

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE COUNTY OF ORANGE SOCIAL SERVICES AGENCY
AND
OLIVE CREST
TO ESTABLISH A
MULTIDISCIPLINARY PERSONNEL TEAM
FOR THE PROVISION OF
DIFFERENTIAL RESPONSE-PATH ONE SERVICES

This Memorandum of Understanding (MOU) is entered into by and between the County of Orange, acting through its Social Services Agency (SSA), hereinafter referred to as "COUNTY," and Olive Crest, hereinafter referred to as "CBO" This MOU contains program content and purpose along with guidelines for the establishment of a multidisciplinary personnel team (MDT) to offer Differential Response-Path One (DR-Path 1) services.

COUNTY and CBO may be referred to individually as "Party" and collectively as "the Parties." The relationship between COUNTY and CBO, with regard to this MOU, is based upon the following:

1. This MOU is authorized and provided for pursuant to California Welfare and Institutions Code (WIC) Sections 10850.1 and 18951, which govern the composition for the formation of a MDT and the sharing of information which can occur within a MDT, and WIC Section 10601.2, which calls for the identification and replication of best practices such as Differential Response (DR) to achieve measurable outcomes for child welfare systems.
2. This MOU sets forth the procedures authorized by both the COUNTY's SSA Director and the CBO, for their respective employees to follow in providing DR-Path 1 via a MDT.
3. COUNTY and CBO have agreed to work together to provide DR-Path 1 via a MDT.
4. COUNTY funds the provision of child abuse and neglect prevention and intervention services as authorized and provided for pursuant to WIC Section 16501.
5. A partnership between COUNTY's child abuse prevention and intervention efforts and CBO's staff and volunteers to establish a MDT in order to offer DR-Path 1 will allow for

a greater engagement of FAMILIES with services provided within their community and diverting them from entering the child welfare system.

6. This non-financial MOU is a legally binding agreement based on the promises of the Parties.

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ATTACHMENT A – COUNTY OF ORANGE INFORMATION TECHNOLOGY SECURITY
PROVISIONS 1

ATTACHMENT B - MEMBER CERTIFICATION OF DIFFERENTIAL RESPONSE-PATH
1 MULTIDISCIPLINARY TEAM

1. TERM

The term of this MOU shall commence on July 1, 2024, and end on June 30, 2027, unless earlier terminated pursuant to the provisions of Paragraph 24 of this MOU; however, the Parties shall be obligated to perform such duties as would normally extend beyond this term, including, but not limited to, obligations with respect to indemnification, reporting and confidentiality.

2. PURPOSE

The purpose of this MOU is to set forth provisions for the establishment of a MDT pursuant to the requirements of WIC Section 10850.1 that allows for the disclosure and exchange, with other members of the MDT, any information or writing that is kept or maintained in connection with any program of public social services or otherwise designated as confidential consistent with the provisions of WIC Section 10850.1.

3. DEFINITIONS

3.1 Differential Response (DR): A multiple-path strategy developed to improve outcomes for FAMILIES in crisis by strengthening communication between agencies within the child welfare system and enhancing the responsiveness of child welfare services and the community to those FAMILIES.

3.2 Differential Response Tracking System (DRTS): A computerized tracking system designed to record information received from calls referred to DR-Path 1, developed to specifically address the needs for the COUNTY and CBOs.

3.3 DR-Path 1: A strategy utilized when alleged reports of child abuse or neglect do not meet the statutory definition of child abuse or neglect as referenced in Penal Code Section 11165.6, but there are indications that a family is experiencing problems that may result in the neglect, abuse, exploitation, or delinquency of children, and which could be addressed by CBO to prevent the unnecessary separation of families by identifying family problems, assisting families in resolving their problems, and preventing the breakup of families where the

prevention of child removal is desirable and possible. Those reports of alleged child abuse are reviewed by the MDT to determine the appropriateness of offering services to the family.

- 3.4 Multidisciplinary Personnel Team (MDT): A team of three (3) or more persons trained in the prevention, identification, and treatment of child abuse and neglect cases and who are qualified to provide a broad range of services related to child abuse. The team may include, but not be limited to, trained counseling personnel, police officers or other law enforcement agents, medical personnel, social workers, public or private school teachers, administrative officers, supervisors of child welfare, or certified pupil personnel employees. The MDT meets regularly to discuss children and families of alleged child abuse reports that do not meet the statutory definition of child abuse or neglect but may result in the neglect, abuse, exploitation, or delinquency of children, and which could be addressed by the MDT and prevent the unnecessary separation of families by identifying family problems, assisting families in resolving their problems, and preventing the breakup of families where the prevention of child removal is desirable and possible.

