

CONTRACT
BETWEEN
COUNTY OF ORANGE
AND

FOR THE PROVISION OF
SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM SERVICES

This Contract is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and _____, licensed pursuant to California Code of Regulations Section 87000 as a “Short-Term Residential Therapeutic Program,” hereinafter referred to as “CONTRACTOR.” This Contract shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as “ADMINISTRATOR.”

WITNESSETH:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of residential care and treatment services;

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

WHEREAS, such contracts are authorized and provided for pursuant to California Welfare and Institutions Code (WIC) Sections 11200 et seq., and 16501, and California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Section 11-405.

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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1. TERM

The term of this Contract shall commence on _____, and terminate on June 30, 2027, unless earlier terminated pursuant to the provisions of Paragraph 41 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

2.1 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.

2.2 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

3.1 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.

3.2 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

4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in Attachment A to the Contract between County of Orange and _____, for the Provision of STRTP 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.

5. LICENSES AND STANDARDS

5.1 CONTRACTOR warrants that it and its personnel, described in Paragraph 26 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 ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).

5.2 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.

5.3 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.

- 5.4 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

6.1 Delegation and Assignment

6.1.1 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 ten percent (10%) 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.

6.1.2 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.

6.2 Change of Ownership

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

- 7.1 CONTRACTOR shall not subcontract for services under this Contract without the prior written consent of ADMINISTRATOR.

8. FORM OF BUSINESS ORGANIZATION/NAME CHANGE**8.1 Form of Business Organization**

Upon the request of ADMINISTRATOR, CONTRACTOR shall prepare and submit, within thirty (30) days thereafter, an affidavit executed by persons satisfactory to ADMINISTRATOR, containing, but not limited to, the following information:

8.1.1 The form of CONTRACTOR's business organization, i.e., proprietorship, partnership, corporation, etc.

8.1.2 A detailed statement indicating the relationship of CONTRACTOR, by way of ownership or otherwise, to any parent organization or individual.

8.1.3 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.

8.2 Change in Form of Business Organization

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 ADMINISTRATOR, 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.

8.3 Name Change

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

9.1 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.

9.2 CONTRACTOR shall furnish any and all information requested by ADMINISTRATOR and shall permit ADMINISTRATOR access, during business hours, to books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph 9 et seq.

9.3 Non-Discrimination in Employment

9.3.1 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).

9.3.2 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.

9.3.3 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)

9.4 Non-Discrimination in Service Delivery

9.4.1 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 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 Subparagraph 9.4 et seq.

9.4.2 CONTRACTOR shall provide any and all clients desirous of filing a formal complaint any and all information as appropriate:

9.4.2.1 Pamphlet: "Your Rights Under California Welfare Programs"
(PUB 13)

9.4.2.2 Discrimination Complaint Form

9.4.2.3 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 9-7-041

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

9.4.3 The following websites provide Civil Rights information, publications and/or forms:

9.4.3.1 <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)

9.4.3.2 <http://www.cdss.ca.gov/inforesources/Civil-Rights/Your-Rights-Under-California-Welfare-Program> (Pub 13 – Your Rights Under California Welfare Programs)

9.4.3.3 <http://ssa.ocgov.com/about/services/contact/complaints/comply>
[Social Services Agency (SSA) Contractor and Vendor

Compliance page]

10. NOTICES

10.1 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: _____

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

- 10.2.1 Deposited in the United States mail, first class postage prepaid and addressed as shown in Subparagraph 10.1 above;
- 10.2.2 Sent by Email;
- 10.2.3 Faxed and transmission confirmed; or
- 10.2.4 Accepted by U.S. Postal Services Express Mail, Federal Express, United Parcel Service, or any other expedited delivery service.

10.3 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 (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

12. INDEMNIFICATION

12.1 CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, and 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 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

- 13.1 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, provide Certificates of Insurance and endorsements to ADMINISTRATOR during the entire term of this Contract.
- 13.2 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.
- 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs in excess of fifty thousand dollars (\$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.

13.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Contract, COUNTY may terminate this Contract.

13.5 Qualified Insurer

13.5.1 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).

13.5.2 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.

13.5.3 The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned, and hired vehicles	
Passenger Vehicles up to four (4) passengers, not including the driver	\$1,000,000 per occurrence
Passenger Vehicles up to seven (7) passengers, not including the driver	\$2,000,000 per occurrence
Passenger Vehicles for eight (8) or more passengers, not including the driver	\$5,000,000 per occurrence
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per accident or disease

Network Security & Privacy Liability	\$1,000,000 per claims-made
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Professional Liability Insurance	\$1,000,000 per claims-made or occurrence \$1,000,000 aggregate
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Sexual Misconduct Liability	\$1,000,000 per occurrence
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13.5.4 Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

13.6 Required Coverage Forms

13.6.1 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.

13.6.2 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.

13.7 Required Endorsements

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

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

13.7.1.2 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.

13.7.2 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.

13.7.3 The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.

13.7.3.1 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.

13.7.3.2 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.

13.8 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.

13.9 CONTRACTOR shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (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.

13.10 If CONTRACTOR's Professional Liability policy and Network Security & Privacy Liability policy are "Claims-Made" policies, CONTRACTOR shall agree to the following:

13.10.1 The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.

13.10.2 Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract

services.

13.10.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract services, Contractor must purchase an extended reporting period for a minimum of three (3) years after expiration of earlier termination of the Contract.

13.11 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).

13.12 Insurance certificates should be forwarded to COUNTY at the address indicated in Paragraph 10 of this Contract.

13.13 If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR, award may be made to the next qualified proponent.

13.14 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.

13.15 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 thirty (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.

13.16 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.

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

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

14.1 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.

- 14.2 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.
- 14.3 Any third-party claim or lawsuit filed against CONTRACTOR arising from or relating to services performed by CONTRACTOR under this Contract.
- 14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.
- 14.5 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.
- 14.6 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

- 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to the CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and procedures preventing 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 in the performance of their duties.
- 15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of, Contract performance. 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 whenever requested by COUNTY.

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 payment 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 ADMINISTRATOR.

18. BREACH SANCTIONS

18.1 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, ADMINISTRATOR may, and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Contract:

18.1.1 Afford CONTRACTOR a time period within which to cure the breach, which period shall be established by ADMINISTRATOR; and/or

18.1.2 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

18.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 18.1.2 above.

18.2 ADMINISTRATOR will give CONTRACTOR written notice of any action pursuant to this Paragraph, which notice shall be deemed served on the date of

mailing.

19. PAYMENTS

19.1 Maximum Contractual Funding Obligation

19.1.1 COUNTY shall pay to CONTRACTOR, monthly in arrears, the rate of reimbursement for the services provided under this Contract, as established by the State of California, as stated in CDSS Manual of Policies and Procedures, Division 11, Chapter 11-425.1. Payments shall accrue from the date the Foster Youth/Non-Minor Dependent (NMD) is placed, and terminate on the date the Foster Youth/NMD is discharged, removed, runs away or otherwise leaves CONTRACTOR's facility, or as approved by ADMINISTRATOR. No payment shall accrue to CONTRACTOR if the Foster Youth/NMD is placed and removed from CONTRACTOR's facility on the same day; i.e., the Foster Youth/NMD must spend the night in CONTRACTOR's facility before payment will accrue.

19.1.2 An approved STRTP CONTRACTOR shall be reimbursed at the STRTP rate, as determined by CDSS in accordance with WIC Section 11462(c).

19.1.3 COUNTY reserves the right to utilize bed holds to reserve or preserve placement of Foster Youth/NMDs within CONTRACTOR's facility as long as CONTRACTOR is in agreement with the Foster Youth/NMD's acceptance into program or remain in the program upon their return.

19.1.3.1 It is CONTRACTOR's responsibility to obtain written authorization of bed holds from COUNTY representative.

19.1.3.2 Payments will be reimbursed by COUNTY to CONTRACTOR to cover the duration of the authorized bed hold at the predetermined daily rate established for the timeframe indicated by the State of California, as stated in CDSS Manual of Policies.

19.2 Upon prior written approval of Foster Youth/NMD's Social Worker/Probation Officer, COUNTY may continue to pay for residential care for up to fourteen (14) calendar days when a Foster Youth/NMD leaves CONTRACTOR's facility prior to the planned placement change date (e.g., runaway) if CONTRACTOR has agreed to take the Foster Youth/NMD back immediately upon notice during the

period of continued payment.

20. OVERPAYMENTS

- 20.1 CONTRACTOR shall provide written notice to SSA Foster Care Eligibility within thirty (30) days of receipt of a payment for an Orange County placement that is inconsistent with the actual period of placement and results in an overpayment or underpayment. The overpayment or underpayment shall be identified by the Foster Youth/NMD's name, case number, caseload number, and the amount of underpayment and/or overpayment.
- 20.2 Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Agreement 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 ADMINISTRATOR, to COUNTY or the funding source. Unless earlier repaid, CONTRACTOR shall make repayment within thirty (30) days after the date of the final audit findings report and prior to any administrative appeal process.
- 20.3 In the event an overpayment owed by CONTRACTOR is collected from COUNTY by the funding source, then CONTRACTOR shall reimburse COUNTY within thirty (30) days thereafter and prior to any administrative appeal process.
- 20.4 CONTRACTOR agrees to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this Paragraph 20.
- 20.5 CONTRACTOR may call the following phone number with overpayment/underpayment questions:
- Social Services: Foster Care Program Development
(714) 704-8866 or 704-8441
- 20.6 CONTRACTOR may call the following phone numbers to appeal overpayment/underpayment matters:
- Social Services: Program Integrity
(714) 438-8880 or

California Department of Social Services: State Hearing System

1(800) 952-5253

21. OUTSTANDING DEBT

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

22. MEDICAL COSTS

22.1 CONTRACTOR shall enroll in subscription coverage programs, as applicable, that provide emergency care response services, including paramedic assessment services, in the city or county, where facility is located.

22.2 CONTRACTOR shall seek reimbursement for Foster Youth/NMD medical costs from the State Medi-Cal program.

22.2.1 If the Foster Youth/NMD is ineligible for Medi-Cal services, CONTRACTOR shall notify Foster Youth's/NMD's Social Worker/Probation Officer and specify the medical treatment needed and approximate cost.

22.2.2 Except in emergencies, authorization by the Foster Youth's/NMD's Social Worker/Probation Officer must be obtained prior to incurring any medical expenses not covered by Medi-Cal.

22.2.3 COUNTY may pay for medical services, in accordance with COUNTY procedure, if such services are deemed necessary by COUNTY and Medi-Cal rejects coverage. COUNTY shall reimburse CONTRACTOR for medical expenses paid by CONTRACTOR pursuant to this section based on Medi-Cal rates.

22.2.4 CONTRACTOR shall be responsible for controlling the use of each Foster Youth's/NMD's Medi-Cal proof-of-eligibility card.

