



**FIRST AMENDMENT
TO CONTRACT MA-017-25010195
BETWEEN
COUNTY OF ORANGE
AND
HUB FOR INTEGRATION, REENTRY & EMPLOYMENT (HIRE)
FOR
WORKFORCE REENTRY SERVICES**

This First Amendment to Contract MA-017-25010195 (hereinafter referred to as "**First Amendment**") is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California ("**County**") and Hub for Integration, Reentry & Employment, a California nonprofit corporation ("**HIRE**" or "**Contractor**"), with County and Contractor sometimes individually referred to as "**Party**" or collectively referred to as "**Parties**".

Recitals

WHEREAS, the Parties entered into Contract MA-017-25010195 for Workforce Reentry Services, effective September 13, 2024, through September 12, 2027, in the not-to-exceed Amount of \$1,650,000, ("**Contract**"); and,

WHEREAS, the Parties now desire to enter into this First Amendment to update General Terms and Conditions; update and add new Additional Terms and Conditions, replace Attachment A; "Scope of Work" in its entirety for background, scope of work and other administrative updates; replace Attachment B, "Pricing and Compensation" in its entirety to increase the second and third-year Contract not to exceed amount from \$550,000 to \$800,000 annually, for a new Total Contract amount not to exceed of \$2,150,000, and to add terms and conditions regarding Fundraising, Consulting Services and Special Provisions; add Attachment C, "County Social Media Use Policy and Procedures"; add Attachment D, "OCIT's Basic Security Recommendations for County Vendors"; add Attachment E, "Business Associate Agreement"; and,

NOW THEREFORE, the Parties agree as follows:

1. General Terms and Conditions Section 8 is hereby deleted in its entirety and the following is substituted:

"8. Patent/Copyright/Trademarked Materials/Proprietary Infringement:

Contractor acknowledges County's exclusive rights to and ownership of the mark "Common Good" ("**Mark**") and further acknowledges that the Mark was created by, and is unique and original to, the County. Contractor shall not, at any time, dispute or contest, directly or indirectly, County's exclusive right and title to the Mark or the validity and enforceability thereof. Contractor acknowledges that the Mark is inherently distinctive or has acquired secondary meaning unique to the County. Contractor agrees that any use of the Mark and all goodwill generated by such use shall inure to the benefit of County and that Contractor shall

not, under any circumstances, acquire any rights in the Mark or receive or create any ownership rights to the Mark.

Contractor may use the County trademarked, or to be trademarked Mark, design, logo and/or words, or any variation of such, only with prior written approval by County solely for marketing, fundraising or other efforts related to the Workforce Reentry Center (which usage shall be reviewed and approved in advance by the County). Any other use of the Mark or any variations thereof by Contractor is strictly prohibited. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, trademark, copyright, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in the Insurance and Indemnification section, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all claims, including trademark or copyright claims, and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses including applicable attorney's fees."

2. General Terms and Conditions Section 9 is hereby deleted in its entirety and the following is substituted:

“9. Delegation, Assignment and Subcontracts:

The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators, assigns, and subcontractors of the Parties. Furthermore, neither the performance of this Contract nor any portion thereof may be delegated, assigned, or subcontracted by Contractor without the express written consent of County. Contractor shall provide written notification to County not less than sixty (60) calendar days prior to the effective date of any proposed delegation, assignment or subcontract. Any attempt by Contractor to delegate, assign, or subcontract the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.

Any change from a nonprofit corporation to any other corporate structure of Contractor, including a change in more than fifty percent (50%) of the composition of the Contractor's Board of Directors within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph. Contractor shall provide written notification within thirty (30) calendar days to County when there is change of less than fifty percent (50%) of Contractor's Board of Directors or any governing body of Contractor at one time. No subcontract shall terminate or alter the responsibilities of Contractor to County pursuant to this Contract. Contractor may not delegate, assign or subcontract the performance of this Contract nor any portion thereof to Medlin Workforce & Reentry Solutions, LLC, or other associated entities, without prior written review and approval of the County.

After approval of any subcontractor or assignee, County may revoke the approval upon five calendar (5) days' written notice to Contractor if the subcontractor or assignee subsequently fails to meet the requirements of this Contract or any provisions that County has required. County may disallow subcontractor expenses reported by Contractor."

3. General Terms and Conditions Section 16 is hereby deleted in its entirety and the following is substituted:

“16. Change of Ownership/Name, Litigation Status, Conflicts with County Interests:

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 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.

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

In addition, Contractor has the duty to notify County in writing of any change in Contractor’s status with respect to name changes that do not require an assignment of Contract. Contractor is also obligated to notify County in writing if Contractor becomes a party to any litigation against County, or a party to litigation that may reasonably affect Contractor’s performance under Contract, as well as 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 in Contractor’s name, conflict of interest or litigation status, Contractor must also provide an update to County of its status in these areas whenever requested by County.

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in financial conflicts of interest or a conflict with County interests. In addition to Contractor, this obligation shall apply to Contractor’s employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. 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.”

4. General Terms and Conditions Section 18 is hereby deleted in its entirety and the following is substituted:

“18. Confidentiality:

Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor’s staff, agents and employees.

Contractor agrees that persons served pursuant to this Contract may be participants on formal County probation, parole, and or from other County systems of care, and therefore it may be necessary for authorized County staff to audit program participants files, or to exchange information regarding specific program participants with County or other providers of related services contracting with County. Contractor acknowledges and agrees that it shall be responsible for obtaining written consents for the release of information from all persons served by Contractor pursuant to this Contract. Contractor and County agree to comply with the requirements of a Business Associate Agreement, attached hereto as Attachment E, related to security of Protected Health Information (PHI).”

5. General Terms and Conditions Section 19 is hereby deleted in its entirety and the following is substituted:

“19. Compliance with Laws:

Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor’s expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively “**laws**”), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of the Insurance and Indemnification section, Contractor agrees that it shall defend, indemnify and hold County and County Indemnitees harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.

Contractor, its officers, agents, employees, affiliates, and subcontractors shall, throughout the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations, waivers, and exemptions necessary for the provision of the services hereunder and required by laws.”

6. Additional Terms and Conditions Section 4 is hereby deleted in its entirety and the following is substituted:

“4. Adjustments – Scope of Work:

No adjustments made to the Scope of Work will be authorized without prior written approval of the County Project Manager.”

7. Additional Terms and Conditions Section 21 is hereby deleted in its entirety and the following is substituted:

“21. Notices:

Any and all notices, requests, demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned DPA, except through the course of the Parties’ Project Managers’ routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the Parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor:	Hub for Integration, Reentry & Employment (HIRE)
Attn:	Meghan Medlin
Address:	308 W Chapman Ave # 333 Orange, CA 92856
Phone:	714-784-7920 x101

Email:	mmedlin@hireoc.org
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County's Project Manager: County Finance Office	
Attn:	Kimberly Engelby
Address:	400 West Civic Center Drive Santa Ana, CA 92701
Phone:	(714) 834-3530
Email:	kimberly.engelby@ceo.oc.gov

cc: County of Orange/County Procurement Office	
Attn:	Luis Martinez, County DPA
Address:	400 West Civic Center Drive Santa Ana, CA 92701
Phone:	(714) 567-6545
Email:	luis.martinez@ceo.oc.gov

cc: County of Orange/CEO Real Estate	
Attn:	Chief Real Estate Officer
Address:	400 West Civic Center Drive, 5 th Floor Santa Ana, CA 92701
Phone:	714-834-6019
Email:	Thomas.Miller@ceo.oc.gov

”

8. Section 31 is hereby added to Additional Terms and Conditions as follows:

“31. Payment Card Compliance:

Should Contractor conduct credit/debit card transactions in conjunction with their business with the County, on behalf of the County, or as part of the business or services that they conduct or operate, Contractor covenants and warrants that it is currently Payment Card Industry Data Security Standard (“**PCI DSS**”) and Payment Application Data Security Standard (“**PA DSS**”) compliant and will remain compliant during the entire duration of this Contract. Contractor agrees to immediately notify County in the event Contractor should ever become non-compliant and will take all necessary steps to return to compliance and shall be compliant within ten (10) days of the commencement of any such interruption.”

