

CAI

Pennsylvania Children and Youth Administrators, Inc.

Professional
Consultancy Services

Submission Date:

May 2, 2022





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Executive Summary

This Statement of Work (SOW) identifies the professional consultancy services that will be provided to Pennsylvania Children and Youth Administrators, Inc. Specifically, CAI will provide programmatic and technical consultancy services to support the 56 counties that utilize the Child Profile and Accounting System (CAPS) hosted by Avanco.

About CAI

CAI is a \$1 billion professional services firm specializing in consulting services and technology transformation. The CAI Health & Human Services team works with organizations to provide strategic planning services, implementation services, and research and policy assistance to help organizations improve the lives of others through the execution of your strategic mission and vision. We support these business partner organizations with a compassionate culture of service founded on several guiding principles:

- **People-centric** – At our heart, we are a people business. We work with others to deliver successful initiatives that help organizations move forward in supporting others.
- **Service-first** – We live to serve. We work with our partners to deliver services to help those most in need.
- **Stewardship** – Respect and recognition that we are stewards of organizational funds and resources that affect lives.
- **Communication** – We leverage our marketing expertise to help our partners, their staff, and external stakeholders deliver the right results the first time.
- **Collaboration** – We are a team. We work together with our partners and their business partners. Together, we change lives.



CAI is not only invested in our projects, but in our communities as well. CAI believes in giving back to the communities where our employees live and work. Through our CAI Cares initiative, we have donated \$44 million over the past 10 years supporting over 170 philanthropy organizations annually. CAI currently supports 14 Education Partners (8 schools and 6 community-based organizations), including our CAI Learning Academy, a private elementary school for low income families, sponsoring students in grades K-5.

CAI Neurodiverse Solutions helps private and public organizations drive value, improve productivity, and enhance the customer experience by realizing the benefits of neurodiversity. In addition, we help to provide career foundation and advancement opportunities for neurodivergent individuals.

Our unique employment model is designed to bring the untapped neurodiverse talent pool into your workforce.



CAI manages not only the recruiting, selection, and training of team members, but also the cultural integration, on-the-job supervision, skill development, and ongoing performance management.

Services Overview and Approach

Upon contract execution, CAI will engage with Pennsylvania Children and Youth Administrators, Inc (PCYA) to provide programmatic and technical consultancy services to support the 56 County Children and Youth Agencies that utilize CAPS for agency case and fiscal management.

Description of Services

County Children and Youth Agencies are responsible for the investigation and assessment of reports of child abuse and neglect and the provision of services to children and families. This includes services to keep children safely in their own homes and out-of-home care when necessary to protect children. These services are provided directly by county agency staff, through purchase of service agreements or through other community based providers.

For these professional consulting services, CAI will utilize a team of qualified staff matching staff expertise with the tasks to be performed. This team will be comprised of human service subject matter experts with a blend of staff who have information technology and project management knowledge. A central point of contact will be identified to serve as the liaison between CAI, PCYA and the CAPS Governance Board. The CAI liaison will coordinate the completion of agreed about tasks and deliverables by the appropriate CAI associates within specified timeframes.

Assumptions and Responsibilities

Assumptions

- It is anticipated that an average of 10 hours per week of consultancy services will be provided over the duration of this contract.
- Consulting services will primarily be provided remotely and in-person as necessary.
- CAI Associates will follow all statutory and regulatory confidentiality requirements.
 - Services will be provided during normal business hours (9 AM - 5 PM Eastern Time) during the normal weekdays (Monday through Friday).

CAI Responsibilities

1. CAI will identify an associate to serve as the single point and liaison to PCYA.
2. CAI Associates will be assigned to completion of tasks based upon knowledge and expertise specific to each deliverable.
3. CAI Associates will work with the PCYA and the CAPS Governance Board to:
 - a. Provide support and technical assistance to the CAPS Governance Board.
 - b. Review, define, and support oversight and monitoring of service level agreements included with contracts between counties and CAPS hosting provider, Avanco.