23. EARLY AND PERIODIC SCREENING DIAGNOSIS AND TREATMENT PROGRAM

COUNTY will maximize the use of Early and Periodic Screening Diagnosis and Treatment Program (EPSDT) funding when children and families are determined to have

an eligible condition. COUNTY will provide training for CONTRACTOR on EPSDT charting requirements and will facilitate the processing of EPSDT funding claims. CONTRACTOR shall comply with these requirements for EPSDT eligible children and their families and shall facilitate the processing of EPSDT funding claims. CONTRACTOR understands that in order to participate in this funding opportunity, contracts with both ADMINISTRATOR and County of Orange Health Care Agency shall be required.

24. INDEPENDENT AUDIT

24.1 CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR 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 ADMINISTRATOR 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 (6) months after issuance of all audit reports with regard to audit exceptions.

24.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers July 1 through June 30, October 1 through September 30, or January 1 through December 31. CONTRACTOR shall provide ADMINISTRATOR copies of organization-wide audits for each of the fiscal cycles corresponding within the term of this Contract. CONTRACTOR shall provide each audit within fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny payment under this or any subsequent Contract with CONTRACTOR until such time as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR's audit submission deadline upon notice to

CONTRACTOR.

25. RECORDS, INSPECTIONS, AND AUDITS

25.1 Financial Records

25.1.1 CONTRACTOR shall prepare and maintain accurate and complete financial records. Financial records shall be retained by CONTRACTOR 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.

25.1.2 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 ADMINISTRATOR.

25.2 Client Records

25.2.1 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 ADMINISTRATOR.

25.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of 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. Notwithstanding anything to the contrary, upon termination of this Contract, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 41.2 of this Contract.

25.2.3 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.

25.3 Public Records

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

25.4 Inspections and Audits

25.4.1 The U.S. Department of Health and Human Services, Comptroller General of the United States, Director of CDSS, State Auditor-General, ADMINISTRATOR, 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.

25.4.2 CONTRACTOR shall make its books and records available within the borders of Orange County within ten (10) days of receipt of written demand by ADMINISTRATOR.

25.4.3 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.

25.4.4 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.

25.5 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

- 26.1 This Paragraph 26 applies to all of CONTRACTOR's personnel providing services through this Contract, paid and unpaid, including those identified in Paragraph 11 of Attachment A (hereinafter referred to as "Personnel").
- 26.2 CONTRACTOR shall make available to ADMINISTRATOR a current list of all Personnel providing services hereunder, including résumés and job applications. Changes to the list will be immediately provided to ADMINISTRATOR, in writing, along with a copy of a résumé and/or job application. The list shall include:
- 26.2.1 Personnel records pursuant to Interim Licensing Standards (ILS) Section 87066;
- 26.2.2 The professional degree, if applicable, and experience required for each position; and
- 26.2.3 The language skill, if applicable, for all Personnel.
- 26.3 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.
- 26.4 Where authorized by law, CONTRACTOR shall verify with the Community Care Licensing Division (CCLD) and the CDSS, a clearance is performed 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).
- 26.5 Where authorized by law, CONTRACTOR shall verify with the Community Care Licensing Division (CCLD) and the CDSS, a criminal record background check is performed 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.

- 26.6 CONTRACTOR shall ensure that clearances and background checks described above in Subparagraphs 26.4 and 26.5 are completed prior to CONTRACTOR's Personnel providing services under this Contract.
- 26.7 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.
- 26.8 CONTRACTOR shall immediately notify ADMINISTRATOR 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. CONTRACTOR's failure to notify ADMINISTRATOR shall be deemed a material breach of this Contract, pursuant to Paragraph 18 above.
- 26.9 COUNTY has the right to approve or disapprove all of CONTRACTOR's Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.
- 26.10 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.
- 26.11 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated for cause from working on this Contract.
- 26.12 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph 26 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 ADMINISTRATOR 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

30.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to WIC Sections 362.5, 827 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.

30.2 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.

30.3 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.

30.4 CONTRACTOR agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this Contract.

30.5 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.

30.5.1 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.

30.5.2 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

31.1 CONTRACTOR shall abide by the requirements in Attachment B and C of this Contract.

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

34.1 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.

- 34.2 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 Full Time Equivalents (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and prioritizing services for staff as requested by COUNTY.
- 34.3 CONTRACTOR shall service COUNTY during emergencies and/or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. Additionally, any costs to continue services to clients during an emergency and/or disaster shall be incurred by the Contractor. 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.
- 34.4 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

- 35.1 COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY's prior written consent is expressly prohibited.
- 35.2 CONTRACTOR may develop and publish information related to this Contract where all of the following conditions are satisfied:

- 35.2.1 ADMINISTRATOR provides its written approval of the content and publication of the information at least thirty (30) days prior to CONTRACTOR publishing the information, unless a different timeframe for approval is agreed upon by the ADMINISTRATOR;
- 35.2.2 Unless directed otherwise by ADMINISTRATOR, the information includes a statement that the program, wholly or in part, is funded through County, State, and Federal Government funds;
- 35.2.3 The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:
- 35.2.3.1 Any commercial product or service; and
- 35.2.3.2 Any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR; and
- 35.2.4 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 ADMINISTRATOR. 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

- 36.1 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR to complete any State-required reports related to the services provided under this Contract.
- 36.2 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 ADMINISTRATOR, upon a form approved by ADMINISTRATOR. ADMINISTRATOR 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:

- 38.1 No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;
- 38.2 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
- 38.3 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

39.1 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 ADMINISTRATOR that includes the text below in Subparagraphs 39.1.1 - 39.1.1.4.

39.1.1 The undersigned certifies to the best of his or her knowledge and belief that:

39.1.1.1 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.

39.1.1.2 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.

39.1.1.3 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.

39.1.1.4 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

41.1 ADMINISTRATOR may terminate this Contract without penalty, immediately

with cause or after thirty (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 ADMINISTRATOR of the right to terminate this Contract shall relieve COUNTY of all further obligations under this Contract.

- 41.2 For ninety (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 ADMINISTRATOR 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.
- 41.3 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.
- 41.4 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, ADMINISTRATOR may immediately terminate this Contract, reduce COUNTY's maximum funding obligation, or modify this

Contract, without penalty. The decision of ADMINISTRATOR shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with ADMINISTRATOR's decision.

- 41.5 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

- 42.1 This Contract is a cooperative contract and may be utilized by all County of Orange departments.
- 42.2 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.

42.3 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

44.1 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.

44.2 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.

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:

Print Name

Title

Signature

Date

Print Name

Title

Signature

Date

County of Orange, a political subdivision of the State of California

Deputized Designee Signature:

Print Name

Deputy Purchasing Agent
Title

Signature

Date

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

Carolyn S. Frost

Deputy County Counsel

Print Name

Title

DocuSigned by:
Carolyn S. Frost

Signature

3/28/2024 | 2:42:40 PM PDT

Date

ATTACHMENT A
SCOPE OF WORK
FOR THE PROVISION OF
SHORT-TERM RESIDENTIAL THERAPEUTIC PROGRAM SERVICES

1. POPULATION TO BE SERVED

- 1.1 CONTRACTOR shall provide services to individuals referred by SSA. The population to be served may include:
- 1.1.1 Foster Youth under the age of eighteen (18) years with specific age range to be in accordance with facility's approved CCLD license.
- 1.1.2 Non-Minor Dependents (NMDs) up to the age of twenty-one (21) in accordance with facility's approved CCLD license and Short-Term Therapeutic Program (STRTP) Interim Licensing Standards (ILS).

2. DEFINITIONS

- 2.1 Agency Placement Agreement: The agreement between CONTRACTOR, the Foster Youth/Non-Minor Dependent (NMD), and Foster Youth's/NMD's Authorized Representative as required by Title 22, California Code of Regulations, Section 80068.
- 2.2 Authorized Representative: A Foster Youth's/NMD's assigned case Senior Social Worker, a Probation Ward's assigned Probation Officer, and/or other parties designated by Juvenile Court to represent a Foster Youth's/NMD's interest on their behalf.
- 2.3 California Code of Regulations (CCR): A source of authority for Community Care Licensing Division activities including childcare, residential and adult day programs, and family child care, with regulations that apply to all community care facilities regulated by the Community Care Licensing Division, except where specifically exempted.
- 2.4 California Department of Health Care Services (CDHCS): A California state agency that provides Californians with access to affordable, integrated, high-quality health care, including medical, dental, mental health, substance use treatment services and long-term care.

- 2.5 California Department of Social Services (CDSS): A California state agency for many of the programs defined as part of the social safety net in the United States, and is within the auspices of the California Health and Human Services Agency.
- 2.6 Case Plan: A written document which includes a case plan goal, objectives to be achieved, services to be provided, case management activities to be performed, and placement needs and transition plan.
- 2.7 Child and Family Team (CFT): A group of individuals who are convened and engaged by the Placing Agency to identify the strengths and needs of the child and his/her/their family, and to help achieve positive outcomes for safety, permanency, and well-being.
- 2.8 Children and Family Services (CFS): A division of the Orange County Social Services Agency (SSA).
- 2.9 Community Care Licensing Division (CCLD): The division of the CDSS that is responsible for the licensing and monitoring of STRTPs for compliance with CCL regulations and standards within the State of California.
- 2.10 Culturally Responsive: The general knowledge of cultural values and mores of individuals from diverse ethnic groups; the ability to recognize, respect, affirm, and value the worth of individuals from different ethnic groups; and the ability to interact responsively, respectfully, and effectively with people from diverse cultures, classes, races, ethnic groups, and religious backgrounds in a manner that recognizes, affirms, and values the worth of individuals, families, and communities as well as protecting the dignity of each person.
- 2.11 Emergency Placement: A Foster Youth/NMD placed into a STRTP on an emergency basis, prior to the determination of the Interagency Placement Committee and/or Qualified Individual(s) that the Foster Youth/NMD qualifies for STRTP services.
- 2.12 Family Finding and Engagement (FFE): Permanency strategies designed to promote, establish, and strengthen a foster youth's connections with family members and other supportive adults who can provide relational permanency.
- 2.13 Foster Youth: An individual between the ages of birth (0) to eighteen (18) years, referred for foster care services.

- 2.14 Health and Education Passport (HEP): The document that provides historical and current medical, dental and behavioral health, and educational information as it pertains to a Foster Youth/NMD.
- 2.15 HEP Encounter Form: The form to record the Foster Youth's/NMD's medical/dental exam information for the Health Passport Update report.
- 2.16 Important Persons: Individuals identified by the Foster Youth/NMD placed in STRTPs, as defined in WIC Section 366.3(e)(2), that are important to the Foster Youth/NMD and consistent with his/her/their best interest.
- 2.17 Individual Education Plan (IEP): The plan for a student's specialized educational program, including performance assessment, identified goals, and specific services.
- 2.18 Interagency Placement Committee (IPC): A multidisciplinary team composed of the County Placing Agency (Probation or CFS), Health Care Agency, and other agencies. The IPC certifies that the Foster Youth/NMD has been assessed as meeting medical necessity criteria for Medi-Cal Specialty Mental Health Services, or has been assessed as seriously emotionally disturbed, or has been identified as having behavioral or treatment needs that can only be met by the level of care provided in a STRTP.
- 2.19 Interim Licensing Standards for STRTP (ILS): A set of written instructions and standards issued by the CDSS that governs the provisions of Short-Term Residential Therapeutic Programs.
- 2.20 Lower Level of Care: Includes, but is not limited to, any of the following: reunification with biological parent(s); placement with relatives, or Non-Related Extended Family Members (NREFMs); placement in a resource family home; transitional housing program; or emancipation. May also be referred to as "Stepdown".
- 2.21 Medi-Cal: California's Medicaid public health insurance program which provides medical services, mental health and substance use disorder services, including behavioral health treatment, for children and adults with limited income.
- 2.22 Medical Conditions: Medical conditions that are not considered acute or chronic health problems for Foster Youth/NMDs, do not meet criteria requiring therapeutic intervention and skilled nursing care during all or part of the day, and do not meet

criteria to be considered "medically fragile" or have "special health care needs" as defined in Health and Safety Code Section 1760.2(b), and WIC Section 17739.