9. Section 32 is hereby added to Additional Terms and Conditions as follows:

“32. Notification of Public Events/Meetings:

Contractor shall notify the County Project Manager of any public event or meeting funded in whole or in part by the County, or related to fundraising for the Workforce Reentry Center, except for those events or meetings that are intended solely to serve clients/program participants or occur in the normal course of business. Contractor shall notify the County Project Manager at least thirty (30) business days in advance of any applicable public event or meeting. The notification must include the date, time, duration, location and purpose of the public event or meeting. Any promotional materials or event related flyers must be approved by the County Project Manager prior to distribution.”

10. Section 33 is hereby added to Additional Terms and Conditions as follows:

“33. Literature, Advertisements/Marketing, Social Media:

The provisions of this Section 33 apply solely to written information, literature, advertisements, marketing, and social media activities of Contractor that are directly or indirectly related to the County, the Workforce Reentry Center, or the services described in this Contract. Activities, materials, communications, and social media use by Contractor that are unrelated to the County, the Workforce Reentry Center, or the services described in this Contract are not subject to the requirements of this Section 33. Any written information or literature, including educational, fundraising or promotional materials, distributed by Contractor to any person or organization for purposes directly or indirectly related to the County, Workforce Reentry Center, or the services described in this Contract, except educational or written materials (e.g. coursebooks), directly related to the core training programs and intended for use by or to serve program participants/clients, must be approved at least thirty (30) business days in advance and in writing by the County Project Manager before distribution. For the purposes of this Contract, distribution of written materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads, and electronic media such as the Internet. In addition, pursuant to Section 8, above, any use of the County trademarked, or to be trademarked Mark, design, logo and/or words, or any variation of such, shall also be approved in advance by the County Project Manager.

Any advertisement or marketing through radio, television broadcast, or the Internet, for educational or promotional purposes, except for advertisements or marketing to promote the Workforce Reentry Center’s retail offerings, made by Contractor for purposes directly or indirectly related to this Contract must be approved in advance at least thirty (30) business days and in writing by the County Project Manager. Contractor may administer an interactive project website, hosted and co-administered by the County, to promote construction of the Workforce Reentry Center.

If Contractor uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Contract, Contractor shall develop social media policies and procedures and have them available to the County Project Manager upon reasonable notice. Contractor shall inform the County Project Manager of all forms of social media used to either directly or indirectly support the County, the Workforce Reentry Center, or the services described in this Contract. Contractor shall comply with County Social Media Use Policy and Procedures, attached hereto as Attachment C, as they pertain to any social media or website administered in support of the services described within this Contract. Contractor shall also include any required funding statement information on social media when required by the County Project Manager.

Any information as described above in this section shall not imply endorsement by County, unless the County Project Manager consents thereto in writing.”

11. Section 34 is hereby added to Additional Terms and Conditions as follows:

“34. Debarment and Suspension Certification:

A. Contractor certifies that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded, or placed on any such lists, by any federal department or agency.
2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state, or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2. above.
4. Have not within a three-year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.
5. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the State of California.
6. Shall include without modification, the clause titled “Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction,” (i.e., transactions with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in accordance with 2 CFR Part 376.

B. The terms and definitions of this paragraph have the meanings set out in the Definitions and Coverage sections of the rules implementing 51 F.R. 6370.”

12. Section 35 is hereby added to Additional Terms and Conditions as follows:

“35. Networking and IT Responsibilities

County shall contract with an internet service provider to design, install, connect, and maintain Contractor’s private network at Manchester Office Building (MOB). County shall contract with an IT vendor to design, install, connect, and maintain Contractor’s private network at the Workforce Reentry Center. County shall be responsible for all costs under such contracts, including network design, hardware, hardware maintenance, installation, internet service, technical support and ongoing services. The internet service provider contracted by the County will provide technical support and ongoing services at MOB, while the County’s IT vendor will provide technical support and ongoing services at the Workforce Reentry Center.

Contractor shall call the County’s Central IT Service Desk, (844) 834-2449, for technical support and ongoing service requests, who will in turn open a service request with the internet service provider for

MOB, or with the County's IT vendor for the Workforce Reentry Center. Additionally, Contractor shall comply with OCIT's Basic Security Recommendations for County Vendors, attached hereto as Attachment D."

13. Attachment A, Scope of Work, shall be replaced in its entirety to the Contract to update background, scope of work, and other terms and conditions, and shall be attached thereto for reference.

14. Attachment B, Payment and Compensation, shall be replaced in its entirety to the Contract to amend Section 2.A. Fees and Charges, increase 2.B, and add Sections 10 and 11. Total Contract amount not to exceed to \$2,150,000 and shall be attached thereto for reference.

15. Attachment C, County Social Media Use Policy and Procedures, is hereby added to the Contract and shall be attached thereto for reference.

16. Attachment D, OCIT's Basic Security Recommendations for County Vendors, is hereby added to the Contract and shall be attached thereto for reference.

17. Attachment E, Business Associate Agreement, is hereby added to the Contract and shall be attached thereto for reference.

18. All other terms and conditions in this Contract shall remain unchanged and with full force and effect.

SIGNATURE PAGE


IN WITNESS WHEREOF, the Parties hereto have executed this First Amendment on the date following their respective signatures

Hub for Integration, Reentry & Employment (HIRE), a California nonprofit corporation

If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.

- The first corporate officer signature must be one of the following: 1) Chairman of the Board, 2) President, 3) Vice President; and
- The second corporate officer signature must be one of the following: 1) Secretary, 2) Assistant Secretary, 3) Chief Financial Officer, 4) Assistant Treasurer.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

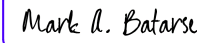
Meghan Medlin	Founder/CEO
_____	_____
Print Name	Title
Signed by: 	5/22/2026
_____ 751877B47F9A4ED...	_____
Signature	Date

COUNTY OF ORANGE, a political subdivision of the State of California

	<i>Deputy Procurement Agent</i>
_____	_____
Print Name	Title
_____	_____
Signature	Date

Approved as to form:

County Counsel

By:  _____
98A3886DE25A937...
Deputy

Name: Mark A. Batarse

Date: 5/26/2026

ATTACHMENT A
SCOPE OF WORK

- I. Background:** Beginning in 2019, the County of Orange has been implementing the OC Cares 2025 Vision, Justice through Prevention and Intervention. This initiative links the various systems of care, such as behavioral health, healthcare, housing, benefits & support services, and community correction, in the County of Orange to provide full care coordination and services for justice-involved individuals to successfully reenter society and work towards self-sufficiency. The 2025 Vision addresses prevention, the court process, in-custody services and programs, and reentry services for adult, juvenile, and Transitional Age Youth (“TAY”) populations ages 18-25 years old. Additional information on OC Cares is available on the website at www.ocgov.com/oc-cares/.

With the OC Cares initiative, a gap in the coordination of care was identified with regards to services and support to help individuals reintegrate back into the community and work towards self-sufficiency. At the time of implementation, resources consisted of an individual’s assigned probation officer or services and programs received while in custody, which served a fraction of justice-involved individuals cycling through the justice systems. The need for a coordinated reentry system was identified, outlined and incorporated into the 2025 Vision. The required elements included increased outreach and engagement with contracted providers making connections with individuals prior to release from custody; regional reentry centers that provide linkages and referrals to supportive services; Central Reentry Center with a housing component to ensure those released have a place to go, especially if waiting for space in a specific program; and a Workforce Reentry Center that will link training provided in custody to other training programs and assist with job skills, resume building, and job placement.

On August 12, 2025, the Board of Supervisors approved a Development Agreement for development of a Workforce Reentry Center which will include an on-site housing building, a retail/culinary training building, and a vocational building with a large training warehouse, multipurpose room, classrooms, and offices for operations and management. The Workforce Reentry Center is in the pre-construction and permitting phase and anticipated to be completed in FY 2027-28.

To address the immediate need for workforce reentry services and the impending growth anticipated with Workforce Reentry Center, an agreement has been established with Hub for Integration, Reentry & Employment (“HIRE”) to establish a workforce reentry program for the County of Orange that includes providing system navigation for TAY and adults returning from incarceration, linkages to community resources, assistance with employment readiness, job search, job placement and career advancement. The pilot program was implemented in August 2025 at the Regional Reentry Center at the Manchester Office Building (“MOB”) established by the County, which shall transition to the Workforce Reentry Center once the site is operational.

HIRE is a non-profit organization founded in 2020 to maximize the skills and opportunities for justice-involved youth and adults in Orange County through employment, mentorship, and community building. HIRE serves all ages and conviction types. This agreement will ensure staffing levels to meet the needs of the County and ultimately the Workforce Reentry Center.

