

1 CONTRACT FOR PROVISION OF
 2 CORRECTIONAL HEALTH REGISTRY STAFFING SERVICES
 3 BETWEEN
 4 COUNTY OF ORANGE
 5 AND
 6 ORBIT HEALTH, A PROFESSIONAL CORPORATION
 7 MAY 9, 2023 THROUGH MAY 8, 2026

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 10 THIS CONTRACT entered into this 9th day of May, 2023 (effective date), is by and between the
 11 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and Orbit Health, A
 12 Professional Corporation, (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred
 13 to herein individually as “Party” or collectively as “Parties.” This Contract shall be administered by the
 14 Director of the COUNTY’s Health Care Agency or an authorized designee (“ADMINISTRATOR”).

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16 **W I T N E S S E T H:**

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18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Correctional
19 Health Registry Staffing Services described herein; and

20 WHEREAS, CONTRACTOR is agreeable to the rendering of such services on the terms and
21 conditions hereinafter set forth:

22 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained
23 herein, COUNTY and CONTRACTOR do hereby agree as follows:

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REFERENCED CONTRACT PROVISIONS

Term: May 9, 2023 through May 8, 2026

Aggregate Maximum Obligation: \$29,994,930

Basis for Reimbursement: Fee for Service

Payment Method: Arrears

CONTRACTOR UEI Number:

90025246

CONTRACTOR TAX ID Number:

47 - 4469736

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Contract Services
405 West 5th Street, Suite 600
Santa Ana, CA 92701-4637

CONTRACTOR: ORBIT HEALTH, A PROFESSIONAL CORPORATION

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I. ACRONYMS

1 The following standard definitions are for reference purposes only and may or may not apply in their
2 entirety throughout this Contract:

3	A. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
4	B. AIDS	Acquired Immune Deficiency Syndrome
5	C. ARRA	American Recovery and Reinvestment Act of 2009
6	D. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
7	E. ASI	Addiction Severity Index
8	F. ASRS	Alcohol and Drug Programs Reporting System
9	G. BHS	Behavioral Health Services
10	H. CalOMS	California Outcomes Measurement System
11	I. CalWORKs	California Work Opportunity and Responsibility for Kids
12	J. CAP	Corrective Action Plan
13	K. CCC	California Civil Code
14	L. CCR	California Code of Regulations
15	M. CESI	Client Evaluation of Self at Intake
16	N. CEST	Client Evaluation of Self and Treatment
17	O. CFDA	Catalog of Federal Domestic Assistance
18	P. CFR	Code of Federal Regulations
19	Q. CHPP	COUNTY HIPAA Policies and Procedures
20	R. CHS	Correctional Health Services
21	S. COI	Certificate of Insurance
22	T. CPA	Certified Public Accountant
23	U. CSW	Clinical Social Worker
24	V. DHCS	California Department of Health Care Services
25	W. D/MC	Drug/Medi-Cal
26	X. DPFS	Drug Program Fiscal Systems
27	Y. DRS	Designated Record Set
28	Z. EEOC	Equal Employment Opportunity Commission
29	AA. EHR	Electronic Health Records
30	AB. EOC	Equal Opportunity Clause
31	AC. ePHI	Electronic Protected Health Information
32	AD. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
33	AE. FFS	Fee For Service
34	AF. FSP	Full Service Partnership
35	AG. FTE	Full Time Equivalent
36	AH. GAAP	Generally Accepted Accounting Principles
37	AI. HCA	County of Orange Health Care Agency

1	AJ. HHS	Federal Health and Human Services Agency
2	AK. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
3		Law 104-191
4	AL. HITECH	Health Information Technology for Economic and Clinical Health
5		Act, Public Law 111-005
6	AM. HIV	Human Immunodeficiency Virus
7	AN. HSC	California Health and Safety Code
8	AO. IRIS	Integrated Records and Information System
9	AP. ITC	Indigent Trauma Care
10	AQ. LCSW	Licensed Clinical Social Worker
11	AR. MAT	Medication Assisted Treatment
12	AS. MFT	Marriage and Family Therapist
13	AT. MH	Mental Health
14	AU. MHP	Mental Health Plan
15	AV. MHS	Mental Health Specialist
16	AW. MHSA	Mental Health Services Act
17	AX. MSN	Medical Safety Net
18	AY. NIH	National Institutes of Health
19	AZ. NPI	National Provider Identifier
20	BA. NPPES	National Plan and Provider Enumeration System
21	BB. OCR	Federal Office for Civil Rights
22	BC. OIG	Federal Office of Inspector General
23	BD. OMB	Federal Office of Management and Budget
24	BE. OPM	Federal Office of Personnel Management
25	BF. P&P	Policy and Procedure
26	BG. PA DSS	Payment Application Data Security Standard
27	BH. PATH	Projects for Assistance in Transition from Homelessness
28	BI. PC	California Penal Code
29	BJ. PCI DSS	Payment Card Industry Data Security Standards
30	BK. PCS	Post-Release Community Supervision
31	BL. PHI	Protected Health Information
32	BM. PII	Personally Identifiable Information
33	BN. PRA	California Public Records Act
34	BO. PSC	Professional Services Contract System
35	BP. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
36	BQ. SIR	Self-Insured Retention
37	BR. SMA	Statewide Maximum Allowable (rate)

1	BS. SOW	Scope of Work
2	BT. SUD	Substance Use Disorder
3	BU. UMDAP	Uniform Method of Determining Ability to Pay
4	BV. UOS	Units of Service
5	BW. USC	United States Code
6	BX. WIC	Women, Infants and Children

II. ALTERATION OF TERMS

9 A. This Contract, together with Exhibit A and B attached hereto and incorporated herein, fully
10 expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject
11 matter of this Contract.

12 B. Unless otherwise expressly stated in this Contract, no addition to, or alteration of the terms of this
13 Contract or any Exhibit, whether written or verbal, made by the Parties, their officers, employees or agents
14 shall be valid unless made in the form of a written amendment to this Contract, which has been formally
15 approved and executed by both Parties.

III. ASSIGNMENT OF DEBTS

16 Unless this Contract is followed without interruption by another contract between the Parties hereto
17 for the same services and substantially the same scope, at the termination of this Contract,
18 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of persons
19 receiving services pursuant to this Contract. CONTRACTOR shall immediately notify by mail each of
20 the respective Parties, specifying the date of assignment, the County of Orange as assignee, and the
21 address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of
22 said persons, shall be immediately given to COUNTY.
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IV. COMPLIANCE

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27 A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for
28 the purpose of ensuring adherence to all rules and regulations related to federal and state health care
29 programs.

30 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the policies and
31 procedures relating to ADMINISTRATOR's Compliance Program, Code of Conduct and access to
32 General Compliance and Annual Provider Trainings.

33 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
34 compliance program, code of conduct and any compliance related policies and procedures.
35 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall be
36 verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements
37 by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to this Contract.

1 These elements include:

- 2 a. Designation of a Compliance Officer and/or compliance staff.
- 3 b. Written standards, policies and/or procedures.
- 4 c. Compliance related training and/or education program and proof of completion.
- 5 d. Communication methods for reporting concerns to the Compliance Officer.
- 6 e. Methodology for conducting internal monitoring and auditing.
- 7 f. Methodology for detecting and correcting offenses.
- 8 g. Methodology/Procedure for enforcing disciplinary standards.