- c. Review and suggest revisions to Avanco developed proposals to support compliance with federal, state and local technology, software and security requirements.
 - d. Review Avanco developed proposals to ensure costs are consistent with industry standards.
 - e. Review, define, and monitor timely resolution of help desk tickets.
 - f. Review detailed business requirements documentation and conduct an analysis to identify gaps and ensure consistency with desired change.
 - g. Collaborate with Avanco in the development of a traceability document and test case scenarios for system upgrades and enhancements.
 - h. Review and plan execution of test scripts in coordination with PCYA and CAPS to determine estimated hours for additional support.
 - i. Review Avanco work orders tasks to ensure requirements are met.
 - j. Attend Quarterly CAPS Governance Board meetings and PCYA Board meetings as requested.
 - k. Maintain and update electronic distribution list and distribute information to members.
 - l. Participate in monthly and bi-weekly meetings with Avanco, prepare and distribute meeting minutes and monitor completion of identify action items.
 - m. Review and recommend revisions to CAPS related Advance Planning Document Updates.
 - n. Prepare a monthly report detailing tasks and work completed.
4. Changes in hours or scope will be mutually agreed to between CAI, PCYA and the CAPS Governance Board.

Client Responsibilities

1. PCYA and the CAPS Governance Board will be available to define the initial scope of services and timelines.
2. PCYA and the CAPS Governance Board work with CAI to schedule meetings as necessary to support SOW execution.
3. PCYA and the CAPS Governance Board will work with CAI to resolve any missing clarity within the Avanco contract, including but not limited to Service Level Agreements, help desk resolution timeframes, and scope clarifications.
4. PCYA will assist in gathering documentation to support execution of SOW.
5. PCYA agrees to reimburse travel costs consistent with General Service Administration reimbursement rates.
6. Changes in hours or scope will be mutually agreed upon between CAI, PCYA and the CAPS Governance Board.
7. Upon request, PCYA agrees to request approval from the PCYA Board to be a reference for the CAI in the areas of professional consulting for a period of five (5) years.



Pricing

It is anticipated that the SOW effective dates will be May 16, 2022 through June 30, 2022 for the contract and July 1, 2022 through June 30, 2023 for the second contract to be in alignment with the fiscal year. The SOW will be a Fixed Price engagement.

SERVICES	PRICE PROPOSAL
<ul style="list-style-type: none"> • Professional Consultancy Services <ul style="list-style-type: none"> ○ May 16, 2022 – June 30, 2022 ○ July 1, 2022 – June 30, 2023 	<ul style="list-style-type: none"> \$ 3,500.00 \$ 42,000.00
<ul style="list-style-type: none"> • Travel 	Reimbursed per actual cost in alignment with county policies

Pricing Assumptions

- The pricing will expire if the SOW is not executed within (30) thirty days of receipt.
- Travel costs will be reimbursed consistent with General Services Administration rates.

Change Control

Any changes in Scope of Services or Assumptions in connection with this SOW will be documented in a change order, see [Appendix A Change Control](#), signed by CAI and PCYA prior to the start of any such services.



Signature

This Statement of Work, effective date May 16, 2022 for CAI to provide PCYA with services as described above Statement of Work and Pricing sections, is hereby submitted for approval. Work on this SOW will begin within one week of signature by both parties on the Notice to Proceed for this SOW.

The parties acknowledge that they have read this document, understand it, and agree in principle to be bound by its terms and conditions. Further, the parties agree that this document, and the terms and conditions contained in the SOW represent the final binding agreement between CAI and PCYA.

This Notice to Proceed will serve as acceptance of this SOW, as set forth in this document, and will represent the definitive terms and conditions of the agreement between the parties.

The content and terms outlined in this SOW are valid through June 30, 2023. If not executed by both parties on or prior to this date, this SOW is deemed to be invalid, and CAI may reevaluate the content and terms before providing a new SOW for consideration.

Pennsylvania Children and Youth Administrators, Inc.	Computer Aid, Inc. (CAI)
<p>DocuSigned by: <i>Brian Bornman</i></p> <p>61B1C9F3C83847D...</p>	<p>DocuSigned by: <i>Abraham Hunter</i></p> <p>ED200A58D66B4AE...</p>
By	By
Brian Bornman, Esq.	D. Abraham Hunter
Name	Name
Executive Director	Executive Vice President
Title	Title
5/17/2022	5/13/2022
Date	Date



Appendix A Change Control Form

Any changes to the scope defined in this SOW will be addressed through a Change Request (“CR”), which will be agreed to in writing by both parties. If an alteration to the Services provided in this SOW is identified by either Party; it shall be brought to the attention of the other Party’s management by completing and submitting a Change Request Form. If any such change causes an increase or decrease in the cost or time required for performance of the work, the price and/or delivery schedule shall be equitably adjusted and identified within the Change Request Form. If both Parties mutually agree to implement the change in scope, the Change Request Form will be incorporated into the SOW as an addendum when signed by authorized representatives of both parties.