- II. Summary:** Establish the County’s workforce reentry services program for justice-involved juveniles, TAY, and adults to be expanded to the dedicated Workforce Reentry Center being established and anticipated to open in FY 2027-28. Whereas juvenile services will be provided at the Reentry Success Center at MOB, the Workforce Reentry Center shall only serve justice-involved adults and TAY, or adults and TAY in need of services from other County systems of care.
- III. Scope of Work:** This Contract is for HIRE to maximize the skills and opportunities for system involved and formerly incarcerated youth and adults in Orange County through employment, mentorship, and community building through the following:
- Conduct assessments to determine the immediate health, social and job readiness needs of juveniles, TAY and adults seeking assistance reentering the workforce.
 - Implement case manager model to work with individuals to develop goals and action plans for the participants to keep them engaged and working toward self-sufficiency.
 - Provide system navigation for juveniles, TAY, and adults seeking linkages to community resources, assistance programs, and/or employment opportunities.
 - Coordinate and/or provide group sessions on select topics that are creating barriers to employment such as substance use or expungements.
 - Assist participants with skills and interest assessment to determine career options aligned with individuals’ skills, talent, and interest.
 - Provide comprehensive job readiness training and programming that includes resume writing, job search and application process, job interview skills, and basic life skills.
 - Coordinate trainings for job-specific skills, such as office administration, or other career paths with high interest and high demand in the workplace.
 - Develop partnerships with community employers, providers, community colleges and/or trade schools to help provide industry specific expertise, oversight, mentorship, training, certification and employment opportunities.
 - Hold routine educational meetings with participants and partners to ensure open communication.
 - Provide opportunities for participants and potential employers to network, such as hiring fairs, reentry events, or workshops.
 - Track, maintain, and report key data and metric elements identified to show the success of the programs and services provided.
 - Seek outside funding opportunities to support the growth, sustainability, and provision of reentry services provided by HIRE at both the Reentry Success Center at MOB and future Workforce Reentry Center.

- Assist in the creation of fundraising efforts and fundraise directly for the associated costs or other needs of the Workforce Reentry Center ensuring County is kept informed as applicable or required.
- Develop and implement an industry specific, post-custody, hands-on job training program(s) that provides successful program participants with a needed skillset, certification, resources and employment at the Reentry Success Center at MOB and/or Workforce Reentry Center, as applicable, and upon establishment and operational launch of the Workforce Reentry Center, potential opportunities within the Workforce Reentry Center on-site retail operations or elsewhere. The training program at the Workforce Reentry Center shall include a hospitality/culinary program, and may also include:
 - Office Administration
 - Marketing
 - Information Technology
 - Recruiting/Human Resources
 - Animal Behavior
 - Facilities/Maintenance
 - Retail/Customer Service Representative
 - Health/Wellness
 - Gardening/Landscaping
 - Entrepreneurship
 - General Supplemental Skills
 - Any other training programs subject to prior County approval
- When established, the Workforce Reentry Center retail center shall initially include the following offerings: fitness studio, pet grooming, and an open market with a grab-and-go bakery, bistro counter, and open market retail stalls. Retail offerings may be subject to change, but no changes to the retail offerings may be made without prior County approval. Final retail stall offerings in the open market shall be subject to prior County approval.
- Upon establishment of the Workforce Reentry Center, support outreach and community engagement efforts intended to generate local awareness and community participation related to workforce training and services offered at the site.
- Develop an Operational Program for the Workforce Reentry Center, subject to available funding, operational feasibility and prior County approval. Potential components may include:
 - Identification of Participants
 - Referrals/Linkages
 - Commercial Operations
 - Vocational/On-the-Job Training
 - Industries
 - Partners
 - Curriculum

- Educational Training
 - Job Placement
 - Wraparound Services
 - Transportation
 - Behavioral health services
 - Substance use disorder services
 - Counseling/therapy
 - Life skills
 - Medication/Healthcare
 - Housing coordination or partnerships
- Participate in design, planning, operational, and preconstruction meetings related to the Workforce Reentry Center, as reasonably requested and subject to available staffing and funding resources under this Contract.
 - Participate in discussions regarding future site operations and operational planning for the Workforce Reentry Center.
 - Collaborate with County regarding development of operational plans, scopes of work, workforce programming, and related planning efforts associated with the Workforce Reentry Center.
 - Participate in additional planning, coordination, or strategy meetings reasonably related to the services contemplated under this Contract.

IV. Equipment/Supplies: Unless otherwise specified in writing by County, “**Equipment**” is defined as all real or personal property of a relatively permanent nature with significant value, purchased in whole or in part by County, or which is donated to the County or Contractor for the Workforce Reentry Center, to assist in performing the services described in this Contract defined as having a useful life of one (1) year or longer. Contractor shall provide all other equipment, tools and supplies not provided by the County, donated to the County, or as specified herein. Name brand, if listed, is for equipment type and size reference. Determination of equality shall be at the sole discretion of County, and County reserves the right to request a sample for determining equality with the specified brand.

Equipment which costs \$5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and other taxes, and installation costs, or electronic equipment that costs less than \$600 are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to phones, tablets, audio/visual equipment, and computer equipment. The cost of Equipment purchased, in whole or in part, with funds paid pursuant to this Contract shall be depreciated according to GAAP.

Contractor shall obtain the County Project Manager’s written approval prior to purchase of any Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, Contractor shall forward to County Project Manager, copies of the purchase order, receipt, and other supporting documentation, which includes delivery date, unit price, tax, shipping and serial numbers.

Contractor shall request an applicable asset tag for said Equipment and shall include each purchased asset in an Equipment inventory.

Upon the County Project Manager's written approval, Contractor may expense to County the cost of the approved Equipment purchased by Contractor. To "expense," in relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is purchased. Title of expensed Equipment shall be vested with County.

Contractor shall maintain an inventory of all Equipment purchased in whole or in part with funds paid through this Contract, including date of purchase, purchase price, serial number, model and type of Equipment. Such inventory shall be available for review by the County Project Manager, and shall include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if any.

Contractor shall cooperate with the County Project Manager, in conducting periodic physical inventories of all Equipment. Upon demand by the County Project Manager, Contractor shall return any or all Equipment to County. Contractor must report any loss or theft of Equipment in accordance with the procedure approved by County Project Manager, and the Notices Paragraph of this Contract. In addition, Contractor must complete and submit to the County Project Manager, a notification form when items of Equipment are moved from one location to another or returned to County as surplus, except if Equipment is temporarily moved during the normal course of daily business. Unless this Contract is followed without interruption by another Contract between the Parties for substantially the same type and scope of services, at the termination of this Contract for any cause, Contractor shall return to County all Equipment purchased with funds paid through this Contract. Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance, and preservation of County Equipment.

- V. **Key Personnel:** Staff is pending startup funding and includes but not limited to: Intake & Operations Coordinator, Programs Manager or Director, Business Development Manager, Paid internships, Case Managers, and other appropriate staff as needed to conduct services ("**Key Personnel**"). Key Personnel positions will serve clients, develop programming and help with growth of the organization in anticipation of the opening of the Workforce Reentry Center. This addition of staff and services will also allow HIRE to fundraise for the Workforce Reentry Center on a more meaningful level to help support operations and programs for the Workforce Reentry Center. Contractor shall operate continuously throughout the term of this Contract with at least the minimum number and type of staff which meet applicable federal and state requirements, and which are necessary for the provision of the services hereunder, pursuant to a staffing list to be provided by Contractor to County for approval. Contractor shall notify the County Project Manager within seven (7) days of any changes in Key Personnel funded by this Contract. The Parties acknowledge that staffing structures, titles, assignments, and operational responsibilities may evolve during the term of this Contract based on organizational needs, program development, funding and service demand. Except as otherwise provided in Section VI below, nothing herein shall be interpreted to grant County authority over Contractor's internal staffing decisions, organizational structure, hiring practices, compensation practices, or personal management.

VI. Contractor Requirements:

At the request of the County, Contractor to provide documentation for but not limited to expenses/backup, progress reports, pictures, and reports.

On a regular basis, but no less than quarterly, Contractor shall provide status report including key programmatic metrics and data regarding the number of individuals served and types of services provided.

