

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 THE UNIVERSITY OF CALIFORNIA, IRVINE,
 SCHOOL OF MEDICINE, DEPARTMENT OF FAMILY MEDICINE
 FOR THE PROVISION OF ELDER AND DEPENDENT ADULT ABUSE CONSULTATION
 SERVICES

This Contract is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, as described in Article IX, section 9, of the California constitution, on behalf of THE UNIVERSITY OF CALIFORNIA, IRVINE, SCHOOL OF MEDICINE, DEPARTMENT OF FAMILY MEDICINE, 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.”

W I T N E S S E T H:

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of elder and dependent adult abuse consultation services;

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

WHEREAS, such services are authorized and provided for pursuant to California Welfare and Institution Code (WIC) Sections 15763 and 18951; and

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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PROVISIONS

1. TERM

The term of this Contract shall commence on July 1, 2024, and terminate on June 30, 2027, unless earlier terminated pursuant to the provisions of Paragraph 44 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. CONTRACTOR and ADMINISTRATOR may mutually agree in writing to extend the term of this Contract, for up to twelve (12) additional months upon the same terms and conditions, provided that COUNTY's maximum funding obligation as stated in Subparagraph 21.1 of this Contract does not increase as a result. Neither Party has 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 Each Party 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. Each Party is entirely responsible for compensating staff, subcontractors, and consultants employed by that Party. This Contract shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of either Party's employees, agents, consultants, volunteers, interns, or subcontractors. Each Party assumes exclusively the responsibility for the acts of its employees, agents, consultants, volunteers, interns, or subcontractors as they relate

to the services to be provided during the course and scope of their employment. Each Party, its agents, employees, consultants, volunteers, interns, or subcontractors, shall not be entitled to any rights or privileges of the other Party's employees and shall not be considered in any manner to be employees of the other Party.

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 The Regents of the University of California, for the Provision of Elder and Dependent Adult Abuse Consultation 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.
- 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require changes in staffing allocations to reflect current workload demands or service needs as long as COUNTY's maximum funding obligation, as set forth in this Contract, is not exceeded.
- 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate staff to attend an orientation session and subsequent training sessions given by COUNTY.

5. LICENSES AND STANDARDS

- 5.1 CONTRACTOR attests, by signing this Contract, that it and its personnel, described in Paragraph 29 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 attests 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 seventy-two (72) hours 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; 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.

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. If ADMINISTRATOR consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CONTRACTOR to COUNTY. All subcontracts must be in writing and copies of same shall be provided to ADMINISTRATOR. CONTRACTOR shall include in each subcontract any provision ADMINISTRATOR may require.

7.1.1 Subcontracts of \$50,000 or less

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

7.1.2 Subcontracts in excess of \$50,000

7.1.2.1 CONTRACTOR shall develop and submit for approval to ADMINISTRATOR a system for the procurement of subcontracts with any organization in which the total cumulative cost of services provided by any single organization is anticipated to exceed fifty thousand dollars (\$50,000) during the term of this

Contract. CONTRACTOR's proposed procurement system shall take into consideration such factors as: degree of price competition; pricing policies and techniques; experience and quality of service; methods of evaluating subcontractor responsibility; relationship of subcontractor to CONTRACTOR; and planning, award, and post-award management of subcontracts, including internal audit procedures and monitoring of subcontractor's performance until completion of services.

7.1.2.2 Upon ADMINISTRATOR's approval of CONTRACTOR's proposed procurement system, CONTRACTOR shall comply with such procurement system in obtaining subcontracts with a total cost in excess of fifty thousand dollars (\$50,000) during the term of this Contract. In addition, CONTRACTOR shall obtain ADMINISTRATOR's written consent prior to entering into a subcontract with any organization when the total cumulative cost of services to be provided by that organization is anticipated to exceed fifty thousand dollars (\$50,000) during the term of this Contract.

7.1.2.3 CONTRACTOR and its subcontractor(s) shall establish and maintain accurate and complete financial records related to services provided under the terms of this Contract. Such records may be subject to the satisfaction of ADMINISTRATOR, and to the examination and audit by ADMINISTRATOR or designee, for a period of five (5) years, or until any pending audit is completed.

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 that are directly pertinent to this Contract and shall permit ADMINISTRATOR access, during business hours, to books, records, and accounts that are directly pertinent to this Contract 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 California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of 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 8-16-70

Sacramento, CA 94244-2430

Telephone: (916) 654-2107

Toll Free: (866) 741-6241

Federal Civil Rights Contact:

Office for Civil Rights

U.S. Department of Health and Human Services

90 7th Street, Suite 4-100

San Francisco, CA 94103

Customer Response Center: (800) 368-1019

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: UC Irvine Health
Executive Director
Health Services Contracting
333 City Blvd. West, Suite 550
Orange, CA 92868
Email: [please insert email address]
cc: [please insert contact name] – Division
Administrator/UCI School of Medicine
Administration
Email: [please insert email address]
cc: [please insert contact name] – Contracts
Manager
Email: [please insert email address]

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 U.S. Department of Health and Human Services, the State, COUNTY, and its their elected and appointed officials, officers, employees, agents, and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature, including, but not limited to, personal injury or property damage arising from or related to the services, products, or other performance provided by CONTRACTOR pursuant to this Contract, but only in proportion to and to the extent such claims, demands, including defense costs, or liability caused by or resulting from the negligent or intentional acts or omissions of CONTRACTOR, its officers, employees, or agents. 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.