Change Request Form

This Change Request, when executed by both parties, will serve as an amendment to the Statement of Work entered into by the parties on the ____ day of ____, and shall be effective as of the date (“Date”) last signed below the change authorization signatures.

Change Order Form			
Submitted By:		Change Order ID:	
Change Order Name:		Priority (Indicate with an X)	
Project Area:		High <input type="checkbox"/>	Medium <input type="checkbox"/>
Identified By:		Assigned To:	Date Submitted:
Description of Proposed Change:			
Reason for Proposed Change (Benefits):			
Project Impact (Time, Cost, etc.):			
Signoff	Signatures		
	<p><u>PYCA</u></p> <p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>		
<p><u>Computer Aid, Inc. (CAI)</u></p> <p>By: _____</p> <p>Printed Name: _____</p> <p>Title: _____</p> <p>Date: _____</p>			



Appendix B Terms and Conditions

THIS AGREEMENT effective 16th day of May, 2022, by and between The Pennsylvania Children and Youth Administrators having an address of PO Box 60769, Harrisburg, PA 17106-0769 (hereinafter PCYA) and Computer Aid, Inc, (CAI) with corporate Headquarters at 1390 Ridgeview Drive, Allentown, PA 18104 (hereinafter “Contractor”).

1. This agreement shall be deemed effective consistent with the Statement of Work (SOW), and the Data Privacy and Security Addendum both attached hereto.

2. Compensation:

CAI will generate an invoice within our system for each period of approved time. Invoices will be dated the first of subsequent month and will be paid thirty (30) days from the date of the invoice or terms of a SOW. If time is approved in a subsequent month, the related invoice will be dated the first of the next calendar month. Delay in the submission and/or approval of time will result in a delay in payment. PCYA agrees to pay CAI the rates set forth in the SOW for all PCYA-approved and paid billable hours for Services rendered by CAI during the term of this Agreement.

For all SOW's, additional non-labor expenses may only be incurred by CAI and charged to PCYA if prior written approval from PCYA has been obtained. In the event any federal, state or local use, sales or other taxes or fees are assessed on, or in connection with, any of the non-labor items to be rendered herein, the amount of such tax or fee will be billed to PCYA (excluding taxes based on PCYA's net income). PCYA shall not be liable for any taxes or fees incurred as a result of CAI moving the location of the Services without PCYA's prior written approval. Approved travel expenses will be itemized as a separate line item on all invoices. Travel expenses will be invoiced at cost per PCYA travel policy with no markup. CAI shall maintain time records and work reports in accordance with PCYA's requirements for a period of four (4) years. PCYA may audit said books and records during the term of this Agreement and for four (4) years thereafter.

3. JURISDICTION; VENUE; NON-JURY TRIAL; and CHOICE OF LAW. The parties irrevocably agree that jurisdiction and venue with respect to any action arising from this Agreement shall be solely in the United States District Court, Middle District of Pennsylvania, Harrisburg Division unless the federal court refuses to accept jurisdiction in which case venue and jurisdiction shall lie solely in the Court of Common Pleas of Dauphin PCYA, Pennsylvania, and each party waives all objections to personal jurisdiction and venue. THE PARTIES EXPRESSLY WAIVE THEIR RIGHTS TO A TRIAL BY JURY, AND AGREE AND CONSENT TO A TRIAL BY COURT. Any and all matters of dispute between the parties to this Agreement, whether arising from the Agreement itself or arising from alleged extra contractual factors prior to, during, or subsequent to the Agreement, including, without limitation, misrepresentation, negligence, or any alleged tort or violation of the Agreement, shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Pennsylvania, without regard to its choice of law provisions, regardless of the legal theory upon which such matter is asserted.
4. CAI shall indemnify, defend, and hold PCYA harmless from any and all claims, demands (including all losses, damages, and liabilities resulting from such claim or demands, and all related costs and expenses, including reasonable legal fees) judgments, settlements and penalties of every kind arising from or in connections with (1) CAI's performance of, or failure to



perform, any of its obligations under this Agreement or (2) an act or omission of CAI in its relationships with its employees, agents, representatives, providers or suppliers or (3) breach any federal or state law regarding privacy of information including but not limited to the PA Breach of Personal Information Notification Act set forth at 73 P.S. § §2301 et seq., as may be amended from time to time.

For the term of this Agreement, CAI will take out and maintain, or will cause to be taken out and maintained, the following insurances:

- A. Comprehensive General Liability Insurance on a “occurrence” basis, which will protect CAI in providing the services under this Agreement from claims including, but not limited to bodily injury, wrongful death, and property damage which may arise from operations under this Agreement, whether such operations be by CAI or by any of its subcontractors. Limits of liability may be satisfied by a combined single limit of \$1,000,000.00 per occurrence, for bodily injury and property damage.
- B. Professional Liability Insurance with limits of liability of not less than \$1,000,000.00 per occurrence.

