personnel. County reserves the right to require the removal and replacement of Contractor personnel and/or subcontractor personnel at the County's sole discretion. Removal and replacement shall be performed within 14 calendar days of notification by the County.
- C. All County resources (including County systems), County data, County hardware, and County software used or accessed by Contractor: (a) shall be used and accessed by such Contractor and/or subcontractors personnel solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor or Contractor's personnel and subcontractors, at any time.
- D. Contractor acknowledges and agrees that any failure to comply with the provisions of this paragraph shall constitute a breach of this Contract and entitle County to deny or restrict the rights of such non-complying Contractor personnel and/or subcontractor personnel to access and use the County data and/or system(s), as County in its sole discretion shall deem appropriate.

5. Data Security Requirements:

- A. Without limiting Contractor's obligation of confidentiality as further described in this Contract, Contractor must establish, maintain, and enforce a data privacy program and an information and cyber security program, including safety, physical, and technical security and resiliency policies and procedures, that comply with the requirements set forth in this Contract and, to the extent such programs are consistent with and not less protective than the requirements set forth in this Contract and are at least equal to applicable best industry practices and standards (NIST 800-53).
- B. Contractor also shall provide technical and organizational safeguards against accidental, unlawful, or unauthorized access or use, destruction, loss, alteration, disclosure, transfer, commingling, or processing of such information that ensure a level of security appropriate to the risks presented by the processing of County Data, Contractor personnel and/or subcontractor personnel and affiliates approved by County to perform work under this Contract may use or disclose County personal and confidential information only as permitted in this Contract. Any other use or disclosure requires express approval in writing by the County of Orange. No Contractor personnel and/or subcontractor personnel or affiliate shall duplicate, disseminate, market, sell, or disclose County personal and confidential information except as allowed in this Contract. Contractor personnel and/or subcontractor personnel or affiliate who access, disclose, market, sell, or use County personal and confidential information in a manner or for a purpose not authorized by this Contract may be subject to civil and criminal sanctions contained in applicable federal and state statutes.
- C. Contractor shall take all reasonable measures to secure and defend all locations, equipment, systems, and other materials and facilities employed in connection with the Services against hackers and others who may seek, without authorization, to disrupt, damage, modify, access, or otherwise use Contractor systems or the information found therein; and prevent County data from being commingled with or contaminated by the data of other customers or their users of the Services and unauthorized access to any of County data.
- D. Contractor shall also continuously monitor its systems for potential areas where security could be breached. In no case shall the safeguards of Contractor's data privacy and information and cyber security program be less stringent than the safeguards used by County. Without limiting any other audit rights of County, County shall have the right to review Contractor's data privacy and information and cyber security program prior to commencement of Services and from time to time during the term of this Contract.
- E. All data belongs to the County and shall be destroyed or returned at the end of the contract via digital wiping, degaussing, or physical shredding as directed by County.

6. Enhanced Security Measures:

County may, in its discretion, designate certain areas, facilities, or solution systems as ones that require a higher level of security and access control. County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth, in reasonable detail, the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such

procedures and measures shall take effect. Contractor shall and shall cause Contractor personnel and subcontractors to fully comply with and abide by all such enhanced security and access measures and procedures as of such date.

7. General Security Standards:

Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems, email systems, auditing, and monitoring systems) and networks used by or for Contractor (“Contractor Systems”) to access County resources (including County systems), County data or otherwise in connection with the Services and shall prevent unauthorized access to County resources (including County systems) or County data through the Contractor Systems.

- A. **Contractor System(s) and Security:** At all times during the contract term, Contractor shall maintain a level of security with regard to the Contractor Systems, that in all events is at least as secure as the levels of security that are common and prevalent in the industry and in accordance with industry best practices (NIST 800-53). Contractor shall maintain all appropriate administrative, physical, technical, and procedural safeguards to secure County data from data breach, protect County data and the Services from loss, corruption, unauthorized disclosure, and from hacks, and the introduction of viruses, disabling devices, malware, and other forms of malicious and inadvertent acts that can disrupt County’s access and use of County data and the Services.
- B. **Contractor and the use of Email:** Contractor, including Contractor’s employees and subcontractors, that are provided a County email address must only use the County email system for correspondence of County business. Contractor, including Contractor’s employees and subcontractors, must not access or use personal, non-County Internet (external) email systems from County networks and/or County computing devices. If at any time Contractor’s performance under this Contract requires such access or use, Contractor must submit a written request to County with justification for access or use of personal, non-County Internet (external) email systems from County networks and/or computing devices and obtain County’s express prior written approval.

Contractors who are not provided with a County email address, but need to transmit County data will be required to maintain and transmit County data in accordance with this Agreement.

8. Security Failures:

Any failure by the Contractor to meet the requirements of this Contract with respect to the security of County data, including any related backup, disaster recovery, or other policies, practices or procedures, and any breach or violation by Contractor or its subcontractors or affiliates, or their employees or agents, of any of the foregoing, shall be deemed a material breach of this Contract and may result in termination and reimbursement to County of any fees prepaid by County prorated to the date of such termination. The remedy provided in this paragraph shall not be exclusive and is in addition to any other rights and remedies provided by law or under the Contract.

