

AMENDMENT ONE TO AGREEMENT  
BETWEEN  
COUNTY OF ORANGE  
AND  
CHARITABLE VENTURES OF ORANGE COUNTY  
FOR THE PROVISION OF  
FaCT ADMINISTRATIVE SERVICES

This AMENDMENT ONE, made and entered into upon execution of all necessary signatures, is to that certain AGREEMENT Number FDA0121 between the parties hereto, hereinafter referred to as the “Agreement” and is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and CHARITABLE VENTURES OF ORANGE COUNTY, a California non-profit corporation, hereinafter referred to as “CONTRACTOR.” COUNTY and CONTRACTOR may be referred to individually as “Party” and collectively as “the Parties.”

W I T N E S S E T H:

WHEREAS, on March 15, 2021, COUNTY and CONTRACTOR entered into an Agreement for the provision of Families and Communities Together (FaCT) Administrative Services (FAS), for the term of July 1, 2021, through June 30, 2024.

WHEREAS, COUNTY desires to Increase funding for the provision of additional of Families and Communities Together (FaCT) Administrative Services (FAS) to clients referred to CONTRACTOR by COUNTY;

WHEREAS, COUNTY desires to renew the Agreement for an additional two (2) years from July 1, 2024, through June 30, 2026; amend Paragraphs 1, 14, and 32 of the Agreement; amend Subparagraphs 9.1, 10.4.3, 21.1, 21.2, 21.3.1, 26.2.2, 27.6, 27.7, and 35.2.4 of the Agreement; amend Paragraphs 4, 12 and Subparagraphs 3.2, 10.3, 11.1, 11.3, and 11.4 of Exhibit A of the Agreement; and add Attachment A to the Agreement;

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

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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

1. TERM

The term of this Agreement shall commence on July 1, 2021, and terminate on June 30, 2026, unless earlier terminated pursuant to the provisions of Paragraph 41 of this Agreement; 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.

2. Subparagraph 9.1 of the Agreement is hereby amended to read as follows:

9.1 CONTRACTOR shall be co-located with County staff, at a COUNTY facility, to provide services under this Agreement. CONTRACTOR shall enter into a rent-free lease agreement with ADMINISTRATOR for the co-location and shall execute all terms and conditions of said agreement upon ADMINISTRATOR'S presentation of said document to COINTRACTOR. Failure to execute and abide by the license agreement will result in a breach of this Agreement.

3. Subparagraph 10.4.3 of the Agreement is hereby amended to read as follows:

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

10.4.3.1 <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)

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

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

4. Paragraph 14 of the Agreement is hereby amended to read as follows:

14. INSURANCE

14.1 Prior to the provision of services under this Agreement, 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 Agreement 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 Agreement.

- 14.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement 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 Agreement. 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 Agreement for inspection by COUNTY representative(s) at any reasonable time.
- 14.3 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 Agreement.
- 14.4 If CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.
- 14.5 Qualified Insurer
- 14.5.1 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).
- 14.6 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.

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

14.7.1 Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.

- 14.8 Required Coverage Forms

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

14.8.2 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.

- 14.9 Required Endorsements

- 14.9.1 Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:
- 14.9.1.1 An Additional Insured endorsement using ISO form CG 20 26 04 13, or a form at least as broad, naming the County of Orange, its elected and appointed officials, officers, agents and employees, as Additional Insureds or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.
- 14.9.1.2 A primary non-contributing 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 of Orange shall be excess and non-contributing.
- 14.9.2 The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.
- 14.9.2.1 An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, agents and employees as Additional Insureds for its vicarious liability.
- 14.9.2.2 A primary and non-contributory endorsement evidencing that the CONTRACTOR'S insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 14.10 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.
- 14.11 All insurance policies required by this Agreement shall waive all rights of subrogation against the County of Orange, its elected and appointed

officials, officers, agents and employees when acting within the scope of their appointment or employment.

- 14.12 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 Agreement.
- 14.13 If CONTRACTOR's Network Security & Privacy Liability policy is a "Claims Made" polic(ies), CONTRACTOR shall agree to the following:
- 14.13.1 The retroactive date must be shown and must be before the date of the Agreement or the beginning of the Agreement services.
- 14.13.2 Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Agreement services.
- 14.13.3 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 Agreement services, CONTRACTOR must purchase an extended reporting period for a minimum of the three (3) years after expiration of earlier termination of the Agreement.
- 14.14 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).
- 14.15 Insurance certificates should be forwarded to COUNTY at the address indicated in Paragraph 11 of this Agreement.
- 14.16 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.
- 14.17 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 Agreement. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.

14.18 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 Agreement may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

14.19 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 Agreement, nor act in any way to reduce the policy coverage and limits available from the insurer.