CAI shall provide PCYA a Certificate of Insurance for Comprehensive General Liability and Professional Liability Coverage and appropriate endorsements providing the following:

1. Listing the PCYA, as an additional insured with respect to Comprehensive General Liability and that CAI’s Comprehensive General Liability shall be “primary, noncontributory and not excess to the PCYA insurance coverage”; and
2. The policies cannot be modified and/or cancelled except upon thirty (30) days written notice to PCYA other than for non-payment of premium in which case the policy cannot be cancelled except upon ten (10) days written notice to PCYA.

*In the event that CAI’s policy(ies) of insurance provide(s) that the foregoing additional insured status of PCYA, insurance cancellation notice to the PCYA and the primary, noncontributory and not excess status of CAI’s insurance is all effective where CAI is required by contract to provide the same, then the specific policy provisions providing evidence of the same may be provided in lieu of an endorsement.

New certificates of insurance and endorsements or policy provisions will be supplied by CAI twenty (20) days in advance of the expiration date of any insurance policy required by this agreement. Said certificates, endorsements or policy provisions shall become Appendix A of this Agreement.

- C. Workers’ Compensation Insurance as required by law. (If applicable, should appear on the Certificate of Insurance.)



- D. CAI shall carry liability Insurance covering all owned, non-owned and hired automobiles (or any auto in lieu of the foregoing). The limits of liability for automobile insurance may be satisfied by a combined single limit of \$500,000.00 per occurrence. (This coverage should also appear on the Certificate of Insurance required above.)
- E. CAI shall include all subcontractors as insureds under its policies or shall furnish separate certificates, endorsements or other proof of coverage for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated in this Agreement.
- F. CAI shall maintain, at its own expense throughout the Term, cyber liability insurance coverage (or similar type coverage by another name that provides insurance for electronic intrusions or improper release of electronic data, whether accidental, lost, stolen or through wrongful access to such data) or a cyber liability insurance rider in the Errors and Omissions policy (hereinafter Cyber Liability Coverage”). Such coverage shall provide both:
- 1) first party (insured) privacy response coverage providing CAI access to a computer security expert to determine the scope and cause of an incident or breach; legal advice on how to proceed; breach notification assistance as required by law or regulation; and related services required when an incident or breach has occurred; and
 - 2) third party liability coverage (person whose information was improperly accessible commonly referred to as a breach) covering such third party’s claims against CAI as result of a breach including but not limited to the provision of credit monitoring.

The Cyber Liability Coverage shall provide coverage for CAI for claims, losses, liabilities, judgments, settlements, lawsuits, regulatory actions, and other costs or damages arising out of its performance under this Agreement, including any negligent or otherwise wrongful acts or omissions by CAI or any employee or agent thereof in such amounts and on such terms as are reasonably acceptable to PCYA, but in no event less than the following:

- 1) first party privacy response costs incurred by CAI: the limit is \$5 million each event and aggregate; and
- 2) third party liability coverage for claims against CAI: the limit is \$5 million each event and aggregate.

This includes, but is not limited to: any breach of any law or regulation governing confidentiality of personal information including but not limited to PHI (as defined under HIPAA) and Personal Information (as defined under the Commonwealth of PA Breach of Personal Information Notification Act).

CAI shall, at the time of signing this Agreement, provide a Certificate of Insurance for the Cyber Liability Coverage AND appropriate policy endorsement providing that the policy



cannot be modified and/or cancelled except upon thirty (30) days written notice to PCYA other than for non-payment of premium in which case the policy cannot be cancelled except upon ten (10) days written notice to PCYA.

*In the event that CAI’s policy of insurance provides that the foregoing insurance cancellation notice to PCYA is effective where CAI is required by contract to provide the same, then the specific policy provisions providing evidence of the same may be provided in lieu of an endorsement.

New certificates of insurance and endorsements or policy provisions will be supplied by CAI twenty (20) days in advance of the expiration date of any insurance policy required by this agreement.

NOWITHSTANDING ANY REQUIREMENT THAT THE INSURANCE COMPANY PROVIDE NOTICE OF ANY MODIFICATION OR TERMINATION OF THE POLICY, CAI shall notify PCYA orally as soon as CAI has knowledge of any modification or termination of the policy followed by written notice personally delivered to PCYA or sent to PCYA, by certified mail return receipt requested, at least thirty (30) days prior to any modification and/or termination of the policy or any alterations in the policy, or changes in the name of the insured.