12.2 COUNTY agrees to indemnify, defend and hold CONTRACTOR, its officers, employees, agents, directors, members, shareholders and/or affiliates harmless from any claims, demands, including defense costs, or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to performance provided by COUNTY pursuant to this Contract, but only in proportion to and to the extent such claims, demands, including defense costs, or liability caused by or resulting from the negligent or intentional acts or omissions

of COUNTY, its officers, employees, or agents. If judgment is entered against COUNTY and CONTRACTOR by a court of competent jurisdiction because of the concurrent active negligence of CONTRACTOR, COUNTY and CONTRACTOR agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

13. THE REGENTS

- 13.1 COUNTY acknowledges that the Regents of the University of California (“The Regents”) has entered into this Contract solely on behalf of and with respect to the Regents of the University Of California, as described in Article IX, Section 9 of the California constitution, on behalf of the University of California, Irvine, School of Medicine, Department of Family Medicine, and not on behalf of or with respect to any other division, business or operating unit, enterprise, facility, group, plan, or program that is or may be owned, controlled, governed, or operated by, or affiliated with, The Regents, including, without limitation, any other university, campus, health system, medical center, hospital, clinic, medical group, physician, or health or medical plan or program (collectively, the “Excluded UC Affiliates”). In light of the foregoing, COUNTY further acknowledges and agrees that, notwithstanding any other provision contained in this Contract:
- 13.2 All obligations of The Regents under this Contract shall be limited to The Regents as and when acting solely on behalf of or with respect to the University of California, Irvine, School of Medicine, Department of Family Medicine, and shall in no way obligate, be binding on or restrict the business or operating activities of any of the Excluded UC Affiliates;
- 13.3 None of the Excluded UC Affiliates shall constitute or be deemed to constitute an affiliate of the Regents or of the University of California, Irvine, School of Medicine, Department of Family Medicine, for any purpose under this Contract; and
- 13.4 The University of California, Irvine, School of Medicine, Department of Family Medicine, through The Regents or otherwise, shall have the right to participate in, provide services under, contract as part of, and otherwise be involved in the

management or operation of, any health or medical insurance or benefit plan, program, service or product that is sponsored or offered in whole or in part by The Regents on a system-wide basis.

14. INSURANCE

- 14.1 Prior to the provision of services under this Contract, CONTRACTOR agrees to carry all required insurance, or maintain a program of self-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.
- 14.2 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.
- 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 Contract.
- 14.4 If CONTRACTOR fails to maintain insurance or program of self-insurance

acceptable to COUNTY for the full term of this Contract, COUNTY may terminate this Contract.

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).

14.5.2 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.

14.5.3 The policy or policies of insurance or programs of self-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	\$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
Professional Liability Insurance	\$1,000,000 per claims-made or occurrence \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

- 14.5.4 Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella policies when required must provide Follow Form coverage.
- 14.6 Required Coverage Forms if not self-insured
- 14.6.1 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.
- 14.6.2 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.
- 14.7 Required Endorsements
- 14.7.1 Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:
- 14.7.1.1 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.
- 14.7.1.2 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.
- 14.7.2 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.

- 14.7.3 The Network Security and Privacy Liability policy shall contain the following endorsements which shall accompany the Certificate of Insurance.
- 14.7.3.1 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.
- 14.7.3.2 A primary and non-contributory endorsement evidencing that the CONTRACTOR's insurance is primary, and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
- 14.8 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.
- 14.9 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.
- 14.10 If CONTRACTOR's Professional Liability or Network Security & Privacy Liability policy are a "Claims-Made" policy, CONTRACTOR shall agree to the following:
- 14.10.1 The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.
- 14.10.2 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.
- 14.10.3 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.

- 14.11 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).
- 14.12 Insurance certificates should be forwarded to COUNTY at the address indicated in Paragraph 10 of this Contract.
- 14.13 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.
- 14.14 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.
- 14.15 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.
- 14.16 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.

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

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

- 15.1 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.

- 15.2 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.
- 15.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or relating to services performed by CONTRACTOR under this Contract.
- 15.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.
- 15.5 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.
- 15.6 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.

16. CONFLICT OF INTEREST

- 16.1 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.
- 16.2 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.

17. 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.

18. 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 reimbursement 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.

19. EQUIPMENT

19.1 All items purchased with funds provided under this Contract, or which are furnished to CONTRACTOR by COUNTY, which have a single unit cost of at least five thousand dollars (\$5,000), including sales tax, shall be considered Capital Equipment. Title to all Capital Equipment shall, upon purchase, vest and remain in COUNTY. The use of such items of Capital Equipment is limited to the performance of this Contract. Upon the termination of this Contract, CONTRACTOR shall immediately return any items of Capital Equipment to COUNTY or its representatives or dispose of them in accordance with the directions of ADMINISTRATOR.

CONTRACTOR further agrees to the following:

19.1.1 To maintain all items of Capital Equipment in good working order and condition, normal wear and tear excepted.

- 19.1.2 To label all items of Capital Equipment, do periodic inventories as required by ADMINISTRATOR, and to maintain an inventory list showing where and how the Capital Equipment is being used, in accordance with procedures developed by ADMINISTRATOR. All such lists shall be submitted to ADMINISTRATOR within ten (10) days of any request.
- 19.1.3 To report in writing to ADMINISTRATOR immediately after discovery, the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.
- 19.1.4 To purchase a policy or policies of insurance covering loss or damage to any and all Capital Equipment purchased under this Contract, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the parties' interests as they appear.
- 19.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in writing, shall require the prior written approval of ADMINISTRATOR, and shall fulfill the provisions of this Contract which are appropriate and directly related to CONTRACTOR's service or activity under the terms of this Contract. COUNTY may refuse reimbursement for any costs resulting from Capital Equipment purchased which are incurred by CONTRACTOR, if prior written approval has not been obtained from ADMINISTRATOR.
- 19.3 Computer Equipment
- No computers and/or personal electronic devices, such as tablets and laptop computers, or any component thereof, may be purchased with funds provided under this Contract, regardless of purchase price, without prior written approval of ADMINISTRATOR. Any such purchase shall be in accordance with specifications provided by ADMINISTRATOR, be subject to the same inventory control conditions specified above in Subparagraphs 19.1.1 to 19.1.4, and, at the sole

discretion of ADMINISTRATOR, become the property of COUNTY upon termination of this Contract.

