

CONTRACT
BETWEEN
COUNTY OF ORANGE
AND
OLIVE CREST
FOR THE PROVISION OF
TRANSITIONAL HOUSING PLACEMENT PROGRAM FOR MINOR FOSTER CHILDREN
SERVICES

This Contract is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and OLIVE CREST a California non-profit corporation, hereinafter referred to as “CONTRACTOR.” This Contract shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as “ADMINISTRATOR.”

WITNESSETH:

WHEREAS, COUNTY issued a Request For Proposal for Transitional Housing Placement Program for Minor Foster Children services in 2023;

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of Transitional Housing Placement Program for Minor Foster Children services;

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

WHEREAS, such services are authorized and provided for pursuant to California Welfare and Institutions Code Sections 16522 and 16522.1, Health and Safety Code Sections 1559.110 and 1559.115;

ACCORDINGLY, THE PARTIES AGREED AS FOLLOWS:

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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 42 of this Contract; however, CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, audits, reporting and accounting. This Contract may be renewed thereafter for a two-year term upon mutual agreement of both parties. The COUNTY does not have to provide a reason if it elects not to renew this Contract.

2. ALTERATION OF TERMS

2.1 This Contract, including any Attachment(s) attached hereto and incorporated by reference, fully expresses all understandings of the parties and is the total agreement between the parties as to the subject matter of this Contract. No addition to, or alteration of, the terms of this Contract, whether written or verbal, are valid or binding unless made in the form of a written amendment to this Contract which is formally approved and executed by both parties.

2.2 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the Contract.

3. STATUS OF CONTRACTOR

3.1 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor, and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR's agents or employees. CONTRACTOR assumes exclusively the responsibility for the acts of its employees or agents as they relate to services to be provided during the course and scope of their employment.

3.2 CONTRACTOR, its agents, and employees shall not be entitled to any rights and/or privileges of COUNTY employees, and shall not be considered in any manner to be COUNTY employees.

4. DESCRIPTION OF SERVICES

- 4.1 CONTRACTOR agrees to provide those services, facilities, equipment, and supplies, as described in the Attachment to the Contract between County of Orange and OLIVE CREST, for the Provision of Transitional Housing Placement Program for Minor Foster Children 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.
- 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 warrants that it and its personnel, described in Paragraph 27 of this Contract, who are subject to individual registration and/or licensing requirements, have all necessary licenses and permits required by the laws of the United States, State of California (hereinafter referred to as "State"), County of Orange, and all other appropriate governmental agencies to perform the services described in this Contract, and agrees to maintain, and require its personnel to maintain, these licenses and permits in effect for the duration of this Contract. Further, CONTRACTOR warrants that its employees shall conduct themselves in compliance with such laws and licensure requirements, including, without limitation, compliance with laws applicable to sexual harassment and ethical behavior. CONTRACTOR must notify ADMINISTRATOR within one (1) business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).
- 5.2 In the performance of this Contract, CONTRACTOR shall comply with all applicable provisions of the California Welfare and Institutions Code (WIC); Title

45 of the Code of Federal Regulations (CFR); implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards; and all applicable laws and regulations of the United States, State of California, County of Orange, and County of Orange Social Services Agency, and all administrative regulations, rules, and policies adopted thereunder, as each and all may now exist or be hereafter amended.

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

6. DELEGATION AND ASSIGNMENT/CHANGE OF OWNERSHIP

6.1 Delegation and Assignment

6.1.1 In the performance of this Contract, CONTRACTOR may neither delegate its duties or obligations nor assign its rights, either in whole or in part, without the prior written consent of COUNTY. Any attempted delegation or assignment without prior written consent shall be void. The transfer of assets in excess of ten percent (10%) of the total assets of CONTRACTOR, or any change in the corporate structure, the governing body, or the management of CONTRACTOR, which occurs as a result of such transfer, shall be deemed an assignment of benefits under the terms of this Contract requiring COUNTY approval.

6.1.2 COUNTY reserves the right to immediately terminate the Contract in the event COUNTY determines that the assignee is not qualified or otherwise acceptable to COUNTY for the provision of services under the Contract.

6.2 Change of Ownership

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

7. SUBCONTRACTS

7.1 CONTRACTOR shall not subcontract for services under this Contract without the prior written consent of ADMINISTRATOR. 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 and shall permit ADMINISTRATOR access, during business hours, to books, records, and accounts in order to ascertain CONTRACTOR's compliance with Paragraph 9 et seq.

9.3 Non-Discrimination in Employment

9.3.1 CONTRACTOR shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (Title 41 CFR Part 60).

9.3.2 All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR shall state that all qualified applicants will receive consideration for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military and veteran status, or any other protected group, in accordance with the requirements of all applicable federal or State laws. Notices describing the provisions of the equal opportunity clause shall be posted in a conspicuous place for employees and job applicants.

9.3.3 CONTRACTOR shall refer any and all employees desirous of filing a formal discrimination complaint to:

California Department of Fair Employment
2218 Kausen Drive, Suite 100
Elk Grove, CA 95758
Telephone: (800) 884-1684
(800) 700-2320 (TTY)

9.4 Non-Discrimination in Service Delivery

9.4.1 CONTRACTOR shall comply with Titles VI and VII of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975, as amended; the Food Stamp Act of 1977, as amended, and in particular 7 CFR section 272.6; Title II of the Americans with Disabilities Act of 1990, as amended; California Civil Code Section 51 et seq., as amended; California Government Code (CGC) Sections 11135-11139.5, as amended; CGC Section 12940 (c), (h), (i), and (j); CGC Section 4450; Title 22, California Code of Regulations (CCR) Sections 98000-98413; the Dymally-Alatorre Bilingual Services Act (CGC Section 7290-7299.8); Section 1808 of the Removal of Barriers to Interethnic Adoption Act of 1996; and other applicable federal and State laws, as well as their implementing regulations (including Title 45 CFR Parts 80, 84, and 91; Title 7 CFR Part 15; and Title 28 CFR Part 42), and any other law pertaining to Equal Employment Opportunity, Affirmative Action, and Nondiscrimination, as each may now exist or be hereafter amended. CONTRACTOR shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the CDSS Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Subparagraph 9.4 et seq.

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

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

9.4.2.2 Discrimination Complaint Form

9.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

P.O. Box 944243, M/S 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: Olive Crest
2130 E. 4th Street, Suite 200
Santa Ana, CA 92705

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 their elected and appointed officials, officers, employees, agents,

and those special districts and agencies which COUNTY's Board of Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims, demands, or liability of any kind or nature, including, but not limited to, personal injury or property damage arising from or related to the services, products, or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

13. INSURANCE

- 13.1 Prior to the provision of services under this Contract, CONTRACTOR agrees to carry all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Contract have been complied with. CONTRACTOR agrees to keep such insurance coverage current, provide Certificates of Insurance and endorsements to ADMINISTRATOR during the entire term of this Contract.
- 13.2 CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Contract for inspection by COUNTY representative(s) at any reasonable time.
- 13.3 All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs in excess of fifty thousand dollars (\$50,000) shall specifically

be approved by the COUNTY's Risk Manager, or designee. COUNTY reserves the right to require current audited financial reports from CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR will indemnify COUNTY for any and all claims resulting or arising from CONTRACTOR's services in accordance with the indemnity provision stated in this Contract.

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

13.5 Qualified Insurer

13.5.1 The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com).

13.5.2 If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

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

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

Network Security & Privacy Liability	\$1,000,000 per claims-made
Professional Liability Insurance	\$1,000,000 per claims-made or occurrence \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

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

13.6 Required Coverage Forms

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

13.6.2 Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

13.7 Required Endorsements

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

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

13.7.1.2 A primary non-contributory endorsement using ISO form CG 20 01 04 13, or a form at least as broad, evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County shall be excess and non-contributory.

13.7.2 The Network Security and Privacy Liability policy shall contain the

- following endorsements which shall accompany the Certificate of Insurance.
- 13.7.2.1 An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds for its vicarious liability.
- 13.7.2.2 A primary and non-contributory endorsement evidencing that the CONTRACTOR's insurance is primary, and any insurance or self-insurance maintained by the County shall be excess and non-contributing.
- 13.8 All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees, and agents when acting within the scope of their appointment or employment.
- 13.9 CONTRACTOR shall provide thirty (30) days prior written notice to the County of any policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the Contract, upon which the COUNTY may suspend or terminate this Contract.
- 13.10 If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability policy are a "Claims-Made" policy, CONTRACTOR shall agree to the following:
- 13.10.1 The retroactive date must be shown and must be before the date of the Contract or the beginning of the Contract services.
- 13.10.2 Insurance must be maintained, and evidence of insurance must be provided for at least three (3) years after expiration or earlier termination of Contract services.
- 13.10.3 If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of the Contract services, Contractor must purchase an extended reporting

period for a minimum of three (3) years after expiration of earlier termination of the Contract.