9. Security Breach Notification:

- A. In the event Contractor becomes aware of any act, error or omission, negligence, misconduct, or security incident including unsecure or improper data disposal, theft, loss, unauthorized use and disclosure or access, that compromises or is suspected to compromise the security, availability, confidentiality, and/or integrity of County data or the physical, technical, administrative, or organizational safeguards required under this Contract that relate to the security, availability, confidentiality, and/or integrity of County data, Contractor shall, at its own expense,
1. Immediately (or within 24 hours of potential or suspected breach), notify the County's Chief Information Security Officer and County Privacy Officer of such occurrence;
 2. Perform a root cause analysis of the actual, potential, or suspected breach;
 3. Provide a remediation plan that is acceptable to County within 30 days of verified breach, to address the occurrence of the breach and prevent any further incidents;
 4. Conduct a forensic investigation to determine what systems, data, and information have been affected by such event; and
 5. Cooperate with County and any law enforcement or regulatory officials investigating such occurrence, including but not limited to making available all relevant records, forensics, investigative evidence, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by County and/or any law enforcement or regulatory officials, and
 6. Perform or take any other actions required to comply with applicable law as a result of the occurrence (at the direction of County).
- B. County shall make the final decision on notifying County officials, entities, employees, service providers, and/or the general public of such occurrence, and the implementation of the remediation plan. If notification to particular persons is required under any law or pursuant to any of County's privacy or security policies, then notifications to all persons and entities who are affected by the same event shall be considered legally required. Contractor shall reimburse County for all notification and related costs incurred by County arising out of or in connection with any such occurrence due to Contractor's acts, errors or omissions, negligence, and/or misconduct resulting in a requirement for legally required notifications.
- C. In the case of a breach, Contractor shall provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than 12 months following the date of notification to such individuals.
- D. Contractor shall indemnify, defend with counsel approved in writing by County, and hold County and County Indemnitees harmless from and against any and all claims, including reasonable attorney's fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from County in connection with the occurrence.

Notification shall be sent to:

*County of Orange
Social Services Agency*

*MA-063-26010187
Respite Care Services*

Page 55 of 78

Andrew Alipanah, MBA, CISSP
Chief Information Security Officer
721 S. Parker St., Suite 200
Orange, CA 92868
Phone: (714) 567-7611
Andrew.Alipanah@ocit.oc.gov

Linda Le, CHPC, CHC, CHP
County Privacy Officer
721 S. Parker St., Suite 200
Orange, CA 92868
Phone: (714) 834-4082
Linda.Le@ocit.oc.gov

10. Security Audits:

- A. Contractor shall maintain complete and accurate records relating to its system and Organization Controls (SOC) Type II audits or equivalent's data protection practices, internal and external audits, and the security of any of County-hosted content, including any confidentiality, integrity, and availability operations (data hosting, backup, disaster recovery, external dependencies management, vulnerability testing, penetration testing, patching, or other related policies, practices, standards, or procedures).
- B. Contractor shall inform County of any internal/external security audit or assessment performed on Contractor's operations, information and cyber security program, disaster recovery plan, and prevention, detection, or response protocols that are related to hosted County content, within 60 calendar days of such audit or assessment. Contractor will provide a copy of the audit report to County within 30 days after Contractor's receipt of request for such report(s).
- C. Contractor shall reasonably cooperate with all County security reviews and testing, including but not limited to penetration testing of any cloud-based solution provided by Contractor to County under this Contract. Contractor shall implement any required safeguards as identified by County or by any audit of Contractor's data privacy and information/cyber security program.
- D. In addition, County has the right to review Plans of Actions and Milestones (POA&M) for any outstanding items identified by the SOC 2 Type II report requiring remediation as it pertains to the confidentiality, integrity, and availability of County data. County reserves the right, at its sole discretion, to immediately terminate this Contract or a part thereof without limitation and without liability to County if County reasonably determines Contractor fails or has failed to meet its obligations under this section

11. Business Continuity and Disaster Recovery (BCDR):

- A. For the purposes of this section, "Recovery Point Objectives" means the maximum age of files (data and system configurations) that must be recovered from backup storage for

normal operations to resume if a computer, system, or network goes down as a result of a hardware, program, or communications failure (establishing the data backup schedule and strategy). “Recovery Time Objectives” means the maximum duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a loss of functionality.

- B. The Contractor shall maintain a comprehensive risk management program focused on managing risks to County operations and data, including mitigation of the likelihood and impact of an adverse event occurring that would negatively affect contracted services and operations of the County. Business continuity management will enable the Contractor to identify and minimize disruptive risks and restore and recover hosted County business-critical services and/or data within the agreed terms following an adverse event or other major business disruptions. Recovery and timeframes may be impacted when events or disruptions are related to dependencies on third parties. The County and Contractor will agree on Recovery Point Objectives and Recovery Time Objectives (as needed) and will periodically review these objectives. Any disruption to services of system will be communicated to the County within 4 hours, and every effort shall be undertaken to restore contracted services, data, operations, security, and functionality.
- C. All data and/or systems and technology provided by the Contractor internally and through third-party vendors shall have resiliency and redundancy capabilities to achieve high availability and data recoverability. Contractor Systems shall be designed, where practical and possible, to ensure continuity of service(s) in the event of a disruption or outage.

ATTACHMENT C - INFORMATION TECHNOLOGY SECURITY GUIDELINES

All contractors who contract with the County of Orange ("County") shall work cooperatively to assist County in achieving the objectives and abide by the applicable terms under these Guidelines for all Controls one (1) thru six (6) below at all times during the term of its contract with County.

1. ASSET MANAGEMENT

Asset management establishes an organization's inventory of fixed and controlled assets and defines how these assets are managed during their lifecycle to ensure sustained productivity in support of the organization's critical services. An event that disrupts an asset can inhibit the organization from achieving its mission. An asset management program helps identify appropriate strategies that shall allow the assets to maintain productivity during disruptive events. There are four broad categories of assets: people, information, technology, and facilities.

The Cybersecurity Program strives to achieve and maintain appropriate protection of IT assets. Loss of accountability of IT assets could result in a compromise or breach of IT systems and/or a compromise or breach of sensitive or privacy data.

A. GOALS AND OBJECTIVES

1. Services are identified and prioritized.
2. Assets are inventoried, and the authority and responsibility for these assets is established.
3. The relationship between assets and the services they support is established.
4. The asset inventory is managed.
5. Access to assets is managed.
6. Information assets are categorized and managed to ensure the sustainment and protection of the critical service.
7. Facility assets supporting the critical service are prioritized and managed.

B. ASSET MANAGEMENT POLICY STATEMENTS

1. Services Inventory

- a. Departments and/or contractors shall maintain an inventory of its services. This listing shall be used by the department to assist with its risk management analysis.