5. Subject to Customer’s payment in full of all undisputed invoices of CAI, CAI agrees that all program materials, reports, and other data or materials generated or developed by CAI under this Agreement or furnished by either the Customer or the Customer to CAI shall be and remain the property of the Customer. CAI specifically agrees that all Program Materials developed or created under this Agreement shall be considered “works made for hire” by CAI for the Customer within the meaning of the United States Copyright Act, 17 U.S.C. §§ 101 et seq., as amended or superseded and that such material shall, upon creation, be owned exclusively by the Customer.
6. Notices:

Any notice, demand, request, or other communication (any “Communication”) required or permitted to be given or made to or by either party hereunder or under the Agreement shall be in writing. Any Communication shall be deemed to have been delivered on the earlier of the day actually received (by whatever means sent) if received on a business day (or if not received on a business day, on the first business day after the day of receipt) or, regardless of whether or not received after the dates hereinafter specified, on the first business day after having been delivered to Federal Express or comparable air courier service, or on the second business day after having been deposited with the United States Postal Service, Express Mail, return receipt requested, or on the third business day after having been deposited with the United States Postal Service, registered or certified mail, return receipt requested, in each case addressed to the respective party at the addresses indicated below:

**Pennsylvania Children and Youth
Administrators, Inc.**

Computer Aid, Inc.

Contract Administrator
Computer Aid, Inc.



Brian Bornman, Esq.
PO Box 60769
Harrisburg, PA 17106-0769
Email: bbornman@pacounties.org

1390 Ridgeview Drive
Allentown, PA 18104
Email: ContractManagement@cai.io

With copies to:

Gregg M. Feinberg, Esq.
1390 Ridgeview Drive, Suite 301
Allentown, PA 18104
Email: gregg.feinberg@cai.io

7. This Agreement contains and is the entire and whole agreement between PCYA and the Contractor. There are no other terms, conditions, obligations, covenants, representations, warranties, settlements or conditions oral or otherwise of any kind whatsoever not expressly contained herein. This Agreement may be modified or changed only in writing duly signed by the parties hereto.
8. This agreement may be terminated by either party without cause with 30 days written notice to the named parties in Item 6.
9. **Service Provider Responsibility Provisions**
 - A. The PROVIDER certifies that it is not currently under suspension or debarment by the Commonwealth, any other state, or the federal government, and if the PROVIDER cannot so certify, then it agrees to submit a written explanation of why such certification cannot be made.
 - B. If the PROVIDER enters into subcontracts or employs under this Agreement any subcontractors/individuals who are currently suspended or debarred by the Commonwealth or federal government, or who become suspended, or debarred, by the Commonwealth or federal government during the term of this Agreement, or any extension or renewals thereof, PCYA, CCAP, or Commonwealth shall have the right to require the PROVIDER to terminate such subcontracts or employment.
 - C. The PROVIDER agrees to reimburse PCYA or Commonwealth for the reasonable costs of investigating the PROVIDER'S compliance with terms of this or any other Agreement between the PROVIDER and PCYA or Commonwealth which result in the suspension or debarment of the PROVIDER or its subcontractor. Such costs shall include, but are not limited to, salaries of the investigators, including overtime, travel and lodging expenses, and expert witness and documentary fees. PROVIDER shall not be responsible for investigative costs that do not result in the PROVIDER'S or subcontractor's suspension or debarment.



- D. The PROVIDER may obtain the current list of suspended and debarred contractors by contacting the:

Department of General Services
Office of Chief Counsel
603 North Office Building
Harrisburg, PA 17125
Phone: (717) 763-6472
FAX: (717) 787-9138

10. Non-discrimination

The PROVIDER assures that, in compliance with Title VI of the Civil Rights Act of 1964, Section 504 of the Federal Rehabilitation Act of 1973, and the Pennsylvania Human Relations Act of 1955, as amended:

- A. The PROVIDER agrees to comply with the provisions of the Federal Civil Rights Act of 1964 Title VI, the Pennsylvania Human Relations Act of 1955, as amended, the Age Discrimination Act of 1974 as amended, Section 504 of the Rehabilitation Act of 1973 and Executive Orders #II246 and #II375, and all requirements imposed pursuant thereto, to the end that no person shall, on the grounds of race, color, national origin, religious creed, ancestry, age, sex or handicap or disability be excluded from participation in, be denied benefits of, or otherwise be subjected to discrimination in the pro-vision of any care or service.
- B. The PROVIDER will comply with all regulations promulgated to enforce the statutory provisions against discrimination.

