

CONTRACT
BETWEEN
COUNTY OF ORANGE
AND
CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY
FOR THE PROVISION OF CALIFORNIA WORK OPPORTUNITY AND RESPONSIBILITY
TO KIDS HOME VISITING PROGRAM SERVICES

This Contract is by and between the COUNTY OF ORANGE, hereinafter referred to as “COUNTY,” and CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY, a California public agency, hereinafter referred to as “CONTRACTOR.” This Contract shall be administered by the County of Orange Social Services Agency Director or designee, hereinafter referred to as “ADMINISTRATOR.”

W I T N E S S E T H:

WHEREAS, COUNTY issued a Request For Proposal for Home Visiting Services in 2023;

WHEREAS, COUNTY desires to contract with CONTRACTOR for the provision of California Work Opportunity and Responsibility to Kids (CalWORKs) Home Visiting Program 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 Assembly Bill 1811, Chapter 35, Statutes of 2018; California Welfare and Institutions Code Sections 11330.6 through 11330.9, Section 11200 et seq., also known as the CalWORKs Act of 1997; and Title I, Article 25, Section 1-2-331 et seq. of the Orange County Codified Ordinances; and

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, 2026, 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 Attachment A to the Contract between County of Orange and Children and Families Commission of Orange County, for the Provision of CalWORKs Home Visiting Program Services, attached hereto and incorporated herein by reference. CONTRACTOR shall operate continuously throughout the term of this Contract with the number and type of staff described and as required for provision of services hereunder.
- 4.2 Subject to thirty (30) days advance written notice, ADMINISTRATOR may require changes in staffing allocations to reflect current workload demands or service needs as long as COUNTY's maximum funding obligation, as set forth in this Contract, is not exceeded.
- 4.3 Upon the request of ADMINISTRATOR, CONTRACTOR shall send appropriate staff to attend an orientation session and subsequent training sessions given by COUNTY.

5. LICENSES AND STANDARDS

- 5.1 CONTRACTOR 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.

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 California Department of Social Services (CDSS) Manual of Policies and Procedures (MPP) Division 21, Chapter 21-100. If there are any violations of this Paragraph, CDSS shall have the right to invoke fiscal sanctions or other legal remedies in accordance with WIC Section 10605, or CGC Sections 11135-11139.5, or any other laws, or the issue may be referred to the appropriate federal agency for further compliance action and enforcement of Subparagraph 9.4 et seq.

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

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

9.4.2.2 Discrimination Complaint Form

9.4.2.3 Civil Rights Contacts:

County Civil Rights Contact:

Orange County Social Services Agency

Program Integrity

Attn: Civil Rights Coordinator

P.O. Box 22001

Santa Ana, CA 92702-2001

Telephone: (714) 438-8877

State Civil Rights Contact:

California Department of Social Services

Civil Rights Bureau

P.O. Box 944243, M/S 8-16-70

Sacramento, CA 94244-2430

Telephone: (916) 654-2107

Toll Free: (866) 741-6241

Federal Civil Rights Contact:

Office for Civil Rights

U.S. Department of Health and Human Services

90 7th Street, Suite 4-100

San Francisco, CA 94103

Customer Response Center: (800) 368-1019

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

9.4.3.1 <https://www.cdss.ca.gov/Portals/9/FMUForms/M-P/PUB470.pdf?ver=2021-05-10-164956-817> (Pub 470 - Your rights Under Adult Protective Services)

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

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

10. NOTICES

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

follows:

COUNTY: County of Orange Social Services Agency
 Contracts Services
 500 N. State College Blvd, Suite 100
 Orange, CA 92868

CONTRACTOR: Children and Families Commission of
 Orange County
 1505 E. 17th Street, Unit 230
 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
Automobile Liability including coverage for owned or scheduled, non-owned, and hired vehicles	\$1,000,000 combined single limit each accident
Workers' Compensation	Statutory
Employer's Liability Insurance	\$1,000,000 per accident or disease
Network Security & Privacy Liability	\$1,000,000 per claims-made

Professional Liability Insurance (Applicable for staff or subcontractors who are licensed professionals) \$1,000,000 per claims-made or occurrence

\$1,000,000 aggregate

Sexual Misconduct Liability (Applicable to staff or subcontractors with direct contact with County clients) \$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 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 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(ies), 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 reimbursement from COUNTY for, or apply sums received from COUNTY with respect to, that portion of its obligations which have been paid by another source of revenue. CONTRACTOR agrees that it shall not use funds received pursuant to this Contract, either directly or indirectly, as a contribution or compensation for purposes of obtaining federal, State, or COUNTY funds under any federal, State, or COUNTY program without prior written approval of ADMINISTRATOR.