- 2.23 Medical Necessity: A physical or mental state as determined by COUNTY, that limits a NMD's ability to participate in any one of the following activities: completing high school or an equivalency program; enrollment in post-secondary education or vocational school; participation in a program or activity that promotes or removes barriers to employment; and/or employment of at least eighty (80) hours per month.
- 2.24 National Accreditation: An accreditation pursuant to Title 22, Division 6, ILS Section 87089. STRTP agencies must obtain accreditation for their STRTP from an entity identified by CDSS.
- 2.25 Needs and Services Plan (NSP): The written plan required by Title 22 of the California Code of Regulations, Sections 87068.2 and 87068.22.
- 2.26 Non-Minor Dependent (NMD): A Foster Youth who is at least eighteen (18) years of age and not more than twenty-one (21) years of age or a non-minor former dependent or ward, as defined in Welfare and Institutions Code Section 11400(v).
- 2.27 Non-Related Extended Family Member (NREFM): An adult caregiver who has an established familial relationship with a relative of the child or a familial or mentoring relationship with the Foster Youth/NMD.
- 2.28 Notice of Hearing: Notification by certified mail of a Foster Youth's/NMD's dependency status review hearing.
- 2.29 Placing Agency: The lead agency, SSA or Probation, responsible for placement of the Foster Youth/NMD, case management, and Court-related matters.
- 2.30 Plan of Operation: A current, written plan that ensures that the STRTP facility will operate in compliance with applicable laws and is culturally relevant, trauma-informed, and age and developmentally appropriate for the population to be served.
- 2.31 Program Statement: The document prepared by a STRTP, as required by State regulation and filed with CCLD, which provides details of the day-to-day operation of the STRTP, including, but not limited to, staffing, training, therapy, intake criteria, and record-keeping.
- 2.32 Probation Department: The Orange County Probation Department.

- 2.33 Probation Officer: The Foster Youth's/NMD's assigned Probation Department Case Manager.
- 2.34 Program Manager: SSA or Probation management staff responsible for the oversight of STRTP placements.
- 2.35 Qualified Individual: A trained professional or licensed clinician who is not an employee of the state agency or connected to/affiliated with any placement setting in which children are placed by the state; determines the setting which will provide the Foster Youth/ NMD with the most effective and appropriate level of care in the least restrictive environment.
- 2.36 Social Worker: SSA employee assigned as the case-carrying social worker responsible for a Foster Youth's/NMD's placement and care.
- 2.37 Short-Term Residential Therapeutic Program (STRTP): A residential facility operated by a public agency or private organization and licensed by the CCLD, pursuant to WIC Section 1562.01 and Chapter 7.5 of the ILS, that provides an integrated program of specialized and intensive care and supervision, services, support and treatment, twenty-four (24) hours a day, seven (7) days per week.
- 2.38 Strengthening Families Protective Factors: "Strengthening Families" is a research-informed approach developed by the Center for the Study of Social Policy (CSSP) to increase family strengths, enhance child development and reduce the likelihood of child abuse and neglect. It is based on engaging families, programs and communities in building five (5) Protective Factors: parental resilience, social connections, knowledge of parenting and child development, concrete support in times of need, and social and emotional competence of children. This approach helps child welfare systems, early education, prevention organizations, and other programs work with parents to build five (5) protective factors that, when present, increase the overall well-being of children and families.
- 2.39 Title 22: Title 22, Division 6 section of the California Code of Regulations (CCR) relating to the licensing of community care facilities and STRTPs.
- 2.40 Transitional Independent Living Plan (TILP): A plan established by the Social Worker/Probation Officer in collaboration with the Foster Youth/NMD to develop and document meaningful and attainable goals that will support the Foster

Youth's/NMD's transition to adulthood and meet at least one participation requirement for the NMD to remain eligible for Extended Foster Care.

- 2.41 Transitional Planning Services Program (TPSP): A CFS program which provides independent living skills training resources, supportive services, vocational assessment referrals, and financial resources assistance for employment and education to Orange County's dependent and emancipated Foster Youth, ages sixteen (16) through twenty (20).
- 2.42 Visitors: Volunteers, repairmen, family members, friends, consulting staff, outside agency staff, or any other person who is not a resident or staff member of the STRTP.

3. GOALS AND OUTCOME OBJECTIVES

- 3.1 CONTRACTOR shall provide appropriate mental health treatment, as well as other STRTP core services and supportive services, with the ultimate goal of reunifying the family or successfully transitioning Foster Youth/NMD to a Lower Level of Care.
- 3.2 CONTRACTOR shall assist Foster Youth/NMDs in achieving and demonstrating long-term sustainable behavioral and emotional change, with the intent of successfully transitioning to a Lower Level of Care.
- 3.3 CONTRACTOR shall incorporate the following five (5) Protective Factors from the "Strengthening Families" approach, developed by the CSSP, in providing services and evaluating outcomes:
- 3.3.1 Provide concrete support in times of need;
- 3.3.2 Increase resilience;
- 3.3.3 Increase knowledge of parenting to Foster Youth/NMDs family, as appropriate, and increase knowledge in child development;
- 3.3.4 Support the social and emotional competence of children; and
- 3.3.5 Build social connections.

4. HOURS OF OPERATION

- 4.1 CONTRACTOR shall provide services, support and treatment, twenty-four (24) hours a day, seven (7) days per week.

5. GENERAL REQUIREMENTS

5.1 Plan of Operation/Program Statement

5.1.1 CONTRACTOR shall prepare and maintain a current, written plan of operation pursuant to ILS Section 87022, that meets all standards and includes a Program Statement pursuant to ILS Section 87022.1.

5.1.2 CONTRACTOR shall submit to ADMINISTRATOR a copy of any new or revised Program Statement pursuant to ILS Section 87018(D)(2) within ten (10) business days of receiving CDSS/CCLD approval.

5.2 STRTP Accreditation

5.2.1 CONTRACTOR shall obtain national accreditation pursuant to ILS Section 87089.

5.2.2 CONTRACTOR shall notify ADMINISTRATOR of any change of status in its national accreditation within ten (10) business days of receiving notification from the accrediting entity in compliance with ILS Section 87089.

5.3 Referrals

5.3.1 CONTRACTOR agrees to provide STRTP services to Foster Youth/NMDs referred to CONTRACTOR by COUNTY pursuant to the terms and conditions set forth herein, in accordance with the Foster Youth's/NMD's Agency Placement Agreement and CONTRACTOR's Program Statement approved by CCLD.

5.3.2 It is mutually understood that no minimum number of placement referrals is guaranteed, expressed, or implied, under this Contract. CONTRACTOR agrees to provide services as requested by COUNTY, regardless of the quantity of placement referrals received.

5.3.3 Upon CONTRACTOR receiving a placement referral from the Placing Agency, CONTRACTOR shall confirm receipt of referral from the Placing Agency within twenty-four (24) hours on weekdays, or forty-eight (48) hours on weekends or holidays.

5.3.4 CONTRACTOR shall actively and timely collaborate with the Placing Agency to achieve referral decisions.

5.3.5 Accepted Referrals

5.3.5.1 Once referral is accepted for placement, the referral shall be forwarded to CONTRACTOR's intake process.

5.3.5.2 CONTRACTOR shall follow admission requirements pursuant to CDSS/CCLD STRTP ILS and CDHCS regulations.

5.3.6 Declined Referrals

5.3.6.1 If CONTRACTOR declines a placement referral, CONTRACTOR shall submit to ADMINISTRATOR within five (5) business days, written documentation in a format acceptable to ADMINISTRATOR, the reasons for declining referral and details on identified resources/services/supports or change of circumstance which may enable acceptance of placement.

5.3.6.2 After an initial placement referral is declined, ADMINISTRATOR may request a reconsideration for the declined referral through a second level review.

5.3.6.3 If after a second level review placement cannot be facilitated, CONTRACTOR shall submit to ADMINISTRATOR within three (3) business days, written documentation in a format acceptable to SSA, the clinical justification for declined referral.

5.3.7 Emergency Placement Referrals

5.3.7.1 CONTRACTOR shall accept Emergency Placement referrals and provide services to individuals referred by ADMINISTRATOR for designated Emergency Placements pursuant to WIC Sections 11462.01(h)(3)(A) and 4096(g)(2)(A).

5.3.7.2 Following Emergency Placement of the Foster Youth/NMD in the facility, if it is determined the facility cannot continue to provide necessary services or meet the needs of the Foster Youth/NMD, then CONTRACTOR shall continue to provide residential care to the Foster Youth/NMD for the amount of time necessary to identify and transition the Foster Youth/NMD to an alternative, suitable placement.

5.4 County Mental Health Plan

- 5.4.1 CONTRACTOR shall demonstrate the ability to meet the mental health services needs of Foster Youth/NMDs through a mental health program approved by the CDHCS or from a delegated county Mental Health Plan, and maintain the mental health program approval in good standing during its STRTP licensure, pursuant to ILS Section 87089.1.
- 5.4.2 CONTRACTOR shall provide COUNTY documentation of the mental health program approval and shall identify which specialty mental health services the facility is certified and contracted to provide.
- 5.4.3 CONTRACTOR shall notify ADMINISTRATOR of any change of status in its mental health program within ten (10) business days.
- 5.4.4 CONTRACTOR shall notify ADMINISTRATOR when mental health program approved from the CDHCS or from a delegated county Mental Health Plan is due to expire within sixty (60) days of expiration date.
- 5.4.5 CONTRACTOR shall notify ADMINISTRATOR in writing within ten (10) days of any changes in Mental Health Head of Services.

5.5 Records

5.5.1 Foster Youth/NMD Records

CONTRACTOR shall prepare and maintain accurate and complete records on each Foster Youth/NMD served under the terms of this Contract in a form acceptable to ADMINISTRATOR. In addition to the records required to be maintained by CCR, ILS Section 87070 and Title 22 CCR, CONTRACTOR shall also maintain the following information in Foster Youth's/NMD's case files:

5.5.1.1 Initial and monthly CFT reports;

5.5.1.2 HEP Encounter Forms;

5.5.1.3 Records of medical/dental visits and treatment, including a copy of a physical health checkup or its equivalent, that is less than one (1) year old; and

5.5.1.4 Written approval for bed hold, when applicable.

5.5.2 Upon rejection of a referral of Foster Youth's NMD's placement,

CONTRACTOR shall immediately destroy Foster Youth's/NMD's documents and files furnished by COUNTY.