2. Asset Inventory – Information

- a. All information that is created or used within the County's trusted environment in support of County business activities shall be considered the property of the County. All County property shall be used in compliance with this policy.
- b. County information is a valuable asset and shall be protected from unauthorized disclosure, modification, or destruction. Prudent information security standards and practices shall be implemented to ensure that the integrity, confidentiality, and

availability of County information are not compromised. All County information shall be protected from the time of its creation through its useful life and authorized disposal.

- c. Departments and/or contractors shall establish internal procedures for the secure handling and storage of all electronically maintained County information that is owned or controlled by the department.
- 3. Asset Inventory - Technology (Devices, Software)**
- a. Departments shall maintain an inventory of all department managed devices that connect to County network resources or processes, stores, or transmits County data including but not limited to:
 - i. Desktop computers,
 - ii. Laptop Computers,
 - iii. Tablets (iPads and Android devices),
 - iv. Mobile Phones (basic cell phones),
 - v. Smart Phones (iPhones, Blackberry, Windows Phones and Android Phones),
 - vi. Servers,
 - vii. Storage devices,
 - viii. Network switches,
 - ix. Routers,
 - x. Firewalls,
 - xi. Security Appliances,
 - xii. Internet of Things (IoT) devices,
 - xiii. Printers,
 - xiv. Scanners,
 - xv. Kiosks and Thin clients,
 - xvi. Mainframe Hardware, and
 - xvii. VoIP Phones.
 - b. Asset inventory shall map assets to the services they support.
 - c. Departments and/or contractors shall adopt a standard naming convention for devices (naming convention to be utilized as devices are serviced or purchased).
 - d. Each department and/or contractor shall ensure that all software used on County systems and in the execution of County business shall be used legally and in compliance with licensing agreements.

4. Asset Inventory - Facilities

- a. Departments and/or contractors shall maintain an inventory of its facilities. This listing shall be used by the department to assist with its risk management analysis.
- b. Departments and/or contractors shall identify the facilities used by its critical services.

5. Access Controls

- a. Departments and/or contractors shall establish a procedure that ensures only users with legitimate business needs to access County IT resources are provided with user accounts.
- b. Access to County information systems and information systems data shall be based on each user's access privileges. Access controls shall ensure that even legitimate users cannot access stored information unless they are authorized to do so. Access control should start by denying access to everything, and then explicitly granting access according to the "need to know" principle.
- c. Access to County information and County information assets should be based on the principle of "least privilege," that is, grant no user greater access privileges to the information or assets than County responsibilities demand.
- d. The owner of each County system, or their designee, provides written authorization for all internal and external user access.
- e. All access to internal County computer systems shall be controlled by an authentication method involving a minimum of a user identifier (ID) and password combination that provides verification of the user's identity.
- f. All County workforce members are to be assigned a unique user ID to access the network, as applicable.
- g. A user account shall be explicitly assigned to a single, named individual. No group or shared computer accounts are permissible except when necessary and warranted due to legitimate business needs. Such need shall be documented prior to account creation and accounts activated only when necessary.
- h. User accounts shall not be shared with others including, but not limited to, someone whose access has been denied or terminated.
- i. Departments and/or contractors shall conduct regular reviews of the registered users' access level privileges. System owners shall provide user listings to departments for confirmation of user's access privileges.

6. Asset Sanitation/Disposal

- a. Unless approved by County management, no County computer equipment shall be removed from the premises.
- b. Prior to re-deployment, storage media shall be appropriately cleansed to prevent unauthorized exposure of data.

- c. Surplus, donation, disposal or destruction of equipment containing storage media shall be appropriately disposed according to the terms of the equipment disposal services contract.
- d. Sanitization methods for media containing County information shall be in accordance with NSA (National Security Agency) standards (for example, clearing, purging, or destroying).
- e. Disposal of equipment shall be done in accordance with all applicable County, state or federal surplus property and environmental disposal laws, regulations or policies.

2. CONTROLS MANAGEMENT

The Controls Management domain focuses on the processes by which an organization plans, defines, analyzes, and assesses the controls that are implemented internally. This process helps the organization ensure the controls management objectives are satisfied.

This domain focuses on the resilience controls that allow an organization to operate during a time of stress. These resilience controls are implemented in the organization at all levels and require various levels of management and staff to plan, define, analyze, and assess.

A. GOALS AND OBJECTIVES

1. Control objectives are established.
2. Controls are implemented.
3. Control designs are analyzed to ensure they satisfy control objectives.
4. Internal control system is assessed to ensure control objectives are met.

B. CONTROL MANAGEMENT POLICY STATEMENTS

1. Physical and Environmental Security

- a. Procedures and facility hardening measures shall be adopted to prevent attempts at and detection of unauthorized access or damage to facilities that contain County information systems and/or processing facilities.
- b. Restricted areas within facilities that house sensitive or critical County information systems shall, at a minimum, utilize physical access controls designed to permit access by authorized personnel only.
- c. Physical protection measures against damage from external and environmental threats shall be implemented by all departments as appropriate.
- d. Access to any office, computer room, or work area that contains sensitive information shall be physically restricted from unauthorized access.
- e. Access points such as delivery and loading areas and other points where unauthorized persons may enter the premises shall be controlled and, if possible, isolated from information processing facilities to avoid unauthorized access. An example of this would be separating the two areas by a badge-only accessible door.

- f. Continuity of power shall be provided to maintain the availability of critical equipment and information systems.
- g. Power and telecommunications cabling carrying data or supporting information services shall be protected from interception or damage. Different, yet appropriate methods shall be utilized for internal and external cabling.
- h. Equipment shall be properly maintained to ensure its continued availability and integrity.
- i. All shared IT infrastructure by more than one department shall meet countywide security policy for facility standards, availability, access, data & network security.

2. Network Segmentation

NOTE: This section is applicable to Departments that manage their own network devices.