18. EQUIPMENT

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

COUNTY or its representatives, or dispose of them in accordance with the directions of ADMINISTRATOR.

CONTRACTOR further agrees to the following:

- 18.1.1 To maintain all items of Capital Equipment in good working order and condition, normal wear and tear excepted.
 - 18.1.2 To label all items of Capital Equipment, do periodic inventories as required by ADMINISTRATOR, and to maintain an inventory list showing where and how the Capital Equipment is being used, in accordance with procedures developed by ADMINISTRATOR. All such lists shall be submitted to ADMINISTRATOR within ten (10) days of any request.
 - 18.1.3 To report in writing to ADMINISTRATOR immediately after discovery, the loss or theft of any items of Capital Equipment. For stolen items, the local law enforcement agency must be contacted and a copy of the police report submitted to ADMINISTRATOR.
 - 18.1.4 To purchase a policy or policies of insurance covering loss or damage to any and all Capital Equipment purchased under this Contract, in the amount of the full replacement value thereof, providing protection against the classification of fire, extended coverage, vandalism, malicious mischief, and special extended perils (all risks) covering the parties' interests as they appear.
- 18.2 The purchase of any Capital Equipment by CONTRACTOR shall be requested in writing, shall require the prior written approval of ADMINISTRATOR, and shall fulfill the provisions of this Contract which are appropriate and directly related to CONTRACTOR's service or activity under the terms of this Contract. COUNTY may refuse reimbursement for any costs resulting from Capital Equipment purchased which are incurred by CONTRACTOR, if prior written approval has not

been obtained from ADMINISTRATOR.

18.3 Computer Equipment

No computers and/or personal electronic devices, such as tablets and laptop computers, or any component thereof, may be purchased with funds provided under this Contract, regardless of purchase price, without prior written approval of ADMINISTRATOR. Any such purchase shall be in accordance with specifications provided by ADMINISTRATOR, be subject to the same inventory control conditions specified above in Subparagraphs 18.1.1 to 18.1.4, and, at the sole discretion of ADMINISTRATOR, become the property of COUNTY upon termination of 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 Maximum Contractual Funding Obligation

The maximum funding obligation of COUNTY under this Contract shall not exceed the amount of \$8,000,000, or actual allowable costs, whichever is less. The estimated annual amount for each twelve (12) month period is as follows:

\$3,947,838 for July 1, 2024, through June 30, 2025; and

\$4,052,162 for July 1, 2025, through June 30, 2026.

20.2 Allowable Costs

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

20.3 Claims

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

20.3.2 All claims must be submitted on a form approved by ADMINISTRATOR. ADMINISTRATOR may require CONTRACTOR to submit supporting source documents with the monthly claim, including, inter alia, a monthly statement of services, general ledgers, supporting journals, time sheets,

invoices, canceled checks, receipts, and receiving records, some of which may be required to be copied. Source documents that CONTRACTOR must submit shall be determined by ADMINISTRATOR and/or COUNTY's Auditor-Controller. CONTRACTOR shall retain all financial records in accordance with Paragraph 26 of this Contract.

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

20.3.4 Year-End and Final Claims

20.3.4.1 CONTRACTOR shall submit a final claim for each COUNTY fiscal year, July 1 through June 30, covered under the term of this Contract, as stated in Paragraph 1, by no later than August 30th of each corresponding COUNTY fiscal year. Claims received after August 30th of each corresponding COUNTY fiscal year may, at ADMINISTRATOR's sole discretion, not be reimbursed. ADMINISTRATOR may modify the date upon which the final claim per each COUNTY fiscal year must be received, upon written notice to CONTRACTOR.

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

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. REVENUE

23.1 Whenever CONTRACTOR receives any money specifically designated for use in programs funded through this Contract, such monies shall be considered a cost offset and treated as a reduction against the amount claimed by CONTRACTOR, except for Program Income as defined in Title 45 CFR Section 92.25, as that section currently exists or may be hereafter amended.

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.

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 13 of Attachment A.

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 www.babysafe.ca.gov 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 Social Worker.

32. SECURITY

Contractor shall abide by the requirements in Attachments B and C.

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 Equivalents (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. With the exception of overtime hours which require pre-authorization, reimbursement of ordinary expenditures provided during or after an emergency/disaster shall be calculated by the same rates that apply during non-emergency/disaster conditions. 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 Either Party 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.

43.3 Subordinate contracts must be executed prior to the expiration or earlier termination of this Contract and may survive the expiration of this Contract. This Cooperative Contract provision shall survive expiration or termination 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: Children and Families Commission of Orange County

Ramin Baschshi, M.D.