- 13.11 The Commercial General Liability policy shall contain a severability of interests clause also known as a “separation of insureds” clause (standard in the ISO CG 0001 policy).
- 13.12 Insurance certificates should be forwarded to COUNTY at the address indicated in Paragraph 10 of this Contract.
- 13.13 If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or ADMINISTRATOR, award may be made to the next qualified proponent.
- 13.14 COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect COUNTY.
- 13.15 COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not provide acceptable Certificates of Insurance and endorsements to COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.
- 13.16 The procuring of such required policy or policies of insurance shall not be construed to limit CONTRACTOR’s liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.
14. NOTIFICATION OF LITIGATION, INCIDENTS, CLAIMS, OR SUITS
CONTRACTOR shall report to COUNTY, in writing within twenty-four (24) hours of occurrence, the following:
- 14.1 Any instance in which CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect CONTRACTOR’s performance under this Contract. While CONTRACTOR is required to provide

this information without prompting from COUNTY, any time there is a change to CONTRACTOR's litigation status, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

- 14.2 Any accident or incident relating to services performed under this Contract that involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY.
 - 14.3 Any third party claim or lawsuit filed against CONTRACTOR arising from or relating to services performed by CONTRACTOR under this Contract.
 - 14.4 Any injury to an employee of CONTRACTOR that occurs on COUNTY property.
 - 14.5 Any loss, disappearance, destruction, misuse or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the term of this Contract.
 - 14.6 Any Notice of Contract Breach, or equivalent, received from any entity for whom CONTRACTOR is providing the same or similar services, under a written contract, regardless of service location or jurisdiction.
15. CONFLICT OF INTEREST
- 15.1 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with COUNTY interests. In addition to the CONTRACTOR, this obligation shall apply to, CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. The CONTRACTOR's efforts shall include, but not be limited to, establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their duties.
 - 15.2 CONTRACTOR shall notify COUNTY, in writing, of any potential conflicts of interest between CONTRACTOR and COUNTY that may arise prior to, or during the period of, Contract performance. While CONTRACTOR will be required to provide this information without prompting from COUNTY any time there is a

change regarding conflict of interest, CONTRACTOR must also provide an update to COUNTY whenever requested by COUNTY.

16. ANTI-PROSELYTISM PROVISION

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

17. SUPPLANTING GOVERNMENT FUNDS

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

18. EQUIPMENT

18.1 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.

19. BREACH SANCTIONS

19.1 Failure by CONTRACTOR to comply with any of the provisions, covenants, or conditions of this Contract shall be a material breach of this Contract. In such event, ADMINISTRATOR may, and in addition to immediate termination and any other remedies available at law, in equity, or otherwise specified in this Contract:

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

19.1.2 Discontinue reimbursement to CONTRACTOR for and during the period in which CONTRACTOR is in breach, which reimbursement shall not be entitled to later recovery; and/or

19.1.3 Offset against any monies billed by CONTRACTOR but yet unpaid by COUNTY those monies disallowed pursuant to Subparagraph 19.1.2 above.

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

20. PAYMENTS

20.1 During the term of this Contract, COUNTY shall pay CONTRACTOR monthly in arrears, the rate of reimbursement for the services provided under this Contract as established by COUNTY. Payments shall accrue from the date the Program Participant is placed and terminate on the date before the Program Participant is discharged, removed, runs away, or otherwise leaves CONTRACTOR's facility. No payment shall accrue to CONTRACTOR if the Program Participant is placed in and removed from the facility and placed in another facility on the same day, i.e., the Program Participant must spend the night in the facility before payment shall accrue.

20.2 Upon prior written approval of Program Participant's County Social Worker (SW) or Probation Officer (PO), COUNTY may continue to pay for care for up to fourteen (14) days when a Program Participant leaves the CONTRACTOR's facility prior to the planned discharge date (e.g., runaway) if CONTRACTOR has agreed to take the Program Participant back immediately upon notice during the period of continued payment.

20.3 CONTRACTOR shall provide written notice to the Orange County Foster Care Eligibility Team immediately, and no later than within thirty (30) days of the receipt of a payment for an Orange County placement, which is inconsistent with the period of placement and results in an overpayment or an underpayment. The overpayment or underpayment shall be identified by the Program Participant's name, case number, caseload number, and the amount of underpayment or overpayment.

21. OVERPAYMENTS

Any payment(s) made by COUNTY to CONTRACTOR in excess of that to which CONTRACTOR is entitled under this Contract shall be repaid to COUNTY, in accordance with any applicable regulations and/or policies in effect during the term of this Contract, or as established by COUNTY procedure. Any overpayments made by COUNTY which result from a payment by any other funding source shall be repaid, at the discretion of 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.

22. 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.

23. MEDICAL COSTS

23.1 It is anticipated that any medical costs for Program Participants placed by COUNTY under this Contract will be paid by the State Medi-Cal program during such periods as the Program Participant is eligible for health care services under that program.

23.2 If the Program Participant is ineligible for Medi-Cal, or medical service is not covered by Medi-Cal, CONTRACTOR will notify the Program Participant's County SW or PO and specify the medical treatment needed and approximate cost. Except in emergencies, written authorization by the Program Participant's County SW or PO must be obtained prior to incurring any medical expenses not covered by Medi-Cal. COUNTY may pay for medical services, in accordance with COUNTY procedure, if such services are deemed necessary by COUNTY, and if Medi-Cal rejects coverage. COUNTY will reimburse based on Medi-Cal rates.

23.3 CONTRACTOR will be responsible for controlling the use of each Program Participant's Medi-Cal Beneficiary Identification Card.

24. 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.

25. INDEPENDENT AUDIT

25.1 CONTRACTOR shall employ a licensed certified public accountant who shall prepare and file with ADMINISTRATOR an annual organization-wide audit of related expenditures during the term of this Contract in compliance with 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. If CONTRACTOR is not subject to the aforementioned regulations for any year covered during the term of this Contract, CONTRACTOR shall provide ADMINISTRATOR an Independent Auditor's Report of CONTRACTOR's financial statements. The audit must be performed in accordance with generally accepted government auditing standards. CONTRACTOR shall cooperate with COUNTY, State, and/or federal agencies to ensure that corrective action is taken within six (6) months after issuance of all audit reports with regard to audit exceptions.

25.2 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 each audit within fourteen (14) calendar days of CONTRACTOR's receipt. Failure of CONTRACTOR to comply with this Paragraph shall be sufficient cause for ADMINISTRATOR to deny payment under this or any subsequent Contract with CONTRACTOR until such time as the required audit(s) are provided to ADMINISTRATOR. ADMINISTRATOR may modify CONTRACTOR's audit submission deadline

upon notice to CONTRACTOR.

26. RECORDS, INSPECTIONS, AND AUDITS

26.1 Financial Records

26.1.1 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.

26.1.2 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.

26.2 Client Records

26.2.1 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.

26.2.2 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 42.2 of this contract.

26.2.3 COUNTY may refuse payment for a claim if client records are determined by COUNTY to be incomplete or inaccurate. In the event client records are determined to be incomplete or inaccurate after payment has been made, COUNTY may treat such payment as an overpayment within the

provisions of this Contract.

26.3 Public Records

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

26.4 Inspections and Audits

26.4.1 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.

26.4.2 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.

26.4.3 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.

26.4.4 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.

26.5 Evaluation Studies

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

27. PERSONNEL DISCLOSURE

27.1 This Paragraph 27 applies to all of CONTRACTOR's personnel providing services through this Contract, paid and unpaid, including those identified in Paragraph 16 of Attachment A (hereinafter referred to as "Personnel").

27.2 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:

27.2.1 Names and dates of birth of all Personnel by title, whose direct services are required to provide the programs described herein;

27.2.2 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;

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

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

27.3 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.

27.4 Where authorized by law, CONTRACTOR shall conduct, at no cost to COUNTY, a clearance on the following public websites of the names and dates of birth for all Personnel who will have direct, interactive contact with clients served through this

Contract: U.S. Department of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).

- 27.5 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.
- 27.6 CONTRACTOR shall ensure that clearances and background checks described above in Subparagraphs 27.4 and 27.5 are completed prior to CONTRACTOR's Personnel providing services under this Contract.
- 27.7 In the event a record is revealed through the processes described in above Subparagraphs 27.4 and 27.5, COUNTY will be available to consult with CONTRACTOR on appropriateness of Personnel providing services through this Contract.
- 27.8 CONTRACTOR warrants that all Personnel assigned by CONTRACTOR to provide services under this Contract have satisfactory past work records and/or reference checks indicating their ability to perform the required duties and accept the kind of responsibility anticipated under this Contract. CONTRACTOR shall maintain records of background investigations and reference checks undertaken and coordinated by CONTRACTOR for Personnel assigned to provide services under this Contract, for a minimum of five (5) years from the date of final payment under this Contract, or until all pending COUNTY, State, and federal audits are completed, whichever is later, in compliance with all applicable laws.
- 27.9 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 19 above.

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

27.11 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.

27.12 CONTRACTOR shall notify COUNTY immediately when Personnel is terminated for cause from working on this Contract.

27.13 Disqualification, if any, of CONTRACTOR Personnel, pursuant to this Paragraph 27 shall not relieve CONTRACTOR of its obligation to complete all work in accordance with the terms and conditions of this Contract.

28. EMPLOYMENT ELIGIBILITY VERIFICATION

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

any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

29. 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.

30. 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 <https://cdss.ca.gov/inforesources/ocap/safely-surrendered-baby/ssb-publications> for printing purposes. The information shall be posted in all reception areas where clients are served.

31. CONFIDENTIALITY

31.1 CONTRACTOR agrees to maintain the confidentiality of its records pursuant to WIC Sections 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.

31.2 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.

31.3 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.

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

31.5 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.

31.5.1 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.

31.5.2 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 COUNTY SW or PO.

32. SECURITY

CONTRACTOR shall abide by the requirements in Attachments B and C which are hereby incorporated by reference.

33. 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.

34. 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.

35. SERVICES DURING EMERGENCY AND/OR DISASTER

35.1 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.

35.2 CONTRACTOR agrees to collaborate with COUNTY, on an urgent basis, to adjust service delivery in a manner that assists COUNTY in meeting the needs of clients COUNTY identifies as being impacted by emergencies and/or disasters. Time limited adjustments may include, but are not limited to: providing services at different location(s), assigning staff to work days or hours beyond typical work schedules or that may exceed contracted Full Time Equivalent (FTEs), reassigning staff to an assignment in which their experience or skill is needed, and prioritizing services for staff as requested by COUNTY.