4. POPULATION TO BE SERVED

- 4.1 Population to be served shall include children and families of alleged child abuse reports, referred by COUNTY, whose reports do not meet the statutory definition of child abuse or neglect, but for whom the provision of services would be directed towards the accomplishment of a purpose in WIC Section 16501. The children and families to be served shall be referred to as "FAMILIES."

5. GOAL

The goal of this MOU is to prevent child abuse and neglect by engaging a greater number of FAMILIES in services that may be available within their community without having to bring those FAMILIES into the child welfare system. Early identification and

implementation of these community services will enhance the family's ability to become more self-sufficient and improve their parenting skills.

6. CBO RESPONSIBILITIES

CBOs shall:

- 6.1 Submit a certification to COUNTY, in the form attached as Attachment B, confirming that MDT members meet the qualifications described in Subparagraph 6.2 and have received training described in Subparagraph 6.4.
- 6.2 Recruit MDT members who are trained in the prevention, identification, management, and treatment of child abuse and neglect cases and who are qualified to provide a broad range of services related to child abuse or neglect that meet the following qualifications and ability to:
 - 6.2.1 Protect and promote the welfare of all children, including disabled, homeless, dependent, or neglected children.
 - 6.2.2 Prevent, remedy, or assist in the solution of problems that may result in the neglect, abuse, exploitation, or delinquency of children.
 - 6.2.3 Prevent unnecessary separation of children from their families and ability to identify family problems, assist families in resolving their problems, and prevent breakup of the family where the prevention of child removal is desirable and possible.
 - 6.2.4 Maintain the confidentiality of highly sensitive and confidential information.
 - 6.2.5 Outreach and engage FAMILIES at risk of child abuse/neglect.
 - 6.2.6 Assess the needs of FAMILIES.
 - 6.2.7 Contribute resources to assist in the sustainability of the MDT.
 - 6.2.8 Possess knowledge of and experience with community resources.
 - 6.2.9 Collaborate with other CBOs and MDT members.
- 6.3 Provide Live Scan for MDT members.

- 6.4 Provide training to MDT members in areas including, but not limited to:
 - 6.4.1 Prevention, identification, management, or treatment of child abuse or neglect cases.
 - 6.4.2 Prevention or remedying, or assisting in the solution of problems that may result in, the neglect, abuse, exploitation, or delinquency of children.
 - 6.4.3 Prevention of the unnecessary separation of FAMILIES by identifying family problems, assisting FAMILIES in resolving their problems, and preventing the breakup of FAMILIES where the prevention of child removal is desirable and possible.
 - 6.4.4 Identification of available community resources available to FAMILIES.
 - 6.4.5 Rules of confidentiality that apply to this MOU and the MDT.
 - 6.4.6 Operational procedures of the MDT as established by COUNTY.
 - 6.4.7 Usage of Differential Response Tracking System (DRTS) or similar data tracking system identified by COUNTY.
 - 6.4.8 All other pertinent provisions of this MOU.
- 6.5 Participate in MDT and DR-Path 1 related training as requested by COUNTY.
- 6.6 Acquire information about FAMILIES from COUNTY and, as a MDT member, review family information to determine appropriateness of offering services.
- 6.7 Facilitate and/or participate in regular MDT meetings. Coordinate and schedule monthly MDT meetings with COUNTY to discuss referrals and to review assessments and service plan recommendations, as well as additional options for community-based services for FAMILIES.
- 6.8 Coordinate DR-Path 1 family outreach attempts with MDT member to contact FAMILIES to educate, offer, link, and enroll into community-based services, including, but not limited to, Family Resource Centers.
- 6.9 Coordinate attempts to contact referred FAMILIES within the guidelines established by the MDT or until FAMILY declines services. COUNTY shall be

notified of FAMILIES that were unable to be contacted or contacted but denied voluntary services. COUNTY shall also be notified of FAMILIES who initially decline services but accept at a later date.