5.5.3 Upon termination of Foster Youth's/NMD's placement, CONTRACTOR shall follow records policies pursuant to Paragraph 25 and Subparagraphs 36.2 and 41.2 of this Contract.

5.5.4 House Log Book

Each STRTP location shall maintain a chronological daily log record of the following:

5.5.4.1 Population count;

5.5.4.2 Visitors;

5.5.4.3 Special incidents/problems;

5.5.4.4 Restraints and law enforcement contacts;

5.5.4.5 Group and individual activities, including participants in therapeutic treatment and length of time of treatment activities;

5.5.4.6 Significant reactions, including, but not limited to, emotional outbursts, aggressive or violent behaviors, and/or self-injurious behaviors of Foster Youth/NMD;

5.5.4.7 Furloughs or other off-grounds trips by Foster Youth/NMD; and

5.5.4.8 Staff on duty, including dates and times staff enter and leave facility.

5.5.5 Visitors Log Book

5.5.5.1 Each STRTP location shall maintain a separate Visitor Sign-In/Sign-Out log.

5.5.5.2 CONTRACTOR shall retain the Visitors Log Book for a minimum of five (5) years from date of final payment under this Contract or until all pending COUNTY, State and federal audits are completed, whichever is later.

6. SERVICE REQUIREMENTS

CONTRACTOR shall provide the following services:

6.1 Specialty Mental Health Services

6.1.1 Provide specialty mental health services to Foster Youth/NMDs in

accordance with CONTRACTOR's approved plan of operation and Program Statement.

- 6.1.2 Provide a mental health program approved by the CDHCS or from a delegated county Mental Health Plan.
- 6.1.3 Provide specialty mental health and additional treatment services for Foster Youth/NMDs who meet medical necessity criteria for specialty mental health services under the Medi-Cal EPSDT Program, as described in Title 9, CCR Chapter 11, Section 1830.210.
- 6.1.4 Ensure that psychiatric needs of a Foster Youth/NMD are met in accordance with the Medi-Cal program and CCLD regulations to the extent that funding and services are available.
- 6.1.5 Ensure provision of mental health services to Foster Youth/NMDs, including, but not limited to:
 - 6.1.5.1 Individual, collateral, and/or group therapy;
 - 6.1.5.2 Family therapy, when applicable;
 - 6.1.5.3 Assessment for substance use treatment services;
 - 6.1.5.4 Crisis intervention;
 - 6.1.5.5 Case management;
 - 6.1.5.6 Psychiatric evaluation; and
 - 6.1.5.7 Psychotropic medication management.
- 6.1.6 Provide assistance in locating and referring Foster Youth/NMDs to Day Rehabilitation, Day Treatment Intensive, Crisis Stabilization, and Therapeutic Behavioral Services, when recommended by the CFT and/or required by the NSP or treatment plan.
- 6.1.7 Provide individual and/or group counseling to Foster Youth/NMD, consistent with the NSP or as directed by the CFT.
 - 6.1.7.1 CONTRACTOR shall provide counseling case management services onsite at the residential facility and provide mental health crisis management support by clinical staff twenty-four (24) hours, seven (7) days a week, on-call, in-person, and by telephone.
 - 6.1.7.2 If the Foster Youth/NMD declines to attend counseling,

CONTRACTOR shall attempt to engage Foster Youth's/NMD's participation in counseling, and document engagement attempts in the Foster Youth/NMD's case record, pursuant to ILS 87070(b).

6.2 Transition Services

6.2.1 CONTRACTOR shall provide transition support services to Foster Youth/NMDs and families upon initial entry, placement changes, and to families who assume permanency through reunification, adoption, or guardianship, in accordance with ILS Sections 87078.1(a)(2), 87068.2(a) and (c), and 87068.22.

6.2.2 CONTRACTOR shall ensure that Foster Youth/NMD and his/her/their Authorized Representative have the opportunity to participate in the development of a transition plan informed by the CFT.

6.3 Family Foster Youth/NMDs Important Person Relationships

6.3.1 Collaborate with COUNTY to encourage Foster Youth's/NMD's relationship with family members and/or other individuals who are important to a Foster Youth/NMD, with the knowledge and concurrence of the assigned Social Worker/Probation Officer as indicated in the Foster Youth's/NMD's permanency plan.

6.3.2 Assist COUNTY personnel and/or COUNTY's Family Finding and Engagement (FFE) contracted staff to help identify, research, and connect Foster Youth to parties identified as Important Persons by the CFT and cleared through COUNTY. This includes, but is not limited to, social media searches, facilitation of phone contact, monitoring visitation, or other means as outlined and approved by COUNTY.

6.3.3 Keep record of family and NREFM contacts, or any other significant relationship connections or Important Persons relevant to reunification and permanency.

6.4 Education, Physical, Behavioral, Mental Health, and Extracurricular Supports

6.4.1 Provide educational, physical, behavioral, and mental health supports, including extracurricular activities and social supports, in accordance with Title 22 CCR, ILS Sections 87067, 87068.2, 87068.22, 87072, 87078,

87078.1 and 87079.

- 6.4.2 Facilitate the Foster Youth's/NMD's continued education at his/her/their school of origin, including providing transportation as needed, if remaining in that school is ordered by the Juvenile Court and/or recommended by the CFT, and is in the Foster Youth's/NMD's best interest in accordance with Education Code Section 48853.5(f)(1).
- 6.4.3 Provide multi-lingual services that meet the needs of Foster Youth/NMDs and families served.
- 6.4.4 CONTRACTOR shall take Foster Youth's/NMD's HEP Encounter Form and HEP to all medical and dental appointments and ensure that medical history is shared with the health care provider to update records.
 - 6.4.4.1 CONTRACTOR shall provide the health care provider with the HEP Encounter Form(s) to complete.
 - 6.4.4.2 CONTRACTOR shall submit the completed form to ADMINISTRATOR.
- 6.4.5 Adhere to COUNTY policies provided by CFS, including, but not be limited to, COUNTY policies regarding psychotropic medication and obtaining court consent for psychotropic medications in a form approved by ADMINISTRATOR.
- 6.4.6 Facilitate CFT meetings for each Foster Youth/NMD at least monthly and in compliance with State requirements. CONTRACTOR shall document and provide a summary of CFT meeting to the Foster Youth/NMD's Social Worker and/or Probation Officer within five (5) business days from the commencement of the CFT meeting.
- 6.5 Transition to Adulthood Services
 - 6.5.1 CONTRACTOR shall provide activities designed to support transition-age Foster Youth/NMD in achieving a successful adulthood, in accordance with ILS Sections 87022(c) (11), 87068.2, 87068.22(b) and (c), and 87078.1.
- 6.6 Transitional Planning Services Program (TPSP)
 - 6.6.1 CONTRACTOR shall collaborate with SSA's TPSP/Independent Living Program (ILP) and SSA's contracted Emancipation/ILP service provider(s)

to meet the service goals set forth in each Foster Youth's/NMD's TILP.

6.6.2 Provide transportation for Foster Youth/NMD to and from all TPSP related activities, as required by ADMINISTRATOR, and when necessary, provide supervision for three (3) or more Foster Youth/NMD attending the same activity.

6.7 Permanency Support Services

6.7.1 CONTRACTOR shall provide services to facilitate achieving permanency for Foster Youth/NMD in collaboration with the CFT, including family reunification, adoption or guardianship, and efforts to maintain or establish relationships with parents, siblings, extended family members, tribes, or other Important Persons to the Foster Youth/NMD, as appropriate and identified in the NSP, and in accordance with ILS Sections 87068.2, 87078, 87078.1 and 87079.

6.8 Indian Child Services

6.8.1 CONTRACTOR shall ensure that Indian Foster Youth/NMDs receive core services and support, in accordance with the Federal Indian Child Welfare Act. These services shall be in the best interests of Indian Foster Youth/NMDs, including Culturally Responsive, child-centered practices that respect Native American history, culture, retention of tribal membership, and connection to the tribal community and traditions.

6.9 Clothing

6.9.1 Provide an ongoing monthly clothing allowance of no less than seventy-five dollars (\$75.00) per Foster Youth/NMD, to be used to purchase new clothing necessary to meet the Foster Youth's/NMD's basic needs in a manner appropriate to his/her age, social environment, and daily activities.

6.9.2 Ensure the Foster Youth/NMD has a minimum of a five (5) day supply of clothing upon Intake. If a Foster Youth/NMD enters the facility with less than a five (5) day supply, CONTRACTOR shall supply the minimum clothing requirements.

6.9.3 Provide the ongoing monthly clothing allowance thirty (30) days after placement and every month thereafter.

- 6.9.4 Document all clothing purchases and retain receipts in Foster Youth's/NMD's case file.
 - 6.9.5 Conduct and document inventory of Foster Youth's/NMD's clothing and personal property at the time of placement and when Foster Youth/NMD transitions out of placement. Inventory documentation will be maintained in the Foster Youth's/NMD's case file.
- 6.10 Personal Property
- 6.10.1 Permit all Foster Youth/NMD to take their clothing, cash resources, reserved clothing allowance, personal property, and valuables with them when placement is terminated.
 - 6.10.2 If the Foster Youth/NMD is unable to take the above items upon placement termination, CONTRACTOR shall immediately store Foster Youth/NMD's clothing and personal property separately and securely for a maximum period of thirty (30) days, after which it shall be delivered to the Foster Youth's/NMD's Social Worker/Probation Officer.
 - 6.10.3 At placement termination, CONTRACTOR shall provide an appropriate method of transport for clothing and personal property, such as luggage or canvas-type duffel bags (not trash or paper/plastic bags).
 - 6.10.4 Provide a copy of the final inventory at termination to ADMINISTRATOR and/or receiving party.
 - 6.10.5 Provide a list of items removed from Foster Youth/NMD's possession due to safety concerns or that were considered to be contraband to the Foster Youth/NMD's Social Worker/Probation Officer and mutually agree to disposition of item. Items may include, but are not limited to, large cash resources, drug paraphernalia, electronic items, etc.
- 6.11 Food and Emergency Supplies
- 6.11.1 Foster Youth/NMD shall receive an adequate and balanced diet as required by the ILS Section 87076 guidelines.
 - 6.11.2 CONTRACTOR shall maintain emergency First Aid/Earthquake supplies, as outlined in Title 22 CCR, Section 80075, and as deemed appropriate by ADMINISTRATOR.

6.11.3 CONTRACTOR shall maintain the following emergency supplies, at minimum, per Foster Youth/NMD on the premises:

6.11.3.1 One (1) week supply of staple nonperishable foods;

6.11.3.2 Two (2) day supply of fresh perishable foods; and

6.11.3.3 A minimum five (5) day supply of at least one (1) gallon of water per day.

6.12 Minimum Allowances

6.12.1 Each Foster Youth/NMD shall be provided with a minimum allowance as set forth below no less frequently than once a week and such allowance shall be documented in each Foster Youth's/NMD's case file. Receipt of such allowance shall be initialed by Foster Youth/NMD.