11. Americans with Disabilities Act (ADA)

Pursuant to the federal regulations promulgated under the authority of *The Americans with Disabilities Act*, 28 C.F.R. § 35.101, *et. seq.*, PROVIDER understands and agrees that it shall not cause any individual with a disability to be excluded from participation in this Agreement or from activities provided for under this Agreement on the basis of a disability as defined by the Act. As a condition of accepting this Agreement, PROVIDER agrees to comply with the “*General Prohibitions Against Discrimination*,” 28 C.F.R. § 35.130, and all other regulations promulgated under Title 11 of *The Americans with Disabilities Act* which are applicable to all benefits, services, programs, and activities provided by COUNTY or the Commonwealth of Pennsylvania through contracts with outside PROVIDERS. PROVIDER shall be responsible for and agrees to indemnify and hold the COUNTY harmless from all losses, damages, expenses, claims, demands, suits and actions brought by any party against COUNTY as a result of PROVIDER’S failure to comply with this provision.

12. Drug Free Workplace Provision

Agreement and Certification Regarding Drug-Free Workplace Requirements

By signing this Agreement, the PROVIDER, in accordance with 45 CFR Part 76 and Part 82, agrees and certifies that it shall provide a drug-free workplace by:



- A. Establishing and maintaining a drug-free awareness program to inform employees about:
 - 1. The dangers of drug abuse in the Workplace; and
 - 2. The policy of the CCAP of maintaining a drug-free workplace; and
 - 3. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - 4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- B. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance, or being under the influence of a controlled substance, is prohibited in the PROVIDER’S workplace and specifying the actions that shall be taken against employees for violations of such prohibitions.
- C. Require that each employee, as a condition of employment, shall:
 - 1. Abide by the terms of the policy noted in (A), above and
 - 2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace not later than three (3) days after such a conviction.
- D. Notify PCYA within five (5) days after receiving notice under subparagraph C)(2), above, from an employee or otherwise receiving actual or constructive notice.
- E. Taking one of the following actions, within thirty (30) days of receiving notice under subparagraph (C)(2), above, with respect to any employee who is so convicted:
 - 1. Taking appropriate personnel action against such an employee, up to and including termination; or
 - 2. Requiring such an employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

13. Applicable Laws

The PROVIDER and any other staff performing services pursuant to this contract, shall comply at all times relative hereto with all applicable laws and regulations in its business and activities that pertain to the performance or funding of this Agreement.

Appendix C: Data Privacy and Security Addendum

PRIVACY AND SECURITY REQUIREMENTS

For purposes of this Agreement.

The term “Personal Data” shall mean any data, information or record that directly or indirectly identifies a natural person or relates to an identifiable natural person or is otherwise subject to any Privacy Law (as defined below), including, but not limited to, name, home address, telephone number, personal e-mail address, payment/credit card data, Social Security Number (SSN), Tax Identification Number (TIN), driver’s license number, national ID number, bank account data, passport number, combination of online username and password, medical and health-related information and any other Personally Identifiable Information that CAI or any third party acting on CAI’s behalf processes in connection with the Services provided to PCYA by CAI.

The term “PCYA Data” shall refer to any and all data that is owned or created by PCYA as it relates to PCYA’s finances, business operations, intellectual property, human resources, or its Customer.

The term “Customer Data” shall refer to any data belonging to PCYA’s Customer which would be classified in similar fashion to PCYA’s Data (e.g., customer finances, customer business operations, customer intellectual property, etc.). Customer may be maintaining Customer data within PCYA’s infrastructure; however, this data is still to be defined as Customer Data.

The terms “Personal Data”, “PCYA Data” and “Customer Data” are collectively referred to as “Data”.

The term “Information Security Incident” means actual or suspected (i) loss or theft of Data; (ii) unauthorized use, disclosure, acquisition, transmission of or access to, or other unauthorized processing of Data that reasonably may compromise the privacy or confidentiality of the Data; or (iii) unauthorized access to or use of, inability to access, or malicious infection of, CAI systems that reasonably may compromise the privacy or confidentiality of Data.

The terms “process,” “processing” or “processed” in relation to Data include, without limitation, receipt, collection, creation, recording, organization, storage, retrieval, consultation, use, manipulation, amendment, transmission, disclosure, discarding, destruction and/or erasure.