- 35.3 CONTRACTOR shall service COUNTY during emergencies and/or declared disaster under the same terms and conditions that apply during non-emergency/disaster conditions. Compensation of services provided during or after an emergency/disaster shall be calculated by the same unit rates that apply during non-emergency/disaster conditions. Additionally, any costs to continue services to clients during an emergency and/or disaster shall be incurred by the Contractor. These costs may include, but are not limited to: Personal Protective Equipment or other supplies necessary to conduct business during an emergency and/or disaster.
- 35.4 Emergency Publicity & Outreach: In response to natural disasters and local emergencies, at the direction of the COUNTY, CONTRACTOR shall assist the COUNTY with publicity of COUNTY provided emergency benefits informational materials and messaging, to provide CONTRACTOR's clientele with helpful emergency benefits and resource information during emergencies.
36. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA
- 36.1 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.
- 36.2 CONTRACTOR may develop and publish information related to this Contract where all of the following conditions are satisfied:
- 36.2.1 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;
- 36.2.2 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;
- 36.2.3 The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:

36.2.3.1 Any commercial product or service; and

36.2.3.2 Any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR; and

36.2.4 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>.

37. REPORTS

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

37.2 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.

38. 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).

39. 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:

- 39.1 No facility to be utilized in the performance of the proposed grant has been listed on the EPA List of Violating Facilities;
- 39.2 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
- 39.3 It will notify COUNTY and EPA about any known violation of the above laws and regulations.

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

40.1 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 40.1.1 - 40.1.1.4.

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

40.1.1.1 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.

40.1.1.2 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.

40.1.1.3 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.

40.1.1.4 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.

41. 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.

42. TERMINATION PROVISIONS

42.1 ADMINISTRATOR may terminate this Contract without penalty, immediately with cause or after thirty (30) days written notice without cause, unless otherwise specified. Notice shall be deemed served on the date of mailing. Cause shall include, but not be limited, to any breach of contract, any partial misrepresentation whether negligent or willful, fraud on the part of CONTRACTOR, discontinuance of the services for reasons within CONTRACTOR’s reasonable control, and repeated or continued violations of COUNTY ordinances unrelated to performance

under this Contract that, in the reasonable opinion of COUNTY, indicate a willful or reckless disregard for COUNTY laws and regulations. Exercise by ADMINISTRATOR of the right to terminate this Contract shall relieve COUNTY of all further obligations under this Contract.

- 42.2 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.
- 42.3 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.
- 42.4 The obligations of COUNTY under this Contract are contingent upon the availability of federal and/or State funds, as applicable, for the reimbursement of CONTRACTOR’s expenditures, and inclusion of sufficient funds for the services hereunder in the budget approved by the Orange County Board of Supervisors each fiscal year this Contract remains in effect or operation. In the event that such funding is terminated or reduced, ADMINISTRATOR may immediately terminate this Contract, reduce COUNTY’s maximum funding obligation, or modify this Contract, without penalty. The decision of ADMINISTRATOR shall be binding on CONTRACTOR. ADMINISTRATOR will provide CONTRACTOR with written notification of such determination. CONTRACTOR shall immediately comply with ADMINISTRATOR’s decision.
- 42.5 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.

43. COOPERATIVE CONTRACT

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

43.2 The provisions and pricing of this Contract may be extended, at the option of Contractor, to any Municipal, County, Public Utility, Hospital, Educational Institution, or any other non-profit or governmental organization (the "Cooperative Program"). Parties in a Cooperative Program wishing to use this Contract will be responsible for issuing their own purchase documents / price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any agreement entered into with another agency or entity that is entered into pursuant to the provisions and pricing of this Contract a clause that binds the parties to the agreement to "indemnify, defend with counsel approved in writing by the County of Orange, California ("County"), and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided" under the agreement. Failure to so include this clause voids the Contract's extension to a Cooperative Program and will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. The County of Orange makes no guarantee of usage by other users of this Contract.

44. 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.

45. SIGNATURE IN COUNTERPARTS

45.1 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.

45.2 CONTRACTOR represents and warrants that the person executing this Contract on behalf of and for CONTRACTOR is an authorized agent who has actual authority to bind CONTRACTOR to each and every term, condition and obligation of this Contract and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

IN WITNESS WHEREOF, the Parties hereto have executed this Contract the date set forth opposite their signatures. If Contractor is a corporation, Contractor shall provide two (2) signatures as follows: 1) the first signature must be either the Chairman of the Board, the President, or any Vice President; 2) the second signature must be that of the Secretary, an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or by-laws demonstrating the legal authority of the signature to bind the company.

Contractor: OLIVE CREST

Donald Verleur	CEO
_____	_____
Print Name: <i>Donald Verleur</i>	Title
<small>CD27A64C1CE54F0...</small>	2/20/2024 10:07:28 AM PST
Signature	Date

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

Deputized Designee Signature:

_____	<u>Deputy Purchasing Agent</u>
Print Name	Title
_____	_____
Signature	Date

APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA

Carolyn Frost	Deputy County Counsel
_____	_____
Print Name: <i>Carolyn S. Frost</i>	Title
<small>D3AB98D76D0B425...</small>	2/20/2024 2:04:18 PM PST
Signature	Date

ATTACHMENT A
SCOPE OF WORK
FOR THE PROVISION OF
TRANSITIONAL HOUSING PLACEMENT PROGRAM FOR MINOR FOSTER CHILDREN
SERVICES

1. POPULATION TO BE SERVED

1.1 CONTRACTOR shall provide Transitional Housing Placement Program for Minor Foster Children (THPP-M) services to minor foster children and wards referred by the Social Services Agency (SSA) or the Probation Department pursuant to the terms and conditions set forth herein, in accordance with the CONTRACTOR's THPP-M License and Program Statement approved by the California Department of Social Services (CDSS), Community Care Licensing Division (CCLD) and incorporated herein by reference, as it currently exists or may hereafter be amended.

The population to be served as defined in this Paragraph shall hereinafter be referred to as "Program Participant(s)" and shall include program participants who:

1.1.1 Are sixteen (16) and seventeen (17) years old pursuant to Welfare and Institutions Code (WIC) 16522.1, who have been detained, or adjudicated as either dependents or wards of the Orange County Juvenile Court pursuant to WIC Sections 300 or 602 until the Juvenile Court terminates jurisdiction;

1.1.2 Are currently placed in out-of-home care under the supervision of SSA or Probation Department; and

1.1.3 Have an active Transitional Independent Living Plan (TILP) and are participating in Independent Living Program (ILP) services.

2. DEFINITIONS

2.1 After-Care Support: Services available to Program Participants who have exited THPP-M services.

2.2 California Integrated Core Practice Model (ICPM): Provides guidance and standard of practice expected in serving children, youth, and families, and provides

direction in the delivery of timely, effective, and collaborative services. Additionally, the ICPM helps create a culturally responsive and trauma-informed system of care that strengthens the voice and choice of the child, youth, and family and builds consensus around their strengths and needs in service planning and delivery.

- 2.3 Independent Living Program (ILP): A program authorized by the Foster Care Independence Act of 1999 (Public Law 106-169). ILP provides training, services, and benefits to assist current and former foster youth in achieving self-sufficiency prior to, and after leaving, the foster care system.
- 2.4 Needs and Services Plan (NSP): The written plan between the Program Participant, County Social Worker (SW) or Probation Officer (PO) and CONTRACTOR, supporting the TILP goals, outcomes, or other identified beneficial goals to be accomplished by the Program Participant within a mutually agreed upon amount of time; and required by Title 22, California Code of Regulations (CCR), Sections 84068.2 and 84268.2.
- 2.5 Program Agreement: A written plan specifying the THPP-M expectations, rules, and regulations between the Program Participant, County SW or PO and CONTRACTOR. The Program Agreement is not a legally binding contract.
- 2.6 Remote Sites: Single housing units where Program Participants live independently without CONTRACTOR staff living in the same building, which may include apartments, condominiums, or single-family dwellings that are rented, leased, or owned by CONTRACTOR in various locations in Orange County.
- 2.7 Transitional Independent Living Plan (TILP): A plan established by County SW or PO in collaboration with the Program Participant to develop and document meaningful and attainable goals that will support the Program Participant's transition to self-sufficiency and independent living.
- 2.8 Transitional Planning Services Program (TPSP): A department within the Children and Family Services (CFS) Division of SSA which provides referrals to independent living skills training, services, vocational assessment, employment

preparation and assistance, educational resources, and transitional housing to Orange County's dependent youth sixteen (16) to twenty-four (24) years old.

- 2.9 Visitors: Volunteers, repairmen, family members, friends, consulting staff, or any other person who is not a resident or a member of CONTRACTOR's staff.
- 2.10 Youth Thrive: Center for the Study of Social Policy framework and Youth Thrive Survey assessment for advancing healthy adolescent development and well-being, organized around the protective and promotive factors of knowledge of adolescent development, social connections, cognitive and social/emotional competence, and concrete supports in times of need and resilience.

3. LICENSURE

- 3.1 Current THPP-M licensure approved by CDSS, CCLD. CONTRACTOR must be in good standing to operate a California THPP-M facility.

4. PROGRAM STATEMENT

- 4.1 CONTRACTOR shall submit to ADMINISTRATOR a copy of any new or revised Program Statement as approved by CDSS, CCLD or upon request by ADMINISTRATOR, subsequent to the execution of this Contract. The provisions of the revised Program Statement shall supersede the provisions contained in the previous Program Statement to the extent that they conflict.
- 4.2 CONTRACTOR shall provide COUNTY with additional copies of the Program Statement upon request by ADMINISTRATOR.

5. REFERRALS

- 5.1 It is mutually understood that no minimum number of placement referrals is guaranteed, expressed, or implied under this Contract.
- 5.2 SSA and/or the Probation Department shall be the sole source of all referrals for placements to the THPP-M.
- 5.3 It is mutually understood that, at the sole discretion of COUNTY, up to twenty (20) eligible Program Participants may be placed at any one time and in compliance with THPP-M capacity licensing standards set forth under Title 22, CCR, Section 86000 et. Seq.

5.4 CONTRACTOR shall provide services requested by ADMINISTRATOR for the referrals received until the Juvenile Court terminates jurisdiction, or referred Program Participants are ready to transition to an alternate approved placement or emancipate.