Chair

Print Name

Title

Signature

Date

Robin Stieler

Clerk of the Commission

Print Name

Title

DocuSigned by:

Robin Stieler

4/8/24

Signature

Date

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

Deputized Designee Signature:

Print Name

Deputy Purchasing Agent

Title

Signature

Date

**APPROVED AS TO FORM
COUNTY COUNSEL
COUNTY OF ORANGE, CALIFORNIA**

Carolyn S. Frost

Deputy County Counsel

DocuSigned by:

Carolyn S. Frost

Title

4/8/2024 | 3:53:38 PM PDT

Signature

Date

APPROVED AS TO FORM
COMMISSION SPECIAL COUNSEL

Cristina Talley

Commission Special Counsel

Print Name
DocuSigned by:

Cristina Talley

Signature

Title

4/8/2024 | 2:37:10 PM PDT

Date

SIGNED AND CERTIFIED THAT A COPY OF THIS
DOCUMENT HAS BEEN DELIVERED
TO THE CHAIR OF COMMISSION
ATTEST:

DocuSigned by:

By:

Robin Stieler

ROBIN STIELER

Clerk of the Commission

ATTACHMENT A
SCOPE OF WORK

FOR THE PROVISION OF CALIFORNIA WORK OPPORTUNITY AND RESPONSIBILITY
TO KIDS HOME VISITING PROGRAM SERVICES

1. POPULATION TO BE SERVED

- 1.1 CONTRACTOR and its subcontractors shall provide services to families referred by ADMINISTRATOR. Families include CalWORKs recipients who are pregnant; or CalWORKs recipients who are parents of, or Caretaker Relatives of, a child less than twenty-four (24) months of age at the time of voluntary enrollment in CalWORKs Home Visiting Program (HVP) services. Families also include individuals who are apparently, as defined by CDSS, eligible for CalWORKs with a child less than twenty-four (24) months of age at the time of voluntary enrollment; and pregnant individuals who have applied for CalWORKs aid.
- 1.2 HVP participants who are unable to complete twenty-four (24) months of services during their initial enrollment in CalWORKs HVP, may be eligible to re-enroll into the CalWORKs HVP services, and if all of the following apply:
- 1.2.1 The initial enrollment was discontinued because the previously eligible child was permanently removed from the Assistance Unit (AU) due to death of the child, termination of parental rights, or relinquishment of parental rights;
- 1.2.2 At the time the CalWORKs HVP services were discontinued, there were no other eligible children in the AU;
- 1.2.3 The family is now eligible for CalWORKs HVP with a new pregnancy or new eligible child; and
- 1.2.4 The evidence-based model being implemented by the COUNTY allows for the participant's re-enrollment.
- 1.3 The re-enrolled participant will be eligible for twenty-four (24) months of services or until the new child turns two (2) years old, whichever is later. There is no limit

on the number of times an HVP participant can re-enroll.

- 1.4 ADMINISTRATOR may expand the eligible populations based on CDSS directives identifying additional populations who are deemed eligible to receive CalWORKs HVP services or related services.
- 1.5 The population to be served as defined in this Paragraph shall hereinafter be referred to as “FAMILY/FAMILIES.”

2. DEFINITIONS

- 2.1 Assistance Unit: A group of related individuals living in the same home who have been determined eligible for CalWORKs and for whom cash aid has been authorized.
- 2.2 CalWORKs: California Work Opportunity and Responsibility to Kids Act of 1997 as described in California WIC Section 11200 et seq. CalWORKs is a program administered by County Welfare Departments and provides cash assistance, case management, job services, job training, and supportive services to assist CalWORKs recipients in overcoming barriers to obtaining and/or maintaining stable employment, with the goal of achieving economic self-sufficiency.
- 2.3 HomVEE: Home Visiting Evidence of Effectiveness is the assessment process developed by the Department of Health and Human Services (DHHS) and used to conduct a thorough review of early childhood home visiting models. HomVEE provides an assessment of the evidence of effectiveness for early childhood home visiting models that serve FAMILIES.
- 2.4 Home Visitor: Trained professional who makes regular visits to the homes of FAMILIES to provide guidance, coaching, and access to health and social services.
- 2.5 Material Goods: Items purchased for FAMILIES’ households related to the care, health, and safety of FAMILIES.

3. OUTCOME OBJECTIVES

Families enrolled in the CalWORKs HVP will receive necessary information and resources to ensure that parents are confident in the development of their children, including their emotional and behavioral health.