9 3. If CONTRACTOR does not provide proof of its own compliance program to
10 ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance
11 Program and Code of Conduct, CONTRACTOR shall submit to ADMINISTRATOR within thirty (30)
12 calendar days of execution of this Contract an acknowledgement that CONTRACTOR shall internally
13 comply with ADMINISTRATOR's Compliance Program and Code of Conduct. CONTRACTOR shall
14 have as many Covered Individuals it determines necessary complete ADMINISTRATOR's annual
15 compliance training to ensure proper compliance.

16 4. If CONTRACTOR elects to have its own compliance program, code of conduct and any
17 Compliance related policies and procedures reviewed by ADMINISTRATOR, then CONTRACTOR
18 shall submit a copy of its compliance program, code of conduct and all relevant policies and procedures
19 to ADMINISTRATOR within thirty (30) calendar days of execution of this Contract.
20 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable
21 time, which shall not exceed forty-five (45) calendar days, and determine if CONTRACTOR's proposed
22 compliance program and code of conduct contain all required elements to ADMINISTRATOR's
23 satisfaction as consistent with the HCA's Compliance Program and Code of Conduct.
24 ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and
25 CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR's
26 required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's
27 determination and resubmit the same for review by ADMINISTRATOR.

28 5. Upon written confirmation from ADMINISTRATOR's compliance officer that
29 CONTRACTOR's compliance program, code of conduct and any compliance related policies and
30 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals relative
31 to this Contract are made aware of CONTRACTOR's compliance program, code of conduct, related policies
32 and procedures and contact information for ADMINISTRATOR's Compliance Program.

33 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or
34 retained to provide services related to this Contract monthly to ensure that they are not designated as
35 Ineligible Persons, as pursuant to this Contract. Screening shall be conducted against the General Services
36 Administration's Excluded Parties List System or System for Award Management, the Health and Human
37 Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal

1 Suspended and Ineligible Provider List, the Social Security Administration's Death Master File at date of
2 employment, and/or any other list or system as identified by ADMINISTRATOR.

3 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees,
4 interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items
5 or services or who perform billing or coding functions on behalf of ADMINISTRATOR.
6 CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of
7 ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or
8 CONTRACTOR's own compliance program, code of conduct and related policies and procedures if
9 CONTRACTOR has elected to use its own).

10 2. An Ineligible Person shall be any individual or entity who:

11 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal
12 and state health care programs; or

13 b. has been convicted of a criminal offense related to the provision of health care items or
14 services and has not been reinstated in the federal and state health care programs after a period of
15 exclusion, suspension, debarment, or ineligibility.

16 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
17 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
18 Contract.

19 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors monthly to
20 ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its
21 subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of
22 California health programs and have not been excluded or debarred from participation in any federal or
23 state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible
24 Person in their employ or under contract.

25 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
26 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.
27 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services
28 directly relative to this Contract becomes debarred, excluded or otherwise becomes an Ineligible Person.

29 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal
30 and state funded health care services by contract with COUNTY in the event that they are currently
31 sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If
32 CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,
33 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY
34 business operations related to this Contract.

35 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
36 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.
37 Such individual or entity shall be immediately removed from participating in any activity associated with

1 this Contract. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to
 2 CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly
 3 return any overpayments within forty-five (45) business days after the overpayment is verified by
 4 ADMINISTRATOR.

5 C. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance
 6 Training available to Covered Individuals.

7 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's
 8 Compliance Program shall use its best efforts to encourage completion by all Covered Individuals;
 9 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated
 10 representative to complete the General Compliance Training when offered.

11 2. Such training will be made available to Covered Individuals within thirty (30) calendar days
 12 of employment or engagement.

13 3. Such training will be made available to each Covered Individual annually.

14 4. ADMINISTRATOR will track training completion while CONTRACTOR shall provide
 15 copies of training certification upon request.

16 5. Each Covered Individual attending a group training shall certify, in writing, attendance at
 17 compliance training. ADMINISTRATOR shall provide instruction on group training completion while
 18 CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR,
 19 CONTRACTOR shall provide copies of the certifications.

20 D. SPECIALIZED PROVIDER TRAINING – ADMINISTRATOR shall make Specialized Provider
 21 Training, where appropriate, available to Covered Individuals.

22 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
 23 Individuals relative to this Contract. This includes compliance with federal and state healthcare program
 24 regulations and procedures or instructions otherwise communicated by regulatory agencies; including the
 25 Centers for Medicare and Medicaid Services or their agents.

26 2. Such training will be made available to Covered Individuals within thirty (30) calendar days
 27 of employment or engagement.

28 3. Such training will be made available to each Covered Individual annually.

29 4. ADMINISTRATOR will track online completion of training while CONTRACTOR shall
 30 provide copies of the certifications upon request.

31 5. Each Covered Individual attending a group training shall certify, in writing, attendance at
 32 compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group
 33 setting while CONTRACTOR shall retain the certifications. Upon written request by
 34 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

35 E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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37 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care

1 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner
2 and are consistent with federal, state and county laws and regulations. This includes compliance with
3 federal and state health care program regulations and procedures or instructions otherwise communicated
4 by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

5 2. CONTRACTOR shall not submit any false, fraudulent, inaccurate and/or fictitious claims for
6 payment or reimbursement of any kind.

7 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also
8 fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which
9 accurately describes the services provided and must ensure compliance with all billing and documentation
10 requirements.

11 4. CONTRACTOR shall act promptly to investigate and correct any problems or errors in
12 coding of claims and billing, if and when, any such problems or errors are identified.

13 5. CONTRACTOR shall promptly return any overpayments within forty-five (45) business
14 days after the overpayment is verified by ADMINISTRATOR.

15 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and
16 participate in the quality improvement activities developed in the implementation of the Quality
17 Management Program.

18 7. CONTRACTOR shall comply with the provisions of ADMINISTRATOR's Cultural
19 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural
20 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
21 §1810.410.subds.(c)-(d).

22 F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a
23 breach of the Contract on the part of CONTRACTOR and grounds for COUNTY to terminate the
24 Contract. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty
25 (30) calendar days from the date of the written notice of default to cure any defaults grounded on this
26 Compliance Paragraph prior to ADMINISTRATOR's right to terminate this Contract on the basis of such
27 default.

28 **V. CONFIDENTIALITY**

29 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio
30 and/or video recordings, in accordance with all applicable federal, state and county codes and regulations,
31 as they now exist or may hereafter be amended or changed.

32 B. Prior to providing any services pursuant to this Contract, all members of the Board of Directors
33 or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of
34 CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and
35 all information and records which may be obtained in the course of providing such services. This Contract
36 shall specify that it is effective irrespective of all subsequent resignations or terminations of
37

1 CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees,
2 consultants, subcontractors, volunteers and interns.

3 4 **VI. CONFLICT OF INTEREST**

5 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that
6 could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall
7 apply to CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods
8 and services provided under this Contract. CONTRACTOR's efforts shall include, but not be limited to
9 establishing rules and procedures preventing its employees, agents, and subcontractors from providing or
10 offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence
11 or appear to influence COUNTY staff or elected officers in the performance of their duties.

12 13 **VII. COST REPORT**

14 A. CONTRACTOR shall submit a Cost Report to COUNTY no later than forty-five (45) calendar
15 days following termination of this Contract. CONTRACTOR shall prepare the Cost Report in accordance
16 with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph
17 of this Contract. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost
18 centers, services, and funding sources in accordance with such requirements and consistent with prudent
19 business practice, which costs and allocations shall be supported by source documentation maintained by
20 CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice.

