

AMENDMENT ONE TO CONTRACT
BETWEEN
COUNTY OF ORANGE
AND
THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, AS DESCRIBED IN ARTICLE
IX, SECTION 9 OF THE CALIFORNIA CONSTITUTION, ON BEHALF OF UCI
UNIVERSITY PHYSICIANS & SURGEONS, UCI DEPARTMENT OF PSYCHIATRY
FOR THE PROVISION OF SEXUAL ABUSE COUNSELING SERVICES

THIS AMENDMENT ONE, made and entered into upon execution of all necessary signatures, is to that certain CONTRACT Number MA-063-23011212 between the parties hereto, hereinafter referred to as the “Contract” and is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, a Corporation described in Article IX, Section 9 of the California Constitution, on behalf of UCI UNIVERSITY PHYSICIANS & SURGEONS, UCI DEPARTMENT OF PSYCHIATRY, hereinafter referred to as “UCI” or “CONTRACTOR.” COUNTY and CONTRACTOR may be referred to individually as “Party” and collectively as “the Parties.”

WITNESSETH

WHEREAS, on July 1, 2023, COUNTY and CONTRACTOR entered into an Contract for the provision of Sexual Abuse Counseling services, for the term of July 1, 2023, through June 30, 2024;

WHEREAS, COUNTY desires to renew the Contract for one (1) additional year;

WHEREAS, COUNTY desires to amend Paragraphs 1, 30 and Subparagraphs 9.4.3.1, 20.1 and 20.3.1 of the Contract;

WHEREAS, COUNTY desires to add Subparagraph 33.4 and Attachment B to the Contract;

WHEREAS, COUNTY desires to amend Subparagraphs 5.2 and 14 of Attachment A of the Contract;

WHEREAS, CONTRACTOR agrees to continue to provide such services under the terms and conditions set forth in this Contract; and

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

1. Paragraph 1 of the Contract is hereby amended to read as follows:

1. TERM

The term of this Contract shall commence on July 1, 2023, and terminate on June 30, 2025⁴, unless earlier terminated pursuant to the provisions of Paragraph 40 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 one year term upon mutual agreement of both parties. Neither Party has to provide a reason if it elects not to renew this Contract.~~

2. Subparagraph 9.4.3.1 of the Contract is hereby amended to read as follows:

9.4.3.1 ~~<http://www.cdss.ca.gov/edssweb/entres/forms/English/PUB470.pdf>~~
<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)

3. Subparagraph 20.1 of the Contract is hereby amended to read as follows:

20.1 Maximum Contractual Funding Obligation

The maximum funding obligation of COUNTY under this Contract shall be ~~\$1,490,2153,108,646~~, or actual allowable costs, whichever is less.

4. Subparagraph 20.3.1 of the Contract is hereby amended to read as follows:

20.3.1 CONTRACTOR shall submit monthly claims to be received by ADMINISTRATOR no later than the twentieth (20th) calendar day of the month for expenses incurred in the preceding month, except as detailed below in Subparagraph 20.3.4. In the event the twentieth (20th) calendar day falls on a weekend or COUNTY holiday, CONTRACTOR shall submit the claim the next business day. COUNTY holidays include New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, ~~Native American~~ Columbus Day, Veterans Day,

Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

5. Paragraph 30 of the Contract is hereby amended to read as follows:

30. SECURITY

Contractor shall abide by the requirements in Attachment B.

6. Subparagraph 33.4 is hereby added to the Contract to read as follows:

33.4 Emergency Publicity and Outreach: In response to natural disasters and local emergencies, at the request of the COUNTY, CONTRACTOR shall, at COUNTY’s sole cost and expense and within CONTRACTORs’capacity, 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. Any such emergency benefits and resources information shall be collaborative between COUNTY and CONTRACTOR.

7. Subparagraph 5.2 of Attachment A of the Contract is hereby amended to read as follows:

5.2 CONTRACTOR’s holiday schedule shall not exceed the COUNTY’s holiday schedule which is as follows: New Year’s Day, Martin Luther King Jr. Day, President Lincoln’s Birthday, Presidents’ Day, Memorial Day, Independence Day, Labor Day, ~~Columbus~~ Native American Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any closure outside of COUNTY’s holiday schedule and the hours listed in Subparagraph 5.1 of this Attachment A. Any unauthorized closure shall be deemed a material breach of this Contract, pursuant to Paragraph 19, and shall not be reimbursed.