- a. Segment (e.g., VLANs) the network into multiple, separate zones (based on trust levels of the information stored/transmitted) to provide more granular control of system access and additional intranet boundary defenses. Whenever information flows over a network of lower trust level, the information shall be encrypted.
- b. Segment the network into multiple, separate zones based on the devices (servers, workstations, mobile devices, printers, etc.) connected to the network.
- c. Create separate network segments (e.g., VLANs) for BYOD (bring your own device) systems or other untrusted devices.
- d. The network infrastructure shall be managed across network connections that are separated from the business use of that network, relying on separate VLANs or, preferably, on entirely different physical connectivity for management sessions for network devices.

3. Mobile Computing Devices

To ensure that Mobile Computing Devices (MCDs) do not introduce threats into systems that process or store County information, departments' and/or contractors' management shall:

- a. Establish and manage a process for authorizing, issuing and tracking the use of MCDs.
- b. Permit only authorized MCDs to connect to County information assets or networks that store, process, transmit, or connects to County information and information assets.
- c. Implement applicable access control requirements in accordance with this guideline, such as the enforcement of a system or device lockout after 15 minutes of inactivity requiring re-entering of a password to unlock.
- d. Install an encryption algorithm that meets or exceeds industry recommended encryption standard for any MCD that will be used to store County information.

- e. Ensure that MCDs are configured to restrict the user from circumventing the authentication process.
- f. Provide security awareness training to County employees that informs MCD users regarding MCD restrictions.
- g. Label MCDs with County address and/or phone number so that the device can be returned to the County if recovered.
- h. The installation of any software, executable, or other file to any County computing device is prohibited if that software, executable, or other file downloaded by, is owned by, or was purchased by an employee or contractor with his or her own funds unless approved by the department.

4. **Personally Owned Devices**

Personal computing devices include, but are not limited to, removable media such as thumb or USB drives, external hard drives, laptop or desktop computers, cellular phones, or personal digital assistants (PDA's) owned by or purchased by employees, contract personnel, or other non-County users.

- a. The connection of any computing device not owned by the County to a County network (except the Public Wi-Fi provided for public use) or computing device is prohibited unless previously approved.
- b. The County authorizes the use of personal devices to access resources that do not traverse the County network directly. Such resources include County's SaaS applications. Access to some agency specific applications, e.g. applications that are subject to compliance regulations may require prior approval of the County CISO and the associated Department Head.
- c. The County will respect the privacy of a user's voluntary use of a personally owned device to access County IT resources.
- d. The County will only request access to the personally owned device in order to implement security controls; to respond to litigation hold (aka: e-discovery) requests arising out of administrative, civil, or criminal directives, Public Record Act requests, and subpoenas; or as otherwise required or permitted by applicable state or federal laws. Such access will be performed by an authorized technician or designee using a legitimate software process.

5. **Logon Banners and Warning Notices**

- a. At the time of network login, the user shall be presented with a login banner.
- b. All computer systems that contain or access County information shall display warning banners informing potential users of conditions of use consistent with state and federal laws.
- c. Warning banners shall remain on the screen until the user takes explicit actions to log on to the information system.
- d. The banner message shall be placed at the user authentication point for every computer system that contains or accesses County information. The banner

message may be placed on an initial logon screen in situations where the logon provides access to multiple computer systems.

- e. At a minimum, banner messages shall provide appropriate privacy and security information and shall contain information informing potential users that:
 - i. User is accessing a government information system for conditions of use consistent with state and federal information security and privacy protection laws.
 - ii. System usage may be monitored, recorded, and subject to audit.
 - iii. Unauthorized use of the system is prohibited and subject to criminal and civil penalties.
 - iv. Use of the system indicates consent to monitoring and recording.

6. Authentication

- a. Authenticate user identities at initial connection to County resources.
- b. Authentication mechanisms shall be appropriate to the sensitivity of the information contained.
- c. Users shall not receive detailed feedback from the authenticating system on failed logon attempts.

7. Passwords

- a. County approved password standards and/or guidelines shall be applied to access County systems. These standards extend to mobile devices and personally owned devices used for work.
- b. Passwords are a primary means to control access to systems and shall therefore be selected, used, and managed to protect against unauthorized discovery or usage. Passwords shall satisfy the following complexity rule:
 - i. Passwords will contain a minimum of one (1) upper case letter
 - ii. Passwords will contain a minimum of one (1) lower case letter
 - iii. Passwords will contain a minimum of one (1) number: 1- 0
 - iv. Passwords will contain a minimum of one (1) special character: !, @, #, \$, %, ^, &, *, (,)
 - v. Password characters will not be sequential (Do not use: ABCD , This is ok: ACDB)
 - vi. Passwords characters will not be repeated in a row (Do not use: P@\$\$\$. This is ok: P@\$\$\$)
 - vii. COMPLEX PASSWORD EXAMPLE: P@\$\$WoRd13
 - viii. Passphrases example: The\$kyIsBlue2day
 - ix. Passwords cannot contain the user's full name or network login.

- c. Passwords shall have a minimum length of twelve (12) characters.
- d. Passwords shall not be reused for twelve (12) iterations.
- e. Departments and/or contractors shall require users to change their passwords periodically (e.g., every 90 days at the maximum). Changing passwords more often than 90 days is encouraged.
- f. Network and application systems shall be configured to enforce automatic expiration of passwords at regular intervals (e.g., every 90 days at the maximum) when the technology is feasible or available.
- g. Newly created accounts shall be assigned a randomly generated password prior to account information being provided to the user.
- h. No user shall give his or her password to another person under any circumstances. Workforce members who suspect that their password has become known by another person shall change their password immediately and report their suspicion to management.
- i. Users who have lost or forgotten their passwords shall make any password reset requests themselves without using a proxy (e.g., another County employee) unless approved by management. Prior to processing password change requests, the requester shall be authenticated to the user account in question. (e.g., Verification with user's supervisor or the use of passphrases can be used for this authentication process.) New passwords shall be provided directly and only to the user in question.
- j. When technologically feasible, a new or reset password shall be set to expire on its initial use at log on so that the user is required to change the provided password to one known only to them.
- k. All passwords are to be treated as sensitive information.
- l. User Accounts shall be locked after five consecutive invalid logon attempts within a 24-hour period. The lockout duration shall be at least 30 minutes or until a system administrator enables the user ID after investigation. These features shall be configured as indicated when the technology is feasible or available.
- m. All systems containing sensitive information shall not allow users to have multiple concurrent sessions on the same system when the technology is feasible or available.