Conduct: Contractor personnel providing services under this Contract shall not be incompetent, disorderly, under the influence of alcohol or drugs, who fails or otherwise refuses to perform the work properly and acceptably or is otherwise objectionable. While performing services under this Contract, personnel consistently come into contact with the general public. Personnel must be respectful and courteous to the public at all times. County expressly retains the right to request any specific Contract personnel be precluded from providing services to County under this Contract. County is not required to provide any reason for requested removal of specified Contract personnel. Contractor shall effectuate removal of the requested Contractor personnel within three (3) business days.

VII. Performance Requirements:

Contractor shall be responsible for any damages sustained to any private and/or County equipment or facilities as a result of Contractor's operations. All damage will be repaired or replaced, at the option of County, at Contractor's expense within two (2) business days after notification of such damage by Project Manager. Exception: Urgent repairs as determined by County's Project Manager shall be completed immediately. Repairs and/or replacements will be equal to original in all aspects.

VIII. Operating Hours:

Regular Work Hours: shall be 8:30 A.M. – 5:00 P.M., Monday through Friday.

Overtime/Saturdays: As needed basis.

Sundays/Holidays: None. Contractor shall not operate at the County's MOB on the following County holidays:

New Year's Day	Labor Day
Martin Luther King Day	Native American Day
Lincoln's Birthday	Veterans' Day
Presidents' Day or Washington's Birthday	Thanksgiving Day and day after
Memorial Day	Thanksgiving
Independence Day	Christmas Day

Variations of these hours may be required to meet specific job requirements.

Contractor shall perform work in strict accordance with the work hours and workdays arranged with the County Project Manager.

Current operations will be conducted at the County's MOB located at 301 The City Drive S, Suite 1200, Orange, CA with continued hybrid operations, until the opening of the Workforce Reentry Center.

Mailing address:
308 W Chapman Ave #333
Orange, CA 92856

IX. General Conditions:

If or when Contractor does not provide service as specified, County may provide the services or Contract with others to provide the services and the amount payable under the Contract shall be reduced by the cost to County of labor, material, overhead, and administration for such corrective action. Such action does not constitute an acceptable alternative to performance of the work by Contractor.

ATTACHMENT B
PAYMENT AND COMPENSATION

1. Compensation:

This is a firm fixed fee Contract between County and Contractor for Workforce Reentry Services as set forth in Attachment A, "Scope of Work".

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles "Changes" and "Amendments" of County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

2. Fees and Charges:

A. County will pay the fees and charges in accordance with the provisions of this Contract. Payment shall be as follows:

Budget Item	Annual Budget
Salaries and Benefits	\$487,900
Stipends for Program Participants	50,000
Professional Services	91,000
Marketing/Communication	7,000
Office Expenses and Supplies	18,000
Program Expenses and Supplies	110,000
Client Supports	6,000
Staff Training	4,100
Indirect Costs	26,000
Total	\$800,000

Any shifts between budget line-item amounts to meet the program objectives require written approval from the County. Indirect costs are limited to 15% of the Modified Total Direct Costs, in accordance with the Uniform Guidance, 2CFR

B. Total Contract amount not to exceed: \$2,150,000.00

The Contract is for a three-year period with an Annual Budget of \$550,000 for year one and increased to \$800,000 annually effective year two and three, with two one-year renewals at the current annual amount per year.

Approval by the Board of Supervisors is required for all service contract contracts where for any year of the contract, the annual value to any one contractor exceeds \$200,000

Approval by the Board of Supervisors is required for all service contracts where the total contract value exceeds or is anticipated to exceed \$1,000,000 when all contract years are taken into consideration for multi-year contracts.

3. Price Increase/Decreases:

No price increases will be considered during the first year/term of the Contract. County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing to the County Project Manager is required for consideration of such adjustment. No retroactive price adjustments will be considered. County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of Contract. Adjustments, increasing Contractor's profit will not be allowed.

4. Firm Discount and Pricing Structure:

Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.

5. Contractor's Expense:

Contractor will be responsible for all costs related to photocopying, telephone communications, fax communications, and providing all devices connected to its private network ("**End Point Devices**"), unless certain End Point Devices are otherwise provided by the County as agreed to by the Parties, while on County sites (including MOB and the Workforce Reentry Center) during the performance of work and services under this Contract.

6. Payment Terms:

Upon approval of the contract, HIRE shall be advanced a lump sum of \$85,000. The vendor shall repay the advance in full by crediting against the invoices to be submitted in arrears for performance of services during the period of April through September 2025. Any remaining unpaid balance of the County's advance shall be repaid to the County by October 31, 2025.

All other invoices are to be submitted in arrears of services provided to the address specified below. Payment will be net thirty (30) days after receipt of an invoice in a format acceptable to the County of Orange. Invoices shall be verified and approved by the County and subject to routine processing requirements.

Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. Taxpayer ID Number:

Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.

8. Payment – Invoicing Instructions:

Payment – Invoicing Instructions: The Contractor will provide an invoice on the Contractor’s letterhead for goods delivered and/or services rendered. In the case of goods, the Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:

- a. Contractor’s name and address
- b. Contractor’s remittance address, if different from “A” above
- c. Contractor’s Taxpayer ID Number
- d. Name of County Agency/Department
- e. Delivery/Service address
- f. Contract MA-017-25010195
- g. Agency/Department’s Account Number
- h. Date of order
- i. Product/Service description, quantity, and prices
- j. Sales tax, if applicable
- k. Freight/Delivery Charges, if applicable
- l. Total

Invoices and support documentation are to be forwarded to:

County of Orange/County Procurement Office
 Attn: Accounts Payable
 400 W. Civic Center Drive, 5th Floor
 Santa Ana, CA 92701
 Email: CPOInvoices@ocgov.com

9. Payment (Electronic Funds Transfer (EFT)):

County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to The County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

10. Fundraising and Consulting Services

Any fundraising, or grants received, related to the Regional Reentry Center at MOB and/or the Workforce Reentry Center shall be based and utilized on Regional Reentry Center at MOB and/or the Workforce Reentry Center project (as the case may be) and funds, donations, or donations in-kind donor-restricted to the Regional Reentry Center at MOB and/or the Workforce Reentry Center project. Any fundraising campaign or donor outreach that references the Regional Reentry Center at MOB and/or the Workforce Reentry Center project shall solicit donations that are permanently and exclusively restricted, at the donor’s direction, to the Regional Reentry Center at MOB and/or the Workforce Reentry Center project. Fundraising campaigns related to the Regional Reentry Center at MOB and/or the Workforce Reentry Center shall not be utilized to fundraise for

Contractor or for the Contractor's sole benefit. Any funds, donations, or donations in-kind that are not used on the Regional Reentry Center at MOB and/or the Workforce Reentry Center project shall be returned to the donor or shall become the possession of the County. In addition, upon termination of this Contract, all funds, donations, or donations in-kind that were used on the Regional Reentry Center at MOB and/or the Workforce Reentry Center project shall revert to the County for the County's sole benefit. Any third-party consulting services provided to Contractor by County shall be for the benefit of the Regional Reentry Center at MOB and/or the Workforce Reentry Center project only, not the Contractor.

Contractor shall maintain accurate records of any and fundraising related to the Regional Reentry Center at MOB and/or the Workforce Reentry Center. On a quarterly basis, Contractor shall report to the County Project Manager records of any and all funds, donations, donations in-kind, or grants received.

11. Special Provisions

- A. Contractor shall **not** use the funds provided by means of this Contract for the following purposes:
- A. Making cash payments to intended recipients of services through this Contract, except for stipends for program participants as permitted pursuant to this Contract.
 - B. Lobbying any governmental agency or official. Contractor shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
 - C. Fundraising for Contractor or for the Contractor's sole benefit.
 - D. Purchase of gifts, meals, entertainment, awards, or other personal expenses for Contractor's staff, volunteers, interns, consultants, subcontractors, and members of the Contractor's Board of Directors or governing body.
 - E. Reimbursement of Contractor's members of the Contractor's Board of Directors or governing body for expenses or services.
 - F. Making personal loans to Contractor's staff, volunteers, interns, consultants, subcontractors, and members of the Contractor's Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to Contractor's staff.
 - G. Paying an individual salary or compensation for services at a rate in excess of the current Level I of the Executive Salary Schedule as published by the Federal Office of Personnel Management (OPM). The OPM Executive Salary Schedule may be found at www.opm.gov.
 - H. Severance pay for separating employees.
- B. Unless otherwise specified in advance and in writing by the County Project Manager, Contractor shall not use the funds provided by means of this Contract for the following purposes:
- A. Funding travel or training unrelated to services provided pursuant to this Contract. Program-related training, workforce development training, staff development,

certifications, conferences, mileage, parking and operational training necessary to support program delivery and contract performance shall be permitted.