5. Subparagraph 21.1 of the Agreement is hereby amended to read as follows:

21.1 Maximum Contractual Funding Obligation

The maximum funding obligation of COUNTY under this Agreement shall not exceed the amount of \$2,612,000 or actual allowable costs, whichever is less. The estimated annual amount for each twelve (12) month period is as follows:

21.1.1 Year one: \$500,000 for July 1, 2021, through June 30, 2022;

21.1.2 Year two: \$500,000 for July 1, 2022, through June 30, 2023;

21.1.3 Year three: \$530,000 for July 1, 2023, through June 30, 2024;

21.1.4 Year four: \$582,000 for July 1, 2024, through June 30, 2025; and

21.1.5 Year five: \$500,000 for July 1, 2025, through June 30, 2026.

6. Subparagraph 21.2 of the Agreement is hereby amended to read as follows:

21.2 Allowable Costs

During the term of this Agreement, COUNTY shall pay CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this Agreement, as defined in Title 2 CFR Part 200, or as approved by ADMINISTRATOR. However, COUNTY, at its sole discretion, may pay CONTRACTOR for anticipated allowable costs that will be incurred by

CONTRACTOR for the months of June during the term of the agreement, during the month of such anticipated expenditure.

7. Subparagraph 21.3.1 of the Agreement is hereby amended to read as follows:

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

8. Subparagraph 26.2.2 of the Agreement is hereby amended to read as follows:

26.2.2 CONTRACTOR shall keep all COUNTY data provided to CONTRACTOR during the term(s) of this Agreement for a minimum of five (5) years from the date of final payment under this Agreement, or until all pending COUNTY, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CONTRACTOR requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to the contrary, upon termination of this Agreement, CONTRACTOR shall relinquish control with respect to COUNTY data COUNTY in accordance with Subparagraph 41.2 of this Agreement.

9. Subparagraph 27.6 of the Agreement is hereby amended to read as follows:

27.6 CONTRACTOR shall ensure that clearances and background checks described above in Subparagraphs 27.4 and 27.5 are completed prior to CONTRACTOR'S Personnel providing services under this Agreement.

10. Subparagraph 27.7 of the Agreement is hereby amended to read as follows:

27.7 In the event a record is revealed through the process described above in Subparagraphs 27.4 and 27.5 COUNTY will be available to consult with CONTRACTOR on appropriateness of Personnel providing services through this Agreement.

11. Paragraph 32 of the Agreement is hereby amended to read as follows:



## 32. SECURITY

CONTRACTOR shall abide by the requirements in Attachment A, attached hereto and incorporated by reference.

12. Subparagraph 35.2.4 of the Agreement is hereby amended to read as follows:

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 Agreement, 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 Agreement. The policy is available on the Internet at <https://cio.ocgov/egovernment-policies>.

13. Paragraph 4 of Exhibit A of the Agreement is hereby amended to read as follows:

## 4. SERVICES

CONTRACTOR shall deliver the following services as directed by ADMINISTRATOR, including but not limited to:

### 4.1 Community Advocacy and Public Relations

Develop, coordinate, and maintain community advocacy and leadership planning bodies that will build collaboration between organizations across Orange County focusing on child abuse prevention, family strengthening, and capacity building. Collaborate with ADMINISTRATOR to provide leadership to the FaCT FRC Platform in implementing key strategic priorities, community leadership, and advisory councils. Provide training to FRCs to enhance their understanding of legal parameters of non-profit advocacy versus lobbying.

4.1.1 Develop and conduct a comprehensive regional assessment and issue recommendations for the COUNTY related to options for community pathways for prevention services, including but not limited to the following:

4.1.1.1 Identify and report to the ADMINISTRATOR findings from local needs assessment relevant to youth and families.

4.1.1.2 Conduct focus groups and interviews of service providers

around identified areas of concern as it relates to service gaps.

4.1.1.3 Facilitation of Advisory Committee – support the formation of an advisory committee, working in concert with the steering committee, to socialize findings, coordinate conduct data collection among key stakeholders, and identify key decisions points based on research and the regional assessment.

4.1.1.2 Facilitation of Steering Committee to guide the planning process, including engagement of regional stakeholders around this research and assessment.

4.1.1.3 Presentation to Stakeholders – to support the formation of final recommendations and implementation suggestions for Community Pathways for the COUNTY.

#### 4.2 Funding and Resource Development

4.2.1 Target efforts to leverage and increase funding, in-kind resources, and awareness of the FRCs within their local communities, and broaden integration of public and other County-wide programs into family support resources available at the FRCs.