C. Inactivity Timeout and Restricted Connection Times

- 1. Automatic lockouts for system devices, including workstations and mobile computing devices, after no more than 15 minutes of inactivity.
- 2. Automated screen lockouts shall be used wherever possible using a set time increment (e.g., 15 minutes of non-activity). In situations where it is not possible to automate a lockout, operational procedures shall be implemented to instruct users to lock the terminal or equipment so that unauthorized individuals cannot make use of the system.

Once logged on, workforce members shall not leave their computer unattended or available for someone else to use.

3. When deemed necessary, user logins and data communications may be restricted by time and date configurations that limit when connections shall be accepted.

D. Account Monitoring

1. Access to a County network and its resources shall be strictly controlled, managed, and reviewed to ensure only authorized users gain access based on the privileges granted. (e.g., Kiosks provide physical and public access to County networks. These shall be secured to ensure County resources are not accessed by unauthorized users.)
2. The control mechanisms for all types of access to County IT resources by contractors, customers or vendors are to be documented.
3. Monitor account usage to determine dormant accounts that have not been used for a given period, such as 45 days, notifying the user or user's manager of the dormancy.
4. After a longer period, such as 60 days, the account shall be disabled by the system when the technology is feasible or available.
5. On a periodic basis, such as quarterly or at least annually, departments shall require that managers match active employees and contractors with each account belonging to their managed staff. Security or system administrators shall then determine whether to disable accounts that are not assigned to active employees or contractors.

E. Administrative Privileges

1. Systems Administrators shall use separate administrative accounts, which are different from their end user account (required to have an individual end user account), to conduct system administration tasks.
2. Administrative accounts shall only be granted to individuals who have a job requirement to conduct systems administration tasks.
3. Administrative accounts shall be requested in writing and must be approved by the Department Head or designated representative using the Security Review and Approval Process.
4. Systems Administrator accounts that access County enterprise-wide systems or have enterprise-wide impact shall be approved by the CISO using the Security Review and Approval Process.
5. Systems Administrators shall use separate administrative accounts to manage Mobile Device Management (MDM) platforms but may use the local user's credentials when configuring a mobile phone or tablet device.
6. All passwords for privileged system-level accounts (e.g., root, enable, OS admin, application administration accounts, etc.) shall comply with Controls Management B.7.

F. Remote Access

1. Departments and/or contractors shall take appropriate steps, including the implementation of appropriate encryption, user authentication, and virus protection measures, to mitigate security risks associated with allowing users to use remote access or mobile computing methods to access County information systems.
2. Remote access privileges shall be granted to County workforce members only for legitimate business needs and with the specific approval of department management.
3. All remote access implementations that utilize the County's trusted network environment and that have not been previously deployed within the County shall be submitted to and reviewed by the County. A memorandum of understanding (MOU) shall be utilized for this submittal and review process. This is required for any Suppliers utilizing remote access to conduct maintenance.
4. Remote sessions shall be terminated after 15 minutes of inactivity requiring the user to authenticate again to access County resources.
5. All remote access infrastructures shall include the capability to monitor and record a detailed audit trail of each remote access attempt.
6. All users of County networks and computer systems are prohibited from connecting and/or activating unauthorized dial-up or broadband modems on workstations, laptops, or other computing devices that are simultaneously connected to any County network.
7. Periodic assessments shall be performed to identify unauthorized remote connections. Results shall be used to address any vulnerabilities and prioritized according to criticality.
8. Users granted remote access to County IT infrastructure shall follow all additional policies, guidelines and standards related to authentication and authorization as if they were connected locally. For example, this applies when mapping to shared network drives.
9. Users attempting to use external remote access shall utilize a County-approved multi-factor authentication process.
10. All remote access implementations that involve non-County infrastructures shall be reviewed and approved by both the department and the County. This approval shall be received prior to the start of such implementation.
11. Remote access privileges to County IT resources shall not be given to contractors and customers unless department management determines that these individuals or organizations have a legitimate business need for such access. If such access is granted, it shall be limited to those privileges and conditions required for the performance of the specified work.

G. Wireless Access

1. Departments and/or contractors shall take appropriate steps, including the implementation of appropriate encryption, user authentication, device authentication and malware protection measures, to mitigate risks to the security of County data and information systems associated with the use of wireless network access technologies.

2. Only wireless systems that have been evaluated for security by both department management and the County shall be approved for connectivity to County networks.
3. County data that is transmitted over any wireless network shall be protected in accordance with the sensitivity of the information.
4. All access to County networks or resources via unapproved wireless communication technologies is prohibited. This includes wireless systems that may be brought into County facilities by visitors or guests. Employees, contractors, vendors and customers are prohibited from connecting and/or activating wireless connections on any computing device that are simultaneously connected to any County network, either locally or remotely.
5. Each department and/or contractor shall make a regular, routine effort to ensure that unauthorized wireless networks, access points, and/or modems are not installed or configured within its IT environments. Any unauthorized connections described above shall be disabled immediately.

H. System and Network Operations Management

1. Operating procedures and responsibilities for all County information processing facilities shall be formally authorized, documented, and updated.
2. Departments and/or contractors shall establish controls to ensure the security of the information systems networks that they operate.
3. Operational system documentation for County information systems shall be protected from unauthorized access.
4. System utilities shall be available to only those users who have a business case for accessing the specific utility.

I. System Monitoring and Logging

1. Systems operational staff shall maintain appropriate log(s) of activities, exceptions and information security events involving County information systems and services.
2. Each department and/or contractor shall maintain a log of all faults involving County information systems and services.
3. Logs shall be protected from unauthorized access or modifications wherever they reside.
4. The clocks of all relevant information processing systems and attributable logs shall be synchronized with an agreed upon accurate time source such as an established Network Time Protocol (NTP) service.
5. Auditing and logging of user activity shall be implemented on all critical County systems that support user access capabilities.
6. Periodic log reviews of user access and privileges shall be performed in order to monitor access of sensitive information.