20. BREACH SANCTIONS

20.1 Failure by either party to comply with any of the provisions, covenants, or conditions of this Contract shall be a material breach of this Contract. In such event, the non-breaching party may, in addition to immediate termination, exercise any other remedies available at law, in equity, or otherwise specified in this Contract:

20.1.1 Afford the breaching party a time period within which to cure the breach, which period shall be established by the non-breaching party; and/or

20.1.2 If CONTRACTOR is in breach, 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

20.1.3 If CONTRACTOR is in breach, offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 20.1.2 above.

20.2 Each party will provide the other party written notice of any action pursuant to this Paragraph, which notice shall be deemed served on the date of mailing.

21. PAYMENTS

21.1 Maximum Contractual Funding Obligation

The maximum funding obligation of COUNTY under this Contract shall not exceed the amount of \$722,656, or actual allowable costs, whichever is less. The estimated annual amount for each twelve (12) month period is as follows:

\$228,723, for July 1, 2024, through June 30, 2025;

\$240,137, for July 1, 2025, through June 30, 2026; and

\$253,796, for July 1, 2026, through June 30, 2027.

21.2 Allowable Costs

During the term of this Contract, COUNTY shall pay CONTRACTOR monthly in arrears, for actual allowable costs incurred and paid by CONTRACTOR pursuant to this Contract, as defined in Title 2 CFR Part 200, 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 month of June during the term of the contract, during the month of such anticipated expenditure.

21.3 Claims

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, except as detailed below in Subparagraph 21.3.4. 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 Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

21.3.2 All claims must be submitted on a form approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with the monthly claim, including, inter alia, a monthly statement of services, general ledgers, supporting journals, time sheets, invoices, canceled checks, receipts, and receiving records, some of which may be required to be copied. Source documents that CONTRACTOR must submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR shall retain all financial records in accordance with Paragraph 28 of this Contract.

21.3.3 Payments should be released by COUNTY within a reasonable time period of approximately thirty (30) days after receipt of a correctly completed claim form and required supporting documentation.

21.3.4 Year-End and Final Claims

21.3.4.1 CONTRACTOR shall submit a final claim for each COUNTY fiscal year, July 1 through June 30, covered under the term of this Contract, as stated in Paragraph 1, by no later than August 30th of each corresponding COUNTY fiscal year. Claims received

after August 30th of each corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim per each COUNTY fiscal year must be received, upon at least a 30-day written notice to CONTRACTOR.

21.3.4.2 The basis for final settlement shall be the actual allowable costs as defined in Title 45 CFR and 2 CFR, Part 200, incurred and paid by CONTRACTOR pursuant to this Contract; limited, however, to the maximum funding obligation of COUNTY. In the event that any overpayment has been made, COUNTY may offset the amount of the overpayment against the final payment. In the event overpayment exceeds the final payment, CONTRACTOR shall pay COUNTY all such sums within five (5) business days of notice from COUNTY. Nothing herein shall be construed as limiting the remedies of COUNTY in the event an overpayment has been made.

22. OVERPAYMENTS

Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Contract shall be repaid to COUNTY, in accordance with any applicable regulations and/or policies in effect during the term of this Contract, or as established by COUNTY procedure. Any overpayments made by COUNTY which result from a payment by any other funding source shall be repaid, at the discretion of 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. In the event an overpayment owing 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. CONTRACTOR agrees to pay all costs incurred by COUNTY necessary to enforce the provisions set forth in this Paragraph.

23. 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.

24. REVENUE

24.1 Whenever CONTRACTOR receives any money specifically designated for use in programs funded through this Contract, such monies shall be considered a cost off-set and treated as a reduction against the amount claimed by CONTRACTOR, except for Program Income as defined in Title 45 CFR Section 75.2, as that section currently exists or may be hereafter amended. The procedure for designating money as Program Income is set forth in Paragraph 25 of this Contract.

25. PROGRAM INCOME

This Paragraph 25 and Subparagraphs shall only apply if federal funds are being utilized. It is mutually understood that the State or federal agency responsible for providing the funding for this Contract may designate certain revenue of CONTRACTOR as Program Income. To be designated as Program Income and, therefore, as other than a cost off-set, CONTRACTOR shall do all of the following:

- 25.1 Submit a plan to ADMINISTRATOR for the use of any and all proposed Program Income.
- 25.2 Set up and maintain a separate bank account for any proposed Program Income and account for any and all such income received.
- 25.3 Report to ADMINISTRATOR any and all Program Income received no later than thirty (30) days from the date of receipt, record the amount received on internal financial records, and indicate the amount received on the monthly claim submitted to ADMINISTRATOR.
- 25.4 ADMINISTRATOR will then forward the plan for the requested use of the proposed Program Income to the appropriate State and/or federal agencies for approval.
- 25.5 CONTRACTOR shall not spend any of the proposed Program Income unless or until such time as ADMINISTRATOR obtains authorization for the use of the

Program Income from the responsible State and/or federal agency and provides CONTRACTOR with prior written approval for the use of the funds.

- 25.6 ADMINISTRATOR may issue future policy statements and/or instructions with respect to Program Income. CONTRACTOR shall immediately comply with such policy statements and/or instructions.

26. FINAL REPORT

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

27. INDEPENDENT AUDIT

- 27.1 This Paragraph 27 and Subparagraphs shall only apply if federal funds are being utilized and passed through to CONTRACTOR as a subrecipient, as defined in Office of Management and Budget (OMB), Code of Federal Regulations; Title 2, Grants and Agreements; Chapter II, Part 200. CONTRACTOR 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.

- 27.2 It is mutually understood that CONTRACTOR's yearly fiscal cycle covers July 1 through June 30. CONTRACTOR shall provide ADMINISTRATOR copies of

organization-wide audits for each of the fiscal cycles corresponding with the term of this Contract. CONTRACTOR shall provide such copies of the organization-wide audit within fifteen (15) business 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.

28. RECORDS, INSPECTIONS, AND AUDITS

28.1 Financial Records

28.1.1 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.

28.1.2 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.

28.2 Client Records

28.2.1 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.

28.2.2 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. These records shall be stored in Orange County, unless CONTRACTOR requests and COUNTY provides written approval for the right to store the records in another county. Notwithstanding anything to

the contrary, upon termination of this Contract, CONTRACTOR shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 44.3 of this contract.