8. Subparagraph 14 of Attachment A of the Contract is hereby amended to read as follows:

14.1 The annual budget for services provided pursuant to Attachment A of this Contract is set forth as follows:

BUDGET FOR PERIOD OF JULY 1, 2023 THROUGH JUNE 30, 2024

<u>STAFFING AND BENEFITS</u>	<u>Position Type</u> ⁽¹⁾	<u>Maximum Hourly Rate</u> ⁽²⁾	<u>FTEs</u> ⁽³⁾	<u>Amount</u>
Child Fellow (Gift-In-Kind)	D	\$ 38.47	0.40	

Medical Director	A	\$ 126.02	0.10	
Program Director	D	\$ 49.25	1.00	
Master/Associate (Bilingual)	D	\$ 50.69	1.00	
Master/Associate (Bilingual)	D	\$ 39.97	1.00	
Master/Associate	D	\$ 39.97	2.00	
LCSW/MFT	D	\$ 44.13	1.00	
LCSW/MFT	D	\$ 44.13	1.00	
LCSW/MFT	D	\$ 52.32	1.00	
Administrative Assistant	A	\$ 29.94	1.00	
GIFT-IN-KIND-STAFFING (Child Fellow)				\$ 32,010
NON-GIFT-IN-KIND-STAFFING				<u>\$ 744,836</u>
TOTAL STAFFING				\$ 776,846
GIFT-IN-KIND-BENEFITS (Child Fellow)				\$ 1,024
NON-GIFT-IN-KIND-BENEFITS ⁽⁴⁾ (54.16%)				<u>\$ 403,403</u>
TOTAL STAFFING AND BENEFITS				\$ 1,181,273
<u>SERVICES AND PROGRAM EXPENSES⁽⁵⁾</u>				
TOTAL SERVICES AND PROGRAM EXPENSES				\$ 147,600
TOTAL STAFFING AND BENEFITS, SERVICES AND PROGRAM EXPENSES				\$ 1,328,873
TOTAL GIFT-IN-KIND SALARY AND BENEFITS				<u>\$(33,034)</u>
GRAND TOTAL				\$1,295,839
OVERHEAD COST ⁽⁶⁾ (15%)				\$ 194,376
MAXIMUM OBLIGATION				\$ 1,490,215

BUDGET FOR PERIOD OF JULY 1, 2024 THROUGH JUNE 30, 2025

<u>STAFFING AND BENEFITS</u>	<u>Position Type⁽¹⁾</u>	<u>Maximum Hourly Rate⁽²⁾</u>	<u>FTEs⁽³⁾</u>	<u>Amount</u>
<u>Child Fellow (Gift-In-Kind)</u>	<u>D</u>	<u>\$47.07</u>	<u>0.40</u>	
<u>Medical Director</u>	<u>A</u>	<u>\$126.02</u>	<u>0.10</u>	
<u>Program Director</u>	<u>D</u>	<u>\$60.38</u>	<u>1.00</u>	
<u>Master/Associate (Bilingual)</u>	<u>D</u>	<u>\$54.16</u>	<u>1.00</u>	
<u>Master/Associate (Bilingual)</u>	<u>D</u>	<u>\$41.58</u>	<u>1.00</u>	

<u>Master/Associate</u>	<u>D</u>	<u>\$43.23</u>	<u>1.00</u>	
<u>LCSW/MFT</u>	<u>D</u>	<u>\$47.73</u>	<u>1.00</u>	
<u>LCSW/MFT</u>	<u>D</u>	<u>\$47.73</u>	<u>1.00</u>	
<u>LCSW/MFT</u>	<u>D</u>	<u>\$56.59</u>	<u>1.00</u>	
<u>Administrative Assistant</u>	<u>A</u>	<u>\$ 28.27</u>	<u>1.00</u>	
				<u>\$39,162</u>
				<u>\$815,926</u>
<u>TOTAL STAFFING</u>				<u>\$855,088</u>
				<u>\$21,210</u>
				<u>\$ 441,905</u>
<u>TOTAL STAFFING AND BENEFITS</u>				<u>\$1,318,203</u>
<u>SERVICES AND PROGRAM EXPENSES⁽⁵⁾</u>				
<u>TOTAL SERVICES AND PROGRAM EXPENSES</u>				<u>\$149,500</u>
<u>TOTAL STAFFING AND BENEFITS, SERVICES AND PROGRAM EXPENSES</u>				<u>\$1,467,703</u>
<u>TOTAL GIFT-IN-KIND SALARY AND BENEFITS</u>				<u>(\$60,372)</u>
<u>GRAND TOTAL</u>				<u>\$1,407,331</u>
<u>OVERHEAD COST⁽⁶⁾ (15%)</u>				<u>\$ 211,100</u>
<u>MAXIMUM OBLIGATION</u>				<u>\$ 1,618,431</u>