J. Malware Defenses

1. Departments shall implement endpoint security on computing devices connected to the County network. Endpoint security may include one or more of the following software: anti-virus, anti-spyware, personal firewall, host-based intrusion detection (IDS), network-based intrusion detection (IDS), intrusion prevention systems (IPS), and whitelisting and blacklisting of applications, web sites, and IP addresses.
2. Special features designed to filter out malicious software contained in either email messages or email attachments shall be implemented on all County email systems.
3. Where feasible, any computing device, including laptops and desktop PCs, that has been connected to a non-County infrastructure (including employee home networks) and subsequently used to connect to the County network shall be verified that it is free from viruses and other forms of malicious software prior to attaining connectivity to the County network.

K. Data Loss Prevention

1. Departments and/or contractor shall implement host-based Data Loss Prevention (DLP) to reduce the risk of data breach related to sensitive information.
2. Departments and/or contractors shall deploy encryption software on mobile devices containing sensitive.

L. Data Transfer

1. Agreements shall be implemented for the exchange of information between the County and other entities. As well as between departments.
2. County information accessed via electronic commerce shall have security controls implemented based on the assessed risk.

M. Encryption

1. The decision to use cryptographic controls and/or data encryption in an application shall be based on the level of risk of unauthorized access and the sensitivity of the data that is to be protected.
2. The decision to use cryptographic controls and/or data encryption on a hard drive shall be based on the level of risk of unauthorized access and the sensitivity of the data that is to be protected.
3. Where appropriate, encryption shall be used to protect confidential application data that is transmitted over open, untrusted networks, such as the Internet.
4. When cryptographic controls are used, procedures addressing the following areas shall be established by each department:
 - a. Determination of the level of cryptographic controls
 - b. Key management/distribution steps and responsibilities
5. Encryption keys shall be exchanged only using secure methods of communication.

N. System Acquisition and Development

1. Departments and/or contractors shall identify all business applications that are used by their users in support of primary business functions. This includes all applications owned and/or managed by the department as well as other business applications that are used by the department but owned and/or managed by other County organizations. All business applications used by a department shall be documented in the department's IT security plan as well as their Business Impact Analysis (BIA) for critical rating (RTO) and continuity purposes.
2. An application owner shall be designated for each internal department business application.
3. All access controls associated with business applications shall be commensurate with the highest level of data used within the application. These same access controls shall also adhere to the policy provided in Section 1.2.5: Access Controls.
4. Security requirements shall be incorporated into the evaluation process for all commercial software products that are intended to be used as the basis for a business application. The security requirements in question shall be based on requirements and standards specified in this guideline.
5. In situations where data needs to be isolated because there would be a conflict of interest, data security shall be designed and implemented to ensure that isolation.

O. Business Requirements

1. The business requirements definition phase of system development shall contain a review to ensure that the system shall adhere to County information security standards.

P. System Files

1. Operating system files, application software and data shall be secured from unauthorized use or access.
2. Clear-text data that results from testing shall be handled, stored, and disposed of in the same manner and using the same procedures as are used for production data.
3. System tests shall be performed on data that is constructed specifically for that purpose.
4. System testing shall not be performed on operational data unless the necessary safeguards are in place.
5. A combination of technical, procedural and physical safeguards shall be used to protect application source code from unintentional or unauthorized modification or destruction. All County proprietary information, including source code, needs to be protected through appropriate role-based access controls. An example of this is a change control tool that records all changes to source code including new development, updates, and deletions, along with check-in and check-out information.

Q. System Development & Maintenance

1. The development of software for use on County information systems shall have documented change control procedures in place to ensure proper versioning and implementation.
2. When preparing to upgrade any County information systems, including an operating system, on a production computing resource; the process of testing and approving the upgrade shall be completed in advance in order to minimize potential security risks and disruptions to the production environment.
3. Any outside suppliers used for maintenance that are visitors to the facility are to be escorted and monitored while performing maintenance to critical systems. This does not apply to contractors that are assigned to work at the facility.
4. Systems shall be hardened, and logs monitored to ensure the avoidance of the introduction and exploitation of malicious code.
5. All County workforce members, including contractors, shall not create, execute, forward, or introduce computer code designed to self-replicate, damage, or impede the performance of a computer's memory, storage, operating system, or application software.
6. In conjunction with other access control policies, any opportunity for information leakage shall be prevented through good system design practices.
7. Departments and/or contractors are responsible for managing outsourced software development related to department-owned IT systems.

R. System Requirements

1. Any system that processes or stores County Information shall:
 - a. Baseline configuration shall incorporate Principle of Least Privilege and Functionality.
 - b. Systems shall be deployed where feasible to utilize existing County authentication methods.
 - c. Session inactivity timeouts shall be implemented for all access into and from County networks.
 - d. All applications are to have access controls unless specifically designated as a public access resource.
 - e. Meet the password requirements defined in Section 2.2.7: Passwords.
 - f. Strictly control access enabling only privileged users or supervisors to override system controls or the capability of bypassing data validation or editing problems.
 - g. Monitor special privilege access, e.g. administration accounts.
 - h. Restrict authority to change master files to persons independent of the data processing function.

- i. Have access control mechanisms to prevent unauthorized access or changes to data, especially, the server file systems that are connected to the Internet, even behind a firewall.
- j. Be capable of routinely monitoring the access to automated systems containing County Information.
- k. Log all modifications to the system files.
- l. Limit access to system utility programs to necessary individuals with specific designation.
- m. Delete or disable all default accounts.
- n. Restrict access to server file-system controls to ensure that all changes such as direct write, write access to system areas and software or service changes shall be applied only through the appropriate change control process.
- o. Restrict access to server-file-system controls that allow access to other users' files.
- p. Ensure that servers containing user credentials shall be physically protected, hardened and monitored to prevent inappropriate use.