6.10 Utilize the DRTS to receive all DR-Path 1 referrals from COUNTY and record activity data for referrals.

6.11 Maintain records of efforts or engagements to offer services, engagement outcomes, and other activities relevant to DR-Path 1, as requested by COUNTY.

7. COUNTY RESPONSIBILITIES.

7.1 Provide information to MDT through the DRTS, regarding FAMILIES identified in alleged child abuse reports whose reports do not meet the statutory definition of child abuse or neglect, but for which the MDT through the DRTS could offer services that would prevent, remedy, or assist problems that may result in the neglect, abuse, exploitation, or delinquency of children, and which could be addressed by the MDT and prevent the unnecessary separation of FAMILIES by identifying FAMILY problems, assisting FAMILIES in resolving their problems, and preventing the breakup of FAMILIES where the prevention of child removal is desirable and possible.

7.2 Facilitate and/or participate in regular MDT meetings.

7.3 Ensure that MDT members complete required training and any MDT or DR-Path 1 related training, as requested by COUNTY.

7.4 Maintain records of alleged child abuse report information provided to the MDT and efforts or engagements of the MDT to offer services, engagement outcomes, and other activities relevant to DR-Path 1, as reported by the MDT.

8. NON-DISCRIMINATION

8.1 In the performance of this MOU, CBO 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.

8.2 CBO shall furnish any and all information requested by COUNTY and shall permit COUNTY access, during business hours, to books, records, and accounts in order to ascertain CBO's compliance with this Paragraph 8 et seq.

8.3 Non-Discrimination in Employment

8.3.1 All solicitations or advertisements for employees placed by or on behalf of CBO 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.

8.3.2 CBO 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)

8.4 Non-Discrimination in Service Delivery

- 8.4.1 CBO 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 Code of Federal Regulations (CFR) section 272.6; Title II of the Americans with Disabilities Act of 1990; 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. CBO shall not implement any administrative methods or procedures which would have a discriminatory effect or which would violate the California Department of Social Services (CDSS), Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with California Welfare and Institutions Code (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 8 et seq.
- 8.4.2 CBO shall provide any and all clients desirous of filing a formal complaint

any and all information as appropriate:

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

8.4.2.2 Discrimination Complaint Form

8.4.2.3 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

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. SUBCONTRACTS

9.1 CBO shall not subcontract for services under this MOU without the prior written consent of COUNTY. If COUNTY consents in writing to a subcontract, in no event shall the subcontract alter, in any way, any legal responsibility of CBO to

COUNTY. All subcontracts must be in writing and copies of same shall be provided to COUNTY, CBO shall include in each subcontract any provision COUNTY may require.

10. CONFIDENTIALITY

10.1 COUNTY and CBO agree to maintain confidentiality of all 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.

10.2 All records and information concerning any and all persons referred to CBO by COUNTY or COUNTY's designee shall be considered and kept confidential by CBO, CBO's employees, agents, subcontractors, and all other individuals performing services under this MOU. CBO shall require all of its employees, agents, subcontractors, and all other individuals performing services under this MOU to sign an agreement with CBO before commencing the provision of any such services, agreeing to maintain confidentiality of any and all materials and information with which they may come into contact, or the identities or any identifying characteristics or information with respect to any and all participants referred to CBO by COUNTY, except as may be required to provide services under the MOU or to those specified in this MOU as having the capacity to audit CBO, and as to the latter, only during such audit. CBO shall comply with any audits specified in Paragraph 16, provide reports and any other information required by COUNTY in the administration of this MOU, and as otherwise permitted by law.

10.3 CBO shall inform all of its employees, agents, subcontractors, and all other individuals performing services under this MOU of this provision and that any person violating the provisions of said California state law may be guilty of a crime.

10.4 CBO agrees that any and all subcontracts entered into shall be subject to the confidentiality requirements of this MOU.

10.5 CBO agrees to maintain the confidentiality of its records with respect to Juvenile Court matters, in accordance with WIC Section 827, all applicable statutes, case law, and Orange County Juvenile Court Policy regarding Confidentiality, as it now exists or may hereafter be amended.

10.5.1 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.

10.5.2 CBO must receive prior written approval of the Juvenile Court before allowing any child to be interviewed, photographed, or recorded by any publication or organization, or to appear on any radio, television, or internet broadcast or make any other public appearance. Such approval shall be requested through child's Social Worker.