6. REFERRAL PROCESS

CONTRACTOR shall:

6.1 Process referrals to the THPP-M as follows:

6.1.1 Assess, interview, and reach a determination of acceptance into the Program for referred Program Applicants.

6.1.2 Contact and schedule an interview date with Program Applicants within seven (7) business days of receipt of referral.

6.1.3 Notify Program Applicant and County SW or PO of acceptance into the Program within three (3) business days of the interview.

6.1.4 Notify Program Applicant and County SW or PO of anticipated move-in date and complete the placement planning process within seven (7) business days of acceptance into the Program.

6.1.5 Notify ADMINISTRATOR of a Program Applicant's failure to participate in the interview process if a Program Applicant misses three (3) consecutive scheduled interview appointments defined as "no-shows."

6.2 Prior to denial of a Program Applicant's application, within three (3) business days of interview, CONTRACTOR shall discuss and identify with County SW or PO and supervisor, any services that could be implemented in order for CONTRACTOR to accept Program Applicant into the Program.

6.3 If CONTRACTOR denies Program Applicant's application, a written denial notice shall be submitted to ADMINISTRATOR within five (5) business days, with specific details supporting the decision. CONTRACTOR shall review and reconsider denial decisions upon request by ADMINISTRATOR.

6.4 CONTRACTOR shall participate in a formal meeting upon request by ADMINISTRATOR to discuss applications that have been denied.

7. OUTCOME OBJECTIVES

CONTRACTOR shall achieve the following Outcome Objectives during the term of this Contract:

- 7.1 Ninety percent (90%) of Program Participants will transition into an alternate approved placement or other stable housing arrangement.
- 7.2 Ninety percent (90%) of Program Participants will complete high school or equivalent.
- 7.3 Ninety percent (90%) of Program Participants will demonstrate strengthening of protective and promotive factors as proxy indicators of well-being as measured by the Youth Thrive Survey assessment, or other standardized assessment measure(s) approved by ADMINISTRATOR.
 - 7.3.1 ADMINISTRATOR may, at its sole discretion, require changes to the Outcome Objectives stated in accordance with any changes in law, State policy or regulations and/or program needs.

8. SERVICES TO BE PROVIDED

CONTRACTOR shall:

- 8.1 Provide services that are trauma-informed and align with the Youth Thrive framework and the ICPM to Program Participants with complex care needs including, but not limited to:
 - 8.1.1 Substance Use
 - 8.1.2 Mental Health
 - 8.1.3 Daily Independent Living Skills
 - 8.1.4 Social/Family Support
 - 8.1.5 School and/or Work
 - 8.1.6 Placement Instability
- 8.2 Follow all requirements governing the THPP-M in accordance with the CDSS Manual of Policies and Procedures, Division 30, Section 900, and CCR Title 22, Division 6, Chapter 7.
- 8.3 Follow all requirements of WIC Section 16522.1 and Health and Safety Code 1559.110.

- 8.4 Provide staff that are available twenty-four (24) hours per day, seven (7) days per week to provide direction and assist in handling crisis and emergency services.
- 8.5 CONTRACTOR shall provide basic and personal needs as appropriate, including, but not limited to:
- 8.5.1 Clothing/Clothing Allowance:
- 8.5.1.1 Provide a monthly clothing allowance of no less than seventy-five dollars (\$75.00) to purchase clothing necessary to meet each Program Participant's needs.
- 8.6 Termination Policies:
- 8.6.1 Program Participants will be subject to CONTRACTOR's termination policies as stated in CONTRACTOR's CDSS, CCLD approved THPP-M Program Statement.
- 8.6.2 CONTRACTOR may terminate Program Participants from the program upon fourteen (14) calendar days' advance written notice to the Program Participant, County SW or PO, and TPSP Manager. CONTRACTOR shall review termination decisions with the TPSP Manager upon request.
- 8.7 Removal or Transfer of Program Participant:
- 8.7.1 Notwithstanding any other provision, COUNTY may, in its sole discretion, remove, with or without stating cause, any or all Program Participants placed with CONTRACTOR at any time.
- 8.7.2 Except in an emergency, no Program Participant shall be moved or transferred from one facility to another facility of CONTRACTOR without prior authorization from County SW or PO.
- 8.8 After-Care:
- 8.8.1 After-Care support services shall be offered to the Program Participant for a minimum of six (6) months after exiting the program to support transitioning to and maintaining another approved placement or stable housing setting. After-Care support services may include monthly support groups and service referrals as needed to address the Program Participant's needs.

8.9 Program Participant Records:

8.9.1 CONTRACTOR shall prepare and maintain accurate and complete records of each Program Participant as required by CCLD and ADMINISTRATOR. Records of Program Participants shall be subject to the confidentiality provisions of any applicable policies and orders of the Orange County Juvenile Court and WIC Section 827 et. seq.

8.10 County Records:

8.10.1 Upon denial of a referral for the THPP-M, CONTRACTOR shall immediately return all documents furnished by ADMINISTRATOR to County SW or PO.

8.10.2 Upon completion or termination of Program Participant's participation in the program, CONTRACTOR shall return all original records furnished by ADMINISTRATOR to County SW or PO upon request. Records shall be submitted within thirty (30) calendar days of request.

9. FACILITY REQUIREMENTS

CONTRACTOR shall:

9.1 Provide supervised housing units in cities located within Orange County which may include apartments, condominiums, or single-family dwellings leased or owned and coordinated by CONTRACTOR.

9.2 Follow all applicable THPP-M regulations, including CCR, Title 22, Division 6, Chapters 1 and 7 in relation to facility requirements.

9.3 Ensure that all THPP-M facilities are safe, clean, and maintained in compliance with all applicable laws, rules, regulations, building codes, statutes, and orders, as they currently exist or may hereafter be amended.

9.4 Provide private and furnished apartments. Two (2) Program Participants may share one (1) bedroom in a unit. No more than four (4) Program Participants shall be housed in a two (2) bedroom unit.

9.5 Provide a functioning landline telephone in every apartment which may be restricted to local phone calls; and, provide individual cell phones upon entry into the Program for Program Participants that do not already possess a cell phone.

9.6 Provide staff that shall reside on-site and be available a minimum of forty (40) hours per week.

10. HOURS OF OPERATION

10.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the population to be served as determined by ADMINISTRATOR. At a minimum, CONTRACTOR shall provide services Monday through Friday, from 8:00 a.m. to 5:00 p.m., and shall be available twenty-four (24) hours per day, seven (7) days per week, to provide direction and assist in handling crisis and emergency situations.

11. FACILITIES

Administrative services under this Contract shall be provided at:

Olive Crest

2130 E. 4th Street, Suite 200

Santa Ana, CA 92705

12. REPORTING REQUIREMENTS

12.1 Intake Summary

12.1.1 CONTRACTOR shall prepare an Intake Summary on each Program Participant to be maintained in the Program Participant's case file. The collected information shall be used to aid in appropriate resource referrals for Program Participants and provide data for ADMINISTRATOR and/or Probation Department.

12.1.2 The Intake Summary shall be completed by CONTRACTOR within thirty (30) calendar days of Program Participant's placement in the program.

12.2 Needs and Services Plan

12.2.1 CONTRACTOR shall develop a NSP in partnership with all Program Participant's treatment providers/support, including the CFS Transitional Housing Liaison and County SW or PO. The NSP should support the TILP provided by the County SW or PO.

12.2.2 The NSP shall be completed within thirty (30) calendar days of the Program Participant's start date in the program.

12.3 Monthly Evaluation

12.3.1 CONTRACTOR shall submit monthly written evaluations on each Program Participant to the County SW, their supervisor, and/or PO; to be submitted within seven (7) calendar days following the monthly reporting period. The reports will be submitted in a format approved by ADMINISTRATOR. Evaluations shall include, but not limited to:

12.3.1.1 Progress on the outcome objectives per Subparagraph 7 of this Attachment A.

12.3.1.2 Reassessment of Program Participant's progress towards transitioning into Remote Sites housing or other approved placements.

12.3.1.3 Current status of Program Participant's physical and psychological health including a report of medical care received, medication prescribed, and medication compliance as known to CONTRACTOR.

12.3.1.4 A record of any serious behavioral problems and how these problems were/are being treated, including Program Participant's response(s).

12.3.1.5 A record of contacts with relatives, friends, and any significant others as it relates to family/social support.

12.3.1.6 CONTRACTOR shall also make available to the CFS Transitional Housing Liaison, County SW or PO, copies of any pertinent information such as school reports, medical reports, and psychological/psychiatric reports as completed.

12.4 Termination Summary

12.4.1 CONTRACTOR shall submit a written closing summary of all issues regularly reported in the monthly evaluation, including records relating to treatment of the Program Participant, any monies (i.e., savings) owed to Program Participant, and an inventory of Program Participant's personal belongings and clothing. CONTRACTOR shall require the Program Participant to sign the Termination Summary for the identification of

personal belongings, monies, and clothing in possession of Program Participant.

12.4.2 A copy of the Termination Summary shall be submitted to the CFS Transitional Housing Liaison, County SW, their SSSS, and/or PO within seven (7) calendar days of Program Participant's exit from the program.

12.5 Absence

12.5.1 CONTRACTOR shall immediately consult with the CFS Transitional Housing Liaison, and County SW or PO if a Program Participant's whereabouts are unknown and reasonable suspicion exists that a Program Participant is a victim of harm or foul play, or Program Participant has competency issues.