- B. Payment for professional services unrelated to the administration, operation, sustainability, compliance, development, or delivery of services under this Contract. Reasonable costs associated with bookkeeping, accounting, auditing, consulting, program development, workforce development planning, grant writing, fundraising support, strategic planning, evaluation, technology support, compliance support, and other professional services necessary to support Contractor operations and services provided pursuant to this Contract shall be permitted in accordance with Contractor's approved budget and applicable funding requirements.
- C. Purchase of artwork or other items that are for decorative purposes unrelated to program operations or service delivery. This provision shall not prohibit reasonable furnishings, signage, displays, participant-created materials, or other items intended to create a professional, welcoming, trauma-informed, or program-supportive environment.
- D. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
- E. Providing inpatient hospital services or purchasing major medical equipment.
- F. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).



SOCIAL MEDIA USE

County of Orange
County Executive Office
Information Technology

**County Social Media
Use Policy and
Procedure**



County Executive Office

Information Technology Policy and Procedure

<p>Subject: County Social Media Use Policy</p>	<p>Number: SM-001</p>
<p>Approved By: Orange County Board of Supervisors on May 18, 2010</p>	<p>Effective: May 18, 2010 Last Revision: May 18, 2010 Revision No.: 1.0</p>

I. PURPOSE

The County of Orange has a business need to augment traditional communication methods with the use of social media channels. This need primarily stems from public demand and the rapid growth of social media (aka: Web 2.0) use by other local, state and federal government entities as an indication that social media can be used effectively to enhance constituent communications. The use of social media presents opportunity and risk to individual County agencies and departments, as well as the County as a whole. In general, the County supports the use of social media technology to enhance communication, collaboration and information exchange to meet business mission and goals.

This document establishes countywide social media use policies, protocols and procedures intended to mitigate associated risks from use of this technology where possible. Shall the County change its direction on social media use, this policy will be revised and agency/department social media activity shall be adjusted accordingly.

II. APPLICABILITY

This policy applies to all County of Orange employees and approved volunteers, consultants, service providers and contractors performing business on behalf of a County agency/department.

Agencies/Departments using social media technology prior to the implementation of the County’s Social Media Use Policy shall achieve full policy compliance within 90 days of the effective date of this document.



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III. RESPONSIBILITY

The County's Social Media Policy was approved by the County Board of Supervisors on May 18, 2010.

The County Executive Officer, or his designee, is responsible for facilitating the County's Social Media Policy in compliance with established Board rules and protocols. This includes responsibility to audit agency/department use of social media and enforce policy compliance.

Within the terms of this policy, Department Heads have authority to determine and establish social media activity at the agency/department program level.

IV. POLICY

1. Agency/Department use of social media technology shall conform to the policies, protocols and procedures contained, or referenced, herein.
2. An agency/department's decision to embrace social media shall be a risk-based business decision approved by the Department Head and supported by a strong business case that considers the agency/department's mission and goals, audience, legal risks, technical capabilities and potential benefits.
3. Access to social media networks from within the County's IT infrastructure is limited to individuals performing official County business and to agencies/departments with sufficient information and technology security controls.
4. Department Heads, or designees, are responsible for determining who is authorized to use social media on behalf of the agency/department, and for designating appropriate access levels.
5. Agencies/Departments shall only utilize County approved social media networks for hosting official County social media sites.
6. County agency/department social media sites shall be created and maintained in accordance with County social network usage standards and with identifiable characteristics of an official County site.



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7. Agencies/Departments are responsible for establishing and maintaining content posted to their social media sites and shall have measures in effect to prevent inappropriate or technically harmful information and links.
8. The same standards, principles and guidelines that apply to County of Orange employees in the performance of their assigned duties apply to employee social media technology use.
9. Agency/Department use of social media shall be documented and maintained in an easily accessible format that tracks account information and preserves items that may be considered a record subject to disclosure under the California's Public Records Act or required to be retained pursuant to the Government Code.
10. Agency/Department social media sites shall be monitored regularly and prompt corrective action shall be taken when an issue arises that places, or has potential to place, the County at risk.

V. PROCEDURES

Policy 1 County Social Media Technology Use

Agency/department use of social media technology shall conform to the policies, protocols and procedures contained, or referenced, herein.

- 1.1. Comply with all applicable federal, state, and county laws, regulations and policies including, but may not be limited to, copyright, records retention, California Public Records Act, First Amendment, privacy laws, employment related laws and County established Workforce, Information and Technology, eGovernment and Social Media usage policies.
- 1.2. Be familiar and carry-out social media activity in accordance with the County's Social Media Participation Guidelines, where applicable.
- 1.3. Establish and utilize social media in accordance with the County's Approved Social Media Networks and Usage Standards.



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Policy 2 Agency/Department Decision to Embrace Social Media

An agency/department's decision to embrace social media shall be a risk-based business decision approved by the Department Head and supported by a strong business case that considers the agency/department's mission and goals, audience, legal risks, technical capabilities and potential benefits. Agencies/Departments who choose to utilize social media shall:

- 2.1. Have a strong understanding of the risks associated with using social media in order to make an effective business decision.
- 2.2. Engage internal Agency/Department IT, Risk Management and County Counsel Representatives to assess the risks of utilizing a specific County approved social networking site in comparison with the business opportunities expected.
- 2.3. Establish a well thought out social media strategy.
- 2.4. Develop and maintain agency/department specific social media policies and procedures. HR shall be consulted to provide advisory on labor impacts.
- 2.5. Require authorized staff to complete social media security training.
- 2.6. Have security controls in place to protect County Information and Technology assets.
- 2.7. Designate a Social Media Coordinator responsible for overseeing the agency/department's social media activity and policy compliance.

Policy 3 Access to Social Media Networks

Access to social media networks from within the County's IT infrastructure is limited to individuals performing official County business and to agencies/departments with sufficient Information and Technology security controls.

- 3.1. County computers, laptops and mobile devices used to access social media sites shall have up-to-date software to protect against destructive technical incidents, including but may not be limited to, cyber, virus and spyware/adware attacks.



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- 3.2. CEO IT and Agency/Department IT shall make a diligent effort to provide authorized users access to social media networks from within agency/department work sites.
- 3.3. County hosted websites shall not contain automatic feeds to uncensored social media site content. Prior to approving content for display on County websites, agencies/departments shall have monitoring protocols in place to ensure content and links are appropriate and free from harmful technical attacks.

Policy 4 Authorized Use

Department Heads, or designees, are responsible for determining who is authorized to use social media on behalf of the agency/department, and for designating appropriate access levels.

- 4.1. Social media network access shall be limited only to those with a clear business purpose to use the forum.
- 4.2. Appropriate access levels include identifying what sites, or type of sites, the individual is approved to use, as well as defining capability: publish, edit, comment or view only.
- 4.3. Only Official Spokespersons, Public Information Officers and select individuals shall have permission to create, publish or comment on behalf of a County Agency/Department.
- 4.4. Authorized users shall be provided a copy of the County's social media policy and are required to acknowledge their understanding and acceptance via wet signature.

Policy 5 Approved Social Media Networks

Agencies/Departments shall only utilize County approved social media networks for hosting official County social media sites.

- 5.1. Social media networks under consideration will be reviewed and approved by the County Executive Office and CEO IT with consultation from County Counsel, HR and Risk Management when appropriate.



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- 5.2. For each approved social media network, usage standards will be developed to optimize government use of the site in correlation with the County's overall business mission and County Social Media Use Policy.
- 5.3. CEO IT is responsible for maintaining the list of approved social media networks and site related usage standards.
- 5.4. Social media networks on the approved list shall be reviewed bi-annually for changes to terms of use agreements and/or new/expired offerings.
- 5.5. An agency/department may request review and approval of additional social media networks as needed.

Policy 6 Official County Social Media Sites

County agency/department social media sites shall be created and maintained in accordance with County social network usage standards and with identifiable characteristics of an official County site.

- 6.1. Social media network usage standards are accessible from CEO IT
- 6.2. County social media network accounts shall be created using an official County email account, when possible.
- 6.3. Sites shall contain visible elements that identify them as an official County of Orange site. Among other items, this includes displaying official County seals, agency/department brands, contact information and a link to agency/department websites.
- 6.4. County social media sites shall display, or provide a link to, the County's social media disclaimer and any applicable eGovernment policies.