21 1. If CONTRACTOR fails to submit an accurate and complete Cost Report within the time
22 period specified above, ADMINISTRATOR shall have sole discretion to impose one or both of the
23 following:

24 a. CONTRACTOR may be assessed a late penalty of five-hundred dollars (\$500) for each
25 business day after the above specified due date that the accurate and complete Cost Report is not
26 submitted. Imposition of the late penalty shall be at the sole discretion of ADMINISTRATOR. The late
27 penalty shall be assessed separately on each outstanding Cost Report due COUNTY by CONTRACTOR.

28 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
29 pursuant to any or all contracts between COUNTY and CONTRACTOR until such time that the accurate
30 and complete Cost Report is delivered to ADMINISTRATOR.

31 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the
32 Cost Report setting forth good cause for justification of the request. Approval of such requests shall be
33 at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied.

34 3. In the event that CONTRACTOR does not submit an accurate and complete Cost Report
35 within one hundred and eighty (180) calendar days following the termination of this Contract, and
36 CONTRACTOR has not entered into a subsequent or new contract for any other services with COUNTY,
37 then all amounts paid to CONTRACTOR by COUNTY during the term of the Contract shall be

1 immediately reimbursed to COUNTY.

2 B. The Cost Report shall be the final financial and statistical report submitted by CONTRACTOR
3 to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR. CONTRACTOR shall
4 document that costs are reasonable and allowable and directly or indirectly related to the services to be
5 provided hereunder. The Cost Report shall be the final financial record for subsequent audits, if any.

6 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less
7 applicable revenues and any late penalty, not to exceed COUNTY's Aggregate Maximum Obligation as
8 set forth in the Referenced Contract Provisions of this Contract. CONTRACTOR shall not claim
9 expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY
10 laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is
11 subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by
12 CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar
13 days of submission of the Cost Report or COUNTY may elect to reduce any amount owed
14 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

15 D. All Cost Reports shall contain the following attestation, which may be typed directly on or
16 attached to the Cost Report:

17
18 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
19 supporting documentation prepared by _____ for the cost report period
20 beginning _____ and ending _____ and that, to the best of my knowledge
21 and belief, costs reimbursed through this Contract are reasonable and allowable and
22 directly or indirectly related to the services provided and that this Cost Report is a true,
23 correct, and complete statement from the books and records of (provider name) in
24 accordance with applicable instructions, except as noted. I also hereby certify that I
25 have the authority to execute the accompanying Cost Report.

26
27 Signed _____
28 Name _____
29 Title _____
30 Date _____"

31
32 **VIII. DEBARMENT AND SUSPENSION CERTIFICATION**

33 A. CONTRACTOR certifies that it and its principals:

34 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or
35 voluntarily excluded by any federal department or agency.

36 2. Have not within a three-year period preceding this Contract been convicted of or had a civil
37 judgment rendered against them for commission of fraud or a criminal offense in connection with

1 obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract
 2 under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement,
 3 theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen
 4 property.

5 3. Are not presently indicted for or otherwise criminally or civilly charged by a federal, state,
 6 or local governmental entity with commission of any of the offenses enumerated in Subparagraph A.2.
 7 above.

8 4. Have not within a three-year period preceding this Contract had one or more public
 9 transactions (federal, state, or local) terminated for cause or default.

10 5. Shall not knowingly enter into any lower tier covered transaction with a person who is
 11 proposed for debarment under federal regulations (i.e., 48 CFR Part 9, Subpart 9.4), debarred, suspended,
 12 declared ineligible, or voluntarily excluded from participation in such transaction unless authorized by the
 13 State of California.

14 6. Shall include without modification, the clause titled "Certification Regarding Debarment,
 15 Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction," (i.e., transactions
 16 with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in
 17 accordance with 2 CFR Part 376.

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

20 **IX. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

21 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
 22 prior written consent of COUNTY. CONTRACTOR shall provide written notification of
 23 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to
 24 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.
 25 Any attempted assignment or delegation in derogation of this paragraph shall be void.
 26

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

32 C. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior
 33 written consent of COUNTY.

34 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to
 35 any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of
 36 the composition of the Board of Directors within a two (2) month period of time, shall be deemed an
 37 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community

1 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal
2 Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

3 2. If CONTRACTOR is a for-profit organization, any change in the business structure,
4 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
5 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
6 change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR
7 at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or
8 delegation in derogation of this subparagraph shall be void.

9 3. If CONTRACTOR is a governmental organization, any change to another structure,
10 including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board
11 of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an
12 assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this
13 subparagraph shall be void.

14 4. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
15 CONTRACTOR shall provide written notification of CONTRACTOR's intent to assign the obligations
16 hereunder, either in whole or part, to ADMINISTRATOR not less than sixty (60) calendar days prior to
17 the effective date of the assignment.

18 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,
19 CONTRACTOR shall provide written notification within thirty (30) calendar days to
20 ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any
21 governing body of CONTRACTOR at one time.

22 6. COUNTY reserves the right to immediately terminate the Contract in the event COUNTY
23 determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to
24 COUNTY for the provision of services under the Contract.

25 D. CONTRACTOR's obligations undertaken pursuant to this Contract may be carried out by means
26 of subcontracts, provided such subcontractors are approved in advance by ADMINISTRATOR, meet the
27 requirements of this Contract as they relate to the service or activity under subcontract, include any
28 provisions that ADMINISTRATOR may require, and are authorized in writing by ADMINISTRATOR
29 prior to the beginning of service delivery.

30 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the
31 subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor
32 subsequently fails to meet the requirements of this Contract or any provisions that ADMINISTRATOR
33 has required. ADMINISTRATOR may disallow subcontractor expenses reported by CONTRACTOR.

34 2. No subcontract shall terminate or alter the responsibilities of CONTRACTOR to COUNTY
35 pursuant to this Contract.

36 3. ADMINISTRATOR may disallow, from payments otherwise due CONTRACTOR, amounts
37 claimed for subcontracts not approved in accordance with this paragraph.

1 4. This provision shall not be applicable to service contracts usually and customarily entered
 2 into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services
 3 provided by consultants.

4 E. CONTRACTOR shall notify COUNTY in writing of any change in CONTRACTOR's status
 5 with respect to name changes that do not require an assignment of the Contract. CONTRACTOR also
 6 shall notify COUNTY in writing if CONTRACTOR becomes a party to any litigation against COUNTY,
 7 or a party to litigation that may reasonably affect CONTRACTOR's performance under the Contract, as
 8 well as any potential conflicts of interest between CONTRACTOR and County that may arise prior to or
 9 during the period of Contract performance. While CONTRACTOR must provide this information without
 10 prompting from COUNTY any time there is a change in CONTRACTOR's name, conflict of interest or
 11 litigation status, CONTRACTOR must also provide an update to COUNTY of its status in these areas
 12 whenever requested by COUNTY.

13 **X. DISPUTE RESOLUTION**

14 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the
 15 dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a
 16 reasonable period of time by CONTRACTOR and ADMINISTRATOR, such matter shall be brought to
 17 the attention of COUNTY Purchasing Agent by way of the following process:

18 1. CONTRACTOR shall submit to COUNTY Purchasing Agent a written demand for a final
 19 decision regarding the disposition of any dispute between the Parties arising under, related to, or involving
 20 this Contract, unless COUNTY, on its own initiative, has already rendered such a final decision.

21 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if
 22 such demand involves a cost adjustment to the Contract, CONTRACTOR shall include with the demand
 23 a written statement signed by an authorized representative indicating that the demand is made in good
 24 faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects
 25 the Contract adjustment for which CONTRACTOR believes COUNTY is liable.