11. PUBLICITY, LITERATURE, ADVERTISEMENTS AND SOCIAL MEDIA

11.1 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.

11.2 CBO may develop and publish information related to this MOU where all of the following conditions are satisfied:

11.2.1 COUNTY provides its written approval of the content and publication of the information at least thirty (30) days prior to CBO publishing the information, unless a different timeframe for approval is agreed upon by COUNTY;

11.2.2 The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:

11.2.2.1 any commercial product or service; and

11.2.2.2 any product or service provided by CBO, unless approved in writing by COUNTY; and

11.2.3 If CBO uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this MOU, CBO shall develop social media policies and procedures and have them available to the COUNTY. CBO 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 MOU.

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

12. INDEMNIFICATION

12.1 CBO 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 CBO pursuant to this MOU. If judgment is entered against CBO and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CBO 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 MOU, CBO agrees to carry all required insurance at CBO's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this MOU have been complied with. CBO agrees to keep such insurance coverage current and provide Certificates of Insurance and endorsements to COUNTY during the entire term of this MOU.
- 13.2 CBO shall ensure that all subcontractors performing work on behalf of CBO pursuant to this MOU shall be covered under CBO's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CBO. CBO shall not allow subcontractors to work if subcontractors have less than the level of coverage required by COUNTY from CBO under this MOU. It is the obligation of CBO 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 CBO through the entirety of this MOU 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 CBO. If CBO is self-insured, CBO will indemnify COUNTY for any and all claims resulting or arising from CBO's services in accordance with the indemnity provision stated in this MOU.
- 13.4 If CBO fails to maintain insurance acceptable to COUNTY for the full term of this MOU, COUNTY may terminate this MOU.
- 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/ Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial rating.

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Automobile Liability including coverage for owned or scheduled, non-owned, and hired vehicles	\$1,000,000 combined single limit each accident
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 up to eight (8) 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 CBO's insurance is primary and any insurance or self-insurance maintained by the County shall be excess and non-contributory.

13.7.2 The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, its elected and appointed officials, officers, employees, and

agents or provide blanket coverage, which will state AS REQUIRED BY WRITTEN CONTRACT.

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

13.7.3.1 An Additional Insured endorsement naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds for its vicarious liability.

13.7.3.2 A primary and non-contributory endorsement evidencing that the CBO'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 MOU 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 CBO shall provide thirty (30) days prior written notice to 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 MOU.

13.10 If CBO's Professional Liability and/or Network Security & Privacy Liability policy(ies) are "Claims-Made" policy(ies), CBO 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 20 of this MOU.

13.13 Failure of CBO to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/County Procurement Office or COUNTY, will result in a breach of this MOU.

13.14 COUNTY expressly retains the right to require CBO to increase or decrease insurance of any of the above insurance types throughout the term of this MOU. 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 CBO in writing of changes in the insurance requirements. If CBO does not provide acceptable Certificates of Insurance and endorsements to COUNTY incorporating such changes within thirty (30) days of receipt of such notice, this MOU may be in breach without further notice to CBO, 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 CBO’s liability hereunder nor to fulfill the indemnification

provisions and requirements of this MOU, nor act in any way to reduce the policy coverage and limits available from the insurer.

14. SECURITY

CBO shall abide by the requirements in Attachment A of this MOU.

14.1.1

15. NOTIFICATION OF INCIDENTS, CLAIMS, OR SUITS

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

15.1 Any accident or incident relating to services performed under this MOU that involves injury or property damage which may result in the filing of a claim or lawsuit against CBO and/or COUNTY.

15.2 Any third party claim or lawsuit filed against CBO arising from or relating to services performed by CBO under this MOU.

15.3 Any injury to an employee of CBO that occurs on COUNTY property.

15.4 Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies, or securities entrusted to CBO under the term of this MOU.

16. RECORDS

16.1 Client Records

16.1.1 CBO shall prepare and maintain accurate and complete records of clients served and dates and type of services provided under the terms of this MOU in a form acceptable to COUNTY.

16.1.2 CBO shall keep all COUNTY data provided to CBO during the term(s) of this for a minimum of five (5) years from the end date of this MOU referenced in Paragraph 1 or until all pending COUNTY, State, and federal audits are completed, whichever is later. These records shall be stored in Orange County, unless CBO 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 MOU, CBO shall relinquish control with respect to COUNTY data to COUNTY in accordance with Subparagraph 24.2 of this contract.