Age	Weekly Allowance Rate
5 years	\$5.00
6 years	\$6.00
7 years	\$7.00
8 years	\$8.00
9 years	\$9.00
10 years	\$10.00
11 years	\$11.00
12 years	\$12.00
13 years	\$13.00
14 years	\$14.00
15 years	\$15.00
16 years	\$16.00
17 years	\$17.00
18 years	\$18.00
19+ years	\$19.00

6.13 Safeguards for Cash Resources, Personal Property and Valuables

6.13.1 CONTRACTOR shall assist each Foster Youth/NMD in keeping cash resources, personal property, and valuables separate and intact in accordance with Title 22 CCR, Section 80026.

6.13.2 CONTRACTOR shall maintain accurate records of cash resources, personal property, and valuables.

6.13.3 In the event that Foster Youth/NMD is employed, CONTRACTOR shall

assist Foster Youth/NMD in setting up a bank account in accordance with ILS Section 87072(c)(11), to the satisfaction of the Foster Youth's/NMD's Social Worker/Probation Officer. Foster Youth's/NMD's funds shall not be commingled with CONTRACTOR's funds or petty cash.

6.13.4 CONTRACTOR shall develop a system for monitoring Foster Youth's bank funds for accounts where CONTRACTOR's staff has authority to access account. Such system should include:

6.13.4.1 A monthly, two (2) party verification process to safeguard funds of the Foster Youth's banking accounts from deposits or withdrawals not authorized by Foster Youth.

6.13.4.2 Verification of monitoring and authorized signatures.

6.13.4.3 Account records shall be retained in CONTRACTOR's case record maintained for the Foster Youth/NMD.

6.14 Transportation

6.14.1 CONTRACTOR shall provide transportation for Foster Youth/NMD as required or approved by ADMINISTRATOR, including, but not limited to:

6.14.1.1 Transport to court appearances upon receiving Notice of Hearing;

6.14.1.2 Visitation appointments;

6.14.1.3 School (including school of origin, as ordered by the Court and/or recommended by the CFT);

6.14.1.4 Medical or therapeutic appointments;

6.14.1.5 Extracurricular activities; and

6.14.1.6 Other activities as informed by Foster Youth's/NMD's CFT.

6.14.2 CONTRACTOR shall notify assigned Social Worker/Probation Officer or Authorized Representative if Foster Youth/NMD utilizes any form of transportation not provided by CONTRACTOR.

6.14.3 CONTRACTOR shall not utilize taxi cabs or other ridesharing services such as Uber or Lyft, unless approved by assigned Social Worker/Probation Officer.

6.15 Drug Testing

6.15.1 CONTRACTOR shall collaborate with the Foster Youth's/NMD's Social

Worker and/or Probation Officer if drug testing of a Foster Youth/NMD is deemed by the Juvenile Court to be necessary.

6.15.2 CONTRACTOR shall not perform drug testing of Foster Youth/NMD placed in CONTRACTOR's facility by COUNTY without Juvenile Court authorization or parental consent.

6.16 Notice of Request for Change of Placement

6.16.1 CONTRACTOR shall provide written notice to COUNTY at least fourteen (14) calendar days prior to a Foster Youth's/NMD's placement change.

6.16.1.1 Written notice shall be on CONTRACTOR's letterhead.

6.16.1.2 Written notice shall include steps and efforts taken to maintain placement.

6.16.1.3 Written notice shall provide detailed explanation for the need to change placement.

6.16.2 A CFT meeting shall be conducted prior to any placement change, planned or unplanned. CONTRACTOR shall attend and participate in any CFT meetings resulting from a Foster Youth's/NMD's placement change/removal.

6.16.3 CFT meetings regarding placement change shall be conducted by a facilitator and in a location determined by ADMINISTRATOR.

6.17 Removal or Transfer of Foster Youth/NMD

6.17.1 COUNTY may remove, with or without stating cause, any or all Foster Youth/NMD placed with CONTRACTOR.

6.18 Law Enforcement Contact

6.18.1 If CONTRACTOR contacts law enforcement officials regarding any issue related to the provision of services under this Agreement, CONTRACTOR shall immediately telephone Foster Youth's/NMD's Social Worker/Probation Officer and STRTP Program Manager, or designee to provide a verbal report.

6.18.2 CONTRACTOR shall follow the verbal report with the submission of a written Special Incident Report of the issue involving law enforcement, in a form approved by ADMINISTRATOR, to Foster Youth's/NMD's Social

Worker/Probation Officer and STRTP Program Manager, or designee, and CFS STRTP Liaison/Probation Monitor.

6.18.2.1 CONTRACTOR shall submit the Special Incident Report within three (3) calendar days of the incident via the Secured Foster Youth Information Database (FYI system), or FAX to (714) 935-7725 if FYI system is unavailable for Foster Youth/NMDs involved with Probation Department.

6.18.2.2 ADMINISTRATOR may request CONTRACTOR to send Special Incident Reports to additional designees, as deemed appropriate by ADMINISTRATOR.

7. **FACILITIES**

7.1 CONTRACTOR shall provide facility location(s) to ADMINISTRATOR.

7.2 CONTRACTOR shall provide facilities with a capacity for providing residential services to Foster Youth/NMDs and accommodations for staff, in accordance with CCLD requirements and each facility's CCLD license.

7.3 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.

8. **REPORTING REQUIREMENTS**

CONTRACTOR shall collect data, maintain records, and provide information and reports related to the services provided under this Contract and mandated by County, State and Federal Governments. CONTRACTOR shall provide records and reports as requested by ADMINISTRATOR, in a form approved by ADMINISTRATOR. CONTRACTOR shall include all data and reports required to track and report progress on goals and outcomes as stated in Paragraph 3 of this Attachment A. ADMINISTRATOR may modify the provisions of this Paragraph 8 upon written notice to CONTRACTOR. Reports shall include, but are not limited to, the following:

8.1 Needs and Services Plan

8.1.1 CONTRACTOR shall develop the NSP in partnership with all of the Foster Youth's/NMD's treatment providers, including CONTRACTOR's Social Worker and Foster Youth's/NMD's family as appropriate, within the first

thirty (30) days of placement.

- 8.1.2 CONTRACTOR shall place a copy of the NSP, signed by all applicable parties, in the Foster Youth's/NMD's file.
 - 8.1.3 CONTRACTOR shall provide a signed electronic or hard copy of the NSP to the Foster Youth's/NMD's Social Worker/Probation Officer within seven (7) calendar days of completion.
 - 8.1.4 The NSP shall identify the Foster Youth's/NMD's strengths and progress, including specific steps needed for Foster Youth/NMD to move to Lower Level of Care of a family setting.
 - 8.1.5 The NSP shall be based on information specified in ILS Section 87070, in compliance with ILS 87068.2 and 87068.22.
 - 8.1.6 CONTRACTOR shall review, update and submit the NSP with signatures to ADMINISTRATOR monthly, unless otherwise specified. The monthly review may be conducted at CONTRACTOR's facility with Foster Youth's/NMD's Social Worker/Probation Officer and CONTRACTOR.
 - 8.1.7 All approvals for the Foster Youth/NMD to be off-site, unsupervised shall be written into the Foster Youth's/NMD's NSP and signed and approved by the Foster Youth's/NMD's assigned Social Worker/Probation Officer prior to leave.
 - 8.1.8 All approvals for Foster Youth/NMD to serve restitution, have funding to be withheld for safety purposes, and/or have personal electronic devices withheld, shall be written into the NSP and signed and approved by the Foster Youth's/NMD's assigned Authorized Representative.
- 8.2 Mental Health Progress Notes
- 8.2.1 Mental health progress notes shall be completed daily, whenever there is a significant change in Foster Youth/NMD's condition or behaviors, or a significant event involving the Foster Youth/NMD occurs.
 - 8.2.2 Mental health progress notes will be utilized to update the Foster Youth/NMD's NSP accordingly.
- 8.3 Quarterly Evaluation of Foster Youth/NMD
- 8.3.1 CONTRACTOR shall submit ongoing written evaluations on each Foster

Youth/NMD to Foster Youth's/NMD's Social Worker/Probation Officer on a quarterly basis, to be submitted within seven (7) calendar days following the quarterly reporting period. These evaluations shall include, but not be limited to:

- 8.3.1.1 Updates for the Foster Youth/NMDs NSP as specified in Title 22 CCR, ILS Sections 87068.2 and 87068.22.
- 8.3.1.2 Progress toward accomplishing the goals, strategies, and outcome objectives described in Paragraph 3 of this Attachment A.
- 8.3.1.3 Foster Youth's/NMD's progress toward accomplishing his/her long-range goal(s), short-term objectives, tasks, and placement in a family setting.
- 8.3.1.4 Identification of the Foster Youth's/NMD's areas of strength and concern.
- 8.3.1.5 Identification of service needs of the Foster Youth's/NMD's family and the plan for permanency.
- 8.3.1.6 Identification of Foster Youth's/NMD's unmet needs, and CONTRACTOR's recommendations and efforts made to meet these needs.
- 8.3.1.7 Updated assessment of Foster Youth's/NMD's adjustment/acclimation to CONTRACTOR's facility, program, peers, school, and staff.
- 8.3.1.8 Updated assessment of the Foster Youth's/NMD's progress towards transitional planning/independent living goals, if applicable.
- 8.3.1.9 Current status of Foster Youth's/NMD's physical and psychological health, and a report of medical and mental health care received, and medication(s) administered.
- 8.3.1.10 Modification of the treatment plan, anticipated length of placement, and any barriers to permanency.
- 8.3.1.11 A record of any serious behavioral problems and how these problems were treated, as well as the Foster Youth's/NMD's

response to treatment.

8.3.1.12 A record of parental contacts, conferences and visits; contacts with relatives, friends, and significant others, so far as they are made known, other FFE efforts, and any significant reactions thereto openly displayed by Foster Youth/NMD.

8.3.1.13 The dates of contacts with Foster Youth's/NMD's Social Worker/Probation Officer during the quarter. This part of the report shall include the number of visits to Foster Youth/NMD, as well as phone calls placed and received.

8.3.1.14 The dates of contacts with substance abuse treatment professionals and other mental health professionals during the quarter.

8.3.1.15 Summary of Foster Youth's/NMD's current educational progress.

8.3.2 CONTRACTOR shall also make available to Foster Youth's/NMD's Social Worker/Probation Officer copies of any pertinent information utilized for the quarterly evaluation, including, school reports, medical reports, and psychological/psychiatric reports, as completed.

8.4 Performance Outcomes Report

8.4.1 CONTRACTOR shall submit a performance outcomes report to the STRTP Program Manager on an annual basis or as determined by ADMINISTRATOR, in a format approved by ADMINISTRATOR. Data elements for each reporting cycle shall include, but not be limited to, the following:

8.4.1.1 Number of Foster Youth/NMDs served at the beginning, transitioned during, and at the end of the reporting cycle;

8.4.1.2 Age range of Foster Youth/NMDs served;

8.4.1.3 Number of placement admissions;

8.4.1.4 Number of Foster Youth/NMD discharged, including reason for discharge;

8.4.1.5 Upon discharge, the type of placement Foster Youth/NMD transitioned to and location; and

8.4.1.6 Breakdown of educational options utilized (i.e., school of origin,

public school, non-public school, continuation/access schools, and adult education/college courses).