3.1 CONTRACTOR shall meet the following outcomes:

- 3.1.1 One hundred percent (100%) of families enrolled in services will complete a family-centered assessment within thirty (30) calendar days from initial contact and followed by a secondary assessment within three (3) months during each fiscal year of this Contract.
- 3.1.2 A minimum of sixty percent (60%) of families enrolled in services will increase primary health score and/or developmental screenings during fiscal year 2024-25 of this Contract.
- 3.1.3 A minimum of seventy percent (70%) of families enrolled in services will increase primary health score and/or developmental screenings during fiscal year 2025-26 of this Contract.
- 3.1.4 A minimum of sixty percent (60%) of parents enrolled in services will create a safer and higher quality home environment during fiscal year 2024-25 of this Contract.
- 3.1.5 A minimum of seventy percent (70%) of parents enrolled in services will create a safer and higher quality home environment during fiscal year 2025-26 of this Contract.
- 3.1.6 A minimum of seventy percent (70%) of parents enrolled in services will report increased parent knowledge of age-appropriate child development including language, cognitive, social emotional, and motor domains during each fiscal year of this Contract.
- 3.1.7 A minimum of seventy percent (70%) of parents enrolled in services will display improved parenting capacity, parenting practices, and parent-child relationships during each fiscal year of this Contract.

3.2 CONTRACTOR shall administer a written survey to FAMILIES at the initial face-

to-face or virtual meeting, at six (6) months intervals, and another upon completion of the program or termination of involvement in HVP, to determine if their knowledge of their child's development and their parental confidence have increased as a result of the program. Survey formats shall be approved by ADMINISTRATOR, and the completed, signed surveys shall be returned to ADMINISTRATOR upon FAMILY completion or termination in HVP.

4. WORKLOAD STANDARDS

4.1 CONTRACTOR's workload standards with respect to Attachment A of this Contract are as follows:

4.1.1 Provide HVP services to population to be served as identified in Paragraph 1 of this Attachment A, using DHHS approved "evidence-based" HomVEE model(s) (<https://homvee.acf.hhs.gov/implementation>).

4.1.2 Provide HVP services to a minimum of 460 FAMILIES annually.

5. HOURS OF OPERATION

5.1 CONTRACTOR shall provide services during hours that are responsive to the needs of the population(s) to be served as determined by ADMINISTRATOR, including, but not limited to, non-traditional hours to accommodate the needs of FAMILIES including earlier mornings, evenings, and weekends. At a minimum, CONTRACTOR shall provide services Monday through Friday, from 7:00 a.m. to 5:30 p.m., except COUNTY holidays as established by the Orange County Board of Supervisors. However, CONTRACTOR is encouraged to provide the contracted services on holidays, whenever possible.

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

to Paragraph 19, and shall not be reimbursed.

6. GENERAL SERVICE REQUIREMENTS

6.1 Receive and triage HVP referrals from ADMINISTRATOR.

6.1.1 CONTRACTOR shall accept all referrals made by ADMINISTRATOR and will attempt phone, email, or written contact with eighty percent (80%) of referred FAMILIES within five (5) business days of receipt of the referral.

6.2 Provide home visits in a frequency and duration required by Parents as Teachers (PAT) HomVEE model recognized by DHHS as “evidence-based” (<https://homvee.acf.hhs.gov/implementation>).

6.3 HVP services shall be for up to twenty-four (24) months, or until the second birthday of each participating child, whichever is later.

6.4 Participation in HVP is voluntary, and FAMILIES can also terminate their participation at any time.

6.5 Services can occur in person at a FAMILY's home, remotely through tele-health or virtual activities, or at a location mutually agreed to by FAMILY and CONTRACTOR. If Tele-health is being used for services, home visits must be implemented with fidelity to the evidence-based home visiting model(s), and home visiting providers must stay up to date on model guidance.

6.5.1 If a FAMILY does not have access to a smart device, CONTRACTOR shall loan iPads, based upon availability, at no cost to COUNTY or FAMILY for the duration of the program.

6.6 Execute home visits to provide guidance, coaching, and access to prenatal and postnatal care, and other services prescribed in the evidence-based HomVEE model. Home Visitors must have credentials as required by HomVEE model or ADMINISTRATOR.

6.6.1 Home Visitors shall make a minimum of four (4) attempts to reschedule home visits, via phone; email; or written contact, should a FAMILY not reschedule promptly.