S. Procurement Controls

1. Breach notification requirements clause to be included in new or renewal contracts for systems containing sensitive information.
2. Contractor shall report to the County within 24 hours as defined in this contract when Contractor becomes aware of any suspected data breach of contractor's or subcontractor's systems involving County's data.
3. Departments shall review all procurements and renewals for software and equipment (hosted/managed by the vendor) that transmits, stores, or processes sensitive information to ensure that contractors are aware of and are in compliance with County's cybersecurity policies, if applicable. Departments shall obtain documentation supporting the business partners, contractors, or consultants' compliance with County's cybersecurity policies such as:
 - a. SOC 1 Type 2
 - b. SOC 2 Type 2
 - c. Security Certifications (ISO, PCI, etc.)
 - d. FedRAMP certification
 - e. Penetration Test Results

T. IT Services Provided to Public

1. Public access to County electronic information resources shall provide desired services in accordance with safeguards designed to protect County resources. All County electronic information resources are to be reviewed at least quarterly.

U. Removable Media

1. When no longer required, the contents of removable media shall be permanently destroyed or rendered unrecoverable in accordance with applicable department, County, state, or federal record disposal and/or retention requirement.

3. CONFIGURATION & CHANGE MANAGEMENT

Configuration and Change Management (“CCM”) is the process of maintaining the integrity of hardware, software, firmware, and documentation related to the configuration and change management process. CCM is a continuous process of controlling and approving changes to information or technology assets or related infrastructure that support the critical services of an organization. This process includes the addition of new assets, changes to assets, and the elimination of assets.

Cybersecurity is an integral component to information systems from the onset of the project or acquisition through implementation of:

- A. Application and system security
- B. Configuration management
- C. Change control procedures
- D. Encryption and key management
- E. Software maintenance, including but not limited to, upgrades, antivirus, patching and malware detection response systems

As the complexity of information systems increases, the complexity of the processes used to create these systems also increases, as does the probability of accidental errors in configuration. The impact of these errors puts data and systems that may be critical to business operations at significant risk of failure that could cause the organization to lose business, suffer damage to its reputation, or close completely. Having a CCM process to protect against these risks is vital to the overall security posture of the organization.

A. GOALS AND OBJECTIVES

1. The lifecycle of assets is managed.
2. The integrity of technology and information assets is managed.
3. Asset configuration baselines are established.

B. CONFIGURATION & CHANGE MANAGEMENT POLICY STATEMENTS

1. Changes to all information processing facilities, systems, software, or procedures shall be strictly controlled according to formal change management procedures.
2. Changes impacting security appliances managed by OCIT (e.g., security architecture, security appliances, County firewall, Website listings, application listings, email gateway, administrative accounts) shall be reviewed by County in accordance with the County Security Review and Approval Process.
3. Only authorized users shall make any changes to system and/or software configuration files.

4. Only authorized users shall download and/or install operating system software, service-related software (such as web server software), or other software applications on County computer systems without prior written authorization from department IT management. This includes, but is not limited to, free software, computer games and peer-to-peer file sharing software.
5. Each department and/or contractor shall develop a formal change control procedure that outlines the process to be used for identifying, classifying, approving, implementing, testing, and documenting changes to its IT resources.
6. Each department and/or contractor shall conduct periodic audits designed to determine if unauthorized software has been installed on any of its computers.
7. As appropriate, segregation of duties shall be implemented by all County departments to ensure that no single person has control of multiple critical systems and the potential for misusing that control.
8. Production computing environments shall be separated from development and test computing environments to reduce the risk of one environment adversely affecting another.
9. System capacity requirements shall be monitored, and usage projected to ensure the continual availability of adequate processing power, bandwidth, and storage.
10. System acceptance criteria for all new information systems and system upgrades shall be defined, documented, and utilized to minimize risk of system failure.

4. VULNERABILITY MANAGEMENT

The Vulnerability Management domain focuses on the process by which organizations identify, analyze, and manage vulnerabilities in a critical service's operating environment.

A. GOALS AND OBJECTIVES

1. Preparation for vulnerability analysis and resolution activities is conducted.
2. A process for identifying and analyzing vulnerabilities is established and maintained.
3. Exposure to identified vulnerabilities is managed.
4. The root causes of vulnerabilities are addressed.

B. VULNERABILITY MANAGEMENT POLICY STATEMENTS

1. Departments and/or contractors shall develop and maintain a vulnerability management process as part of its Cybersecurity Program.

5. CYBERSECURITY INCIDENT MANAGEMENT

Information Security Incident Management establishes the policy to be used by each department and/or contractor in planning for, reporting on, and responding to computer security incidents. For these purposes an incident is defined as any irregular or adverse event that occurs on a County

system or network. The goal of incident management is to mitigate the impact of a disruptive event. To accomplish this goal, an organization establishes processes that:

- detect and identify events
- triage and analyze events to determine whether an incident is underway
- respond and recover from an incident
- improve the organization's capabilities for responding to a future incident

This domain defines management controls for addressing cyber incidents. The controls provide a consistent and effective approach to Cyber Incident Response aligned with Orange County's Cyber Incident Response Plan, to include:

- Collection of evidence related to the cyber incident as appropriate
- Reporting procedures including any and all statutory reporting requirements
- Incident remediation
- Minimum logging procedures
- Annual testing of the plan

A. GOALS AND OBJECTIVES

1. A process for identifying, analyzing, responding to, and learning from incidents is established.
2. A process for detecting, reporting, triaging, and analyzing events is established.
3. Incidents are declared and analyzed.
4. A process for responding to and recovering from incidents is established.
5. Post-incident lessons learned are translated into improvement strategies.