8.4.2 CONTRACTOR shall submit the annual performance outcomes report by the tenth (10th) calendar day of the month following the reporting period. The reporting period is July through June.

8.4.3 CONTRACTOR shall submit a similar report for Foster Youth/NMD referred by the Probation Department to their Administrative Placement Monitoring and Investigations Unit Supervisor.

8.5 Unauthorized Absence Reports

8.5.1 An unauthorized absence is defined as an event when a Foster Youth's/NMD's whereabouts are unknown by CONTRACTOR's staff or when a Foster Youth/NMD has run away from placement.

8.5.2 In the case of an unauthorized absence, CONTRACTOR shall immediately telephone Foster Youth's/NMD's Social Worker, Foster Youth's/NMD's Probation Officer when applicable, the local law enforcement agency, CCLD, and Foster Youth's/NMD's parents/guardians.

8.5.3 CONTRACTOR shall make direct person-to-person contact with the Social Worker/Probation Officer or their designee and provide written notification of the unauthorized absence within twenty-four (24) hours of the absence to the Social Worker/Probation Officer.

8.5.4 CONTRACTOR shall submit the written incident report to Foster Youth's/NMD's Social Worker/Probation Officer within twenty-four (24) hours of the absence via the Foster Youth Information Database (CFS) and (714) 935-7725 (Probation Department). CONTRACTOR shall submit a copy of this written report to the SSA STRTP Liaison, STRTP Program Manager, or designee, and Probation Department's STRTP Liaison/Probation Monitor.

8.5.5 If Foster Youth/NMD returns voluntarily, CONTRACTOR shall immediately notify the Foster Youth's/NMD's Social Worker/Probation Officer, STRTP Program Manager, the local law enforcement agency, CCLD, Foster Youth's/NMD's parents/guardians and, as appropriate, the

Foster Youth's/NMD's mental health and/or physical health provider.

- 8.5.6 Following the Foster Youth's/NMD's return, CONTRACTOR shall provide an evaluation for Foster Youth/NMD emphasizing the significance of their absence and appropriate follow-up intervention. Discussions resulting from the evaluation shall be documented in Foster Youth's/NMD's record and information provided to the Foster Youth's/NMD's Social Worker/Probation Officer.
- 8.5.7 In the event of an unauthorized absence, CONTRACTOR shall notify ADMINISTRATOR's designee, as outlined in Subparagraph 8.5.2 of this Attachment A. CONTRACTOR agrees to return the Foster Youth/NMD to CONTRACTOR's care, except under the following circumstances:
- 8.5.7.1 CONTRACTOR and ADMINISTRATOR agree there is an imminent safety risk for the Foster Youth/NMD or the program should he/she/they be returned.
- 8.5.7.2 CONTRACTOR has been notified that the bed has been closed, at the discretion of ADMINISTRATOR.
- 8.5.7.3 The Foster Youth/NMD has exceeded the duration of ADMINISTRATOR's authorized bed hold or was absent more than fourteen (14) cumulative days within the month.
- 8.5.8 In the event that a fourteen (14) day placement change notice has been requested by CONTRACTOR and the Foster Youth/NMD returns within the fourteen (14) day period and the bed has not been closed, CONTRACTOR agrees to return the Foster Youth/NMD to CONTRACTOR's care until a CFT meeting can be facilitated.
- 8.5.9 If the Foster Youth/NMD has not returned prior to the completion of the fourteen (14) day notice period, CONTRACTOR is not obligated to take the Foster Youth/NMD back to the facility and the bed will be closed. ADMINISTRATOR will then assume responsibility for securing alternative placement arrangements for the Foster Youth/NMD.
- 8.5.10 CONTRACTOR shall participate in a CFT meeting upon the request of ADMINISTRATOR when the Foster Youth/NMD returns, to provide

information relevant to determining appropriate placement options.

8.5.11 CONTRACTOR shall maintain records of unauthorized absences in Foster Youth's/NMD's record.

8.5.12 CONTRACTOR shall maintain and secure Foster Youth's/NMD's possessions in the event of an unauthorized absence.

8.6 Special or Unplanned Incident Reports

8.6.1 Serious Illness, Accident/Injury, or Death

CONTRACTOR shall immediately telephone Social Worker and Probation Officer, if the Foster Youth/NMD has one, or official designee in case of their absence, and make direct person-to-person contact upon becoming aware of any serious illness, accident/injury, hospitalization, or death of a Foster Youth/NMD in CONTRACTOR's care. If the Social Worker or designees are unavailable, CONTRACTOR shall notify Orangewood Children and Family Center (OCFC) Intake Services at (714) 935-7080. In the event Probation Officer or designees are unavailable, CONTRACTOR shall notify Custody Intake at (714) 935-7632. In the case of death, CONTRACTOR shall also notify local law enforcement. CONTRACTOR shall follow the verbal report with the submission of an electronic Special Incident Report via the online FYI system within one (1) business day of such serious illness, accident/injury, hospitalization, or death occurs. In the event the FYI system is not available, CONTRACTOR shall submit the Special Incident Report via facsimile within one (1) business day of the incident to avoid delay. Standard protocol shall resume once the FYI system becomes available. CONTRACTOR shall provide Probation Officer a written report or via electronic/facsimile for incidents involving placements for Probation Department. The verbal and electronic/facsimile reports shall include, but not be limited to:

8.6.1.1 Name of the Foster Youth/NMD;

8.6.1.2 Date of serious illness, accident/injury or death;

8.6.1.3 Nature of the illness/injury or the circumstances of the death;

8.6.1.4 Name or names of CONTRACTOR's officers, employees or

agents with knowledge of the event;

8.6.1.5 Name of the attending physician;

8.6.1.6 Name of the hospital; and

8.6.1.7 When applicable, the police report number, name of the police agency handling the incident, date of the police report, Foster Youth's race and ethnicity, and a summary of the circumstances.

8.6.2 Other Special Incidents

CONTRACTOR shall immediately telephone the Foster Youth's/NMD's Social Worker and Probation Officer, if the Foster Youth/NMD has one, and STRTP Program Manager, or designee, and make contact if any of the following occurs:

8.6.2.1 Assault;

8.6.2.2 Medication errors, including mis-administered medication(s) and missed medication(s);

8.6.2.3 Foster Youth/NMD refused medication;

8.6.2.4 Accident/Minor injury;

8.6.2.5 Self-injury;

8.6.2.6 Sexual activity;

8.6.2.7 Suspension from school;

8.6.2.8 Unauthorized school absences;

8.6.2.9 Contraband of illegal substance and/or weapons;

8.6.2.10 Law enforcement intervention and/or arrest;

8.6.2.11 Property damage and or vandalism;

8.6.2.12 Personal rights complaint; and

8.6.2.13 Any behavior or activities by any CONTRACTOR's volunteers or personnel while on duty which substantially disrupts activities within CONTRACTOR's facility and jeopardizes the status, safety, or health of a Foster Youth/NMD placed by COUNTY.

8.6.3 CONTRACTOR shall follow the verbal report with the submission of a written Special Incident Report, in a form approved by ADMINISTRATOR, to Foster Youth's/NMD's Social Worker/Probation

Officer and STRTP Program Manager, or designee, and STRTP Liaison/Probation Monitor. Report shall be submitted within three (3) calendar days of the incident via the Foster Youth Information Database (CFS) and (714) 935-7725 (Probation Department).

8.6.4 ADMINISTRATOR may, at his/her sole discretion, add, delete, waive or otherwise modify individual reporting requirements as stated in Subparagraph 8.6 of this Attachment A.

8.7 Transition Determination Plan

8.7.1 CONTRACTOR shall submit a written closing summary report within five (5) calendar days prior to Foster Youth/NMD transitioning from STRTP, as outlined in CDSS/CCLD ILS STRTP Regulations, to Foster Youth/NMD's assigned Social Worker and/ or Probation Officer. The Transition Determination Plan shall include, but not be limited to:

8.7.1.1 Records of monies (i.e., savings) owed to the Foster Youth/NMD upon discharge; and

8.7.1.2 An inventory of Foster Youth/NMD's personal property and clothing released to Foster Youth/NMD.

8.7.2 Upon Foster Youth/NMD's discharge, CONTRACTOR shall provide the assigned Social Worker/Probation Officer written documentation of Foster Youth's/NMD's medical and dental appointments, and follow-up care, including all medication that was prescribed to the Foster Youth/NMD.

9. MEETINGS

9.1 Child and Family Team Meeting

9.1.1 CONTRACTOR shall attend CFT meetings and actively provide input and feedback on the Foster Youth/NMD.

9.2 Interagency Placement Committee

9.2.1 CONTRACTOR shall attend IPC meetings to provide input to COUNTY and other stakeholders regarding youth transitioning from the STRTP to a lower level of care, when applicable.

9.3 STRTP Forum

9.3.1 CONTRACTOR's staff shall attend quarterly Contractors' Forum meetings

and any other STRTP meetings scheduled by ADMINISTRATOR.

10. UTILIZATION REVIEW

- 10.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at least annually to review and evaluate a random selection of Foster Youth/NMD 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 ADMINISTRATOR and may include both open and closed cases.
- 10.2 ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR's facility location(s) referenced in Paragraph 7 of this Attachment A, with date and time determined at ADMINISTRATOR's discretion. ADMINISTRATOR 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.
- 10.3 In the event CONTRACTOR, ADMINISTRATOR and COUNTY's CFS staff representatives and/or ADMINISTRATOR'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 CFS for final resolution. Nothing in this subparagraph shall affect COUNTY's termination rights under Paragraph 41 of this Contract.

11. STAFFING REQUIREMENTS

- 11.1 CONTRACTOR shall provide qualified staff to operate and maintain the program in accordance with ILS Section 87065 et seq.
- 11.2 To the extent allowable under the law, CONTRACTOR shall provide same gender supervision during overnight shifts as a best practice. Whenever possible, CONTRACTOR shall provide only female staff members in a female STRTP home and only male staff members in a male STRTP home during overnight shifts.
- 11.3 CONTRACTOR staff shall appear and testify at Juvenile Court hearings, as requested by SSA.
- 11.4 CONTRACTOR shall notify ADMINISTRATOR within ten (10) calendar days of any staff changes, including, but not limited to, changes in Facility Administrator, Head of Service, and/or unexpected changes in Foster Youth/NMD's Mental

Health Clinician that could impact Foster Youth/NMD's therapeutic treatment.

11.5 Staff Records

11.5.1 CONTRACTOR shall maintain and retain records on each employee and volunteer as required by Title 22 CCR, Section 80066 and ILS Section 87066. Such records shall include, but not be limited to, fingerprint clearances, Child Abuse Index clearances, employees' original employment applications, and any other records required by Paragraphs 26 and 27 of this Contract.