- 6.6.1.1 Home Visitors shall develop a plan to reengage FAMILIES to remove barriers for continuity of home visits.
- 6.7 Additional DHHS HomVEE service models may be added upon advance written approval of ADMINISTRATOR.
- 6.8 Identify and adhere to CalWORKs and HVP guidelines per CDSS and COUNTY directives and complete periodic reports to CDSS and ADMINISTRATOR.
- 7. SERVICE REQUIREMENTS

CONTRACTOR shall provide the following services:

7.1 Support Services

- 7.1.1 Provide support and resources for participating FAMILIES, including, but not limited to:
 - 7.1.1.1 Prenatal, infant, and toddler care;
 - 7.1.1.2 Infant and child nutrition;
 - 7.1.1.3 Parenting skills and child bonding;
 - 7.1.1.4 Conduct child developmental screenings and assessments;
 - 7.1.1.5 Home safety;
 - 7.1.1.6 Transportation and housing assistance;
 - 7.1.1.7 Outreach activities and social support network connections;
 - 7.1.1.8 Connections to child care resources;
 - 7.1.1.9 Job readiness and barrier removal; and
 - 7.1.1.10 Domestic violence, sexual assault, mental health, and substance abuse treatment, as applicable.
- 7.1.2 Receive referrals and identify any immediate, emergency needs and provide linkages to resources that will address needs, and ensure linkages are successful.
- 7.1.3 Encourage and assist families to enroll their child(ren) in high-quality early learning settings, participate in playgroups, or engage in other child enrichment activities.
- 7.1.4 Collaborate with COUNTY staff, other County Agencies, and community

based organizations to provide a holistic approach to service provision.

- 7.1.5 Deliver culturally responsive services to the needs of the FAMILY in FAMILY's primary language.

7.2 Case Plans

- 7.2.1 Assess FAMILY needs and collaborate with ADMINISTRATOR to develop individual case plans inclusive of specific, clear, measurable goals and outcomes, directly connected to CDSS and HomVEE guidelines. Assessment of FAMILY needs should be ongoing throughout the duration of participation in the program. The case plan should build on the strengths established during the home visiting period, and the FAMILY's associated connections to child care. Case plans will also identify Material Goods needed by the participating FAMILIES up to \$1,000 per FAMILY for the duration of their participation in HVP.

- 7.2.2 Create a case management plan in collaboration with ADMINISTRATOR, which includes assessing the FAMILY's needs, developing an individualized case plan, monitoring progress in achieving case plan objectives, and ensuring the provision of all services specified in the case plan.

- 7.2.3 Monitor progress in achieving case plan objectives and ensure the provision of all services specified in the case plan.

7.3 Assessments

- 7.3.1 CONTRACTOR shall conduct a pre-assessment and post-assessment which assess risk and measure change in FAMILIES. These assessments shall be pre-approved by ADMINISTRATOR and administered by CONTRACTOR to FAMILIES entering and exiting services as part of the individualized care plan.

- 7.3.1.1 CONTRACTOR shall identify FAMILY's immediate needs during intake assessments and make referrals for services and/or provide resources within three (3) business days.

7.3.2 The frequency of assessments of FAMILIES during the service period is determined by the HomVEE service models or by ADMINISTRATOR.

7.3.3 Collect, evaluate, and report data on FAMILIES' demographics and relationships and evaluate effectiveness of services provision in increasing well-being outcomes of FAMILIES and children by race, ethnicity, national origin, primary and secondary language, and location within the county.

7.4 Case Management

7.4.1 Case consultation with designated COUNTY staff shall occur weekly to discuss progress and concerns of FAMILIES or at a frequency approved by ADMINISTRATOR. Case consultations will include, but are not limited to, relevant social and family history, relevant financial forms and information, changes in FAMILY behaviors, goals identified during assessment, description of specific examples of significant intervention efforts which have occurred, if any; and FAMILY's strengths, insights, community resource linkages, attendance, and other relevant FAMILY information.

8. FACILITIES

8.1 Administrative services under this Contract shall be provided at:

Children and Families Commission of Orange County
1505 E. 17th Street, Suite 230
Santa Ana, CA 92705

8.2 Home Based Services shall be provided in the homes of FAMILIES referred for service, at a mutually agreed upon location, or remotely through virtual activities, or as dictated by HomVEE Model. CONTRACTOR and ADMINISTRATOR may mutually agree in writing as to the facility(ies) and location(s) where services shall be provided without changing COUNTY's maximum funding obligation.

9. FAMILY CASE RECORDS

9.1 CONTRACTOR and its subcontractors shall maintain case records on each FAMILY which shall include, but not be limited to:

9.1.1 FAMILY's name, address, phone number, employment information;

9.1.2 Names, birth dates and sex of all FAMILY members;

9.1.3 Racial and ethnic demographics of all FAMILY members;

9.1.4 FAMILY's primary and secondary language;

9.1.5 Other persons in the home and their relationship to the FAMILY;

9.1.6 Referral Form and any referral documentation provided by COUNTY;

9.1.7 Referral Form to resource linkage and outreach activities;

9.1.8 Individualized Case Plans and Service Plans;

9.1.9 Screening and Assessment tools administered;

9.1.10 Material Goods allocation expenditure log and mandatory to provide documentation of purchases at the time of invoicing or upon ADMINISTRATOR or CDSS request.