4.2.2 Develop a strategic plan for funding and resource development for the FaCT FRC Platform, including fund raising; grant writing; community event planning; philanthropic; and corporate giving for FRC services, goods, and/or other FaCT administrative needs.

4.2.3 Identify opportunities to leverage prevention resources with community partners.

4.2.4 Research funding opportunities, apply as applicable in coordination with ADMINISTRATOR, and perform other duties as assigned, by ADMINISTRATOR.

#### 4.3 Data Management and Evaluation

4.3.1 Oversee the administration and development of the FaCT data collection, reporting, evaluation, and outcomes system, including, but not limited to, forms development, training for database system

utilization, data analysis, data integrity, outcomes reporting, and ongoing support for the FaCT FRC Platform.

4.3.2 Research latest evaluation trends, including evidence based/evidenced informed measurement practices or tools in the field of child abuse prevention, family strengthening, and explore feasibility for the FaCT FRC Platform, as directed by ADMINISTRATOR.

4.3.2.1 Conduct current state analysis to identify which evidence-based practices are utilized regionally, identify gaps according to existing research and regional assessments.

4.3.2.2 Based on Current State Analysis identify COUNTY need to learn from this assessment and what the research questions are. Data Analysis shall include aggregation and analysis of data collected.

4.3.2.3 Survey Development, Focus Groups, and Interviews – Conduct focus groups and interviews of service providers around identified areas of concern and implement provider surveys to gauge gaps in service provision.

4.3.2.4 Conduct data and system needs analysis to identify data collection needs in support of a community pathway, including but not limited to: case management, case lifecycle management and prevention planning.

4.3.3 Provide ongoing development, implementation, and refinement of evaluation processes for the FaCT FRC Platform that at a minimum, address the outcomes required for FaCT funding. Evaluation activities shall include, but not limited to, database maintenance and modification; evaluation design; development and implementation of processes for data collection, input, and analysis; and compilation of various data reports and processes for broad community inclusion. Analyze and compile data for the development and publication of the FaCT Annual Outcomes Report.

CONTRACTOR shall prepare and submit a draft of the FaCT Annual Outcomes Report to ADMINISTRATOR by September 1st, annually.

4.3.4 Serve as system administrator for the FaCT database. Provide onsite and remote technical assistance and workshops for data entry responsibilities to FaCT FRC staff during business hours. Inform and support ADMINISTRATOR with FaCT FRC data/database issues. Resolve FaCT data/database issues and functioning within a reasonable and timely manner. Collaborate with FRC Coordinators and other Contracted Partner Agencies in maximizing usage of the FaCT database and supporting the reporting needs of the FRCs.

#### 4.4 Marketing and Community Outreach

4.4.1 Market FaCT programs, services, and related activities via various outreach media including, but not limited to, social media, the FaCT website, printed marketing materials, development of the FaCT Annual Outcomes Report, marketing the FaCT Annual Conference, and attending outreach events. Provide marketing, outreach training, and technical support to FRCs.

4.4.2 Develop, create, and edit FaCT marketing and educational printed and electronic materials; FaCT monthly e-blasts; quarterly e-newsletters; updating and maintaining the FaCT website; providing technical assistance to FaCT FRCs regarding marketing; and developing and implementing public relations and outreach strategies to increase awareness of the FaCT FRC Platform.

#### 4.5 Training and Technical Assistance

Provide any training and technical assistance needs identified by the FaCT FRC Platform, including, but not limited to: planning and arranging all logistics and programming for the FaCT Annual Conference, responsive trainings, training calendar for FRC staff, support groups, and guidebook instruction manuals for key FRC positions identified by ADMINISTRATOR.

#### 4.6 Community Leadership Development and Support

4.6.1 Provide training and technical assistance in support of FaCT community engagement efforts, including building parent leadership skills, training Community Engagement Coordinators (CEC), and develop other opportunities for community involvement.

4.6.2 Create a plan in collaboration with FRC Coordinators to build relationships with former clients, community members, businesses, faith-based organizations, and more, in order to develop strong community partnerships. Train and support CECs and their respective CEACs and/or YACs; create volunteer opportunities for former clients, youth, and community members.

#### 4.7 Administrative Support, Related Services, and Activities

Assist ADMINISTRATOR and streamline processes in administering program activities, including, but not limited to, project oversight, meeting coordination, event support, and responding to customer service calls. Serve as FaCT's central point of contact for internal programs and public inquiries, including, but not limited to, FRC locations; FaCT trainings; volunteer and donation opportunities; scheduling, coordinating, and tracking training reservations, FaCT meetings, and events; creating and maintaining contact and distribution lists; transcribing meeting minutes; and, assisting with training material development. Coordinate and maintain the master calendar for all FaCT trainings, meetings, events, and activities.