12.6 Special or Unplanned Incidents

12.6.1 Serious Illness, Accident/Injury, Hospitalization or Death

12.6.1.1 CONTRACTOR shall immediately notify ADMINISTRATOR by telephone (voicemail is not acceptable) upon CONTRACTOR becoming aware of any weapon possessed by Program Participant, serious illness, accident/injury, hospitalization, or death of any Program Participant. If County SW, PO, or designees are unavailable, CONTRACTOR shall notify Orangewood Children and Family Center Intake Services at (714) 935-7080. This verbal report shall be followed by a Special Incident Report form via facsimile within twenty-four (24) hours of the incident via the CFS Special Incident Report Fax Line at (714) 940-3961 and/or secure electronic communication system approved by ADMINISTRATOR within twenty-four (24) hours after such serious illness, accident/injury, hospitalization, or death. The verbal and written reports shall include, but not limited to:

- 12.6.1.1.1 The name of the Program Participant and date of birth;
- 12.6.1.1.2 The date, time, and location of serious illness, accident/injury, hospitalization, or death;
- 12.6.1.1.3 The name or names of each person involved (first and last name) with knowledge of the event and their role/relationship to Program Participant; and
- 12.6.1.1.4 A summary of the circumstances thereof.

12.7 CONTRACTOR will comply with the “Special Incident Reporting Guidelines for Residential Facilities, Group Home, Small Family Home and Foster Family Agency,” developed by CDSS, CCLD and incorporated herein by reference, as it currently exists or may hereafter be amended.

12.8 Data Report

12.8.1 CONTRACTOR shall report all statistical data regarding all Program Participants and provide any information deemed necessary by ADMINISTRATOR, to complete any State or other required reports related to the program to ADMINISTRATOR upon request.

12.8.2 Youth Thrive Survey (YTS) Reporting: CONTRACTOR shall administer the YTS to participants upon admission into THPP-M, every six months thereafter, and upon exiting THPP-M. CONTRACTOR will generate a report(s) of the survey results and shall provide a copy of the report(s) to ADMINISTRATOR upon request.

13. HANDLING COMPLAINTS

CONTRACTOR shall:

13.1 Develop, operate, and maintain procedures for receiving, investigating, and responding to Program Participant’s complaints, including Civil Rights complaints, requests for COUNTY reviews, negative comments, and other complaints relating to the program.

13.2 Maintain a log for identification and responses to Program Participant’s complaints. When complaints cannot be resolved informally, a system of follow-through shall

be instituted which adheres to formal plans for specific actions and strict time deadlines. CONTRACTOR responses to complaints shall occur within two (2) business days.

13.3 For Civil Rights complaints, CONTRACTOR shall refer to Subparagraph 9.4 of this Contract.

13.4 Identify issues with potential legal implications, and review any such cases with ADMINISTRATOR prior to responding to the complaints.

13.5 Provide to COUNTY, in a form approved by ADMINISTRATOR, information pertaining to complaints, as well as CONTRACTOR's response to any complaints, as described in Subparagraph 13.2 above, within ten (10) business days of the complaint. CONTRACTOR shall include a summary of all complaints and/or negative comments as prescribed by ADMINISTRATOR. Complaints include, but are not limited to, complaints from Program Participants, other contract service providers, community organizations, and the public.

14. UTILIZATION REVIEW

14.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at least annually to review and evaluate a random selection of case records. The review may include, but is not limited to, an evaluation of the necessity and appropriateness of services provided and length of services. Cases to be reviewed shall be randomly selected by ADMINISTRATOR and may include both open and closed cases.

14.2 ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR's facility referenced in Paragraph 11 of this Attachment A, with date and time determined at ADMINISTRATOR's discretion. ADMINISTRATOR may provide oral and/or written feedback regarding the UR findings. CONTRACTOR shall comply with the findings of the UR and take corrective action accordingly.

14.3 In the event CONTRACTOR, ADMINISTRATOR or designee, and COUNTY's CFS Division staff representatives are unable to resolve differences of opinion regarding the necessity and appropriateness of services and length of services, the dispute shall be submitted to COUNTY's CFS Director for final resolution.

Nothing in this Subparagraph shall affect COUNTY's termination rights under Paragraph 42 of this Contract.

15. STAFFING REQUIREMENTS

- 15.1 CONTRACTOR shall be responsible for providing training and maintaining a competent, stable, and experienced workforce to fulfill service requirements. CONTRACTOR's staff shall be able to read, write, speak, and understand English. If Program Participant/Family contact is required to obtain required documentation or provide services, CONTRACTOR will be required to provide translation services for languages needed so that all Program Participants/Families are provided services in their primary language.
- 15.2 CONTRACTOR shall use a formal recruitment plan which complies with federal and State employment and labor regulations. CONTRACTOR shall recruit and maintain trained personnel who are responsive to, and who understand, the diversity of cultures which can be found among the population to be served. CONTRACTOR shall employ staff with the background, training, and experience to provide THPP-M services.
- 15.3 CONTRACTOR staff must meet the requirements set forth in Title 22 Regulations.
- 15.4 All services must be linguistically and culturally responsive to Program Participants served. Although English is the predominant language spoken, there are Program Participants whose primary language is not English (i.e., Spanish or Vietnamese).
- 15.5 Bilingual Direct Service staff shall speak, read, and write the specified second language (i.e., Spanish or Vietnamese) in which services are to be delivered and shall be available to provide such services to Program Participants.
- 15.6 Bilingual staffing ratios shall be maintained in accordance with the language needs of the population to be served.
- 15.7 All Direct Service staff shall:
- 15.7.1 Be proficient in the use of personal computers and Microsoft Windows (Word, Excel, and Outlook).
- 15.7.2 Be trained, knowledgeable, and experienced in the needs of the population

to be served.

15.8 All staff residing or working in the THPP-M shall be employees of CONTRACTOR, and shall:

15.8.1 Maintain confidentiality;

15.8.2 Be available twenty-four (24) hours per day, seven (7) days per week, for crisis intervention and support with emergency telephone number(s) provided to each Program Participant who may need to call for assistance;

15.8.3 Receive clearances from the Department of Justice, the Child Abuse Clearance Index and public websites as described in Subparagraphs 27.4 and 27.5 of this Contract with negative results;

15.8.4 Provide a drug screen with proof of negative results;

15.8.5 Pass a physical examination;

15.8.6 Complete a tuberculosis screening test with proof of negative results;

15.8.7 Possess Basic First Aid and Cardiopulmonary Resuscitation Certification; and

15.8.8 Possess a valid California State driver's license with acceptable driving record, as determined by CONTRACTOR's insurance carrier, and verified clearance from the California Department of Motor Vehicles.

16. STAFF

16.1 CONTRACTOR shall provide the following described staff positions at the specified Full-Time Equivalent (FTE):

Administrative Position:

16.2 Residential Program Manager: 1.0 FTE

16.2.1 Duties: Direct the planning, implementation, and coordination of all policies and procedures of the THPP-M. Responsibilities include, but not limited to: monitor and ensure compliance with all Title 22, CCR standards; facilitate, oversee, and monitor placement referrals from ADMINISTRATOR in collaboration with CONTRACTOR staff and the Clinical Case Manager; oversee and monitor discharge planning, termination, and placements in collaboration with CONTRACTOR staff;

oversee development, implementation, monitoring and quality of all services provided; manage the day-to-day program operations, including budgeting, administration, program activities, facility maintenance, staff development and training, and provide supervision to all applicable CONTRACTOR's direct service staff; monitor coordination of referrals to County Health Care Agency (HCA) Behavioral Health Services in accordance with HCA referral protocol for behavioral, mental health, alcohol and substance abuse, and psychiatric and medication services, including monitoring follow-up and collaboration with HCA for ongoing services and any medication needs of the Program Participants; coordinate, develop, and implement protocol and procedures for emergency medical, behavioral, mental health, alcohol and drug abuse crises, evaluation, intervention, and support during regular business, and after-hours; oversee and monitor appropriate utilization of certified behavioral crisis prevention, crisis management, and crisis intervention program compliance; notify ADMINISTRATOR of any problematic situations in a timely manner; oversee completion and delivery of required reports to ADMINISTRATOR in a timely manner; maintain oversight of Program Participant case files in accordance with CCLD, Title 22 Regulations; attend and participate in all required COUNTY meetings; establish and maintain collaborative relationships and partnerships with local community resource providers; ensure the health, safety, and well-being of Program Participants; maintain oversight of any visitors to the THPP-M housing units; direct and facilitate the correction of deficiencies and quality improvement efforts; maintain oversight of After-Care Support resources; provide ongoing and timely communication with ADMINISTRATOR; identify, locate, and coordinate all functions of leased or owned housing unit properties and furnishing of housing units; manage CONTRACTOR's relationship with property managers; facilitate property maintenance requests; inspect housing units at the time of move-in and move-out; conduct monthly maintenance checks for safety and/or

damages; coordinate emergency repairs in accordance with tenant's rights; and be available twenty-four (24) hours per day, seven (7) days per week to provide direction and assist in handling crisis and emergency situations.

- 16.2.2 Qualifications: Master's Degree from an accredited college/university in Human Services, Behavioral Science, Psychology, or related field. Four (4) years of experience in a residential child care setting, including case management duties related to the population to be served. Excellent written and oral communication skills, organizational, management, and leadership skills.

Direct Service Positions:

16.3 Live-In Case Manager: 1.0 FTE

- 16.3.1 Duties: Reside on-site during scheduled work hours; ensure compliance with Title 22, CCR; maintain accurate daily records and reports on Program Participants' progress and prepare or assist in completion of required records, reports, and correspondence; maintain accurate financial records, including, but not limited to, receipts of all funds spent; participate in CONTRACTOR team meetings and assist with the assessment and determination of individual treatment needs of Program Participants; meet with Program Participants at minimum on a weekly basis to discuss case management goals; provide supervision, support, guidance, counseling, mentoring, and promote self-sufficiency of Program Participants; engage Program Participants in positive interactions and model appropriate listening and communication skills; provide instruction to Program Participants in the domains of budgeting and finance, housekeeping, hygiene, meal planning and preparation, healthy relationship skills, problem solving, and general life skills; implement and monitor the Program Participant's TILP and Program Agreement; ensure appropriate and timely medical attention for each Program Participant; assist with administering medications as prescribed by physician, and maintain accurate medication compliance documentation; ensure Program Participants are transported to all needed appointments and/or activities;

monitor and follow up with Program Participants regarding rules and regulations violations; interface with community resource providers, school personnel, and treatment providers; provide keys to Program Participants on move-in day, and conduct housing unit inspections; collect monthly rent from Program Participants; report the need for repairs and/or replacement of items in the housing units; ensure appropriate usage of certified behavioral crisis prevention, crisis management, and crisis intervention program compliance; notify appropriate CONTRACTOR staff and/or ADMINISTRATOR as required of any unusual incidents or emergency situations; ensure the health, safety, and well-being of Program Participants; assist in handling crisis and emergency situations; and be available twenty-four (24) hours per day, seven (7) days per week to provide direction and assist in handling crises and emergency situations.