(1) Position Types are classified as “D” for Direct or “A” for Administrative. Direct services positions include staff who are integral to service delivery and may include staff who provide direct face-to-face service to clients and/or staff who supervise/manage direct service personnel. Administrative positions include staff that support service delivery and whose activities and functions can be directly allocated to the program.

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

- (3) Maximum hourly rate which will be permitted during the term of this Contract; employees may be paid at less than maximum hourly rate. Total salary is based on estimated cost, not maximum hourly rate.
 - (4) Employee Benefits are under negotiated Composite Benefit Rates that include contributions to 401k or retirement plans; health insurance; dental insurance; vision insurance; life insurance; long-term disability insurance; payroll taxes such as FICA, Federal Unemployment Tax, State Unemployment Tax, and Workers' Compensation Tax, based on the currently prevailing rates; senior management supplement; incentive award program assessments and offset; postdoctoral scholar benefits plans; and faculty summer salary retirement. The overall benefit rate shall not exceed 54.16% of the actual salary expense claimed.
 - (5) Services and Program Expenses shall include costs related to child care, training, off site secure file storage, shredding services, and rent. Rent line item will not be allowed to be increased via a budget modification unless COUNTY deems necessary.
 - (6) Overhead costs shall include administrative costs on clinical activities not directly charged to the program. Overhead costs are based on 15% of salaries, benefits, services and program expenses.
- 14.2 Expenses for extra pay, including but not limited to, overtime, stipends, bonuses, staff incentives, severance pay, etc. shall not be eligible for reimbursement under this Contract unless authorized in writing by ADMINISTRATOR. Such authorization shall be considered as an exception and may be approved, on a case-by-case basis, at the sole discretion of ADMINISTRATOR.
- 14.3 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE positions without changing COUNTY's maximum funding obligation as stated in Subparagraph 20.1 of this Contract or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 40.4 of this Contract, in the event ADMINISTRATOR reduces the maximum funding obligation as stated in Subparagraph 20.1,

CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Attachment. Failure to obtain advance written approval for any proposed Budget Modification Request may result in disallowance of reimbursement for those costs.

14.4 In the event one of the annual budgets shown in Subparagraph 14.1 of this Attachment is modified, the modification shall remain in effect until the end of the specific fiscal period modified. For example, if the annual budget for the term of July 1, 2023 through June 30, 2024 is modified, the modification will be effective until June 30, 2024~~2~~.

9. Attachment B, County of Orange Information Technology Security Provisions is hereby added to the Contract.
10. The Parties agree that separate copies of this Amendment may be signed by each of the Parties, and this Amendment will have the same force and effect as if the original had been signed by all Parties.
11. All other terms and conditions of the Contract shall remain the same and in full force and in effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Amendment One to Contract on the date set forth opposite their signatures. If Contractor is a corporation, Contractor shall provide two 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: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, AS DESCRIBED IN ARTICLE IX, SECTION 9 OF THE CALIFORNIA CONSTITUTION, ON BEHALF OF UCI UNIVERSITY PHYSICIANS & SURGEONS, UCI DEPARTMENT OF PSYCHIATRY

Randolph Siwabessy
Print Name

CFO and Sr. Vice President
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

Print Name

Deputy County Counsel
Title

Signature

Date

Attachment BCounty 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 any non-public data or Protected Health Information, and Personally Identifiable Information that are sensitive and confidential.

Services are referral based and no access to County systems will be given.

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, 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), notify the County's Chief Information Security Officer and County Privacy Officer of a material breach within 48 hrs of discovery. (2) perform a root cause analysis of the actual, 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.

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, that is caused by Contractor's acts, errors or omissions, negligence, and/or misconduct. 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 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 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 safeguards as identified by County or by any audit of Contractor’s data privacy and information/cyber security program.

County and Contractor reserve the right, at their sole discretion, to immediately terminate this Contract or a part thereof without limitation and without liability to County if County or Contractor reasonably determine the other party 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.