26 B. Pending the final resolution of any dispute arising under, related to, or involving this Contract,
 27 CONTRACTOR agrees to proceed diligently with the performance of services secured via this Contract,
 28 including the delivery of goods and/or provision of services. CONTRACTOR's failure to proceed
 29 diligently shall be considered a material breach of this Contract.

30 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and shall
 31 be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY does not render a decision
 32 within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed a final
 33 decision adverse to CONTRACTOR's contentions.

34 D. This Contract has been negotiated and executed in the State of California and shall be governed
 35 by and construed under the laws of the State of California. In the event of any legal action to enforce or
 36 interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in
 37

1 Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such
 2 court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree
 3 to waive any and all rights to request that an action be transferred for adjudication to another county.
 4

5 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

6 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations
 7 regarding the employment of aliens and others and to ensure that employees, subcontractors, and
 8 consultants performing work under this Contract meet the citizenship or alien status requirements set forth
 9 in federal statutes and regulations. CONTRACTOR shall obtain, from all employees, subcontractors, and
 10 consultants performing work hereunder, all verification and other documentation of employment
 11 eligibility status required by federal or state statutes and regulations including, but not limited to, the
 12 Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist and as they
 13 may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered
 14 employees, subcontractors, and consultants for the period prescribed by the law.
 15

16 **XII. EXPENDITURE AND REVENUE REPORT**

17 A. No later than forty-five (45) calendar days following termination of each fiscal year of this
 18 Contract, CONTRACTOR shall submit to ADMINISTRATOR, for informational purposes only, an
 19 Expenditure and Revenue Report for the preceding fiscal year, or portion thereof. Such report shall be
 20 prepared in accordance with the procedure that is provided by ADMINISTRATOR and GAAP.

21 B. CONTRACTOR may be required to submit periodic Expenditure and Revenue Reports
 22 throughout the term of this Contract.

23 //

24 **XIII. FACILITIES, PAYMENTS AND SERVICES**

25 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance
 26 with this Contract. COUNTY shall compensate, and authorize, when applicable, said services.
 27 CONTRACTOR shall operate continuously throughout the term of this Contract with at least the
 28 minimum number and type of staff which meet applicable federal and state requirements, and which are
 29 necessary for the provision of the services hereunder.

30 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies
 31 as required, ADMINISTRATOR may, at its sole discretion, reduce the Aggregate Maximum Obligation.
 32 The reduction to the Aggregate Maximum Obligation shall be in an amount proportionate to the number
 33 of days in which CONTRACTOR was determined to be unable to provide services, staffing, facilities or
 34 supplies.
 35

36 **XIV. INDEMNIFICATION AND INSURANCE**

37 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,

1 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
2 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
3 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,
4 including but not limited to personal injury or property damage, arising from or related to the services,
5 products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is
6 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
7 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
8 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request
9 a jury apportionment.

10 B. Prior to the provision of services under this Contract, CONTRACTOR agrees to purchase all
11 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary
12 to satisfy COUNTY that the insurance provisions of this Contract have been complied with.
13 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on
14 deposit with COUNTY during the entire term of this Contract. In addition, all subcontractors performing
15 work on behalf of CONTRACTOR pursuant to this Contract shall obtain insurance subject to the same
16 terms and conditions as set forth herein for CONTRACTOR.

17 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
18 CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an
19 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for
20 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less
21 than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the
22 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and
23 to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance
24 must be maintained by CONTRACTOR through the entirety of this Contract for inspection by COUNTY
25 representative(s) at any reasonable time.

26 D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand
27 dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of
28 CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved,
29 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this
30 Contract, agrees to all of the following:

31 1. In addition to the duty to indemnify and hold COUNTY harmless against any and all liability,
32 claim, demand or suit resulting from CONTRACTOR's, its agents, employee's or subcontractor's
33 performance of this Contract, CONTRACTOR shall defend COUNTY at its sole cost and expense with
34 counsel approved by Board of Supervisors against same; and

35 2. CONTRACTOR's duty to defend, as stated above, shall be absolute and irrespective of any
36 duty to indemnify or hold harmless; and

37 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to

1 which the duty to defend stated above applies, and CONTRACTOR's SIR provision shall be interpreted
2 as though CONTRACTOR was an insurer and COUNTY was the insured.

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

5 F. QUALIFIED INSURER

6 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A-
7 (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition
8 of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**). It is preferred, but
9 not mandatory, that the insurer be licensed to do business in the state of California (California Admitted
10 Carrier).

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
//	
//	
Automobile Liability including coverage for owned, non-owned, and hired vehicles (4 passengers or less)	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance	\$1,000,000 per claims -made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

34
35 H. REQUIRED COVERAGE FORMS

36 1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a
37 substitute form providing liability coverage at least as broad.

1 2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01,
2 CA 00 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

3 I. REQUIRED ENDORSEMENTS

4 1. The Commercial General Liability policy shall contain the following endorsements, which
5 shall accompany the COI:

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

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

13 2. The Network Security and Privacy Liability policy shall contain the following endorsements
14 which shall accompany the COI:

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

17 b. A primary and non-contributing endorsement evidencing that CONTRACTOR's
18 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be
19 excess and non-contributing.

20 J. All insurance policies required by this Contract shall waive all rights of subrogation against the
21 County of Orange, its elected and appointed officials, officers, agents and employees when acting within
22 the scope of their appointment or employment.

23 K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
24 all rights of subrogation against the *County of Orange, its elected and appointed officials,*
25 *officers, agents and employees*, or provide blanket coverage, which shall state **AS REQUIRED BY**
26 **WRITTEN CONTRACT**.

27 L. CONTRACTOR shall notify COUNTY in writing within thirty (30) calendar days of any policy
28 cancellation and within ten (10) calendar days for non-payment of premium and provide a copy of the
29 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach
30 of CONTRACTOR's obligation hereunder and grounds for COUNTY to suspend or terminate this
31 Contract.

32 M. If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability are
33 "Claims -Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following
34 the completion of the Contract.

35 N. The Commercial General Liability policy shall contain a "severability of interests" clause also
36 known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

37 O. Insurance certificates should be forwarded to the department address listed in the Referenced

1 Contract Provisions.

2 P. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)
3 calendar days of notification by County, County may terminate the Contract.

4 Q. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease insurance
5 of any of the above insurance types throughout the term of this Contract. Any increase or decrease in
6 insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect
7 COUNTY.

8 R. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
9 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with
10 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice,
11 this Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled
12 to all legal remedies.

13 S. The procuring of such required policy or policies of insurance shall not be construed to limit
14 CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this
15 Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

16 T. SUBMISSION OF INSURANCE DOCUMENTS

17 1. The COI and endorsements shall be provided to COUNTY as follows:

18 a. Prior to the start date of this Contract.

19 b. No later than the expiration date for each policy.

20 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
21 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

22 2. The COI and endorsements shall be provided to COUNTY at the address as specified in the
23 Referenced Contract Provisions of this Contract.

24 3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance
25 provisions stipulated in this Contract by the above specified due dates, ADMINISTRATOR shall have
26 sole discretion to impose one or both of the following:

27 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
28 pursuant to any and all Contracts between COUNTY and CONTRACTOR until such time that the
29 required COI and endorsements that meet the insurance provisions stipulated in this Contract are
30 submitted to ADMINISTRATOR.

31 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late
32 COI or endorsement for each business day, pursuant to any and all Contracts between COUNTY and
33 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance
34 provisions stipulated in this Contract are submitted to ADMINISTRATOR.