16.3.2 Qualifications: Master's Degree, preferred, from an accredited college/university in Social Work, Human Services, Behavioral Sciences, Psychology, or related field. Two (2) years of experience in a residential child care setting, including case management duties related to the population to be served. Excellent written and oral communication skills.

16.4 Clinical Case Manager: 1.0 FTE

16.4.1 Duties: Provide individual counseling, group sessions/classes, crisis intervention and crisis management counseling, family/caregiver engagement strategies, and termination/transition support counseling; coordinate and provide Program Participant interviews and Intake screenings, assess individual treatment needs, and provide consultation to CONTRACTOR staff; collaborate with and assist Residential Program Manager with facilitating and monitoring placement referrals from ADMINISTRATOR; coordinate treatment plans and provide ongoing communication and collaboration with ADMINISTRATOR for Program Participant treatment services; serve as the primary liaison to coordinate and provide referrals to HCA Behavioral Health Services in accordance with HCA referral protocol for behavioral, mental health, psychiatric,

alcohol and drug, and medication services; provide follow-up and collaboration with HCA for ongoing services and Program Participant medication needs; provide timely written documentation and reports, as required, for all services provided; coordinate and maintain contact with local community resource providers to meet Program Participant needs; facilitate and coordinate discharge planning and placements in collaboration with CONTRACTOR staff and ADMINISTRATOR; authorize and monitor family member/caregiver contact with Program Participants; provide consistent, ongoing, and timely communication with ADMINISTRATOR; ensure the health, safety, and well-being of Program Participants; provide support and training to CONTRACTOR's direct service staff on various topics, such as de-escalating behavioral situations, and modeling responsible, positive, and respectful behaviors towards Program Participants; and testify in Orange County Juvenile Court if required.

16.4.2 Qualifications: Master's Degree from an accredited college/university in Social Work, Human Services, Behavioral Sciences, Psychology or related field. License preferred, or License eligible: Marriage and Family Therapist, Clinical Social Worker, or Clinical Psychologist. Two (2) years of experience providing case management and counseling services in a residential child care facility. One (1) year of experience working with transitional aged youth. One (1) year of experience working with behavioral, mental health, and or substance abuse issues counseling services with transitional aged youth is preferred. Excellent written and oral communication skills.

16.5 Independent Living Skills (ILS) Program Coordinator: 1.0 FTE

16.5.1 Duties: Establish, implement, and instruct Program Participants in the following life domains, including, but not limited to: education, employment, financial literacy, independent living skills, health care, maintaining supportive relationships, and housing; plan, coordinate, and provide ILS workshops to Program Participants on a monthly basis; assist

CONTRACTOR staff to establish, complete, and monitor each of the Program Participant's TILP; assist CONTRACTOR staff to establish, complete, and monitor each of the Program Participant's Program Agreement; meet with and assist each Program Participant to set and discuss progress of personal, program, educational, and employment outcome objectives; coordinate and maintain contact with local community resource providers to meet Program Participant needs; provide timely written documentation and reports as required for all services provided; and ensure the health, safety, and well-being of Program Participants.

16.5.2 Qualifications: Bachelor's Degree from an accredited college/university in Social Work, Human Services, Behavioral Sciences, Psychology, or related field. Two (2) years of experience working with transitional aged youth. One (1) year of experience providing independent living skills classes/workshops/program instruction is preferred. Excellent written and oral communication skills.

16.6 Volunteer Emancipation Mentor:

16.6.1 Duties: Commitment to the THPP-M for a minimum of one (1) calendar year, at a minimum of two (2) hours per visit, at a minimum of two (2) times per month; participate in a volunteer training facilitated by CONTRACTOR; participate in a mentor orientation facilitated by CONTRACTOR which will include the rules and regulations of the THPP-M, an understanding of transitional aged foster care youth, and appropriate boundaries of the mentor relationship; provide face-to-face contact with Program Participants a minimum of two (2) times per month; provide a minimum of weekly written or verbal contact with Program Participants; provide guidance and support for interpersonal and social skills, and increase the Program Participant's awareness of resources available in and around their community.

16.6.2 Qualifications: One (1) year of experience working with transitional aged foster care youth. Provision of two (2) references cleared and approved

by CONTRACTOR.

16.6.3 CONTRACTOR shall facilitate and ensure the qualification requirements set forth in Paragraph 27, Subparagraphs 27.3 – 27.13 of this Contract, and Paragraph 15 of this Attachment A, are met for each Volunteer Emancipation Mentor prior to any contact with any of the Program Participants.

17. STAFF TRAINING

CONTRACTOR shall:

17.1 Participate in training(s) that COUNTY determines to be mandatory, including, but not limited to, annual Child Abuse and Dependent/Elder Abuse Reporting trainings.

17.2 Provide CONTRACTOR's staff with ongoing training and assistance to ensure that service deliverables are met.

17.3 Provide a training program to educate CONTRACTOR's staff on the characteristics of Program Participants placed in THPP-M.

17.4 Ensure CONTRACTOR's staff will participate in trauma-informed training and engage in trauma-informed practice accordingly.

17.5 Ensure that CONTRACTOR's staff receives cultural awareness and responsiveness training.

17.6 Maintain a log of in-house training activities for CONTRACTOR's staff in compliance with Title 22 Regulations. This log shall be made available to ADMINISTRATOR, upon request.

18. QUALITY ASSURANCE/QUALITY CONTROL

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

18.1.1 The method for ensuring the services, deliverables, and requirements

defined in the Contract are being provided at or above the level of quality per this Contract;

- 18.1.2 The method for assuring that the professional staff rendering services under this Contract has the necessary qualifications;
- 18.1.3 The method of identifying and preventing deficiencies in the quality of service as defined by COUNTY policy; and
- 18.1.4 The method for providing ADMINISTRATOR with a copy of CONTRACTOR's case reviews, a clear description of, and corrective action taken, to resolve identified problems.

19. BUSINESS CONTINUITY PLAN

- 19.1 CONTRACTOR shall provide a written Business Continuity Plan (BCP) that identifies how CONTRACTOR shall continue to provide services after a business interruption, including but not limited to, a man-made or natural disaster. The BCP will include a Disaster Preparedness and Response Plan and shall be submitted to ADMINISTRATOR within thirty (30) days after the commencement of this Contract.
- 19.2 The Disaster Preparedness and Response Plan shall include, but not limited to, the following:
 - 19.2.1 Evacuation protocols and procedures that include the CONTRACTOR's responsibility for the safety, relocation, and tracking of all Program Participants in CONTRACTOR's care during any disaster event.
 - 19.2.2 Notification to be made to ADMINISTRATOR with regard to the Program Participant's welfare, including the provision of on-site emergency contact information.
 - 19.2.3 Provisions for maintaining court ordered services during a disaster.
 - 19.2.4 Protection and recovery of Program Participant records.
 - 19.2.5 Provision of crisis-response services to Program Participants such as crisis counseling, medical needs, both through the provision of prescribed medications, or through the provision of emergency medical services.
 - 19.2.6 Disaster response training for CONTRACTOR staff.

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

All Contractors with access to County data and/or systems shall establish and maintain policies, procedures, and technical, physical, and administrative safeguards designed to (i) ensure the confidentiality, integrity, and availability of all County data and any other confidential information that the Contractor receives, stores, maintains, processes, transmits, or otherwise accesses in connection with the provision of the contracted services, (ii) protect against any threats or hazards to the security or integrity of County data, systems, or other confidential information, (iii) protect against unauthorized access, use, or disclosure of personal or County confidential information, (iv) maintain reasonable procedures to prevent, detect, respond, and provide notification to the County regarding any internal or external security breaches, (v) ensure the return or appropriate disposal of personal information or other confidential information upon contract conclusion (or per retention standards set forth in the contract), and (vi) ensure that any subcontractor(s)/agent(s) that receives, stores, maintains, processes, transmits, or otherwise accesses County data and/or system(s) is in compliance with statements and the provisions of statements and services herein.

1. County of Orange Information Technology Security Guidelines: County of Orange security standards follows the latest National Institute of Standards and Technology (NIST) 800-53 framework to ensure the highest levels of operational resiliency and cybersecurity.

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

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

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

- 3. Information Access:** Contractor shall use appropriate safeguards and security measures to ensure the confidentiality and security of all County data.

County may require all Contractor personnel, subcontractors, and affiliates approved by County to perform work under this Contract to execute a confidentiality and non-disclosure agreement concerning access protection and data security in the form provided by County. County shall authorize, and Contractor shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall Contractor permit any such mechanisms to be shared or used by other than the individual Contractor personnel, subcontractor, or affiliate to whom issued. Contractor shall provide each Contractor personnel, subcontractors, or affiliates with only such level of access as is required for such individual to perform his or her assigned tasks and functions.

Throughout the Contract term, upon request from County but at least once each calendar year, Contractor shall provide County with an accurate, up-to-date list of those Contractor personnel and/or subcontractor personnel having access to County systems and/or County data, and the respective security level or clearance assigned to each such Contractor personnel and/or subcontractor personnel. County reserves the right to require the removal and replacement of Contractor personnel and/or subcontractor personnel at the County's sole discretion. Removal and replacement shall be performed within 14 calendar days of notification by the County.