14. Subparagraph 3.2 of Exhibit A of the Agreement is hereby amended to read as follows:

3.2 CONTRACTOR's holiday schedule shall not exceed COUNTY's holiday schedule which is as follows: New Year's Day, Martin Luther King Jr. Day, President Lincoln's Birthday, Presidents' Day, Memorial Day, Independence Day, Labor Day, Native American Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day. CONTRACTOR shall obtain prior written approval from ADMINISTRATOR for any changes outside of COUNTY's holiday schedule. Any unauthorized changes shall be deemed a material breach of this

Agreement, pursuant to Paragraph 20, and shall not be reimbursed.

15. Subparagraph 10.3 of Exhibit A of the Agreement is hereby amended to read as follows:
- 10.3 Complete a minimum of three (3) data evaluation projects annually, as approved by ADMINISTRATOR.
16. Subparagraph 11.1 of Exhibit A of the Agreement is hereby amended to read as follows:
- 11.1 For the five (5) COUNTY fiscal years (July 1 through June 30) included during the term of this Agreement, the maximum budget for services provided pursuant to Exhibit A of this Agreement shall not exceed \$2,612,000.
17. Subparagraph 11.3 of Exhibit A of the Agreement is hereby amended to read as follows:
- 11.3 The budget specified in Subparagraph 11.4 below shall be for the period of July 1, 2021, through June 30, 2026. Each period shall be defined as follows:
- 11.3.1 Year One shall be for the period of July 1, 2021, through June 30, 2022.
- 11.3.2 Year Two shall be for the period of July 1, 2022, through June 30, 2023.
- 11.3.3 Year Three shall be for the period of July 1, 2023, through June 30, 2024.
- 11.3.4 Year Four shall be for the period of July 1, 2024, through June 30, 2025.
- 11.3.5 Year Five shall be for the period of July 1, 2025, through June 30, 2026.
18. Subparagraph 11.4 of Exhibit A of the Agreement is hereby amended to read as follows:
- 11.4 The budget for services provided pursuant to Exhibit A of this Agreement is set forth as follows:

<b><u>FaCT Administrative Services</u></b>	YEAR ONE	YEAR TWO	YEAR THREE	YEAR FOUR	YEAR FIVE
Direct Service Costs (1)	\$ 455,000	\$ 455,000	\$ 485,000	\$ 532,000	\$ 450,000
Indirect Costs (2)	\$ 45,000	\$ 45,000	\$ 45,000	\$ 50,000	\$ 50,000
TOTAL MAXIMUM OBLIGATION:	\$ 500,000	\$ 500,000	\$ 530,000	\$ 582,000	\$ 500,000

- (1) Direct Service Costs are costs that are incurred and specifically allocable to the provision of services identified in this Agreement. Employee Benefits include contributions to 401k or retirement plans; health insurance; dental 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; and expense for accrued vacation time payout, for a separated employee, limited to the actual vacation time accrued during the fiscal year in which the expense is claimed, minus the actual vacation

time used by the employee during said fiscal year. The overall benefit rate shall not exceed 22% of the actual salary expense claimed.

- (2) Indirect Costs are administrative costs not directly charged to the program that are incurred for an organization's common objectives and that cannot be readily identified with a particular final cost objective. In the event the indirect cost rate is reduced, the reduction shall be afforded to ADMINISTRATOR and the budget amended accordingly. CONTRACTOR shall provide notification to ADMINISTRATOR of any changes in the rate.

19. Paragraph 12 of Exhibit A of the Agreement is here by amended to read as follow:

12. STAFF

CONTRACTOR shall provide the following described staff positions continuously throughout the term of this Agreement:

<b>Position</b>	<b>FTE <sup>(1)</sup></b>	<b>Maximum Hourly Rate <sup>(2)</sup></b>
FaCT Manager	1.00	\$40.87
Senior Data Specialist	1.00	\$40.87
Marketing and Administrative Coordinator	1.00	\$36.00
Data Coordinator	0.50	\$27.00

- (1) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of this Agreement. 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 Agreement, regardless of the number of hours actually worked.

- (2) Maximum hourly rate which will be permitted during the term of this Agreement; employees may be paid at less than maximum hourly rate.

20. Attachment A is hereby added to the Agreement, incorporated by referenced and attached hereto.
21. 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.

22. All other terms and conditions of the Contract shall remain the same and in full force and in effect.





## ATTACHMENT A

### 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., 6<sup>th</sup> Floor  
Santa Ana, CA 92701  
Phone: (714) 567-7611  
[Andrew.Alipanah@ocit.ocgov.com](mailto:Andrew.Alipanah@ocit.ocgov.com)

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