35 c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from
36 CONTRACTOR's monthly invoice.

37 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any

1 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs
2 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

4 **XV. INSPECTIONS AND AUDITS**

5 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
6 of the State of California, the Secretary of the United States Department of Health and Human Services,
7 the Comptroller General of the United States, or any other of their authorized representatives, shall to the
8 extent permissible under applicable law have access to any books, documents, and records, including but
9 not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client
10 records, of CONTRACTOR that are directly pertinent to this Contract, for the purpose of responding to a
11 beneficiary complaint or conducting an audit, review, evaluation, or examination, or making transcripts
12 during the periods of retention set forth in the Records Management and Maintenance Paragraph of this
13 Contract. Such persons may at all reasonable times inspect or otherwise evaluate the services provided
14 pursuant to this Contract, and the premises in which they are provided.

15 B. CONTRACTOR shall actively participate and cooperate with any person specified in
16 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this Contract,
17 and shall provide the above-mentioned persons adequate office space to conduct such evaluation or
18 monitoring.

19 C. AUDIT RESPONSE

20 1. Following an audit report, in the event of non-compliance with applicable laws and
21 regulations governing funds provided through this Contract, COUNTY may terminate this Contract as
22 provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement
23 appropriate corrective action. A CAP shall be submitted to ADMINISTRATOR in writing within thirty
24 (30) calendar days after receiving notice from ADMINISTRATOR.

25 2. If the audit reveals that money is payable from one Party to the other, that is, reimbursement
26 by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said
27 funds shall be due and payable from one Party to the other within sixty (60) calendar days of receipt of
28 the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement
29 is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies
30 provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the
31 reimbursement due COUNTY.

32 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare and file with
33 ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as may be
34 required during the term of this Contract.

35 E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within fourteen
36 (14) calendar days of receipt. Such audit shall include, but not be limited to, management, financial,
37 programmatic or any other type of audit of CONTRACTOR's operations, whether or not the cost of such

1 operation or audit is reimbursed in whole or in part through this Contract.

3 **XVI. LICENSES AND LAWS**

4 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
5 the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations,
6 waivers, and exemptions necessary for the provision of the services hereunder and required by the laws,
7 regulations and requirements of the United States, the State of California, COUNTY, and all other
8 applicable governmental agencies.

9 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

10 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State
11 reporting requirements regarding its employees and with all lawfully served Wage and Earnings
12 Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the
13 term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of
14 the Contract and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall
15 constitute grounds for termination of the Contract.

17 **XVII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

18 A. COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use and/or
19 reproduction of COUNTY's name, logos, or symbols for any purpose, including commercial
20 advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY's
21 prior written consent is expressly prohibited.

22 B. CONTRACTOR may develop and publish information related to this Contract where all of the
23 following conditions are satisfied:

24 1. ADMINISTRATOR provides its written approval of the content and publication of the
25 information at least thirty (30) calendar days prior to CONTRACTOR publishing the information, unless
26 a different timeframe for approval is agreed upon by ADMINISTRATOR;

27 2. Unless directed otherwise by ADMINISTRATOR, the information includes a statement that
28 the program, wholly or in part, is funded through COUNTY, State and Federal government funds;

29 3. The information does not give the appearance that COUNTY, its officers, employees, or
30 agencies endorse:

31 a. any commercial product or service; and,

32 b. any product or service provided by CONTRACTOR, unless approved in writing by
33 ADMINISTRATOR; and,

34 4. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
35 available social media sites) to publish information related to this Contract, CONTRACTOR shall develop
36 social media policies and procedures and have them available to ADMINISTRATOR. CONTRACTOR
37 shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media

1 developed in support of the services described within this Contract. The policy is available on the Internet
 2 at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

3 //

4 **XVIII. MAXIMUM OBLIGATION**

5 A. The Aggregate Maximum Obligation of COUNTY for services provided in accordance with this
 6 Contract is as specified in the Referenced Contract Provisions of this Contract. This specific Contract
 7 with CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation
 8 applies. It therefore is understood by the Parties that reimbursement to CONTRACTOR will be only a
 9 fraction of this Aggregate Maximum Obligation.

10 **XIX. MINIMUM WAGE LAWS**

11 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
 12 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal
 13 or California Minimum Wage to all its Covered Individuals (as defined within the “Compliance”
 14 paragraph of this Contract) that directly or indirectly provide services pursuant to this Contract, in any
 15 manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals providing
 16 services pursuant to this Contract be paid no less than the greater of the federal or California Minimum
 17 Wage.
 18

19 B. CONTRACTOR shall comply and verify that its Covered Individuals comply with all other
 20 federal and State of California laws for minimum wage, overtime pay, record keeping, and child labor
 21 standards pursuant to providing services pursuant to this Contract.

22 C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,
 23 where applicable, shall comply with the prevailing wage and related requirements, as provided for in
 24 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State
 25 of California (§§1770, et seq.), as it now exists or may hereafter be amended.

26 **XX. NONDISCRIMINATION**

27 **A. EMPLOYMENT**

28 1. During the term of this Contract, CONTRACTOR and its Covered Individuals (as defined in
 29 the “Compliance” paragraph of this Contract) shall not unlawfully discriminate against any employee or
 30 applicant for employment because of his/her race, religious creed, color, national origin, ancestry,
 31 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,
 32 gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally,
 33 during the term of this Contract, CONTRACTOR and its Covered Individuals shall require in its
 34 subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for
 35 employment because of his/her race, religious creed, color, national origin, ancestry, physical disability,
 36 mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,
 37

1 gender expression, age, sexual orientation, or military and veteran status.

2 2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or
3 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or
4 recruitment advertising, layoff or termination; rate of pay or other forms of compensation; and selection
5 for training, including apprenticeship.

6 3. CONTRACTOR shall not discriminate between employees with spouses and employees with
7 domestic partners, or discriminate between domestic partners and spouses of those employees, in the
8 provision of benefits.

9 4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for
10 employment, notices from ADMINISTRATOR and/or the United States Equal Employment Opportunity
11 Commission setting forth the provisions of the EOC.

12 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR
13 and/or subcontractor shall state that all qualified applicants will receive consideration for employment
14 without regard to race, religious creed, color, national origin, ancestry, physical disability, mental
15 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
16 expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed
17 fulfilled by use of the term EOE.

18 6. Each labor union or representative of workers with which CONTRACTOR and/or
19 subcontractor has a collective bargaining contract or other contract or understanding must post a notice
20 advising the labor union or workers' representative of the commitments under this Nondiscrimination
21 Paragraph and shall post copies of the notice in conspicuous places, available to employees and applicants
22 for employment.

23 **B. SERVICES, BENEFITS AND FACILITIES** – CONTRACTOR and/or subcontractor shall not
24 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
25 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability,
26 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,
27 age, sexual orientation, or military and veteran status in accordance with Title IX of the Education
28 Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964
29 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6,
30 Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act of
31 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated
32 pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be
33 hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination
34 includes, but is not limited to the following based on one or more of the factors identified above:

35 1. Denying a Client or potential Client any service, benefit, or accommodation.

36 2. Providing any service or benefit to a Client which is different or is provided in a different
37 manner or at a different time from that provided to other Clients.

1 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by
2 others receiving any service and/or benefit.

3 4. Treating a Client differently from others in satisfying any admission requirement or
4 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
5 any service and/or benefit.

6 5. Assignment of times or places for the provision of services.

7 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Clients
8 through a written statement that CONTRACTOR’s and/or subcontractor’s Clients may file all complaints
9 alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
10 ADMINISTRATOR.