Policy 7 Site Content

Agencies/Departments are responsible for establishing and maintaining content posted to their social media sites and shall have measures in effect to prevent inappropriate or technically harmful information and links.

- 7.1. As is the case for County of Orange web sites, agencies/departments are responsible for the content and upkeep of their social media sites.

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- 7.2. County websites shall remain the primary and predominant source for Internet information.
- 7.3. Social media content shall fully comply with the County's eGovernment Appropriateness of Content Policy.
- 7.4. Information and comments shared through social media channels shall fully comply with agency/department Communications Policies and Procedures and shall not disclose confidential or proprietary information.
- 7.5. Sharing or posting content owned by others shall be performed in accordance with copyright, fair use and established laws pertaining to materials owned by others. This includes, but is not limited to, quotes, images, documents, links, etc.
- 7.6. Use of sites that are not Section 508 web accessible shall contain "simple" text links to identical material on a compliant website or other social media network.
- 7.7. Electronic information posted to a social media site by the County, or a member of the public, may be considered a record subject to California's Public Record Act.
- 7.8. It is not intended to use social media sites in a way that guarantees the right to protected free speech. Each agency/department is responsible for monitoring postings, and taking appropriate action when necessary, to protect general site visitors from inappropriate or technically harmful information and links.
- 7.9. Sites that allow public comment shall inform visitors of the intended purpose of the site and provide a clear statement of the discussion topic introduced for public comment so that the public is aware of the limited nature of the discussion and that inappropriate posts are subject to removal, including but not limited to the following types of postings regardless of format (text, video, images, links, documents, etc.):
 - 7.9.1. comments not topically related;
 - 7.9.2. profane language or content;

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- 7.9.3. content that promotes, fosters or perpetuates discrimination on the basis of race, creed, color, age, religion, gender, marital status, status with regards to public assistance, national origin, physical or mental disability or sexual orientation;
 - 7.9.4. sexual content or links to sexual content;
 - 7.9.5. solicitations of commerce;
 - 7.9.6. conduct or encouragement of illegal activity or political involvement;
 - 7.9.7. information that may tend to compromise the safety or security of the public or public systems;
 - 7.9.8. content that violates a legal ownership interest of any other party.
- 7.10. Agencies/Departments choosing to allow posts from the public on County social network sites, shall prominently display, or provide a link to, the County's eGovernment Comment Policy.
- 7.11. Agencies/Departments choosing to use public comments shall consult with County Counsel to develop agency- or department-specific disclaimers to meet the County's legal needs. County Counsel may also be consulted to determine whether to remove comments that violate this policy.
- 7.12. County Blogs shall be established with moderated controls, which at minimum require that blog post (comments) be approved prior to blog publishing.
- 7.12.1. Agencies/Departments that choose to use blogs shall designate a moderator whose responsibilities will include the review of any comments submitted as part of an online discussion.
 - 7.12.2. Comments or posts that do not comply with the County's eGovernment Comment Policy or Appropriateness of Content Policy shall not be approved for blog publishing.



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Policy 8 User Behavior

The same standards, principles and guidelines that apply to County of Orange employees in the performance of their assigned duties apply to employee social media technology use.

- 8.1. County workforce members authorized to use social media technology shall do so only within the scope defined by their respective agency/department per policy 4 of this document and in compliance with all County Workforce, eGovernment and IT policies, practices and use agreements.
- 8.2. It is strongly recommended that social media use be performed within the County's established Social Media Guidelines.
- 8.3. Authorized social network spokespersons participating in personal social networking discussions related to County business matters shall indicate that viewpoints are personal and may not reflect County opinion.
- 8.4. Authorized County social media users shall complete social media security training.
- 8.5. Workforce members performing County social media work beyond normal work hours shall receive pre-authorization from the agency/department.
- 8.6. Employees shall obey all laws, including but not limited to, the Hatch Act of 1939, when using social media.

Policy 9 Records Management

Agency/Department use of social media shall be documented and maintained in an easily accessible format that tracks account information and preserves items that may be considered a record subject to disclosure under the California's Public Records Act or required to be retained pursuant to the Government Code.

- 9.1. Agencies/Departments are responsible for the creation, administration and deactivation of social media accounts.
 - 9.1.1. Account password information shall only be shared with authorized staff that has been designated by the Department Head, or her/his designee, to fulfill the role of site account administrator.



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- 9.1.2. Passwords shall conform to County complex password requirements when permissible.
- 9.1.3. Account password shall promptly be reset when an employee is removed as an account administrator.
- 9.2. Agencies/Departments shall maintain a record of social media sites created for County use, including, but may not be limited to:
 - 9.2.1. A log file containing the name of the social media network, account id, password, registered email address, date established, authorizing representative and name of person who created account and agreed to the sites terms of use agreement and/or policy.
 - 9.2.2. A record of the sites usage agreement at the time the site was created and any updated versions.
 - 9.2.3. A list of authorized site content authors and editors.
- 9.3. Electronic information posted to a social media site by the County, or a member of the public if permitted, may be considered a record subject to California's Public Record Act.
 - 9.3.1. Any content maintained in a social media format that is related to County business, including a list of subscribers and County or public posted communication, may be a public record. Agencies/Departments shall have procedures in effect to preserve published social media content.
 - 9.3.2. The Agency/Department maintaining the site is responsible for responding completely and accurately to any public records request for public records on social media.
 - 9.3.3. Site content shall be maintained in accordance with its respective Records Retention Schedule and in accordance with County IT policies and procedures. If the content constitutes a public record, it must be disclosed to the public unless an exemption applies.



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- 9.3.4. Posts deemed technically harmful or inappropriate per policy 7 shall be promptly documented, saved pursuant to IT policies and procedures regarding record retention and removed.
- 9.4. Agencies/Departments shall maintain a record of signed social media policy acknowledgement forms for each authorized user.

Policy 10 Site Monitoring

Agency/Department social media sites shall be monitored regularly and prompt corrective action shall be taken when an issue arises that places, or has potential to place, the County at risk.

- 10.1. Agency/Department social media site administrators shall review site activity and content daily for exploitation or misuse.
- 10.2. Agency/Departments that allow the public to post comments, links or material directly onto their social media sites shall have an established process, including technical capability outside of the County's network, to verify that postings meet the rules established under policy 7 of this document. Posts deemed technically harmful or inappropriate shall be handled per procedure 9.3.4. Agencies/Departments choosing to use public comments shall consult with County Counsel to develop agency- or department-specific disclaimers to meet the County's legal needs. County Counsel may also be consulted to determine whether to remove comments that violate this policy.
- 10.3. Agencies/Departments shall be responsible for monitoring employee use of social media and social networking websites.
- 10.4. Perceived or known compromises to the County's internal network shall be promptly reported to CEO IT's Chief Security Officer.

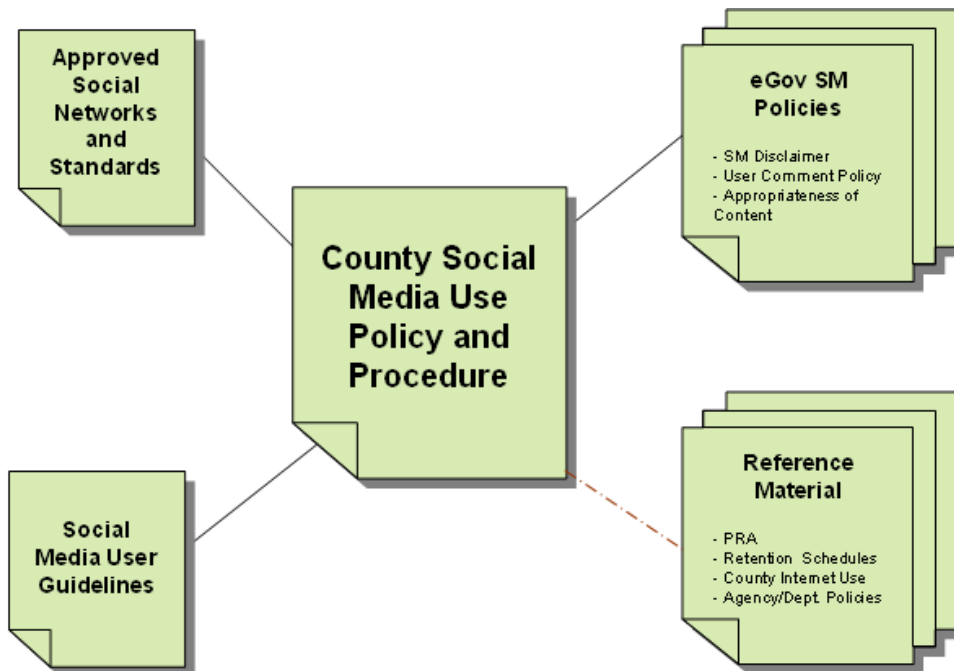


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VI. RELATED REFERENCES

1. County Approved Social Media Networks and Standards
2. County Social Media Participation Guidelines
3. County eGovernment Policies and Standards
4. County Internet and Data System Use Agreement
5. County Electronic Records Management Policy
6. County Legal Hold Policy
7. California Public Records Act
8. Agency/Department Public Information Policies and Procedures
9. Agency/Department Records Retention Policies and Schedules