16.2 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 MOU may be subject to public disclosure. COUNTY will not be liable for any such disclosure.

17. PERSONNEL DISCLOSURE

17.1 This Paragraph 17 applies to all of CBO's personnel providing services through this MOU, paid and unpaid (herein referred to as "Personnel").

17.2 CBO shall make available to COUNTY a current list of all Personnel providing services hereunder, including résumés and job applications. Changes to the list will be immediately provided to COUNTY in writing, along with a copy of a résumé and/or job application. The list shall include:

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

17.2.2 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;

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

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

17.3 Where authorized by law, and in a manner consistent with California Government Code Section 12952, CBO 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 MOU.

- 17.4 Where authorized by law, CBO 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 MOU: U.S. Department of Justice National Sex Offender Website (www.nsopw.gov) and Megan's Law Sex Offender Registry (www.meganslaw.ca.gov).
- 17.5 Where authorized by law, CBO 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 MOU. 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 MOU.
- 17.6 CBO shall ensure that clearances and background checks described in Subparagraphs 17.4 and 17.5 are completed prior to CONTRACTOR's Personnel providing services under this MOU.
- 17.7 In the event a record is revealed through the processes described in Subparagraphs 17.4 and 17.5, COUNTY will be available to consult with CBO on appropriateness of Personnel providing services through this MOU.
- 17.8 CBO warrants that all Personnel assigned by CBO to provide services under this MOU 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 MOU. CBO shall maintain records of background investigations and reference checks undertaken and coordinated by CBO for Personnel assigned to provide services under this MOU, for a minimum of five

(5) years from the end date of this MOU referenced in Paragraph 1, or until all pending COUNTY, State, and federal audits are completed, whichever is later, in compliance with all applicable laws.

17.9 CBO shall immediately notify COUNTY concerning the arrest and/or subsequent conviction, for offenses, other than minor traffic offenses, of any Personnel performing services under this MOU, when such information becomes known to CBO. COUNTY, at its sole discretion, may determine whether such Personnel may continue to provide services under this MOU and shall provide notice of such determination to CBO in writing. CBO's failure to comply with COUNTY's decision shall be deemed a material breach of this MOU.

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

17.11 COUNTY shall have the right to require CBO to remove any Personnel from the performance of services under this MOU. At the request of COUNTY, CBO shall immediately replace said Personnel.

17.12 CBO shall notify COUNTY immediately when Personnel is terminated for cause from working on this MOU.

17.13 Disqualification, if any, of CBO Personnel, pursuant to this Paragraph 17, shall not relieve CBO of its obligation to complete all work in accordance with the terms and conditions of this MOU.

18. CHILD AND DEPENDENT ADULT/ELDER ABUSE REPORTING

CBO shall establish a procedure acceptable to COUNTY to ensure that all employees, agents, subcontractors, and all other individuals performing services under this MOU 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. CBO shall require such employees, agents, subcontractors, and all other individuals performing services under

this MOU 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.

19. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

CBO shall notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Orange County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafe.ca.gov for printing purposes. The information shall be posted in all reception areas where clients are served.

20. NOTICES

All notices, requests, claims correspondence, reports, statements authorized or required by this MOU, and/or other communications shall be addressed as follows:

COUNTY: County of Orange Social Services Agency

Contracts Services

500 N. State College, Suite 100

Orange, CA 92868

CBO:

Attn:

All notices shall be deemed effective when in writing and deposited in the United States mail, first class, postage prepaid and addressed as above. Any communications, including notices, requests, claims, correspondence, reports, and/or statements authorized or required by this MOU, addressed in any other fashion shall be deemed not

given. 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.

21. RESOLUTION OF CONFLICTS

For resolution of conflicts between COUNTY and CBO in regards to the provisions of this MOU, the following shall apply:

Step 1: Conference between the SSA Program Manager and the CBO's DR-Path 1 Program Coordinator.

Step 2: Conference between the SSA Deputy Director or designee, and the CBO's Program Director.

Step 3: Conference between the SSA Director, or designee, and the CBO's Executive Director, or designee.

Nothing in this Paragraph limits the rights of the Parties under Paragraph 24.

22. CONFLICT OF INTEREST

CBO shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to CBO; the CBO's employees, agents, and subcontractors associated with accomplishing work and services hereunder. CBO's efforts shall include, but not be limited to establishing precautions to prevent 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 from acting in the best interests of the County.