11 1. Whenever possible, problems shall be resolved informally and at the point of service.
12 CONTRACTOR shall establish an internal informal problem resolution process for Clients not able to
13 resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with
14 CONTRACTOR either orally or in writing.

15 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as
16 to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.

17 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply with
18 the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented
19 in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et
20 seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination
21 against qualified persons with disabilities in all programs or activities, and if applicable, as implemented
22 in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding
23 legislation.

24 E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall
25 intimidate, coerce or take adverse action against any person for the purpose of interfering with rights
26 secured by federal or state laws, or because such person has filed a complaint, certified, assisted or
27 otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce
28 rights secured by federal or state law.

29 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state
30 law, this Contract may be canceled, terminated or suspended in whole or in part and CONTRACTOR or
31 subcontractor may be declared ineligible for further contracts involving federal, state or COUNTY funds.

32 **XXI. NOTICES**

34 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
35 authorized or required by this Contract shall be effective:

36 1. When written and deposited in the United States mail, first class postage prepaid and
37 addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise directed by

1 ADMINISTRATOR;

2 2. When faxed, transmission confirmed;

3 3. When sent by Email; or

4 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service,
5 or any other expedited delivery service.

6 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of this
7 Contract or as otherwise directed by ADMINISTRATOR and shall be effective when faxed, transmission
8 confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service,
9 or any other expedited delivery service.

10 C. CONTRACTOR shall notify ADMINISTRATOR, in writing, within twenty-four (24) hours of
11 becoming aware of any occurrence of a serious nature, which may expose COUNTY to liability. Such
12 occurrences shall include, but not be limited to, accidents, injuries, or acts of negligence, or loss or damage
13 to any COUNTY property in possession of CONTRACTOR.

14 D. For purposes of this Contract, any notice to be provided by COUNTY may be given by
15 ADMINISTRATOR.

16
17 **XXII.**

18 //

19 **XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

20 A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in whole
21 or in part by COUNTY, except for those events or meetings that are intended solely to serve Clients or
22 occur in the normal course of business.

23 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance of
24 any applicable public event or meeting. The notification must include the date, time, duration, location
25 and purpose of the public event or meeting. Any promotional materials or event related flyers must be
26 approved by ADMINISTRATOR prior to distribution.

27
28 **XXIV. RECORDS MANAGEMENT AND MAINTENANCE**

29 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term of
30 this Contract, prepare, maintain and manage records appropriate to the services provided and in
31 accordance with this Contract and all applicable requirements.

32 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for
33 which claims are submitted for reimbursement under this Contract and the charges thereto. Such records
34 shall include, but not be limited to, individual patient charts and utilization review records.

35 2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN
36 Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was
37 rendered, and such additional information as ADMINISTRATOR or DHCS may require.

1 3. CONTRACTOR shall maintain books, records, documents, accounting procedures and
2 practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature
3 claimed to have been incurred in the performance of this Contract and in accordance with Medicare
4 principles of reimbursement and GAAP.

5 4. CONTRACTOR shall ensure the maintenance of medical records required by §70747
6 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical
7 necessity of the service, and the quality of care provided. Records shall be maintained in accordance with
8 §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

9 B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards
10 to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in
11 violation of the HIPAA, federal and state regulations. CONTRACTOR shall mitigate to the extent
12 practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal or state
13 regulations and/or COUNTY policies.

14 C. CONTRACTOR's participant, client, and/or patient records shall be maintained in a secure
15 manner. CONTRACTOR shall maintain participant, client, and/or patient records and must establish and
16 implement written record management procedures.

17 D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the
18 termination of the Contract, unless a longer period is required due to legal proceedings such as litigations
19 and/or settlement of claims.

20 E. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years following
21 discharge of the participant, client and/or patient.

22 F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,
23 billings, and revenues available at one (1) location within the limits of Orange County. If CONTRACTOR
24 is unable to meet the record location criteria above, ADMINISTRATOR may provide written approval to
25 CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.

26 G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out
27 of, this Contract, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all
28 information that is requested by the PRA request.

29 H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that clients,
30 participants and/or patients be provided the right to access or receive a copy of their DRS and/or request
31 addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records maintained by or
32 for a covered entity that is:

33 1. The medical records and billing records about individuals maintained by or for a covered
34 health care provider;

35 2. The enrollment, payment, claims adjudication, and case or medical management record
36 systems maintained by or for a health plan; or

37 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

1 I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance
 2 with the terms of this Contract and common business practices. If documentation is retained
 3 electronically, CONTRACTOR shall, in the event of an audit or site visit:

4 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit
 5 or site visit.

6 2. Provide auditor or other authorized individuals access to documents via a computer terminal.

7 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if
 8 requested.

9 J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
 10 security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security
 11 of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or
 12 regulation, and copy ADMINISTRATOR on such notifications.

13 K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or
 14 security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall
 15 pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

16 **XXV. RESEARCH AND PUBLICATION**

17 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of,
 18 or developed, as a result of this Contract for the purpose of personal or professional research, or for
 19 publication.
 20

21 **XXVI.**

22 **. SEVERABILITY**

23 If a court of competent jurisdiction declares any provision of this Contract or application thereof to
 24 any person or circumstances to be invalid or if any provision of this Contract contravenes any federal,
 25 state or county statute, ordinance, or regulation, the remaining provisions of this Contract or the
 26 application thereof shall remain valid, and the remaining provisions of this Contract shall remain in full
 27 force and effect, and to that extent the provisions of this Contract are severable.
 28

29 **XXVII. SPECIAL PROVISIONS**

30 A. CONTRACTOR shall not use the funds provided by means of this Contract for the following
 31 purposes:
 32

33 1. Making cash payments to intended recipients of services through this Contract.

34 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
 35 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use
 36 of appropriated funds to influence certain federal contracting and financial transactions).

37 3. Fundraising.

1 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
 2 CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of
 3 Directors or governing body.

4 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body
 5 for expenses or services.

6 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
 7 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
 8 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.

9 7. Paying an individual salary or compensation for services at a rate in excess of the current
 10 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule
 11 may be found at www.opm.gov.

12 8. Severance pay for separating employees.

13 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
 14 codes and obtaining all necessary building permits for any associated construction.

15 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR
 16 shall not use the funds provided by means of this Contract for the following purposes:

17 1. Funding travel or training (excluding mileage or parking).

18 2. Making phone calls outside of the local area unless documented to be directly for the purpose
 19 of Client care.

20 3. Payment for grant writing, consultants, certified public accounting, or legal services.

21 4. Purchase of artwork or other items that are for decorative purposes and do not directly
 22 contribute to the quality of services to be provided pursuant to this Contract.

23 **XXVIII. STATUS OF CONTRACTOR**

24 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
 25 wholly responsible for the manner in which it performs the services required of it by the terms of this
 26 Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants
 27 employed by CONTRACTOR. This Contract shall not be construed as creating the relationship of
 28 employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of
 29 CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors.
 30 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants,
 31 volunteers, interns, or subcontractors as they relate to the services to be provided during the course and
 32 scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers, interns, or
 33 subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and shall not be
 34 considered in any manner to be COUNTY's employees.

35 //

36 **XXIX. TAX LIABILITY**

1 CONTRACTOR shall report all income and pay all applicable federal, state, and local income taxes
 2 or similar levies as a result of any monies paid CONTRACTOR pursuant to this Contract.
 3 CONTRACTOR shall indemnify, defend and hold COUNTY harmless from all liability, claims, losses,
 4 demands, including defense costs and attorney fees, whether resulting from court action or otherwise, in
 5 the event that any taxing authority or other agency attempts to obtain from COUNTY any such monies,
 6 penalties, and/or interest imposed resulting from any failure of CONTRACTOR to comply with the
 7 provisions of this paragraph.