All County resources (including County systems), County data, County hardware, and County software used or accessed by Contractor: (a) shall be used and accessed by such Contractor and/or subcontractors personnel solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of Contractor's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by Contractor or Contractor's personnel and subcontractors, at any time.

Contractor acknowledges and agrees that any failure to comply with the provisions of this paragraph shall constitute a breach of this Contract and entitle County to deny or restrict the rights of such non-complying Contractor personnel and/or subcontractor personnel to access and use the County data and/or system(s), as County in its sole discretion shall deem appropriate.

- 4. Data Security Requirements:** Without limiting Contractor's obligation of confidentiality as further described in this Contract, Contractor must establish, maintain, and enforce a data privacy program and an information and cyber security program, including safety, physical, and technical security and resiliency policies and procedures, that comply with the requirements set forth in this Contract and, to the extent such programs are consistent with and not less protective than the requirements set forth in this Contract and are at least equal to applicable best industry practices and standards (NIST 800-53).

Contractor also shall provide technical and organizational safeguards against accidental, unlawful, or unauthorized access or use, destruction, loss, alteration, disclosure, transfer,

commingling, or processing of such information that ensure a level of security appropriate to the risks presented by the processing of County Data,

Contractor personnel and/or subcontractor personnel and affiliates approved by County to perform work under this Contract may use or disclose County personal and confidential information only as permitted in this Contract. Any other use or disclosure requires express approval in writing by the County of Orange. No Contractor personnel and/or subcontractor personnel or affiliate shall duplicate, disseminate, market, sell, or disclose County personal and confidential information except as allowed in this Contract. Contractor personnel and/or subcontractor personnel or affiliate who access, disclose, market, sell, or use County personal and confidential information in a manner or for a purpose not authorized by this Contract may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

Contractor shall take all reasonable measures to secure and defend all locations, equipment, systems, and other materials and facilities employed in connection with the Services against hackers and others who may seek, without authorization, to disrupt, damage, modify, access, or otherwise use Contractor systems or the information found therein; and prevent County data from being commingled with or contaminated by the data of other customers or their users of the Services and unauthorized access to any of County data.

Contractor shall also continuously monitor its systems for potential areas where security could be breached. In no case shall the safeguards of Contractor's data privacy and information and cyber security program be less stringent than the safeguards used by County. Without limiting any other audit rights of County, County shall have the right to review Contractor's data privacy and information and cyber security program prior to commencement of Services and from time to time during the term of this Contract.

All data belongs to the County and shall be destroyed or returned at the end of the contract via digital wiping, degaussing, or physical shredding as directed by County.

- 5. Enhanced Security Measures:** County may, in its discretion, designate certain areas, facilities, or solution systems as ones that require a higher level of security and access control. County shall notify Contractor in writing reasonably in advance of any such designation becoming effective. Any such notice shall set forth, in reasonable detail, the enhanced security or access-control procedures, measures, or requirements that Contractor shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. Contractor shall and shall cause Contractor personnel and subcontractors to fully comply with and abide by all such enhanced security and access measures and procedures as of such date.
- 6. General Security Guidelines:** Contractor will be solely responsible for the information technology infrastructure, including all computers, software, databases, electronic systems (including database management systems, email systems, auditing, and monitoring systems) and networks used by or for Contractor ("Contractor Systems") to access County resources (including County systems), County data or otherwise in connection with the Services and

shall prevent unauthorized access to County resources (including County systems) or County data through the Contractor Systems.

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

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

7. **Security Failures:** Any failure by the Contractor to meet the requirements of this Contract with respect to the security of County data, including any related backup, disaster recovery, or other policies, practices or procedures, and any breach or violation by Contractor or its subcontractors or affiliates, or their employees or agents, of any of the foregoing, shall be deemed a material breach of this Contract and may result in termination and reimbursement to County of any fees prepaid by County prorated to the date of such termination. The remedy provided in this paragraph shall not be exclusive and is in addition to any other rights and remedies provided by law or under the Contract.
8. **Security Breach Notification:** In the event Contractor becomes aware of any act, error or omission, negligence, misconduct, or security incident including unsecure or improper data disposal, theft, loss, unauthorized use and disclosure or access, that compromises or is suspected to compromise the security, availability, confidentiality, and/or integrity of County data or the physical, technical, administrative, or organizational safeguards required under this Contract that relate to the security, availability, confidentiality, and/or integrity of County data,

Contractor shall, at its own expense, (1) immediately (or within 24 hours of potential or suspected breach), notify the County's Chief Information Security Officer and County Privacy Officer of such occurrence; (2) perform a root cause analysis of the actual, potential, or suspected breach; (3) provide a remediation plan that is acceptable to County within 30 days of verified breach, to address the occurrence of the breach and prevent any further incidents; (4) conduct a forensic investigation to determine what systems, data, and information have been affected by such event; and (5) cooperate with County and any law enforcement or regulatory officials investigating such occurrence, including but not limited to making available all relevant records, forensics, investigative evidence, logs, files, data reporting, and other materials required to comply with applicable law or as otherwise required by County and/or any law enforcement or regulatory officials, and (6) perform or take any other actions required to comply with applicable law as a result of the occurrence (at the direction of County).

County shall make the final decision on notifying County officials, entities, employees, service providers, and/or the general public of such occurrence, and the implementation of the remediation plan. If notification to particular persons is required under any law or pursuant to any of County's privacy or security policies, then notifications to all persons and entities who are affected by the same event shall be considered legally required. Contractor shall reimburse County for all notification and related costs incurred by County arising out of or in connection with any such occurrence due to Contractor's acts, errors or omissions, negligence, and/or misconduct resulting in a requirement for legally required notifications.

In the case of a breach, Contractor shall provide third-party credit and identity monitoring services to each of the affected individuals for the period required to comply with applicable law, or, in the absence of any legally required monitoring services, for no less than twelve (12) months following the date of notification to such individuals.

Contractor shall indemnify, defend with counsel approved in writing by County, and hold County and County Indemnitees harmless from and against any and all claims, including reasonable attorney's fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from County in connection with the occurrence.

Notification shall be sent to:

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

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

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

Orange, CA 92868
714-541-7785
Karen.Vu@ssa.ocgov.com

- 9. Security Audits:** Contractor shall maintain complete and accurate records relating to its system and Organization Controls (SOC) Type II audits or equivalent's data protection practices, internal and external audits, and the security of any of County-hosted content, including any confidentiality, integrity, and availability operations (data hosting, backup, disaster recovery, external dependencies management, vulnerability testing, penetration testing, patching, or other related policies, practices, standards, or procedures).

Contractor shall inform County of any internal/external security audit or assessment performed on Contractor's operations, information and cyber security program, disaster recovery plan, and prevention, detection, or response protocols that are related to hosted County content, within sixty (60) calendar days of such audit or assessment. Contractor will provide a copy of the audit report to County within thirty (30) days after Contractor's receipt of request for such report(s).

Contractor shall reasonably cooperate with all County security reviews and testing, including but not limited to penetration testing of any cloud-based solution provided by Contractor to County under this Contract. Contractor shall implement any required safeguards as identified by County or by any audit of Contractor's data privacy and information/cyber security program.

In addition, County has the right to review Plans of Actions and Milestones (POA&M) for any outstanding items identified by the SOC 2 Type II report requiring remediation as it pertains to the confidentiality, integrity, and availability of County data. County reserves the right, at its sole discretion, to immediately terminate this Contract or a part thereof without limitation and without liability to County if County reasonably determines Contractor fails or has failed to meet its obligations under this section.

10. Business Continuity and Disaster Recovery (BCDR):

For the purposes of this section, "Recovery Point Objectives" means the maximum age of files (data and system configurations) that must be recovered from backup storage for normal operations to resume if a computer, system, or network goes down as a result of a hardware, program, or communications failure (establishing the data backup schedule and strategy). "Recovery Time Objectives" means the maximum duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a loss of functionality.

The Contractor shall maintain a comprehensive risk management program focused on managing risks to County operations and data, including mitigation of the likelihood and impact of an adverse event occurring that would negatively affect contracted services and operations of the County. Business continuity management will enable the Contractor to identify and minimize disruptive risks and restore and recover hosted County business-critical

services and/or data within the agreed terms following an adverse event or other major business disruptions. Recovery and timeframes may be impacted when events or disruptions are related to dependencies on third-parties. The County and Contractor will agree on Recovery Point Objectives and Recovery Time Objectives (as needed)) and will periodically review these objectives. Any disruption to services of system will be communicated to the County within 4 hours, and every effort shall be undertaken to restore contracted services, data, operations, security, and functionality.

All data and/or systems and technology provided by the Contractor internally and through third-party vendors shall have resiliency and redundancy capabilities to achieve high availability and data recoverability. Contractor Systems shall be designed, where practical and possible, to ensure continuity of service(s) in the event of a disruption or outage.

ATTACHMENT C**STATE PRIVACY AND SECURITY PROVISIONS****1. DEFINITIONS**

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

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

2. PRIVACY AND CONFIDENTIALITY

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

3. PERSONNEL CONTROLS

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

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

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

4. **MANAGEMENT OVERSIGHT AND MONITORING**

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

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

5. **INFORMATION SECURITY AND PRIVACY STAFFING**

The Contractor agrees to:

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

6. PHYSICAL SECURITY

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

- a. Secure all areas of the Contractor's facilities where Contractor Staff assist in the administration of their program and use, disclose, or store PII.
- b. These areas shall be restricted to only allow access to authorized individuals by using one or more of the following:
 - i. Properly coded key cards
 - ii. Authorized door keys
 - iii. Official identification
- c. Issue identification badges to Contractor Staff.
- d. Require Contractor Staff to wear these badges where PII is used, disclosed, or stored.
- e. Ensure each physical location, where PII is used, disclosed, or stored, has procedures and controls that ensure an individual who is terminated from access to the facility is promptly escorted from the facility by an authorized employee and access is revoked.
- f. Ensure there are security guards or a monitored alarm system at all times at the Contractor facilities and leased facilities where five hundred (500) or more individually identifiable records of PII is used, disclosed or stored. Video surveillance are recommended.
- g. Ensure data centers with servers, data storage devices, and/or critical network infrastructure involved in the use, storage, and/or processing of PII have perimeter security and physical access controls that limit access to only authorized Contractor Staff. Visitors to the data center area must be escorted at all times by authorized Contractor Staff.
- h. Store paper records with PII in locked spaces, such as locked file cabinets, locked file rooms, locked desks, or locked offices in facilities which have multi-use functions in

one building in work areas that are not securely segregated from each other. It is recommended that all PII be locked up when unattended at any time, not just within multi-use facilities.