12. TRAINING

12.1 CONTRACTOR shall maintain compliance with requirements for personnel training pursuant to ILS Sections 87065.1 and 87095.65, and any additional training determined to be mandatory by COUNTY, including, but not limited to, annual Child Abuse and Dependent/Elder Abuse Reporting trainings and trainings held at STRTP Forums. CONTRACTOR shall conduct subsequent training(s) for its staff, and shall:

12.1.1 Provide ongoing staff training and assistance to ensure that all assignments are effectively handled;

12.1.2 Ensure all staff complete special medical care training when deemed necessary, to facilitate placement and supervision of Foster Youth/NMDs with specified medical conditions; and

12.1.3 Ensure that staff participate in trainings related to the Health Insurance Portability and Accountability Act and confidentiality.

13. QUALITY ASSURANCE/QUALITY CONTROL

13.1 CONTRACTOR shall develop and utilize a comprehensive continuous quality improvement (CQI) plan in accordance with ILS Section 87081, to monitor the level of program service and quality.

13.2 CONTRACTOR shall submit to ADMINISTRATOR a copy of any new or revised CQI plan upon Contract start date and when changes occur.

14. COUNTY RESPONSIBILITIES

COUNTY shall:

14.1 Provide consultation and technical assistance and will monitor performance of CONTRACTOR in meeting the terms of this Contract, as permitted by CCLD.

14.2 Provide assistance with emergencies. Emergency after hours telephone numbers are:

SSA/Orangewood Children and Family Center:

(714) 935-7171

Probation Department/Juvenile Hall:

(714) 935-6660

15. OUTSIDE CONTACTS

CONTRACTOR shall:

15.1 Immediately inform COUNTY upon receiving any inquiry from an elected official, their representative, Foster Youth/NMD advocate, or the press, and immediately provide information in order to permit COUNTY to respond.

15.2 Consult with COUNTY prior to initiating and/or responding to contact with a Foster Youth/NMD advocate or the press.

15.3 Consult with COUNTY prior to initiating and/or responding to contact with an Orange County elected official or their representative.

ATTACHMENT B**COUNTY OF ORANGE INFORMATION TECHNOLOGY SECURITY PROVISIONS**

All Contractors with access to County data and/or systems shall establish and maintain policies, procedures, and technical, physical, and administrative safeguards designed to (i) 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, (ii) protect against any threats or hazards to the security or integrity of County data, systems, or other confidential information, (iii) protect against unauthorized access, use, or disclosure of personal or County confidential information, (iv) maintain reasonable procedures to prevent, detect, respond, and provide notification to the County regarding any internal or external security breaches, (v) 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 (vi) 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.

- 1. County of Orange Information Technology Security Guidelines:** County of Orange security standards follows 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 Guidelines](#) ("Security Guidelines"), as existing or modified, that pertain to Contractor in connection with the Services performed by Contractor as set forth in the scope of work of this Contract. Any violations of such Security Guidelines shall, in addition to all other available rights and remedies available to County, be cause for immediate termination of this Contract. Such Security Guidelines include, but are not limited to this Attachment.

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.

- 2.** 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.
- 3. Information Access:** 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.

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.

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.

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.

- 4. Data Security Requirements:** 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).

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.

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.

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.

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.

- 5. 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.
- 6. General Security Guidelines:** 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.

7. **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.
8. **Security Breach Notification:** 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).

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.

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 twelve (12) months following the date of notification to such individuals.

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:

Andrew Alipanah, MBA, CISSP
Chief Information Security Officer
1055 N. Main St., 6th Floor
Santa Ana, CA 92701
Phone: (714) 567-7611
Andrew.Alipanah@ocit.ocgov.com

Linda Le, CHPC, CHC, CHP
County Privacy Officer
1055 N. Main St., 6th Floor
Santa Ana, CA 92701
Phone: (714) 834-4082
Linda.Le@ocit.ocgov.com

County of Orange
Social Services Agency
Contracts Services
500 N. State College Blvd, Suite 100
Orange, CA 92868
714-541-7785
Karen.Vu@ssa.ocgov.com

- 9. Security Audits:** 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).

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 sixty (60) calendar days of such audit or assessment. Contractor will provide a copy of the audit report to County within thirty (30) days after Contractor's receipt of request for such report(s).

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.

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.

10. Business Continuity and Disaster Recovery (BCDR):

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.

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.

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

STATE PRIVACY AND SECURITY PROVISIONS

1. DEFINITIONS

For the purpose of this Agreement, the following terms mean:

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

2. PRIVACY AND CONFIDENTIALITY

- a. The County staff, contractors, subcontractors and vendors, covered by this Agreement may use or disclose PII only as permitted in this Agreement and only to assist in the administration of programs in accordance with 45 CFR § 205.50 et. seq and Welfare and Institutions Code section 10850, and Section 14100.2 of the Welfare and Institutions Code, Section 431.300 et. Seq. of Title 42 Code of Federal Regulations, or as authorized or required by law. Disclosures, which are authorized or required by law, such as a court order, or are made with the explicit written authorization of the individual, who is the subject of the PII, are allowable. Any other use or disclosure of PII requires the express approval in writing by County of Orange. No Contractor Staff shall duplicate, disseminate or disclose PII except as allowed in this Agreement.
- b. Pursuant to this Agreement, Contractor Staff may only use PII to perform administrative functions related to administering their respective programs.
- c. Access to PII shall be restricted to Contractor Staff who need to perform their official duties to assist in the administration of their respective programs.
- d. Contractor Staff who access, disclose or use PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

3. PERSONNEL CONTROLS

The County agrees to advise Contractor Staff, who have access to PII, of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the Contractor shall implement the following personnel controls:

- a. **Employee Training.** Train and use reasonable measures to ensure compliance with the requirements of this Agreement by Contractor Staff, including, but not limited to:
 - i. Provide initial privacy and security awareness training to each new Contractor Staff within thirty (30) days of employment and;
 - ii. Thereafter, provide annual refresher training or reminders of the privacy and security safeguards in this Agreement to all Contractor Staff. Three (3) or more security reminders per year are recommended;
 - iii. Maintain records indicating each Contractor Staff's name and the date on which the privacy and security awareness training was completed;
 - iv. Retain training records for a period of three (3) years after completion of the training.
- b. **Employee Discipline.**
 - i. Provide documented sanction policies and procedures for Contractor Staff who fail to comply with privacy policies and procedures or any provisions of these requirements.
 - ii. Sanction policies and procedures shall include termination of employment when appropriate.

- c. **Confidentiality Statement.** Ensure that all Contractor Staff, accessing, using or disclosing PII, sign a confidentiality statement (provided by the County). The statement shall be signed by Contractor staff prior to accessing PII and annually thereafter. Signatures may be physical or electronic. The signed statement shall be retained for a period of three (3) years. The statement shall include at a minimum:
- i. General Use;
 - ii. Security and Privacy Safeguards;
 - iii. Unacceptable Use; and
 - iv. Enforcement Policies.
- d. **Background Screening.**
- i. Conduct a background screening of a Contractor Staff before they may access PII.
 - ii. The background screening should be commensurate with the risk and magnitude of harm the employee could cause. More thorough screening shall be done for those employees who are authorized to bypass significant technical and operational security controls.
 - iii. The Contractor shall retain each Contractor Staff's background screening documentation for a period of three (3) years following conclusion of employment relationship.

4. **MANAGEMENT OVERSIGHT AND MONITORING**

To ensure compliance with the privacy and security safeguards in this Agreement the County shall perform the following:

- a. Conduct periodic privacy and security reviews of work activity by Contractor Staff, including random sampling of work product. Examples include, but are not limited to, access to case files or other activities related to the handling of PII.
- b. The periodic privacy and security reviews must be performed or overseen by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of their program, and the use or disclosure of PII.

5. **INFORMATION SECURITY AND PRIVACY STAFFING**

The Contractor agrees to:

- a. Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this Agreement.
- b. Provide County with applicable contact information for these designated individuals. Any changes to this information should be reported to County within ten (10) days.

- c. Assign staff to be responsible for administration and monitoring of all security related controls stated in this Agreement.

6. **PHYSICAL SECURITY**

The Contractor shall ensure PII is used and stored in an area that is physically safe from access by unauthorized persons at all times. The Contractor agrees to safeguard PII from loss, theft, or inadvertent disclosure and, therefore, agrees to:

- a. Secure all areas of the Contractor's facilities where Contractor Staff assist in the administration of their program and use, disclose, or store PII.
- b. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
 - i. Properly coded key cards
 - ii. Authorized door keys
 - iii. Official identification
- c. Issue identification badges to Contractor Staff.
- d. Require Contractor Staff to wear these badges where PII is used, disclosed, or stored.
- e. Ensure each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- f. Ensure there are security guards or a monitored alarm system at all times at the Contractor facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed or stored. Video surveillance is recommended.
- g. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only authorized Contractor Staff. Visitors to the data center area must be escorted at all times by authorized Contractor Staff.
- h. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which have multi-use functions in one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.
- i. The Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which the Contractor Staff can transport PII, as well as the physical security requirements during transport. A Contractor that chooses

to permit its staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.

- j. The Contractor shall have policies that indicate Contractor Staff are not to leave records with PII unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- k. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

7. TECHNICAL SECURITY CONTROLS

- a. **Workstation/Laptop Encryption.** All workstations and laptops, which use, store and/or process PII, must be encrypted using a FIPS 140-2 certified algorithm 128 bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- b. **Server Security.** Servers containing unencrypted PII must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review. It is recommended to follow the guidelines documented in the latest revision of the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy Controls for Federal Information Systems and Organizations.
- c. **Minimum Necessary.** Only the minimum necessary amount of PII required to perform required business functions may be accessed, copied, downloaded, or exported.
- d. **Mobile Device and Removable Media.** All electronic files, which contain PII data, must be encrypted when stored on any mobile device or removable media (i.e., USB drives, CD/DVD, smartphones, tablets, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm 128 bit or higher, such as AES. It is encouraged, when available and when feasible, that the encryption be 256 bit.
- e. **Antivirus Software.** All workstations, laptops and other systems, which process and/or store PII, must install and actively use an antivirus software solution. Antivirus software should have automatic updates for definitions scheduled at least daily.
- f. **Patch Management.**
 - i. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
 - ii. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.

- iii. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
- iv. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.

g. User IDs and Password Controls.

- i. All users must be issued a unique username for accessing PII.
- ii. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty-four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
- iii. Passwords are not to be shared.
- iv. Passwords must be at least eight (8) characters.
- v. Passwords must be a non-dictionary word.
- vi. Passwords must not be stored in readable format on the computer or server.
- vii. Passwords must be changed every ninety (90) days or less.
- viii. Passwords must be changed if revealed or compromised.
- ix. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - x. Upper case letters (A-Z)
 - xi. Lower case letters (a-z)
 - xii. Arabic numerals (0-9)
 - xiii. Special characters (!,@,#, etc.)

h. Data Destruction. When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.

i. System Timeout. The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.

j. Warning Banners. The systems providing access to PII must display a warning banner stating, at a minimum:

- i. Data is confidential;
- ii. Systems are logged;
- iii. System use is for business purposes only, by authorized users; and
- iv. Users shall log off the system immediately if they do not agree with these requirements.

k. System Logging.