23. POLITICAL ACTIVITY

CBO 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.

24. TERMINATION

24.1 COUNTY may terminate this MOU 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 limited to, any breach of this MOU, any partial misrepresentation whether negligent or willful, fraud on the part of CBO, discontinuance of the services for reasons within CBO's reasonable control, and repeated or continued violations of County ordinances unrelated to performance under this MOU that, in the reasonable opinion of COUNTY, indicate a willful or reckless disregard for County laws and regulations. Exercise by COUNTY of the right to terminate this MOU shall relieve COUNTY of all further obligations under this MOU.

- 24.2 For ninety (90) calendar days prior to the expiration date of this MOU, or upon notice of termination of this MOU ("Transition Period"), CBO agrees to cooperate with COUNTY 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, services and data access shall continue to be made available to COUNTY without alteration. CBO also shall assist COUNTY in extracting and/or transitioning all data in the format determined by COUNTY.
- 24.3 In the event of termination of this MOU, cessation of business by CBO, or any other event preventing CBO from continuing to provide services, CBO 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 MOU.
- 24.4 The obligations under this MOU utilize COUNTY resources, for which funding, or portions of funding, may be contingent upon the State and/or federal budget; receipt of funds from and/or obligation of funds by the State and/or Federal Government; and inclusion of sufficient funding for the services hereunder in the

budget approved by the COUNTY's Board of Supervisors for each fiscal year covered by this MOU. If such approval, funding, or appropriations are not forthcoming, or are otherwise limited, COUNTY may terminate, reduce, or modify this MOU without penalty.

24.5 If any term, covenant, condition, or provision of this MOU or the application thereof is held invalid, void, or unenforceable, the remainder of the provisions in this MOU shall remain in full force and effect and shall in no way be affected, impaired, or invalidated thereby.

25. SIGNATURE IN COUNTERPARTS

The Parties agree that separate copies of this MOU may be signed by each of the Parties, and this MOU will have the same force and effect as if the original had been signed by all Parties. CBO represents and warrants that the person executing this MOU on behalf of and for CBO is an authorized agent who has actual authority to bind CBO to each and every term, condition and obligation of this MOU and that all requirements of CBO have been fulfilled to provide such actual authority.

26. GENERAL PROVISIONS

26.1 Nothing herein contained shall be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and any participant participating in this program, or any of CBO's agents or employees.

26.2 This MOU, with its Attachment B incorporated herein by reference represents the entire understanding of the Parties with respect to the subject matter. No change, modification, extension, termination or waiver of this MOU, or any of the understandings herein contained, shall be valid unless made in writing and signed by duly authorized representatives of the Parties hereto.

26.3 This MOU 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. In the event of any legal action to enforce or interpret this MOU, 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.

- 26.4 CBO warrants that it and its Personnel, described in Paragraph 17 of this MOU, 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, County of Orange, and all other appropriate governmental agencies to perform the services described in this MOU, and agrees to maintain, and require its Personnel to maintain, these licenses and permits in effect for the duration of this MOU. CBO must notify COUNTY within one (1) business day of any change in license or permit status (e.g., becoming expired, inactive, etc.).
- 26.5 In the performance of this MOU, CBO shall comply with 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.
- 26.6 In the performance of this MOU, CBO 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.
- 26.7 The various headings, numbers, and organization herein are for the purpose of convenience only and shall not limit or otherwise affect the meaning of this MOU.

WHEREFORE, the Parties hereto have executed the Memorandum of Understanding in the County of Orange, California.

DocuSigned by:

By: CD27A64C1CE54E0

Donald Verleur
Chief Executive Officer
Olive Crest

Dated: 2/23/2024 | 2:00:55 AM PST

COUNTY OF ORANGE

By: _____

Vanessa Rooke
Deputy Purchasing Agent
County of Orange, Social Services Agency

Dated: _____

Approved As To Form
SSA Counsel
County of Orange, California

DocuSigned by:

By: D3AB98D76D0B425...

Deputy County Counsel

Dated: 2/6/2024 | 2:26:18 PM PST

Attachment A

County of Orange Information Technology Security Provisions

All CBOs 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 CBO 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.

CBO, CBO personnel, CBO's subcontractors, any person performing work on behalf of CBO, and all other agents and representatives of CBO 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 CBO in connection with the Services performed by CBO 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.