8 9 **XXX. TERM**

10 A. The term of this Contract shall commence as specified in the Referenced Contract Provisions of
 11 this Contract or the execution date, whichever is later. This Contract shall terminate as specified in the
 12 Referenced Contract Provisions of this Contract unless otherwise sooner terminated as provided in this
 13 Contract. CONTRACTOR shall perform such duties as would normally extend beyond this term,
 14 including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting,
 15 and accounting.

16 B. Any administrative duty or obligation to be performed pursuant to this Contract on a weekend or
 17 holiday may be performed on the next regular business day.

18 19 **XXXI. TERMINATION**

20 A. CONTRACTOR is responsible for meeting all programmatic and administrative contracted
 21 objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject to the issuance
 22 of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet goals and
 23 expectations, and/or for non-compliance. If CAPs are not completed within timeframe as determined by
 24 ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the
 25 Contract could be terminated.

26 B. COUNTY may terminate this Contract immediately, upon written notice, on the occurrence of
 27 any of the following events:

- 28 1. The loss by CONTRACTOR of legal capacity.
- 29 2. Cessation of services.
- 30 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
 31 another entity without the prior written consent of COUNTY.
- 32 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
 33 required pursuant to this Contract.
- 34 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this
 35 Contract.
- 36 6. The continued incapacity of any physician or licensed person to perform duties required
 37 pursuant to this Contract.

1 7. Unethical conduct or malpractice by any physician or licensed person providing services
2 pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR
3 removes such physician or licensed person from serving persons treated or assisted pursuant to this
4 Contract.

5 8. COUNTY may terminate the contract immediately, if performance measures are not met.

6 C. CONTINGENT FUNDING

7 1. Any obligation of COUNTY under this Contract is contingent upon the following:

8 a. The continued availability of federal, state and county funds for reimbursement of
9 COUNTY's expenditures, and

10 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
11 approved by the Board of Supervisors.

12 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
13 terminate or renegotiate this Contract upon thirty (30) calendar days' written notice given
14 CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding,
15 CONTRACTOR shall not be obligated to accept the renegotiated terms.

16 D. In the event this Contract is suspended or terminated prior to the completion of the term as
17 specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its sole
18 discretion, reduce the Aggregate Maximum Obligation of this Contract to be consistent with the reduced
19 term of the Contract.

20 E. In the event this Contract is terminated CONTRACTOR shall do the following:

21 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is
22 consistent with recognized standards of quality care and prudent business practice.

23 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
24 performance during the remaining contract term.

25 3. Until the date of termination, continue to provide the same level of service required by this
26 Contract.

27 4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR,
28 upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an
29 orderly transfer.

30 5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with
31 Client's best interests.

32 6. If records are to be transferred to COUNTY, pack and label such records in accordance with
33 directions provided by ADMINISTRATOR.

34 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and
35 supplies purchased with funds provided by COUNTY.

36 8. To the extent services are terminated, cancel outstanding commitments covering the
37 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding

1 commitments which relate to personal services. With respect to these canceled commitments,
 2 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
 3 arising out of such cancellation of commitment which shall be subject to written approval of
 4 ADMINISTRATOR.

5 9. Provide written notice of termination of services to each Client being served under this
 6 Contract, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of
 7 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars
 8 day period.

9 F. COUNTY may terminate this Contract, without cause, upon thirty (30) calendar days' written
 10 notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
 11 exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

12 **XXXII. THIRD PARTY BENEFICIARY**

13 Neither Party hereto intends that this Contract shall create rights hereunder in third parties including,
 14 but not limited to, any subcontractors or any Clients provided services pursuant to this Contract.
 15

16 **XXXIII. WAIVER OF DEFAULT OR BREACH**

17 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
 18 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
 19 Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default
 20 or any breach by CONTRACTOR shall not be considered a modification of the terms of this Contract.
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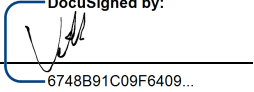
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PARA XXXIV. SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Contract, in the County of Orange, State of California.

ORBIT HEALTH, A PROFESSIONAL CORPORATION

BY: Arshya Vahabzadeh M.D.  DATED: 3/13/2023

TITLE: Chief Executive Officer

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____
PURCHASING AGENT/DESIGNEE

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

BY: _____ DATED: _____
DEPUTY

If CONTRACTOR is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. If the Contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the Board of Directors has empowered said authorized individual to act on its behalf by his or her signature alone is required by ADMINISTRATOR.

EXHIBIT A
 TO CONTRACT FOR PROVISION OF
 CORRECTIONAL HEALTH REGISTRY STAFFING SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 ORBIT HEALTH, A PROFESSIONAL CORPORATION

May 9, 2023 through May 8, 2026

I. PAYMENTS

A. For reimbursement of Registry services provided in accordance with Paragraph III of this Exhibit A to the Contract, CONTRACTOR shall submit its invoices to ADMINISTRATOR. CONTRACTOR's invoice shall be on a form approved or supplied by ADMINISTRATOR and provide such information as is required by ADMINISTRATOR. Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of the correctly completed invoice form.

B. COUNTY shall reimburse CONTRACTOR monthly in arrears as fee for service at the following rates:

Registry Staffing Services	Hourly Rates
Registered Nurse (RN)	N/A
Licensed Vocational Nurse (LVN)	N/A
Medical Assistant (MA)	N/A
Marriage Family Therapist	\$122.00
Clinical Social Worker	\$125.00
Psychologist	\$133.00
Pharmacist	N/A
Pharmacy Technician	N/A

a. Provided, however, that the total of such payments does not exceed COUNTY's Aggregate Maximum Obligation and, provided further, that CONTRACTOR's costs are reimbursable pursuant to county, state, and federal regulations.

C. All billings to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, books, vouchers, payrolls, schedules for allocating costs, journals, time sheets, invoices, bank statements, canceled checks, receipts, receiving records, and

1 records of services provided.

2 D. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with
3 any provision of the Contract.

4 5 **II. RECORDS**

6 A. CONTRACTOR shall maintain records that are adequate to substantiate the services for which
7 claims are submitted for reimbursement under this Contract and the charges thereto. Such records shall
8 include, but not be limited to, staffing schedules and utilization review records, as required.

9 B. All records and clinical notes performed in accordance with the Contract shall be, and shall
10 remain, the property of COUNTY and shall not be removed or transferred from COUNTY.

11 C. CONTRACTOR shall maintain books, records, documents, and other evidence, accounting
12 procedures, and practices sufficient to reflect properly all direct and indirect cost of whatever nature
13 claimed to have been incurred in the performance of this Contract.

14 15 **III. REPORTS**

16 A. CONTRACTOR shall submit, on forms provided or approved by ADMINISTRATOR, financial
17 and/or programmatic reports related to CONTRACTOR's services pursuant to this Contract, if requested
18 by ADMINISTRATOR. ADMINISTRATOR will be specific as to the nature of the information requested
19 and allow thirty (30) calendar days for CONTRACTOR to respond.

20 B. FISCAL – Monthly fiscal reports, submitted with CONTRACTOR's billings, which shall
21 include, at a minimum, number of staff hours worked.