9.1.11 Safety checklists;

9.1.12 Social and FAMILY histories;

9.1.13 Case notes;

9.1.14 Any additional HVP forms provided by ADMINISTRATOR or CDSS;
and

9.1.15 Authorization to release information between ADMINISTRATOR and CONTRACTOR.

10. REPORTING REQUIREMENTS

10.1 CONTRACTOR shall submit to ADMINISTRATOR a quarterly report (Quarterly Outcomes Report), by the fifth (5th) calendar day of the third (3rd) month in the

following quarter, which shall include, but not be limited to:

- 10.1.1 Number of FAMILIES referred;
 - 10.1.2 Number of FAMILIES reached/contacted;
 - 10.1.3 Number of ineligible referrals;
 - 10.1.4 Number of unactionable referrals;
 - 10.1.5 Number of FAMILIES that scheduled home visits;
 - 10.1.6 Number of FAMILIES that received home visits;
 - 10.1.7 Number of FAMILIES completed initial and secondary assessments;
 - 10.1.8 Number of FAMILIES completed pre and post surveys;
 - 10.1.9 FAMILIES case reviews and programmatic correction action plans;
 - 10.1.10 Number of FAMILIES enrolled in services that include, but are not limited to:
 - 10.1.10.1 Increased primary health score and/or developmental screenings;
 - 10.1.10.2 Created a safer and higher quality home environment;
 - 10.1.10.3 Increased parent knowledge of age-appropriate child development;
 - 10.1.10.4 Increased parenting capacity, parenting practices, and parent-child-relationships; and
 - 10.1.10.5 Number of FAMILIES unsuccessfully completed HVP case plan and the barriers encountered.
- 10.2 CONTRACTOR shall submit to ADMINISTRATOR a monthly report by twentieth (20th) calendar day of each month, which shall include, but not be limited to (HVP19 information):
- 10.2.1 Demographic information of FAMILIES and evidence of cultural accommodation;
 - 10.2.2 FAMILY caseload plans;

- 10.2.3 Number of referrals and indication of services provided to each referred FAMILY;
- 10.2.4 Number of hours of in-home services completed each week and month;
- 10.2.5 Number of cases opened and closed each month with indication why services ended; and
- 10.2.6 Information requested from ADMINISTRATOR or CDSS specific to CalWORKs HVP services provision.

11. MEETINGS

- 11.1 CONTRACTOR and ADMINISTRATOR's designees shall meet on a monthly basis to review FAMILY progress and services provided by CONTRACTOR. The review may include, but is not limited to, an evaluation of the necessity and appropriateness of services provided. Sharing of case information and additional services to support FAMILIES and transition them into Welfare to Work and educational activities.
- 11.2 CONTRACTOR and ADMINISTRATOR shall participate in CalWORKs Outcomes and Accountability Review and HVP evaluation meetings as requested by ADMINISTRATOR.
- 11.3 ADMINISTRATOR may meet with CONTRACTOR to provide oral and/or written feedback regarding the case management of FAMILIES served by CONTRACTOR. CONTRACTOR shall comply with the findings and take corrective action accordingly.
- 11.4 CONTRACTOR agrees to participate in additional meetings upon ADMINISTRATOR's request.

12. UTILIZATION REVIEW

- 12.1 CONTRACTOR and ADMINISTRATOR's designee shall meet at least annually or as determined by ADMINISTRATOR to review and evaluate a random selection of family 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. FAMILY cases to be reviewed shall be randomly selected by ADMINISTRATOR

and may include both open and closed cases.

12.2 ADMINISTRATOR may conduct a Utilization Review (UR) at CONTRACTOR's facility referenced in Paragraph 8 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.

12.3 In the event CONTRACTOR, ADMINISTRATOR and COUNTY's Family Self-Sufficiency and Adult Services staff representatives and/or ADMINISTRATOR's designee 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 Director of Family Self-Sufficiency and Adult Services for final resolution. Nothing in this subparagraph shall affect COUNTY's termination rights under Paragraph 42 of this Contract.