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VII. DEFINITIONS

Social Media and Web 2.0 - The U.S. Government defines social media and Web 2.0 as umbrella terms that define the various activities that integrate technology, social interaction, and content creation. Through social media, individuals or collaborations of individuals can create web content, organize content, edit or comment on content, combine content, and share content. Social media and Web 2.0 uses many technologies and forms, including RSS and other syndicated web feeds, blogs, wikis, photo-sharing, video-sharing, podcast, social bookmarking, mashups, widgets, virtual worlds, micro-blogs, and more. Not all forms of social media may be appropriate for use by County agencies and departments.

Official County Email Account – Email account provided by an agency/department mail system or approved external mailbox that is used for official County business.

Approved County Social Networking Site – Refers to social networks that the County Executive Office has assessed and approved for use by County Agencies and Departments.

Moderated Blog – The practice of approving blog contributor content (often referred to as user post or comments) prior to the content being displayed to blog visitors.

Agency/Department Designated Blog Moderator – A County of Orange workforce member assigned to monitor and manage the stream of user contributions and interactions with an online County blog. In general, the blog moderator's responsibility is to promote the quality and effectiveness of the blog and to insure that blog content, including user post, is in compliance with County policy.

Post - A user submitted message that may include comments and/or one or more links to online information including but may not be limited to websites, video, images, documents, computer applications, etc.



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Revision History:

<i>Revision No.</i>	<i>Revision Date</i>	<i>Author</i>	<i>Description</i>
v1.0	3/30/2010	CEO-IT	Document originated



Basic Security Recommendations for County Vendors

For County vendors with no access to County systems, network, or data

These recommendations outline basic cybersecurity hygiene for small business vendors who provide products or services to the County but do not have access to County networks, data, or other digital assets. If this situation changes—such as the vendor gaining direct or remote network access or receiving County data—the County of Orange Security Guidelines will then apply and must be followed.

Device & System Security

- Keep all computers, laptops, phones, and tablets updated with security patches.
- Use antivirus or built-in security tools.
- Enable automatic updates.
- Use supported operating systems.

Account & Password Practices

- Use strong, unique passwords.
- Do not share passwords.
- Enable multifactor authentication where available.

Email & Internet Safety

- Use reputable email services with spam/phishing protection.
- Train staff to recognize phishing attempts.
- Avoid downloading from untrusted sources.

Physical Security

- Lock screens and secure devices when not in use.
- Store equipment and documents safely.
- Do not leave devices unattended in public.

Incident Reporting

- Notify County contact if a cyber incident disrupts service.
- Take reasonable steps to contain and resolve issues.

Third-Party Services

- Use reputable IT or cloud service providers.
- Follow recommended security settings.
- Ensure providers keep systems updated.

No Unauthorized County Access

- Do not access County networks or systems.
- Do not request County credentials or remote access.

Recommended Practices

- Back up critical business data.
- Use device or router firewalls.
- Use password managers.
- Provide annual cybersecurity training.
- Disable access for departing employees.

ATTACHMENT E**BUSINESS ASSOCIATE AGREEMENT****GENERAL PROVISIONS AND RECITALS**

- A. The Parties agree that the terms used, but not otherwise defined below in the section titled "DEFINITIONS," shall have the same meaning given to such terms under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services (DHHS) ("the HIPAA regulations") (45 CFR Parts 160, 162 and 164) as they may exist now or be hereafter amended.
- B. The Parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the Contractor and County arises to the extent that Contractor performs, or delegates to subcontractors to perform, functions or activities on behalf of County pursuant to, and as set forth in, the Contract that are described in the definition of "Business Associate" in 45 CFR § 160.103.
- C. The County wishes to disclose to Contractor certain information pursuant to the terms of the Contract, some of which may constitute Protected Health Information ("PHI"), as defined below in the section titled "DEFINITIONS," Subparagraph titled "Protected Health Information" or "PHI," to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Contract.
- D. The Parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Contract in compliance with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH Act, and the HIPAA regulations as they may exist now or be hereafter amended.
- E. The Parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.
- F. The Parties understand that the HIPAA Privacy and Security rules, as defined below in the section titled "DEFINITIONS," Subparagraphs titled "The HIPAA Privacy Rule" and "The HIPAA Security Rule," apply to the Contractor in the same manner as they apply to a covered entity (County). Contractor agrees therefore to be in compliance at all times with the terms of this Business Associate Agreement and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Contract.

DEFINITIONS

- A. “Administrative Safeguards” are administrative actions, and policies and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic PHI and to manage the conduct of Contractor’s workforce in relation to the protection of that information.
- B. “Breach” means the acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.
1. Breach excludes:
 - a. Any unintentional acquisition, access, or use of PHI by a workforce member or person acting under the authority of Contractor or County, if such acquisition, access, or use was made in good faith and within the scope of authority and does not result in further use or disclosure in a manner not permitted under the Privacy Rule.
 - b. Any inadvertent disclosure by a person who is authorized to access PHI at Contractor to another person authorized to access PHI at the Contractor, or organized health care arrangement in which County participates, and the information received as a result of such disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.
 - c. A disclosure of PHI where Contractor or County has a good faith belief that an unauthorized person to whom the disclosure was made would not reasonably have been able to retain such information.
 2. Except as provided in paragraph (a) of this definition, an acquisition, access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy Rule is presumed to be a breach unless Contractor demonstrates that there is a low probability that the PHI has been compromised based on a risk assessment of at least the following factors:
 - a. The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;
 - b. The unauthorized person who used the PHI or to whom the disclosure was made;
 - c. Whether the PHI was actually acquired or viewed; and
 - d. The extent to which the risk to the PHI has been mitigated.
- C. “Data Aggregation” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.
- D. “Designated Record Set” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.
- E. “Disclosure” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

- F. “Health Care Operations” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.
- G. “Individual” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- H. “Physical Safeguards” are physical measures, policies, and procedures to protect Contractor’s electronic information systems and related buildings and equipment, from natural and environmental hazards, and unauthorized intrusion.
- I. “The HIPAA Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- J. “Protected Health Information” or “PHI” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.
- K. “Required by Law” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.103.
- L. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- M. “Security Incident” means attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system. “Security incident” does not include trivial incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful attempts to penetrate computer networks or servers maintained by Contractor.
- N. “The HIPAA Security Rule” shall mean the Security Standards for the Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.
- O. “Subcontractor” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.
- P. “Technical safeguards” means the technology and the policy and procedures for its use that protect electronic PHI and control access to it.
- Q. “Unsecured PHI” or “PHI that is unsecured” means PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site - <https://www.hhs.gov/hipaa/for-professionals/breach-notification/guidance/index.html>
- R. “Use” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

- A. Contractor agrees not to use or further disclose PHI County discloses to Contractor other than as permitted or required by this Business Associate Agreement or as required by law.