CAI agrees, covenants and warrants to PCYA that at any and all times during which it processes Data, CAI will:

- a) Take all appropriate and commercially reasonable measures, including, without limitation, the administrative, physical, technical (including electronic), and procedural safeguards set forth in the Data Privacy and Security Addendum, including but not limited to encryption that meets storage industry standards of data at rest and in transit, to protect the Data against any Information Security Incident. For information processed in electronic form, CAI agrees that such safeguards must include, without limitation, electronic barriers (e.g., “firewalls” or similar barriers) and password-protected access to the Data. For information in written or other tangible form, CAI agrees that such safeguards must include secured storage and secure destruction of the Data in accordance with applicable law and applicable privacy standards;

- b) Maintain or cause to be maintained a reasonable and commercially feasible information security program that complies with all applicable laws and is designed to reasonably ensure the security and confidentiality of all Data;
- c) Comply with all applicable laws and industry standards that relate in any way to the privacy, data protection, electronic storage, confidentiality, processing or security of Data and apply to CAI or PCYA – including without limitation (i) state security breach notification laws; laws imposing minimum security requirements; laws requiring the secure disposal of records containing certain Data; and all other similar federal, state, local and international requirements; (ii) electronic storage industry standards concerning privacy, data protection, confidentiality or information security; and (iii) U.S. state data protection laws including, without limitation Massachusetts 201 CMR 17.00 – 17.05 Standards for the Protection of Personal Information of Residents of the Commonwealth, California Consumer Privacy Act (CCPA) of 2018 as of 1 January 2020 (collectively, “Privacy Laws”) and EU General Data Protection Regulation (GDPR) of 25 May, 2018.
- d) Not transfer Data outside the United States of America for processing without the prior express written consent of Customer;
- e) Not sell, share, or otherwise transfer or disclose any Data, to any other party, without prior express written consent from PCYA, except as specifically permitted under the Data Privacy and Security Addendum or required by law;
- f) Not use Data in any manner not specifically permitted under this Agreement without prior express written consent from PCYA;
- g) Not send or provide any marketing or promotional communications to PCYA or PCYA employees or consumers without PCYA’s or PCYA’s explicit written consent;
- h) Not aggregate or combine Data with any other data without prior express written consent from PCYA;
- i) Not subcontract any of its rights or obligations under this Data Privacy and security Addendum without the prior express written consent of PCYA. Where CAI, with the consent of PCYA, subcontracts its obligations under this Data Privacy and Security Addendum, it shall do so only by way of a written agreement with its subcontractor that imposes the same privacy and security obligations on the subcontractor. Whenever CAI employs the services of third-party service providers to assist it in performing its obligations under this Data Privacy and Security Addendum, CAI agrees that such service providers are capable of maintaining appropriate safeguards for Data and that CAI has contractually obligated such service providers to maintain appropriate safeguards designed to comply with applicable law and applicable privacy standards. Where the subcontractor fails to fulfill its obligations under any sub- processing agreement, CAI shall remain fully liable to PCYA for the fulfillment of its obligations under this Data Privacy and Security Addendum;
- j) Ensure that Data are only available to CAI personnel who have a legitimate business need to access the Data, who are bound by legally enforceable confidentiality obligations, and who have received training in data protection law;
- k) Not retain Data any longer than is reasonably necessary, in accordance with PCYA record retention policies, to accomplish the intended purposes for which the Data was processed pursuant to this Data Privacy and Security Addendum. When Data is no longer necessary for the purposes set forth in the Data Privacy and Security Addendum, or promptly upon the expiration or termination of the Agreement, whichever is earlier, or at an earlier time as PCYA requests in writing, CAI shall take reasonable steps to return, destroy (e.g., by secure shredding and/or

digitally wiping), or arrange for the secure destruction of each and every original and copy in every media of all Data in CAI's possession, custody or control. Promptly following any return or alternate action taken to comply with this paragraph, CAI shall certify in writing to PCYA that such return or alternate action occurred, and the method used for such destruction. In the event that applicable law does not permit CAI to comply with the delivery or destruction of the Data, CAI warrants that it shall ensure the confidentiality of the Data and that it shall not use or disclose any Data at or after the termination or expiration of the Agreement;