CBO 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 CBO 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 CBO shall review and update its information security program in accordance with contractual, legal, and regulatory requirements. CBO shall provide to County a copy of the organization's information security program and/or policies.

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

County may require all CBO 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 CBO shall issue, any necessary information-access mechanisms, including access IDs and passwords, and in no event shall CBO permit any such mechanisms to be shared or used by other than the individual CBO personnel, subcontractor, or affiliate to whom issued. CBO shall provide each CBO 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, CBO shall provide County with an accurate, up-to-date list of those CBO 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 CBO personnel and/or subcontractor personnel. County reserves the right to require the removal and replacement of CBO 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 CBO: (a) shall be used and accessed by such CBO and/or subcontractors personnel solely and exclusively in the performance of their assigned duties in connection with, and in furtherance of, the performance of CBO's obligations hereunder; and (b) shall not be used or accessed except as expressly permitted hereunder, or commercially exploited in any manner whatsoever, by CBO or CBO's personnel and subcontractors, at any time.

CBO 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 CBO 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 CBO's obligation of confidentiality as further described in this Contract, CBO 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).

CBO 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,

CBO 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 CBO 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. CBO 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.

CBO 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 CBO 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.

CBO shall also continuously monitor its systems for potential areas where security could be breached. In no case shall the safeguards of CBO'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 CBO'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 CBO 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 CBO shall be required to implement and enforce, as well as the date on which such procedures and measures shall take effect. CBO shall and shall cause CBO 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:** CBO 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 CBO ("CBO 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 CBO Systems.

- a) **CBO System(s) and Security:** At all times during the contract term, CBO shall maintain a level of security with regard to the CBO 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). CBO 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) **CBO and the use of Email:** CBO, including CBO's employees and subcontractors, that are provided a County email address must only use the County email system for correspondence of County business. CBO, including CBO'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 CBO's performance under this Contract requires such access or use, CBO 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.

CBOs 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 CBO 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 CBO 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 CBO 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, CBO 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. CBO shall reimburse County for all notification and related costs incurred by County arising out of or in connection with any such occurrence due to CBO's acts, errors or omissions, negligence, and/or misconduct resulting in a requirement for legally required notifications.

In the case of a breach, CBO 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.

CBO 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:** CBO 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).

CBO shall inform County of any internal/external security audit or assessment performed on CBO'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. CBO will provide a copy of the audit report to County within thirty (30) days after CBO's receipt of request for such report(s).

CBO shall reasonably cooperate with all County security reviews and testing, including but not limited to penetration testing of any cloud-based solution provided by CBO to County under this Contract. CBO shall implement any required safeguards as identified by County or by any audit of CBO'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 CBO 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 CBO 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 CBO 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 CBO 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 CBO internally and through third-party vendors shall have resiliency and redundancy capabilities to achieve high availability and data recoverability. CBO Systems shall be designed, where practical and possible, to ensure continuity of service(s) in the event of a disruption or outage.

ATTACHMENT B

MEMBER CERTIFICATION OF
DIFFERENTIAL RESPONSE PATH-1
MULTIDISCIPLINARY TEAM

To: Orange County Social Services Agency
Children and Family Services
Attention: DR-Path 1 Contract Administrator
500 N. State College Blvd., Suite 100
Orange, CA 92868

_____(CBO) hereby designates the following person as a member of the Orange County Social Services Agency (SSA) Differential Response-Path 1 (DR-Path 1) multidisciplinary personnel team (MDT):

Name: _____
Title: _____
Agency: _____
Address: _____
Phone: _____

The above CBO hereby certifies that the above-designated person is qualified to serve on the MDT as indicated in Paragraph 6 of the MOU and it has provided training to the above-designated person as required by Subparagraph 6.4, 6.5, and 7.3. of the Memorandum of Understanding (MOU) between SSA and CBO/MDT member to establish a MDT for DR-Path 1 Services (MA-063-24010379).

CBOs Member Signature

Dated: _____

Print Name

Title: _____

I hereby certify that I have received the required training in Paragraph 6.4 of the MOU to participate as a member of the MDT and that I am qualified to provide services. I have received a copy of the MOU and understand the scope and purpose of the MDT and agree to keep all information confidential.

MDT Member Signature

Dated: _____

Print Name