B. CYBERSECURITY INCIDENT MANAGEMENT POLICY STATEMENTS

1. Cybersecurity incident management procedures shall be established within each department and/or contractor to ensure quick, orderly, and effective responses to security incidents. In the event a department has not established these procedures, the department may adopt the County's Cyber Incident Response Plan. The steps involved in managing a security incident are typically categorized into six stages:
 - a. System preparation
 - b. Problem identification
 - c. Problem containment
 - d. Problem eradication
 - e. Incident recovery

- f. Lessons learned
2. The department shall act as the liaison between applicable parties during a cybersecurity incident. The department shall be the primary point of contact for all IT security issues.
 3. A designated security contact for all cybersecurity incidents.
 4. Departments and/or contractors shall conduct periodic (at least annually) cybersecurity incident scenario sessions for personnel associated with the cybersecurity incident handling team to ensure that they understand current threats and risks, as well as their responsibilities in supporting the cybersecurity incident handling team.
 5. Departments and/or contractors shall develop and document procedures for reporting cybersecurity incidents. For example, all employees, contractors, and customers of County information systems shall be required to note and report any observed or suspected security weaknesses in systems to management. In the event a department has not established these procedures, the department may adopt the County's Cyber Incident Response Plan.
 6. Each department and/or contractor shall familiarize its employees on the use of its cybersecurity incident reporting procedures.
 7. Contact with local authorities, including law enforcement, shall be conducted through an organized, repeatable process that is both well documented and communicated.
 8. Contact with special interest groups, including media and labor relations, shall be conducted through an organized, repeatable process that is both well documented and communicated.
 9. Where a follow-up action against an entity after a cybersecurity incident shall involve civil or criminal legal action, evidence shall be collected, retained, and presented to conform to the rules for evidence as demanded by the relevant jurisdiction(s). At the Department's discretion, they may obtain the services of qualified external professionals to complete these tasks.
 10. Departments shall report cybersecurity incidents to the County pursuant to the Contract.

6. SERVICE CONTINUITY MANAGEMENT

Service continuity planning is one of the more important aspects of resilience management because it provides a process for preparing for and responding to disruptive events, whether natural or man-made. Operational disruptions may occur regularly and can scale from so small that the impact is essentially negligible to so large that they could prevent an organization from achieving its mission. Services that are most important to an organization's ability to meet its mission are considered essential and are focused on first when responding to disruptions. The process of identifying and prioritizing services and the assets that support them is foundational to service continuity.

Service continuity planning provides the organization with predefined procedures for sustaining essential operations in varying adverse conditions, from minor interruptions to large-scale

incidents. For example, a power interruption or failure of an IT component may necessitate manual workaround procedures during repairs. A data center outage or loss of a business or facility housing essential services may require the organization to recover business or IT operations at an alternate location.

The process of assessing, prioritizing, planning and responding to, and improving plans to address disruptive events is known as service continuity. The goal of service continuity is to mitigate the impact of disruptive events by utilizing tested or exercised plans that facilitate predictable and consistent continuity of essential services.

This domain defines requirements to document, implement and annually test plans, including the testing of all appropriate cybersecurity provisions, to minimize impact to systems or processes from the effects of major failures of information systems or disasters via adoption and annual testing of:

- Business Continuity Plan
- Disaster Recovery Plan
- Cyber Incident Response Plan

Business Continuity is intended to counteract interruptions in business activities and to protect critical business processes from the effects of significant disruptions. Disaster Recovery provides for the restoration of critical County assets, including IT infrastructure and systems, staff, and facilities.

A. GOALS AND OBJECTIVES

1. Service continuity plans for high-value services are developed.
2. Service continuity plans are reviewed to resolve conflicts between plans.
3. Service continuity plans are tested to ensure they meet their stated objectives.
4. Service continuity plans are executed and reviewed.

B. SERVICE CONTINUITY MANAGEMENT POLICY STATEMENTS

1. Backups of all essential electronically maintained County business data shall be routinely created and properly stored to ensure prompt restoration.
2. Each department and/or contractor shall implement and document a backup approach for ensuring the availability of critical application databases, system configuration files, and/or any other electronic information critical to maintaining normal business operations within the department.
3. The frequency and extent of backups shall be in accordance with the importance of the information and the acceptable risk as determined by each department.
4. Departments and/or contractors shall ensure that locations where backup media are stored are safe, secure, and protected from environmental hazards. Access to backup media shall be commensurate with the highest level of information stored and physical access controls shall meet or exceed the physical access controls of the data's source systems.

5. Backup media shall be labeled and handled in accordance with the highest sensitivity level of the information stored on the media.
6. Departments and/or contractors shall define and periodically test a formal procedure designed to verify the success of the backup process.
7. Restoration from backups shall be tested initially once the process is in place and periodically afterwards. Confirmation of business functionality after restoration shall also be tested in conjunction with the backup procedure test.
8. Departments and/or contractors shall retain backup information only as long as needed to carry out the purpose for which the data was collected, or for the minimum period required by law.
9. Alternate storage facilities shall be used to ensure confidentiality, integrity and availability of all County systems.
10. Each department and/or contractor shall develop, periodically update, and regularly test business continuity and disaster recovery plans in accordance with the County's Business Continuity Management Policy.
11. Departments and/or contractors shall review and update their Risk Assessments (RAs) and Business Impact Analyses (BIAs) as necessary, determined by department management (annually is recommended). RAs include department identification of risks that can cause interruptions to business processes along with the probability and impact of such interruptions and the consequences to information security. A BIA establishes the list of processes and systems that the department has deemed critical after performing a risk analysis.
12. Continuity plans shall be developed and implemented to provide for continuity of business operations in the event that critical IT assets become unavailable. Plans shall provide for the availability of information at the required level and within the established Recovery Time Objective (RTO) and their location, as alternate facilities shall be used to maintain continuity.
13. Each department and/or contractor shall maintain a comprehensive plan document containing its business continuity plans. Plans shall be consistent, address information security requirements, and identify priorities for testing and maintenance. Plans shall be prepared in accordance with the standards established by the County's Business Continuity Management Policy.
14. Each department and/or contractor shall define failure prevention protocols to maintain confidentiality, integrity and availability. Departments shall automate failover procedures where applicable and maintain adequate (predictable) levels of ancillary components to meet this provision.