- i. The Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which the Contractor Staff can transport PII, as well as the physical security requirements during transport. A Contractor that chooses to permit its staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.
- j. The Contractor shall have policies that indicate Contractor Staff are not to leave records with PII unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- k. Use all reasonable measures to prevent non-authorized personnel and visitors from having access to, control of, or viewing PII.

7. TECHNICAL SECURITY CONTROLS

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

software should have automatic updates for definitions scheduled at least daily.

f. **Patch Management.**

- i. All workstations, laptops and other systems, which process and/or store PII, must have critical security patches applied, with system reboot if necessary.
- ii. There must be a documented patch management process that determines installation timeframe based on risk assessment and vendor recommendations.
- iii. At a maximum, all applicable patches deemed as critical must be installed within thirty (30) days of vendor release. It is recommended that critical patches which are high risk be installed within seven (7) days.
- iv. Applications and systems that cannot be patched within this time frame, due to significant operational reasons, must have compensatory controls implemented to minimize risk.

g. **User IDs and Password Controls.**

- i. All users must be issued a unique username for accessing PII.
 - ii. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee within twenty-four (24) hours. Note: Twenty-four (24) hours is defined as one (1) working day.
 - iii. Passwords are not to be shared.
 - iv. Passwords must be at least eight (8) characters.
 - v. Passwords must be a non-dictionary word.
 - vi. Passwords must not be stored in readable format on the computer or server.
 - vii. Passwords must be changed every ninety (90) days or less.
 - viii. Passwords must be changed if revealed or compromised.
 - ix. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:
 - A. Upper case letters (A-Z)
 - B. Lower case letters (a-z)
 - C. Arabic numerals (0-9)
 - D. Special characters (!,@,#, etc.)
- h. **Data Destruction.** When no longer needed, all PII must be cleared, purged, or destroyed consistent with NIST SP 800-88, Guidelines for Media Sanitization, such that the PII cannot be retrieved.
- j. **System Timeout.** The systems providing access to PII must provide an automatic timeout, requiring re-authentication of the user session after no more than twenty (20) minutes of inactivity.
- k. **Warning Banners.** The systems providing access to PII must display a warning banner stating, at a minimum:
- i. Data is confidential;
 - ii. Systems are logged;
 - iii. System use is for business purposes only, by authorized users; and
 - iv. Users shall log off the system immediately if they do not agree with these

requirements.

l. System Logging.

- i. The systems which provide access to PII must maintain an automated audit trail that can identify the user or system process which initiates a request for PII or alters PII.
- ii. The audit trail shall:
 - A. Be date and time stamped;
 - B. Log both successful and failed accesses;
 - C. Be read-access only; and
 - D. Be restricted to authorized users.
- iii. If PII is stored in a database, database logging functionality shall be enabled.
- iv. Audit trail data shall be archived for at least three (3) years from the occurrence.

m. **Access Controls.** The system providing access to PII shall use role-based access controls for all user authentications, enforcing the principle of least privilege.

n. Transmission Encryption.

- i. All data transmissions of PII outside of a secure internal network must be encrypted using a Federal Information Processing Standard (FIPS) 140-2 certified algorithm that is 128 bit or higher, such as Advanced Encryption Standard (AES) or Transport Layer Security (TLS). It is encouraged, when available and when feasible, that 256 bit encryption be used.
- ii. Encryption can be end to end at the network level, or the data files containing PII can be encrypted.
- iii. This requirement pertains to any type of PII in motion such as website access, file transfer, and email.

o. **Intrusion Prevention.** All systems involved in accessing, storing, transporting, and protecting PII, which are accessible through the Internet, must be protected by an intrusion detection and prevention solution.

8. AUDIT CONTROLS

a. System Security Review.

- i. The Contractor must ensure audit control mechanisms are in place.
- ii. All systems processing and/or storing PII must have at least an annual system risk assessment/security review that ensures administrative, physical, and technical controls are functioning effectively and provide an adequate level of protection.
- iii. Reviews should include vulnerability scanning tools.

b. **Log Reviews.** All systems processing and/or storing PII must have a process or

automated procedure in place to review system logs for unauthorized access.

- c. **Change Control.** All systems processing and/or storing PII must have a documented change control process that ensures separation of duties and protects the confidentiality, integrity and availability of data.
- d. **Anomalies.** When the County or DHCS suspects MEDS usage anomalies, the County will work with Contractor to investigate the anomalies and report conclusions of such investigations and remediation to California Department of Social Services (CDSS).

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

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

10. **PAPER DOCUMENT CONTROLS**

- a. **Supervision of Data.** The PII in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information may be observed by an individual not authorized to access the information.

- b. **Data in Vehicles.** The Contractor shall have policies that include, based on applicable risk factors, a description of the circumstances under which the Contractor Staff can transport PII, as well as the physical security requirements during transport. A Contractor that chooses to permit its staff to leave records unattended in vehicles must include provisions in its policies to ensure the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and under no circumstances permit PII be left unattended in a vehicle overnight or for other extended periods of time.
- c. **Public Modes of Transportation.** The PII in paper form shall not be left unattended at any time in airplanes, buses, trains, etc., including baggage areas. This should be included in training due to the nature of the risk.
- d. **Escorting Visitors.** Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.
- e. **Confidential Destruction.** PII must be disposed of through confidential means, such as cross-cut shredding or pulverizing.
- f. **Removal of Data.** The PII must not be removed from the premises of Contractor except for identified routine business purposes or with express written permission of HHS.
- g. **Faxing.**
 - i. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
 - ii. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
 - iii. Fax numbers shall be verified with the intended recipient before sending the fax
- g. **Mailing.**
 - i. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
 - ii. Mailings that include five hundred (500) or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt, unless the Contractor obtains prior written permission from HHS to use another method.

11. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

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

- a. **Initial Notice to HHS:**
- i. The Contractor will provide initial notice to the County. The Contractor agrees to perform the following incident reporting to County.
 - ii. Immediately upon discovery of a suspected security incident that involves data provided to Contractor by County, the Contractor will notify the County by email or telephone.
 - iii. Within one working day of discovery, the Contractor will notify the County by email or telephone of unsecured PII, if that PII was, or is, reasonably believed to have been accessed or acquired by an unauthorized person, any suspected security incident, intrusion, or unauthorized access, use, or disclosure of PII in violation of this Agreement, or potential loss of confidential data affecting this Agreement. Notice shall be made by contacting the County as provided in this agreement, including all information known at the time.
 - iv. A breach shall be treated as discovered by the Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach), who is an employee, officer or other agent of the Contractor.
 - v. Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of PII, the Contractor shall take:
 - A. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
 - B. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- b. **Investigation and Investigative Report.** The Contractor shall immediately investigate breaches and security incidents involving PII. The Contractor will cooperate with the County during this investigation. Within seventy-two (72) hours of discovery, the Contractor shall provide new or updated information if available to County. The updated report shall include any other applicable information related to the breach or security incident known at that time. The Contractor shall provide status update to County on a regular basis as agreed upon.
- The Contractor shall provide to County all specific and pertinent information about the Breach, including copies of any reports conducted by the Contractor or on behalf of the Contractor. The Contractor shall waive any assertion of privilege in relation to such reports. Such information and/or reports shall be provided to County without unreasonable delay and in no event later than fifteen (15) calendar days the Contractor have such information and/or report.
- c. **Complete Report.** The complete report of the investigation shall include an assessment of all known factors relevant to the determination of whether a breach occurred under applicable provisions of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the Information Protection Act, or other applicable law. The report shall include a Corrective Action Plan (CAP) which includes, at a minimum,

detailed information regarding the mitigation measures taken to halt and/or contain the improper use or disclosure.

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

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

- f. **County Contact Information.** The Contractor shall utilize the below contact information to direct all notifications of breach and security incidents to the County. The County reserves the right to make changes to the contact information by giving written notice to the Contractor. Said changes shall not require an amendment to this Agreement or any other agreement into which it is incorporated.

Social Services Agency Contact	County Privacy Officer
County of Orange Social Services Agency Contracts Services 500 N. State College Blvd, Suite 100 Orange, CA 92868 714-541-7785 Karen.Vu@ssa.ocgov.com	Linda Le, CHC, CHPC, CHP County of Orange OCIT - Enterprise Privacy & Cybersecurity 1055 N. Main St, 6th Floor Santa Ana, CA 92701 Email: privacyofficer@ocgov.com securityadmin@ocit.ocgov.com linda.le@ocit.ocgov.com

12. COMPLIANCE WITH SSA (SOCIAL SECURITY ADMINISTRATION) AGREEMENT

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

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

13. COMPLIANCE WITH DEPARTMENT OF HOMELAND SECURITY AGREEMENT

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

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

14. CONTRACTOR AGENTS, SUBCONTRACTORS, AND VENDORS

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

15. ASSESSMENTS AND REVIEWS

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

16. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

In the event of litigation or administrative proceedings involving the County based upon claimed violations by the Contractor of the privacy or security of PII, or federal or state laws or agreements concerning privacy or security of PII, the Contractor shall make all reasonable effort to make itself and Contract Workers assisting in the administration of

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