28.2.3 COUNTY may refuse payment for a claim if client records are determined by COUNTY to be incomplete or inaccurate. In the event COUNTY reasonably determines that client records are incomplete or inaccurate after payment has been made, COUNTY shall give written notice to CONTRACTOR, sent in accordance with the Notices section of the Contract, specifying the deficiencies, and CONTRACTOR shall have a period of thirty (30) days thereafter to cure such deficiencies. If CONTRACTOR fails to cure such deficiencies within the aforementioned thirty (30) day period, then COUNTY may treat such payment as an overpayment within the provisions of this Contract.

28.3 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. Neither COUNTY nor CONTRACTOR will be liable for any such disclosure.

28.4 Inspections and Audits

28.4.1 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.

28.4.2 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.

28.4.3 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.

28.4.4 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.

28.5 Evaluation Studies

CONTRACTOR shall be collaborative in sharing ongoing monthly statistics of patients served and trends over time.

29. PERSONNEL DISCLOSURE

29.1 This Paragraph 2929 applies to all of CONTRACTOR's personnel providing services through this Contract, paid and unpaid, including those identified in Paragraph 9 of Attachment A.

29.2 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:

29.2.1 Names of all Personnel by title, whose direct services are required to provide the programs described herein;

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

29.2.3 The professional degree, if applicable, and experience required for each position; and

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

- 29.3 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.
- 29.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a clearance on the following public websites of the names 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).
- 29.5 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a criminal record background check on all Personnel who will have direct, interactive contact with clients served through this Contract. Background checks conducted through the California Department of Justice shall include a check of the California Central Child Abuse Index, when applicable. Candidates will satisfy background checks consistent with this Paragraph and their performance of services under this Contract.
- 29.6 CONTRACTOR shall ensure that clearances and background checks described above in Subparagraphs 29.4 and 29.5 are completed prior to CONTRACTOR's Personnel providing services under this Contract.
- 29.7 In the event a record is revealed through the processes described in above Subparagraphs 29.4 and 29.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of Personnel providing services through this Contract.
- 29.8 CONTRACTOR attests, by signing this Contract, 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.

29.9 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. ADMINISTRATOR may determine whether such Personnel may continue to provide services under this Contract and shall provide notice of such determination to CONTRACTOR in writing. CONTRACTOR's failure to comply with ADMINISTRATOR's decision shall be deemed a material breach of this Contract, pursuant to Paragraph 20 above.

29.10 COUNTY has the right to approve or disapprove all of CONTRACTOR's Personnel performing work hereunder, and any proposed changes in CONTRACTOR's Personnel.

29.11 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.

29.12 CONTRACTOR shall notify COUNTY within forty-eight (48) hours when Personnel is terminated for cause from working on this Contract.

29.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph 29.13 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

30. EMPLOYMENT ELIGIBILITY VERIFICATION

As applicable, CONTRACTOR attests, by signing this Contract, 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.

31. 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.

32. 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.

33. CONFIDENTIALITY

33.1 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.

33.2 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.

33.3 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.

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

33.5 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.

33.5.1 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.

33.5.2 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.

34. SECURITY

Contractor shall abide by the requirements in Attachment B.

35. 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.

36. 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.

37. SERVICES DURING EMERGENCY AND/OR DISASTER

37.1 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.

37.2 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, at COUNTY's sole cost and expense, within reason and within CONTRACTOR's capacity.

37.3 CONTRACTOR shall service COUNTY during emergencies and/or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. With the exception of overtime hours which require pre-authorization, reimbursement of ordinary expenditures provided during or after an emergency/disaster shall be calculated by the same rates that apply during non-

emergency/disaster conditions.

- 37.4 Emergency Publicity & 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 CONTRACTOR's 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.

38. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

- 38.1 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.
- 38.2 CONTRACTOR may develop and publish information related to this Contract where all of the following conditions are satisfied:
- 38.2.1 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;
- 38.2.2 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;
- 38.2.3 The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:
- 38.2.3.1 Any commercial product or service; and
- 38.2.3.2 Any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR; and
- 38.2.4 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>.

39. REPORTS

- 39.1 CONTRACTOR shall provide information deemed necessary by ADMINISTRATOR to complete any State-required reports related to the services provided under this Contract.
- 39.2 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.

40. 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).

41. 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:

- 41.1 No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;
- 41.2 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

41.3 It will notify COUNTY and EPA about any known violation of the above laws and regulations.

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

42.1 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 42.1.1.1 - 42.1.1.4.

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

42.1.1.1 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.

42.1.1.2 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.

42.1.1.3 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.

42.1.1.4 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.

43. 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.

44. TERMINATION PROVISIONS

44.1 ADMINISTRATOR may terminate this Contract without cause after thirty (30) days written notice. Either party may terminate this Contract without penalty, immediately with cause. Notice shall be deemed served as outlined in Subparagraph 10.2 of this Contract. Cause shall include, but not be limited to, any breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of either party, discontinuance of the services for reasons within CONTRACTOR’s reasonable control, termination of COUNTY funding as outlined in Subparagraph 44.4 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 either party of the right to terminate this Contract for cause, or exercise by the ADMINISTRATOR to terminate without cause, shall

relieve the parties of all further obligations under this Contract.

- 44.2 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 and CONTRACTOR.
- 44.3 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.
- 44.4 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: (i) ADMINISTRATOR shall immediately terminate this Contract, without penalty to either party; (ii) ADMINISTRATOR shall provide CONTRACTOR with prior written notification of its decisions to immediately terminate the Contract; (iii) such decision of ADMINISTRATOR shall be binding on CONTRACTOR; and, (iv) CONTRACTOR shall immediately comply with ADMINISTRATOR’s decision. In the event funding is reduced, ADMINISTRATOR shall request to amend the Contract to reduce COUNTY’s maximum obligation upon thirty (30) days’ prior written notice to CONTRACTOR sent in accordance with the Notices section of this Contract. Upon CONTRACTOR’s receipt of such request, the parties shall negotiate in good faith,

an amendment reducing COUNTY's maximum obligation and a proportionate reduction in CONTRACTOR's service obligations. Prior to being effective, any such amendment must be agreed upon and signed by both parties.