- i. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII or alters PII.
- ii. The audit trail shall:

- A. Be date and time stamped;
 - B. Log both successful and failed accesses;
 - C. Be read access only; and
 - D. Be restricted to authorized users.
- iii. If PII is stored in a database, database logging functionality shall be enabled.
 - iv. Audit trail data shall be archived for at least three (3) years from the occurrence.
- l. **Access Controls.** The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.
- m. **Transmission Encryption.**
- i. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256-bit encryption be used.
 - ii. Encryption can be end-to-end at the network level, or the data files containing PII can be encrypted.
 - iii. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.
- n. **Intrusion Prevention.** All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

8. AUDIT CONTROLS

- a. **System Security Review.**
- i. The Contractor must ensure audit control mechanisms are in place.
 - ii. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
 - iii. Reviews should include vulnerability scanning tools.
- b. **Log Reviews.** All systems processing and/or storing PII must have a process or automated procedure in place to review system logs for unauthorized access.
- c. **Change Control.** All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.

- d. **Anomalies.** When the County or DHCS suspects MEDS usage anomalies, the County will work with Contractor to investigate the anomalies and report conclusions of such investigations and remediation to California Department of Social Services (CDSS).

9. **BUSINESS CONTINUITY / DISASTER RECOVERY CONTROLS**

- a. **Emergency Mode Operation Plan.** The Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of PII kept in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than twenty-four (24) hours.
- b. **Data Centers.** Data centers with servers, data storage devices, and critical network infrastructure involved in the use, storage and/or processing of PII, must include environmental protection such as cooling, power, and fire prevention, detection, and suppression.
- c. **Data Backup and Recovery Plan.**
 - i. The Contractor shall have established documented procedures to backup PII to maintain retrievable exact copies of PII.
 - ii. The documented backup procedures shall contain a schedule which includes incremental and full backups.
 - iii. The procedures shall include storing backups offsite.
 - iv. The procedures shall ensure an inventory of backup media.
 - v. The Contractor shall have established documented procedures to recover PII data.
 - vi. The documented recovery procedures shall include an estimate of the amount of time needed to restore the PII data.
 - vii. It is recommended that the Contractor periodically test the data recovery process.

10. **PAPER DOCUMENT CONTROLS**

- a. **Supervision of Data.** The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.
- b. **Data in Vehicles.** The Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which the Contractor Staff can transport PII, as well as the physical security requirements during transport. A Contractor that chooses to permit its staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.

- c. **Public Modes of Transportation.** The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- d. **Escorting Visitors.** Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.
- e. **Confidential Destruction.** PII must be disposed of through confidential means, such as cross-cut shredding or pulverizing.
- f. **Removal of Data.** The PII must not be removed from the premises of Contractor except for identified routine business purposes or with express written permission of HHS.
- g. **Faxing.**
 - i. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
 - ii. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
 - iii. Fax numbers shall be verified with the intended recipient before sending the fax.
- h. **Mailing.**
 - i. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
 - ii. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the Contractor obtains prior written permission from HHS to use another method.

11. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this Agreement, the County agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

- a. **Initial Notice to HHS:**
 - i. The Contractor will provide initial notice to the County. The Contractor agrees to perform the following incident reporting to County.
 - ii. Immediately upon discovery of a suspected security incident that involves data provided to Contractor by County, the Contractor will notify the County by email or telephone.
 - iii. Within one working day of discovery, the Contractor will notify the County by email or telephone of unsecured PII, if that PII was, or is, reasonably believed to have been accessed or acquired by an unauthorized person, any

suspected security incident, intrusion, or unauthorized access, use, or disclosure of PII in violation of this Agreement, or potential loss of confidential data affecting this Agreement. Notice shall be made by contacting the County as provided in this agreement, including all information known at the time.

- iv. A breach shall be treated as discovered by the Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach), who is an employee, officer or other agent of the Contractor.
 - v. Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of PII, the Contractor shall take:
 - A. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
 - B. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- b. **Investigation and Investigative Report.** The Contractor shall immediately investigate breaches and security incidents involving PII. The Contractor will cooperate with the County during this investigation. Within seventy-two (72) hours of discovery, the Contractor shall provide new or updated information if available to County. The updated report shall include any other applicable information related to the breach or security incident known at that time. The Contractor shall provide status update to County on a regular basis as agreed upon.

The Contractor shall provide to County all specific and pertinent information about the Breach, including copies of any reports conducted by the Contractor or on behalf of the Contractor. The Contractor shall waive any assertion of privilege in relation to such reports. Such information and/or reports shall be provided to County without unreasonable delay and in no event later than fifteen (15) calendar days the Contractor have such information and/or report.

- c. **Complete Report.** The complete report of the investigation shall include an assessment of all known factors relevant to the determination of whether a breach occurred under applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the Information Protection Act, or other applicable law. The report shall include a Corrective Action Plan (CAP) which includes, at a minimum, detailed information regarding the mitigation measures taken to halt and/or contain the improper use or disclosure.

If County requests additional information related to the incident, the Contractor shall make reasonable efforts to provide County with such information. County will review report and determine whether a breach occurred and whether individual notification is required. County will maintain the final decision making over a breach determination.

- d. **Notifications of Individuals.** When applicable state or federal law requires notification to individuals of a breach or unauthorized disclosure of their PII, the County will make the decision to either notify clients or have the Contractor give notice. If the Contractor shall give the notice, it would be subject to the following provisions:
- i. If the cause of the breach is attributable to the Contractor or its subcontractors, agents or vendors, the Contractor shall pay any costs of such notifications, as well as any and all costs associated with the breach. If there are any questions as to whether the County or the Contractor is responsible for the breach, the County and the Contractor shall jointly determine responsibility for purposes of allocating the costs;
 - ii. All notifications (regardless of breach status) regarding the beneficiaries' PII shall comply with the requirements set forth in Section 1798.29 of the California Civil Code and Section 17932 of Title 42 of the United States Code, inclusive of its implementing regulations, including but not limited to the requirement that the notifications be made without reasonable delay and in no event, later than sixty (60) calendar days from discovery;
 - iii. The County has contractual requirement with the California Department of Social Services and California Department of Health Care Services to approve the time, manner and content of any such notifications and their review and approval shall be obtained before notifications are made. Therefore, the Contractor must provide the notifications to County to obtain review and approval prior to notifications are made. If notifications are distributed without State review and approval, secondary follow-up notifications may be required; and
 - iv. The County may elect to assume responsibility for such notification from the Contractor.
- e. **Responsibility for Reporting of Breaches when Required by State or Federal Law.** If the cause of a breach is attributable to the Contractor or its agents, subcontractors or vendors, the Contractor is responsible for all required reporting of the breach. If the cause of the breach is attributable to the County, the County is responsible for all required reporting of the breach. When applicable law requires the breach be reported to a federal or state agency or that notice be given to media outlets, DHCS (Department of Health Care Services) and CDSS (if the breach involves MEDS or SSA data), then the Contractor shall coordinate with the County to ensure such reporting is in compliance with applicable law and to prevent duplicate reporting, and to jointly determine responsibility for purposes of allocating the costs of such reports, if any.
- f. **County Contact Information.** The Contractor shall utilize the below contact information to direct all notifications of breach and security incidents to the County. The County reserves the right to make changes to the contact information by giving written notice to the Contractor. Said changes shall not require an amendment to this Agreement or any other agreement into which it is incorporated.

Social Services Agency Contact	County Privacy Officer
County of Orange Social Services Agency Contracts Services 500 N. State College Blvd, Suite 100 Orange, CA 92868 714-541-7785 Karen.Vu@ssa.ocgov.com	Linda Le, CHC, CHPC, CHP County of Orange OCIT - Enterprise Privacy & Cybersecurity 1055 N. Main St, 6th Floor Santa Ana, CA 92701 Email: privacyofficer@ocgov.com securityadmin@ocit.ocgov.com linda.le@ocit.ocgov.com Telephone: (714) 834-4082 The preferred method of communication is email, when available. Do not include any Medi-Cal PI/PII unless requested by County.

12. COMPLIANCE WITH SSA (SOCIAL SECURITY ADMINISTRATION) AGREEMENT

The County has agreed to comply with applicable privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency (CHHS), in the Information Exchange Agreement (IEA) between SSA and CDSS, and in the Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA (TSSR). If Contractor has access to the PII data provided by SSA, then Contractor must agree to comply with the applicable privacy and security requirements, which is available upon request.

If there is any conflict between a privacy and security standard in the CMPPA, IEA or TSSR, and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to PII.

13. COMPLIANCE WITH DEPARTMENT OF HOMELAND SECURITY AGREEMENT

The County has agreed to comply with substantive privacy and security requirements in the Computer Matching Agreement (CMA) between the Department/Agency of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and CDSS. If Contractor has access to the PII data provided by DHS-USCIS, then Contractor must agree to comply with the applicable privacy and security requirements, which is available upon request.

If there is any conflict between a privacy and security standard in the CMA and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to PII.

14. CONTRACTOR AGENTS, SUBCONTRACTORS, AND VENDORS

The Contractor agrees to enter into written agreements with all agents, subcontractors, and vendors that have access to the Contractor's PII. These agreements will impose, at a minimum, the same restrictions and conditions that apply to the Contractor with respect to PII upon such agents, subcontractors, and vendors. These shall include, at a minimum, (1) restrictions on disclosure of PII, (2) conditions regarding the use of appropriate administrative, physical, and technical safeguards to protect PII, and, where relevant, (3) the requirement that any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PII be reported to the Contractor. If the agents, subcontractors, and vendors of the Contractor access data provided to the County by SSA or DHS-USCIS, the Contractor shall also incorporate the Agreement's Exhibits into each subcontract or subaward with agents, subcontractors, and vendors.

15. ASSESSMENTS AND REVIEWS

In order to enforce this Agreement and ensure compliance with its provisions, the Contractor agrees to assist the County (on behalf of CDSS and DHCS) in performing compliance assessments. These assessments may involve compliance review questionnaires, and/or review of the facilities, systems, books, and records of the Contractor, with reasonable notice from the County. Such reviews shall be scheduled at times that take into account the operational and staffing demands. The Contractor agrees to promptly remedy all violations of any provision of this Agreement and certify the same to the County in writing, or to enter into a written CAP with the County containing deadlines for achieving compliance with specific provisions of this Agreement.

16. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

In the event of litigation or administrative proceedings involving the County based upon claimed violations by the Contractor of the privacy or security of PII, or federal or state laws or agreements concerning privacy or security of PII, the Contractor shall make all reasonable effort to make itself and Contract Workers assisting in the administration of their program and using or disclosing PII available to the County at no cost to the County to testify as witnesses. The County shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to the Contractor at no cost to the Contractor to testify as witnesses, in the event of litigation or administrative proceedings involving the Contractor based upon claimed violations by the County of the privacy or security of PII, or state or federal laws or agreements concerning privacy or security of PII.