13. BUDGET

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

Budget for July 1, 2024, to June 30, 2025

<u>STAFFING</u>	<u>Position Type⁽¹⁾</u>	<u>FTEs⁽²⁾</u>	<u>Maximum Hourly Rate⁽³⁾</u>	<u>Amount</u>
Program Officer	A	2.00	\$50.48	
STAFFING SUBTOTAL				\$203,320
EMPLOYEE BENEFITS(40%) ⁽⁴⁾				<u>\$81,328</u>
TOTAL STAFFING & EMPLOYEE BENEFITS				\$284,648
TOTAL SUBCONTRACTORS' COSTS ⁽¹⁾⁽⁵⁾				\$1,311,220
TOTAL EXPANDED SERVICES CONTRACTORS ⁽¹⁾⁽⁵⁾				\$1,311,220
TOTAL SERVICES AND SUPPLIES ⁽⁶⁾				\$314,024

TOTAL OPERATING EXPENSES⁽⁷⁾ \$369,652

INDIRECT COSTS⁽⁸⁾ \$357,074

MAXIMUM COUNTY OBLIGATION (7/1/24-6/30/25) \$3,947,838

Budget for July 1, 2025, to June 30, 2026

<u>STAFFING</u>	<u>Position Type⁽¹⁾</u>	<u>FTEs⁽²⁾</u>	<u>Maximum Hourly Rate⁽³⁾</u>	<u>Amount</u>
Program Officer	A	2.00	\$52.25	
STAFFING SUBTOTAL				\$210,436
EMPLOYEE BENEFITS(40%) ⁽⁴⁾				<u>\$84,174</u>
TOTAL STAFFING & EMPLOYEE BENEFITS				\$294,610
TOTAL SUBCONTRACTORS' COSTS ⁽¹⁾⁽⁵⁾				\$1,358,670
TOTAL EXPANDED SERVICES CONTRACTORS ⁽¹⁾⁽⁵⁾				\$1,358,670
TOTAL SERVICES AND SUPPLIES ⁽⁶⁾				\$296,000
TOTAL OPERATING EXPENSES ⁽⁷⁾				\$377,652
INDIRECT COSTS ⁽⁸⁾				<u>\$366,560</u>
MAXIMUM COUNTY OBLIGATION (7/1/25-6/30/26)				\$4,052,162

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

(2) For hourly employees, Full-Time Equivalent (FTE) is defined as the amount of time (stated as a percentage) the position will be providing services under the terms of

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

- (3) Maximum hourly rate which will be permitted during the term of this Contract; employees may be paid at less than maximum hourly rate. Total salary is based on estimated cost, not maximum hourly rate.
- (4) Employee Benefits include retirement plans, medical insurance, life insurance, disability, dental insurance, and expense for accrued vacation time payout, for a separated employee, limited to the actual vacation time accrued during the fiscal year in which the expense is claimed, minus the actual vacation time used by the employee during said fiscal year. The overall benefit rate shall not exceed forty percent (40%) of the actual salary expense claimed.
- (5) Subcontractor costs shall include subcontractors staff's salaries and benefits not to exceed thirty percent (30%) of actual subcontractors' salary expense claimed.
- (6) Services and supplies shall include subcontractors program expenses: audit services, material goods, curriculum, and support expenses.
- (7) Operating expenses shall include subcontractors' expenses: office expenses, program expenses, mileage and parking expenses, printing expenses, staff training, equipment, facilities and utilities expenses, insurance, and postage. Office expenses include general office supplies, janitorial supplies, and telephone (e.g., cell phones, office land lines, and internet services necessary to manage the program). Equipment expenses include share of lease costs for copier/printers, postage machine and share of software usage costs. Mileage is limited to the amount allowed by IRS.
- (8) Indirect cost includes administrative cost not directly charged to the program including general administrative expenses, officers' and other supporting staff salaries, accounting, contract management, personnel department, legal fees, and general Information Technology support. Indirect costs shall not exceed the rate of ten percent (10%) de minimis. In the event the indirect cost rate is reduced, the reduction shall be afforded to ADMINISTRATOR and the budget amended

accordingly. CONTRACTOR shall provide notification to ADMINISTRATOR of any changes in the rate.

- 13.2 Expenses for extra pay, including but not limited to, overtime, stipends, bonuses, staff incentives, severance pay, etc. shall not be eligible for reimbursement under this Contract unless authorized in writing by ADMINISTRATOR. Such authorization shall be considered as an exception and may be approved, on a case-by-case basis, at the sole discretion of ADMINISTRATOR.
- 13.3 CONTRACTOR and ADMINISTRATOR may agree, subject to advance written notice, to add, delete or modify line items and/or amounts and/or the number and type of FTE positions without changing COUNTY's maximum funding obligation as stated in Subparagraph 20.1 of this Contract or reducing the level of service to be provided by CONTRACTOR. Further, in accordance with Subparagraph 42.4 of this Contract, in the event ADMINISTRATOR reduces the maximum funding obligation as stated in Subparagraph 20.1, CONTRACTOR and ADMINISTRATOR may mutually agree in writing to proportionately reduce the service goals as set forth in this Attachment. Failure to obtain advance written approval for any proposed Budget Modification Request may result in disallowance of reimbursement for those costs.
- 13.4 In the event one of the annual budgets shown in Subparagraph 13.1 of this Attachment A is modified, the modification shall remain in effect until the end of the specific fiscal period modified. For example, if the annual budget for the term of July 1, 2024, through June 30, 2025, is modified, the modification will be effective until June 30, 2025. Beginning July 1, 2025, the budget will revert to the budget included in Subparagraph 13.1 of this Attachment until it is modified, if applicable.