- 44.5 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.

45. 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.

46. SIGNATURE IN COUNTERPARTS

- 46.1 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.
- 46.2 CONTRACTOR represents and attests, by signing this Contract 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.

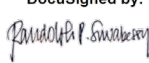
Contractor: THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

Randolph Siwabessy

Chief Financial Officer and Senior Vice President

Print Name

Title

DocuSigned by:

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4/16/2024 | 12:32:57 PM PDT

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

DocuSigned by:
Carolyn S. Frost

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Signature

Title

4/16/2024 | 4:42:52 PM PDT

Date

ATTACHMENT A
SCOPE OF WORK
FOR THE PROVISION OF
ELDER AND DEPENDENT ADULT ABUSE CONSULTATION SERVICES

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide Elder and Dependent Adult Abuse Consultation Services to Social Services Agency (SSA) staff for Orange County residents who are over the age of sixty (60) or a dependent adult between the ages of eighteen (18) and fifty-nine (59), or as determined by the master plan on aging, who is a suspected victim of elder or dependent adult abuse and have been referred by SSA, or by other referring agency. Contractor shall also provide evaluation services for clients who have been referred by SSA or other referring agency.

2. DEFINITIONS

2.1 Assessment Team: A team of University of California Irvine (UCI) School of Medicine, Department of Family Medicine staff, including, but not limited to, geriatrician(s), psychologist(s), and other appropriate specialists formed to assess/evaluate referrals from SSA and the EAFC Member Agencies and perform other services contained in this Attachment A. The Assessment Team meets under the umbrella of the Elder Abuse Forensic Center (EAFC) to discuss and provide SSA staff and EAFC members with case consultation services and/or Next Steps as described in Subparagraph 2.92.9 of this Attachment A.

2.2 EAFC Meetings: regularly scheduled MDT meetings with SSA staff, EAFC Member Agencies, and the Assessment Team, as described in Subparagraph 2.8 of this Attachment A, to consult on cases, provide medical/psychological information and consultation, review medical/psychological records, strategize on appropriate case interventions, and provide appropriate action plan and/or Next Steps as described in Subparagraph 2.9 of this Attachment A.

2.3 Capacity Assessment: An examination conducted by an authorized medical professional and/or psychologist, used to check for cognitive impairments

(problems with thinking, communication, understanding and memory) that impairs or disturbs decision making.

- 2.4 Elder Death Review Team (EDRT): A team composed of representatives from SSA, long-term care ombudsman's office, local police departments, sheriff's office, district attorney, the court system, mental health and public health agencies, facility licensing/certification agencies, and other related organizations. The EDRT meets on a quarterly basis, in person and/or virtually, to review cases of elder deaths and determine appropriate cases to be discussed with the Orange County Coroner Division for potential legal action.
- 2.5 Elder Abuse Forensic Center (EAFC): A Multi-Disciplinary Team that convenes at regularly scheduled EAFC meetings in person and/or virtually and is staffed to include, but not limited to, community and Orange County agencies from legal, medical, social services, mental health services, ombudsman services, licensing and certification agencies, law enforcement agencies, community-based organizations providing domestic violence and legal services, and any other agencies that provide services to elder and dependent adult population, reviews suspected cases of elder and dependent abuse, and/or provide services such as: case reviews and action plans, in-home medical and mental status assessments, in-home evidentiary investigation, education, training, consultation, and review of medical records.
- 2.6 Financial Abuse Specialist Team (FAST): A program of the Orange County's Office on Aging that convenes a Multi-Disciplinary Team on a monthly basis to consult on cases involving elder abuse specific to financial abuse allegations. FAST consists of designated financial abuse specialists and other professionals in the community, including but not limited to: SSA staff and representatives from State and federal law enforcement, banks, and Social Security Administration.
- 2.7 Medical Records Review: A detailed evaluation of records, including, but not limited to: medical, legal, and related investigatory documents, and a written report to SSA and/or the referring agency. Reviews may include a follow up phone consultation with SSA and/or the referring agency, on an as needed basis, as

determined by the referring agency.

2.8 Multi-Disciplinary Team (MDT): The MDT is allowed under the Welfare and Institutions Code Section 15754 and is comprised of various professionals, including, but not limited to, the Assessment Team, SSA staff, law enforcement, home health care agencies, hospitals, Public Guardian, HCA/BHS, District Attorney, Ombudsman, and others as designated by ADMINISTRATOR. The MDT will assist in the development of an interagency action plan or in identifying Next Steps to ensure coordination with community resources and to avoid duplication of efforts.

2.9 Next Steps: Steps identified and developed by the MDT to appropriately achieve client safety and establish preventative measures to prevent future elder and dependent adult abuse. Next Steps include, but are not limited to: conducting an in-person home evaluation with members of the EAFC; review of medical records by EAFC medical professionals; and telephone contact by legal, law enforcement or medical professionals to another professional on behalf of client to obtain more information. Next Steps are provided to SSA staff for further action.

2.10 Best Practice Summaries: Case Conference and Elder Death Review summaries that provide feedback on best practices, lessons learned and resources in the management of Elder and Dependent Adult cases.

3. REFERRALS

It is mutually understood that no minimum number of referrals is guaranteed, expressed, or implied under this Contract. Contractor must review all referrals and may deny referrals only with SSA concurrence.

4. HOURS OF OPERATION

4.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the target population(s) as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday, from 8:00 a.m. to 5:00 p.m., except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide

the contracted services on holidays, whenever possible.

- 4.2 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 closure outside of COUNTY's holiday schedule and the hours listed in Subparagraph 4.1 of this Attachment A. Any unauthorized closure shall be deemed a material breach of this Contract, pursuant to Paragraph 20, and shall not be reimbursed.