- B. Contractor agrees to use appropriate safeguards, as provided for in this Business Associate Agreement and the Contract, to prevent use or disclosure of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County other than as provided for by this Business Associate Agreement.
- C. Contractor agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR Part 164 with respect to electronic PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County.
- D. Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a Use or Disclosure of PHI by Contractor in violation of the requirements of this Business Associate Agreement.
- E. Contractor agrees to report to County promptly any Use or Disclosure of PHI not provided for by this Business Associate Agreement of which Contractor becomes aware. Contractor must report Breaches of Unsecured PHI in accordance with the section titled "BREACH DISCOVERY AND NOTIFICATION" below and as required by 45 CFR § 164.410.
- F. Contractor agrees to ensure that any Subcontractors that create, receive, maintain, or transmit PHI on behalf of Contractor agree to the same restrictions and conditions that apply through this Business Associate Agreement to Contractor with respect to such information.
- G. Contractor agrees to provide access, within fifteen (15) calendar days of receipt of a written request by County, to PHI in a Designated Record Set, to County or, as directed by County, to an Individual in order to meet the requirements under 45 CFR § 164.524.
- H. Contractor agrees to make any amendment(s) to PHI in a Designated Record Set that County directs or agrees to pursuant to 45 CFR § 164.526 at the request of County or an Individual, within thirty (30) calendar days of receipt of said request by County. Contractor agrees to notify County in writing no later than ten (10) calendar days after said amendment is completed.
- I. Contractor agrees to make internal practices, books, and records, including policies and procedures, relating to the use and disclosure of PHI received from, or created or received by Contractor on behalf of, County available to County and the Secretary in a time and manner as determined by County or as designated by the Secretary for purposes of the Secretary determining County's compliance with the HIPAA Privacy Rule.
- J. Contractor agrees to document any Disclosures of PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County, and to make information related to such Disclosures available as would be required for County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.
- K. Contractor agrees to provide County or an Individual, as directed by County, in a time and manner to be determined by County, that information collected in accordance with the Contract, in order to permit County to respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR § 164.528.

- L. Contractor agrees that to the extent Contractor carries out County's obligation under the HIPAA Privacy and/or Security rules Contractor will comply with the requirements of 45 CFR Part 164 that apply to County in the performance of such obligation.
- M. Contractor shall work with County upon notification by Contractor to County of a Breach to properly determine if any Breach exclusions exist as defined in the section titled "DEFINITIONS," Subparagraph titled "Breach excludes" above.

SECURITY RULE

- A. Contractor shall comply with the requirements of 45 CFR § 164.306 and establish and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR § 164.308, § 164.310, § 164.312, and § 164.316 with respect to electronic PHI County discloses to Contractor or Contractor creates, receives, maintains, or transmits on behalf of County. Contractor shall follow generally accepted system security principles and the requirements of the HIPAA Security Rule pertaining to the security of electronic PHI.
- B. Contractor shall ensure that any subcontractors that create, receive, maintain, or transmit electronic PHI on behalf of Contractor agree through a contract with Contractor to the same restrictions and requirements contained in this section of this Business Associate Agreement.
- C. Contractor shall report to County promptly any Security Incident of which it becomes aware. Contractor shall report Breaches of Unsecured PHI in accordance with the section titled "BREACH DISCOVERY AND NOTIFICATION" below and as required by 45 CFR § 164.410.

BREACH DISCOVERY AND NOTIFICATION

- A. Following the discovery of a Breach of Unsecured PHI , Contractor shall notify County of such Breach, however both Parties agree to a delay in the notification if so advised by a law enforcement official pursuant to 45 CFR § 164.412.
 - 1. A Breach shall be treated as discovered by Contractor as of the first day on which such Breach is known to Contractor or, by exercising reasonable diligence, would have been known to Contractor.
 - 2. Contractor shall be deemed to have knowledge of a Breach, if the Breach is known, or by exercising reasonable diligence would have known, to any person who is an employee, officer, or other agent of Contractor, as determined by federal common law of agency.
- B. Contractor shall provide the notification of the Breach promptly to the County Privacy Officer listed below. Contractor's notification may be oral, but shall be followed by written notification within 24 hours of the oral notification.

Andrew Alipanah, MBA, CISSP
Chief Information Security Officer
721 S. Parker Street
Suite 200

Orange, CA 92868
(714) 567-7611
Andrew.Alipanah@ocit.ocgov.com

Linda Le, CHPC, CHC, CHP
County Privacy Officer
721 S. Parker Street
Suite 200
Orange, CA 92868
(714) 834-4082
Linda.Le@ocit.ocgov.com

- C. Contractor's notification shall include, to the extent possible:
1. The identification of each Individual whose Unsecured PHI has been, or is reasonably believed by Contractor to have been, accessed, acquired, used, or disclosed during the Breach;
 2. Any other information that County is required to include in the notification to Individual under 45 CFR §164.404 (c) at the time Contractor is required to notify County or promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period set forth in 45 CFR §164.410 (b) has elapsed, including:
 - a. A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;
 - b. A description of the types of Unsecured PHI that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - c. Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;
 - d. A brief description of what Contractor is doing to investigate the Breach, to mitigate harm to Individuals, and to protect against any future Breaches; and
 - e. Contact procedures for Individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- D. County may require Contractor to provide notice to the Individual as required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the County.
- E. In the event that Contractor is responsible for a Breach of Unsecured PHI in violation of the HIPAA Privacy Rule, Contractor shall have the burden of demonstrating that Contractor made all notifications to County consistent with this section and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure of PHI did not constitute a Breach.
- F. Contractor shall maintain documentation of all required notifications of a Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

- G. Contractor shall provide to County all specific and pertinent information about the Breach, including the information listed in Section C.3.b.(a)-(e) above of the "BREACH DISCOVERY AND NOTIFICATION", if not yet provided, to permit County to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after Contractor's initial report of the Breach to County pursuant to Subparagraph "B" above.
- H. Contractor shall continue to provide all additional pertinent information about the Breach to County as it may become available, in reporting increments of five (5) business days after the last report to County. Contractor shall also respond in good faith to any reasonable requests for further information, or follow-up information after report to County, when such request is made by County.
- I. Contractor shall bear all expense or other costs associated with the Breach and shall reimburse County for all expenses County incurs in addressing the Breach and consequences thereof, including costs of investigation, notification, remediation, documentation or other costs associated with addressing the Breach.

PERMITTED USES AND DISCLOSURES BY CONTRACTOR

- A. Contractor may use or further disclose PHI County discloses to Contractor as necessary to perform functions, activities, or services for, or on behalf of, County as specified in the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by County except for the specific Uses and Disclosures set forth below.
 - 1. Contractor may use PHI County discloses to Contractor, if necessary, for the proper management and administration of Contractor.
 - 2. Contractor may disclose PHI County discloses to Contractor for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, if:
 - a. The Disclosure is required by law; or
 - b. Contractor obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person and the person immediately notifies Contractor of any instance of which it is aware in which the confidentiality of the information has been breached.
 - 3. Contractor may use or further disclose PHI County discloses to Contractor to provide Data Aggregation services relating to the Health Care Operations of Contractor.
- B. Contractor may use PHI County discloses to Contractor, if necessary, to carry out legal responsibilities of Contractor.
- C. Contractor may use and disclose PHI County discloses to Contractor consistent with the minimum necessary policies and procedures of County.
- D. Contractor may use or disclose PHI County discloses to Contractor as required by law.

OBLIGATIONS OF COUNTY

- A. County shall notify Contractor of any limitation(s) in County's notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Contractor's Use or Disclosure of PHI.
- B. County shall notify Contractor of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect Contractor's Use or Disclosure of PHI.
- C. County shall notify Contractor of any restriction to the Use or Disclosure of PHI that County has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Contractor's Use or Disclosure of PHI.
- D. County shall not request Contractor to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by County.

BUSINESS ASSOCIATE TERMINATION

- A. Upon County's knowledge of a material breach or violation by Contractor of the requirements of this Business Associate Agreement, County shall:
 - 1. Provide an opportunity for Contractor to cure the material breach or end the violation within thirty (30) business days; or
 - 2. Immediately terminate the Contract if Contractor is unwilling or unable to cure the material breach or end the violation within (30) days, provided termination of the Contract is feasible.
- B. Upon termination of the Contract, Contractor shall either destroy or return to County all PHI Contractor received from County or Contractor created, maintained, or received on behalf of County in conformity with the HIPAA Privacy Rule.
 - 1. This provision shall apply to all PHI that is in the possession of Subcontractors or agents of Contractor.
 - 2. Contractor shall retain no copies of the PHI.
 - 3. In the event that Contractor determines that returning or destroying the PHI is not feasible, Contractor shall provide to County notification of the conditions that make return or destruction infeasible. Upon determination by County that return or destruction of PHI is infeasible, Contractor shall extend the protections of this Business Associate Agreement to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as Contractor maintains such PHI.
- C. The obligations of this Business Associate Agreement shall survive the termination of the Contract.