14. STAFFING REQUIREMENTS

- 14.1 CONTRACTOR shall be responsible for providing training and maintaining a competent, stable, and experienced workforce that has the required credentials to fulfill service requirements and as required by their selected HomVEE model. CONTRACTOR's staff shall be able to read, write, speak, and understand English.

If FAMILY/FAMILIES contact is required to obtain the required documentation or provide services, CONTRACTOR shall provide translation services for languages needed so that all FAMILIES are provided services in their primary language.

14.2 CONTRACTOR shall use a formal recruitment plan that accommodates at least one (1) HomVEE model and 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 identified in Paragraph 1 of this Attachment A. CONTRACTOR shall employ staff with the background, training, and experience to provide CalWORKs HVP services.

14.3 CONTRACTOR shall provide the following described staff position:

14.3.1 Program Officer

Duties

14.3.1.1 Responsible for oversight and compliance of HVP services provided under this Contract.

14.3.1.2 Provides management and leadership oversight for all data management; contractual compliance; reporting requirements; and outcome reports, to assess progress towards performance goals and outcomes under this Contract, or as otherwise required by ADMINISTRATOR.

14.3.1.3 Meets regularly with providers of HVP services provided pursuant to this Contract to provide staff development, oversight and guidance on protocols and procedures.

14.3.1.4 Identifies, troubleshoots, and develop and implement correction action plans to address any and all barriers to successful implementation.

14.3.1.5 Attends meetings as requested by ADMINISTRATOR and provides program updates to ADMINISTRATOR.

Minimum Qualifications

14.3.1.6 Bachelor's degree in human services, psychology, child and

adolescent development, social work, or related field from an accredited college/university.

15. TRAINING

15.1 CONTRACTOR shall participate in County trainings on CalWORKs, Medi-Cal, CalFresh, California Special Supplemental Nutrition Program for Women, Infants, and Children, and other programs, with county-specific information about how the home visiting professionals can help a FAMILY/FAMILIES access additional services for which the FAMILY/FAMILIES may be eligible and troubleshoot problems with benefits or eligibility that would impact the FAMILY/FAMILIES access to services.

15.2 The County reserves the right to approve training topics eligible for reimbursement under this Contract.

15.3 CONTRACTOR's staff shall attend SSA training, conferences, and meetings as required by SSA.

15.4 CONTRACTOR shall provide CONTRACTOR's staff with ongoing training and assistance to ensure that service deliverables are met. These training include, but not limited to, Motivational Interviewing, Trauma Informed Care, How to Support Victims of Domestic Violence and FAMILIES affected by Substance Abuse Disorder, Applied Suicide Intervention Skills Training, Family Planning Health Worker Certification, Human Trafficking, Victim Assistance, Child Abuse Mandated Reporter General, and National Family Support Competency Framework.

15.5 CONTRACTOR shall ensure that CONTRACTOR's staff receives cultural awareness and responsiveness training.

15.6 CONTRACTOR shall maintain a log of in-house training activities for CONTRACTOR's staff. This log shall be made available to SSA, upon request.

16. QUALITY ASSURANCE/QUALITY CONTROL

16.1 CONTRACTOR shall utilize a comprehensive Quality Control Plan, on a format approved by the SSA, 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 SSA approval when changes occur. The Quality Control Plan will include, but not be limited to, the following:

- 16.1.1 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;
 - 16.1.2 The method for assuring that the professional staff rendering services under this Contract has the necessary qualifications;
 - 16.1.3 The method of identifying and preventing deficiencies in the quality of service as defined by COUNTY policy; and
 - 16.1.4 The method for providing SSA with a copy of CONTRACTOR's case reviews, a clear description of, and corrective action taken and timeline of implementation, to resolve identified problems.
- 16.2 Quality Assurance will be coordinated with ADMINISTRATOR during regular meetings.

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

m. **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.

- n. **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
- h. **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 Telephone: (714) 834-4082

12. **COMPLIANCE WITH SSA (SOCIAL SECURITY ADMINISTRATION) AGREEMENT**

The County has agree 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.