5. GOAL/OUTCOME

CONTRACTOR shall:

- 5.1 Ensure that a minimum of seventy-five percent (75%) of the cases referred by SSA or other EAFC Member Agencies are presented at the EAFC within thirty (30) calendar days of referral.
- 5.2 Ensure that a minimum of ninety percent (90%) of Medical Record Reviews are submitted to the referring agency within forty-five (45) business days of referral.
- 5.3 Ensure that a minimum of seventy-five percent (75%) of Capacity Assessments are initiated within thirty (30) working days of the date requested . CONTRACTOR and ADMINISTRATOR may mutually agree to extend the report assessment completion deadline.

6. SERVICES

CONTRACTOR shall provide medical and psychological consultation services to SSA staff and clients through the EAFC.

6.1 CONTRACTOR shall:

- 6.1.1 Conduct EAFC Meetings as defined in Subparagraph 2.2 of this Attachment A of this Contract.
- 6.1.2 Conduct Capacity Assessments as defined in Subparagraph 2.3 of this Attachment A of this Contract.
- 6.1.3 Conduct Medical Record Reviews as defined in Subparagraph 2.7 of this

- Attachment A of this Contract.
- 6.1.4 Provide Next Steps to SSA staff as described in Subparagraph 2.9 of this Attachment A of this Contract.
 - 6.1.5 Provide Best Practice Summaries to SSA staff as described in Subparagraph 2.10 of this Attachment A of this Contract.
 - 6.1.6 Attend the FAST meeting monthly, or as otherwise determined by ADMINISTRATOR.
 - 6.1.7 Attend the EDRT meetings quarterly, or as otherwise determined by ADMINISTRATOR.
 - 6.1.8 Provide SSA staff with training on aging, abuse and related issues, as requested by SSA.
 - 6.1.9 Be available by e-mail or telephone to provide consultation to SSA staff in between EAFC meetings for emergency situations, except on the following UC Irvine holidays: New Year's Day, Martin Luther King Day, Presidents' Day, Cesar Chavez Day, Memorial Day, Independence Day, Labor Day, Native American Day, Veterans Day, Thanksgiving Day, Friday after Thanksgiving Day, and Christmas Day.

7. FACILITIES

- 7.1 Assessment services described in Subparagraph 9.3.1 and Subparagraph 9.4.1 of this Attachment A may be provided at the client's home, other mutually agreed upon location, or at:

UC Irvine Medical Center
101 The City Dr. South
Orange, CA 92668

- 7.2 Case Conferences under this Contract shall be provided via Virtual Platform only.

CONTRACTOR and ADMINISTRATOR may mutually agree in writing to add or delete the facility(ies) and location(s) where services will be provided without changing COUNTY'S Maximum Obligation as stated in Subparagraph 21.121.1 of this Contract.

8. BUDGET

- 8.1 The budget for Elder and Dependent Adult Abuse Consultation Services provided pursuant to Attachment A of this Contract is set forth as follows:

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

STAFFING AND BENEFITS:

<u>DIRECT SERVICE POSITIONS</u>	<u>Position Type</u>	<u>Maximum Monthly Rate</u>	<u>FTEs⁽¹⁾</u>	<u>Amount</u>
EAFC Physician	D	\$20,175	0.075	
Staff Psychologist	D	\$43,592	0.30	
Nurse Practitioner	D	\$0	0.01	
Subtotal Direct Service Salaries				\$63,767
Direct Service Benefits				\$24,786
SUBTOTAL DIRECT SERVICE COSTS				<u>\$88,553</u>
 <u>ADMINISTRATIVE POSITIONS</u>				
EAFC/EDRT Director	A	\$6,960	0.025	
EAFC/EDRT Assistant Director	A	\$34,006	0.20	
EAFC Coordinator	A	\$37,010	0.50	
Case Manager	A	\$0	0.01	
Subtotal Administrative Service Salaries				\$77,976
Administrative Service Benefits				\$22,917
SUBTOTAL ADMINISTRATIVE SERVICE COSTS				<u>\$100,893</u>
Employee Practice Liability	0.0113 of earnings			\$1,603
TOTAL SALARIES AND BENEFITS⁽²⁾				<u>\$191,049</u>
Supplies ⁽³⁾				\$50
Mileage Reimbursement				\$141
Overhead Cost (24.6%) ⁽⁴⁾				\$37,483
MAXIMUM OBLIGATION				<u>\$228,723</u>

ESTIMATED BUDGET FOR PERIOD OF JULY 1, 2025 THROUGH JUNE 30, 2026

STAFFING AND BENEFITS:

<u>DIRECT SERVICE POSITIONS</u>	<u>Position</u> <u>Type</u>	<u>Maximum</u> <u>Monthly</u> <u>Rate</u>	<u>FTEs⁽¹⁾</u>	<u>Amount</u>
E AFC Physician	D	\$20,175	0.075	
Staff Psychologist	D	\$45,597	0.30	
Nurse Practitioner	D	\$0	0.01	
Subtotal Direct Service Salaries				\$65,772
Direct Service Benefits				\$26,622
SUBTOTAL DIRECT SERVICE COSTS				<u>\$92,394</u>

ADMINISTRATIVE POSITIONS

E AFC/EDRT Director	A	\$6,960	0.025	
E AFC/EDRT Assistant Director	A	\$35,570	0.20	
E AFC Coordinator	A	\$38,712	0.50	
Case Manager	A	\$0	0.01	
Subtotal Administrative Service Salaries				\$81,242
Administrative Service Benefits				\$25,084
SUBTOTAL ADMINISTRATIVE SERVICE COSTS				<u>\$106,326</u>

Employee Practice Liability	0.0127 of earnings			\$1,862
TOTAL SALARIES AND BENEFITS⁽²⁾				<u>\$200,582</u>

Supplies ⁽³⁾				\$50
Mileage Reimbursement				\$152
Overhead Cost (24.6%) ⁽⁴⁾				\$39,353

MAXIMUM OBLIGATION **\$240,137**

ESTIMATED BUDGET FOR PERIOD OF JULY 1, 2026 THROUGH JUNE 30, 2027

STAFFING AND BENEFITS:

<u>DIRECT SERVICE POSITIONS</u>	<u>Position</u> <u>Type</u>	<u>Maximum</u> <u>Monthly</u> <u>Rate</u>	<u>FTEs⁽¹⁾</u>	<u>Amount</u>
EAFC Physician	D	\$20,925	0.075	
Staff Psychologist	D	\$47,694	0.30	
Nurse Practitioner	D	\$0	0.01	
Subtotal Direct Service Salaries				\$68,619
Direct Service Benefits				\$28,790
SUBTOTAL DIRECT SERVICE COSTS				<u>\$97,409</u>

ADMINISTRATIVE POSITIONS

EAFC/EDRT Director	A	\$7,225	0.025	
EAFC/EDRT Assistant Director	A	\$37,206	0.20	
EAFC Coordinator	A	\$40,493	0.50	
Case Manager	A	\$0	0.01	
Subtotal Administrative Service Salaries				\$84,924
Administrative Service Benefits				\$27,479
SUBTOTAL ADMINISTRATIVE SERVICE COSTS				<u>\$112,403</u>

Employee Practice Liability	0.0142 of earnings			\$2,178
TOTAL SALARIES AND BENEFITS⁽²⁾				<u>\$211,990</u>

Supplies ⁽³⁾				\$50
Mileage Reimbursement				\$164
Overhead Cost (24.6%) ⁽⁴⁾				\$41,592

MAXIMUM OBLIGATION **\$253,796**

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

(2) Salaries and Benefits are costs that are incurred and specifically allocable to the provision of services identified in this Contract. 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 the actual salary expense claimed.

(3) Supplies include, but are not limited to, office supplies necessary in order to provide services such as folders, paper, pencils, pens, ink, etc. Supplies do not include meal purchases or catering costs.

(4) Overhead Costs are costs that are incurred for an organization's common objectives and that cannot be readily identified with a particular final cost objective.

8.2 For the purpose of meeting specific program needs, CONTRACTOR may request to reallocate funds between budgeted line items by utilizing a Budget Modification Request form provided by ADMINISTRATOR, which shall include a justification narrative specifying the purpose of the request, the amount of said funds to be reallocated, and the sustaining annual impact as applicable to the current and subsequent fiscal years. CONTRACTOR shall obtain advance written approval from ADMINISTRATOR for any Budget Modification Request prior to implementation. Failure to obtain advance written notice approval for any proposed Budget Modification Request may result in disallowance of reimbursement for those costs.

8.3 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 obligation as stated in Subparagraph 21.1 of this Agreement or reducing the level of service to be provided by CONTRACTOR.

8.4 CONTRACTOR shall seek other funding to support the services provided under

this Contract. In the event CONTRACTOR obtains such funding, CONTRACTOR shall follow the provisions set forth in Paragraph 24, entitled Revenue, of this Contract.

- 8.5 Further, in accordance with Subparagraph 44.444.4 of this Contract, in the event ADMINISTRATOR reduces the maximum funding obligation as stated in Subparagraph 21.121.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Attachment A. Failure to obtain advance written approval for any proposed Budget Modification Request may result in disallowance of reimbursement for those costs.
- 8.6 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.

9. STAFF

CONTRACTOR shall provide an Assessment Team as defined in Subparagraph 2.1 of Attachment A of this Contract consisting of the following staff:

9.1 EAFC/EDRT Director

9.1.1 Minimum Qualifications:

9.1.1.1 Doctorate in gerontology and public policy, Medical Doctor, or Registered Nurse in California, in good standing with the Medical Board of California, California Board of Registered Nursing, and/or California Department of Consumer Affairs;

9.1.1.2 Five (5) years of experience in geriatrics and gerontology; and

9.1.1.3 Two (2) years of experience working with vulnerable populations.

9.1.2 Duties:

9.1.2.1 Oversee and facilitate the Elder Abuse Forensic Center;

9.1.2.2 Recruit and orient team members;

9.1.2.3 Attend monthly FAST meetings as needed;

- 9.1.2.4 Attend quarterly EDRT meetings;
 - 9.1.2.5 Serve as a liaison between SSA staff and community-based physicians;
 - 9.1.2.6 Develop policies and systems for EAFC operations;
 - 9.1.2.7 Provide oversight on adherence to policies and procedures;
 - 9.1.2.8 Develop a code of conduct to comply with federal confidentiality guidelines required by the Health Insurance Portability and Accountability Act;
 - 9.1.2.9 Be point-of-contact for media, policymakers, researchers, and other professionals in the field of elder abuse; and
 - 9.1.2.10 Develop special projects related to elder abuse identification, evaluation, prevention and treatment of elder abuse and neglect.
- 9.2 EAFC/EDRT Assistant Director
- 9.2.1 Minimum Qualifications:
 - 9.2.1.1 Advanced Degree in Social Work, Gerontology, Public Health, or a related field;
 - 9.2.1.2 Five (5) years of experience in geriatrics; and
 - 9.2.1.3 Two (2) years of experience working with vulnerable populations.
 - 9.2.2 Duties:
 - 9.2.2.1 Facilitate the EAFC;
 - 9.2.2.2 Recruit and orient team members;
 - 9.2.2.3 Attend monthly FAST meetings as needed;
 - 9.2.2.4 Attend quarterly EDRT meetings;
 - 9.2.2.5 Serve as a liaison between SSA staff and OC Sheriff Department, OC Office of the District Attorney, OC Public Guardian, Human Options, Legal Aid, UCI Division of Geriatric Medicine, Ombudsman, and OC Courts;
 - 9.2.2.6 Assist the Director in developing policies and systems for EAFC operations;
 - 9.2.2.7 Follow-up with agencies to ensure follow-through on case

progression;

9.2.2.8 Oversee the work of the Coordinator of the EAFC to ensure privacy, efficiency, and effectiveness of the handling of EAFC cases;

9.2.2.9 Develop training programs, materials and curricula;

9.2.2.10 Identify funding opportunities for the continuation of the EAFC and assist with grant writing for funding opportunities in support of the EAFC; and