- l) Where CAI uses a third party for disaster recovery or other services, CAI shall (i) disclose this to PCYA in writing, including the name of the provider, purpose of the services (e.g., disaster recovery), steps taken with third party to address confidentiality, privacy and security, and (ii) cause each such third party to agree in writing to be bound by terms and conditions substantially similar to those in (a) – (k) above and (m). Additionally, CAI agrees to audit the procedural, administrative, physical and technical measures used by each such third party, at least once a year, which may include or consist of, at PCYA's option, a SSAE 18 audit of such third party, if available;
- m) Monitor CAI's information systems for unauthorized access and implement an incident response policy that specifies actions to be taken when CAI detects or becomes aware of such unauthorized access to its information systems. CAI shall provide a copy of such incident response policy to PCYA within three (3) business days;
- n) If requested by PCYA, within five business days from the date upon which the request was made by PCYA, either: (i) update, correct or delete Data or modify the individual's choices with respect to the permitted use by PCYA of such Data; or (ii) provide access to PCYA to enable it to perform the activities described in clause (i) itself;
- o) Notify the PCYA Chief Clerk, within twenty-four (24) hours, if CAI receives notice from any governmental or regulatory authority alleging that PCYA or CAI has failed to comply with Privacy Laws in connection with the performance of this Agreement, or if CAI otherwise becomes aware and reasonably believes that CAI or PCYA may have failed or may in the future fail to comply with Privacy Laws in connection with the performance of this Agreement; and
- p) At PCYA's direction, cooperate and comply with any requests or instructions issued by any privacy or data protection authority, including any governmental or regulatory authority applicable to PCYA or Data.
- q) In the event of an Information Security Incident, such notice shall summarize in reasonable detail the nature of the Information Security Incident, the suspected data that is lost, stolen or compromised, if known, the parties which have or will be informed of the Information Security Incident, and the corrective action taken or to be taken by CAI."

CAI shall notify PCYA orally within twenty-four hours and in writing within three (3) business days of any Information Security Incident of which CAI becomes aware and of any request for access to any Data from any third person or any government official, including any data protection or law enforcement agency; and of any and all complaints or other communications received from any individual pertaining to CAI's confidentiality policies or procedures applied to Data and/or the processing of either. In the event of an Information Security Incident, such written notice shall summarize in reasonable detail the nature of the Information Security Incident, the suspected data that is lost, stolen or compromised, if known, and the corrective action taken or to be taken by CAI. CAI shall promptly take all necessary steps to robustly investigate and remediate, including, but not limited to, conducting a third-party forensic analysis at CAI's expense. CAI shall cooperate fully with PCYA in all reasonable and lawful efforts to prevent, mitigate or



rectify such Information Security Incident or necessitate the disclosure of Data to a government official. All information relating to each Information Security Incident must be retained by CAI until PCYA has specifically consented in writing to its destruction. If requested by PCYA and subject to PCYA's confidentiality obligations, CAI shall permit PCYA and its agents to access CAI's facilities and/or the affected hardware or software, as applicable, to conduct a forensic analysis of each such Information Security Incident.

In the event of an Information Security Incident, CAI shall (i) promptly, after becoming aware of such Information Security Incident, notify the PCYA Chief Clerk by telephone, email and in writing at the address below of all known facts thereof in accordance with the timeframes set forth above, and (ii) at PCYA's option and at the direction of PCYA, whether or not required by applicable law, provide written notice to the individuals whose Data was reasonably connected to the Information Security Incident, or reimburse PCYA for all direct out of pocket and commercially reasonable costs it incurs in providing such notice and/or in responding to governmental authorities, including, without limitation, (1) paying for postage and copying of PCYA legally required notices; (2) offering to the affected individuals and providing, to those who elect to receive it, at least two years of credit monitoring services at CAI's expense; (3) paying for costs associated with implementing a call center, and (4) paying for costs associated with any forensic or legal analysis required. To the extent a State Attorney General or other governmental/judicial authority renders a fine, penalty or judgment, or requires an alternate remedy following an Information Security Incident, such as the provision of identity theft insurance, CAI will offer and provide the required remedy at its own expense and pay any fine.

Information Security Incident notifications shall be provided to:

PCYA Executive Director, Brian Bornman

PCYA shall have the right to verify CAI's compliance with the terms of this section or to appoint a third party under reasonable covenants of confidentiality to verify the same on PCYA's behalf. CAI shall grant PCYA or PCYA's agents unimpeded access to the extent necessary to accomplish the inspection and review of all data processing facilities, data files and other documentation used by CAI for processing of Data in relation to this Data Privacy and Security Addendum. CAI agrees to provide reasonable assistance to PCYA in facilitating this inspection function. Upon request, CAI shall provide PCYA with a list of CAI personnel entrusted with processing the Data transferred by CAI, together with a description of their access rights. An inspection performed pursuant to this section shall not unreasonably interfere with the normal conduct of CAI's business.