9.2.2.11 Perform other job-related duties as assigned.

9.3 EAFC Physician and/or Nurse Practitioner

9.3.1 Minimum Qualifications:

9.3.1.1 Medical Doctor or Registered Nurse licensed in California, in good standing with the Medical Board of California, California Board of Registered Nursing, and/or California Department of Consumer Affairs;

9.3.1.2 Certificate of Added Qualifications in Geriatrics and/or two (2) years of experience in geriatric medicine; and

9.3.1.3 Two (2) years of experience working with vulnerable populations.

9.3.2 Duties:

9.3.2.1 Chair the EDRT quarterly meetings;

9.3.2.2 Direct the EDRT with the appropriate cases of elder deaths to be discussed with Orange County Coroner Division;

9.3.2.3 Provide oversight to the EAFC Coordinator;

9.3.2.4 Review the mission and policies of the EDRT;

9.3.2.5 Review supporting medical records and provide medical consultation for cases discussed at the EDRT;

9.3.2.6 Provide in-person medical assessments, in cases of alleged elder and disabled adult mistreatment, in the client's home or another mutually agreed upon location;

9.3.2.7 Review medical records, video recordings and photographs for

the purpose of helping to substantiate or negate aspects of cases, including the review of medication lists, recommendations regarding Next Steps, and ideas regarding case management;

9.3.2.8 Attend weekly case conference meetings (MDT) for case review(s);

9.3.2.9 Conduct case conferences, client assessment, medical record review, and elder abuse death review; and

9.3.2.10 Provide consultation to SSA staff on an emergency basis.

9.4 Staff Psychologist

9.4.1 Minimum Qualifications:

9.4.1.1 Clinical Psychologist licensed in California, in good standing with the Board of Psychology and California Department of Consumer Affairs; and

9.4.1.2 Two (2) years of experience working with vulnerable populations.

9.4.2 Duties:

9.4.2.1 Conduct case conferences, client assessment, medical record review, and elder abuse death review;

9.4.2.2 Provide consultation to SSA staff on an emergency basis;

9.4.2.3 Attend meetings for case review;

9.4.2.4 Attend EDRT quarterly meetings;

9.4.2.5 Review supporting medical records and provide medical consultation for cases discussed at the EDRT as requested by EDRT Director;

9.4.2.6 Provide cognitive and mental health assessments, in cases of alleged elder and disabled adult mistreatment, either in the client's home, in the office, or another mutually agreed upon location;

9.4.2.7 Review medical records and/or video recordings for the purpose of helping to substantiate or negate allegations of mistreatment;

9.4.2.8 Advise SSA staff on Next Steps in evaluation or care; and

9.4.2.9 Assist with determination of client mental capacity.

9.5 EAFC Coordinator

9.5.1 Minimum Qualifications:

9.5.1.1 Two (2) years of experience working with vulnerable populations.

9.5.2 Duties:

9.5.2.1 Provide professional support to the EAFC and the Director;

9.5.2.2 Organize and prepare for EAFC Case Review meetings;

9.5.2.3 Coordinate post-EAFC meeting follow-up items;

9.5.2.4 Assist with special projects regarding elder abuse;

9.5.2.5 Attend weekly case conference meetings (MDT) for case review(s);

9.5.2.6 Attend monthly FAST Meetings; as needed.

9.5.2.7 Coordinate and attend quarterly EDRT meetings; and

9.5.2.8 Serve as the liaison for the EAFC Team.

9.6 Case Manager

9.6.1 Minimum Qualifications:

9.6.1.1 Bachelor's degree in social work, gerontology, or related field. Advanced degree is preferred.

9.6.1.2 Two (2) years of experience working with vulnerable populations.

9.6.2 Duties:

9.6.2.1 Attend regularly scheduled EAFC meetings;

9.6.2.2 Maintain an open line of communication with the referring agency to provide/receive status updates and prevent duplication of services;

9.6.2.3 Build rapport with the client and gather information needed to address the identified needs;

9.6.2.4 Identify barriers that may interfere with attaining solutions for the identified needs;

9.6.2.5 Utilize the Mini-Mental State Examination (MMSE) when

cognitive issues are a concern to determine the need for a full capacity assessment by the EAFC doctors/psychologists;

- 9.6.2.6 Identify other needs and present findings at the EAFC meeting for disposition;
- 9.6.2.7 Develop and implement a care/safety plan that supports the client's well-being and stability;
- 9.6.2.8 Actively work on cases to ensure case closure within ninety (90) days or as determination by SSA;
- 9.6.2.9 Ensure appropriate services, make referrals, and coordinate assistance from service providers that address client's needs, and prevents current and future abuse from reoccurring (e.g. legal services, linkages to community referrals and resources, conservatorship, caregivers, Power of Attorney assigned when appropriate);
- 9.6.2.10 Advocate for client's rights, fair treatment, and access to services;
- 9.6.2.11 Assess for other needs/safety concerns and re-discuss with the team for further recommendations (e.g. assisting client with application for In-Home Supportive Services, linking client to in-home care/respite care services, etc.);
- 9.6.2.12 Report to appropriate agency if there are additional safety concerns and/or the client appears susceptible to future abuse;
- 9.6.2.13 Utilize interventions as directed by the EAFC/EDRT Director;
- 9.6.2.14 Working with service providers to ensure continuum of care services;
- 9.6.2.15 Provide assistance/support to client's family/friends who are actively involved in client's care (e.g. support groups, resource/referrals linkages, older adult care education);
- 9.6.2.16 Identify problematic situations, diminished capacity concerns, barriers in accessing services, etc. that make the client susceptible to recurring abuse;

- 9.6.2.17 Empower the client and implement services that enable the client to live independently in home safely with the appropriate measures set in place that reducing abuse recurrence;
- 9.6.2.18 Recommend interventions to the EAFC Team and work on implementing additional measures until case closure; and
- 9.6.2.19 Record activities and results on data collection tool for outcome analysis.

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 any non-public data or 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 such occurrence; (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 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.