22 C. PROGRAMMATIC – Periodic programmatic reports on forms provided or approved by
23 ADMINISTRATOR, which shall include, a description of CONTRACTOR's progress in implementing
24 the provisions of this Contract; any pertinent facts or interim findings; staff changes; and status of licenses
25 and/or certifications. CONTRACTOR shall report on whether or not it is progressing satisfactorily in
26 achieving all the terms of the Contract, and if not, shall specify what steps will be taken to achieve
27 satisfactory progress. These periodic programmatic reports shall be submitted according to the timeline
28 specified by ADMINISTRATOR.

29 D. ADDITIONAL REPORTS – CONTRACTOR shall make additional reports, as required by
30 ADMINISTRATOR, concerning CONTRACTOR's activities as they affect the services hereunder.
31 ADMINISTRATOR will be specific as to the nature of information requested and allow thirty (30)
32 calendar days for CONTRACTOR to respond.

33 E. All records and reports submitted to ADMINISTRATOR shall become the property of COUNTY.

34 F. ADMINISTRATOR and CONTRACTOR may mutually agree, in writing, to modify the Reports
35 Paragraph of this Exhibit A to the Contract.

36 37 **IV. SERVICES**

1 A. TARGET POPULATION

2 COUNTY is mandated to provide medical care to persons in COUNTY's custody pursuant to State of
3 California Penal Code Sections 4011 and 4015 and Government Code Section 29602. The Correctional
4 Health Services (CHS) division of COUNTY's Health Care Agency's (HCA) is the designated provider
5 of health care to adult persons in custody on behalf of the Orange County Sheriff's Department (OCSD)
6 and youth on behalf of the Orange County Probation Department.

7 B. SERVICES TO BE PROVIDED

8 CONTRACTOR shall provide services that include the following:

9 1. CONTRACTOR shall provide temporary on-site health registry clinical staff ("Personnel")
10 as requested by COUNTY for the provision of healthcare services within COUNTY's adult correctional
11 and juvenile detention facilities.

12 2. CONTRACTOR shall provide health care professionals working within the scope of their
13 licensure to provide direct patient care services to custody patients in accordance with applicable laws and
14 regulations for adults and youth in COUNTY's detention facilities.

15 3. The Orange County jail/detention facilities are 24/7 operations, including weekends and
16 holidays. CONTRACTOR shall provide Personnel for coverage on weekends and holidays as requested
17 by ADMINISTRATOR. Scheduling of shifts is at the discretion of ADMINISTRATOR and based on
18 operational need. Facilities and shifts may change based on ADMINISTRATOR'S discretion.

19 C. PERFORMANCE OBJECTIVES

20 CONTRACTOR shall ensure that the following performance objectives are met:

21 1. Monthly utilization reports on staffing provided, hours worked, disciplines provided, to
22 include missed appointments due to CONTRACTOR issues.

23 2. Any additional reports as clinical and utilization issues arise and/or as requested by
24 COUNTY.

25 D. STAFFING REQUIREMENTS

26 CONTRACTOR's staffing capability shall include the following:

27 1. CONTRACTOR shall provide clinical health care professional personnel to staff shifts
28 providing medical care to persons in COUNTY's custody, as determined by COUNTY to meet operational
29 needs of COUNTY's adult correctional and juvenile detention facilities. CONTRACTOR's Personnel
30 shall be available to work any day and any time of day, including holidays and weekends, to support the
31 24/7 facility operations.

32 a. CONTRACTOR shall provide clinical health care professional personnel with the
33 following classifications: registered nurse, licensed vocational nurse, medical assistant, marriage family
34 therapist, clinical social worker, psychologist, pharmacy technician, pharmacist.

35 2. CONTRACTOR's Personnel shall work within the scope of their licensure providing direct
36 patient care, in accordance with ADMINISTRATOR's policies and procedures.

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3. CONTRACTOR shall provide point of contacts for administrative oversight, including contacts available during normal business hours and after normal business hours. CONTRACTOR shall respond within one (1) hour for urgent requests and four (4) hours for routine requests.

4. CONTRACTOR shall provide schedules for shifts requested by COUNTY to ADMINISTRATOR at a minimum of four (4) weeks in advance. CONTRACTOR shall provide additional Personnel to cover planned and unexpected employee absences. CONTRACTOR shall monitor attendance of employees and address inconsistent attendance.

5. All CONTRACTOR Personnel and future CONTRACTOR Personnel hired during the term of this Contract who perform services at any COUNTY detention facility must pass a thorough background investigation conducted to the satisfaction of the Orange County Sheriff's Department and/or Orange County Probation Department before the start of the Contract or before the start of performance under this Contract. CONTRACTOR Personnel who do not pass the background check shall not perform services under this Contract.

6. All CONTRACTOR Personnel not assigned within a designated COUNTY facility but with a business need to work within a designated COUNTY facility shall complete and maintain an active security clearance conducted by OCSD or Probation prior to performing services under this Contract. Security clearances allow CONTRACTOR Personnel to be escorted within the designated COUNTY facility to conduct necessary business. Security clearances must be renewed bi-annually or as determined by OCSD or Probation.

7. CONTRACTOR shall maintain required records for its employees, including verification of credentials, current licensures, certificates, work schedules and make copies available for display at workplace.

8. CONTRACTOR shall provide and maintain current list of its designated COUNTY facility assigned Personnel and shall advise ADMINISTRATOR of any of CONTRACTOR's Personnel changes, additions, and terminations/separations within a reasonable period of time from the date of such changes, additions, and terminations/separations. Any identification cards/keys issued to CONTRACTOR's Personnel to gain access to COUNTY's facilities shall be surrendered to CHS Administration as soon as possible after the Personnel is no longer assigned to a designated COUNTY facility.

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EXHIBIT B**BUSINESS ASSOCIATE CONTRACT****A. GENERAL PROVISIONS AND RECITALS**

1. The Parties agree that the terms used, but not otherwise defined below in Paragraph B, 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 their implementing regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") as they may exist now or be hereafter amended.

2. 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 No. MA-042-23010699 that are described in the definition of "Business Associate" in 45 CFR § 160.103.

3. The County wishes to disclose to Contractor certain information pursuant to the terms of the Contract No. MA-042-23010699, some of which may constitute Protected Health Information ("PHI"), as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Contract No. MA-042-23010699.

4. 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 No. MA-042-23010699 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.

5. 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.

1 6. The Parties understand that the HIPAA Privacy and Security rules, as
2 defined below in Subparagraphs B.9 and B.14, apply to the Contractor in the same
3 manner as they apply to a covered entity (County). Contractor agrees therefore to be in
4 compliance at all times with the terms of this Business Associate Contract and the
5 applicable standards, implementation specifications, and requirements of the Privacy and
6 the Security rules, as they may exist now or be hereafter amended, with respect to PHI
7 and electronic PHI created, received, maintained, transmitted, used, or disclosed
8 pursuant to the Contract No. MA-042-23010691.

9
10 B. DEFINITIONS

11
12 1. “Administrative Safeguards” are administrative actions, and policies and
13 procedures, to manage the selection, development, implementation, and maintenance of
14 security measures to protect electronic PHI and to manage the conduct of Contractor’s
15 workforce in relation to the protection of that information.

16 2. “Breach” means the acquisition, access, use, or disclosure of PHI in a
17 manner not permitted under the HIPAA Privacy Rule which compromises the security or
18 privacy of the PHI.

19
20 a. Breach excludes:

21
22 i. Any unintentional acquisition, access, or use of PHI by a
23 workforce member or person acting under the authority of Contractor or County , if such
24 acquisition, access, or use was made in good faith and within the scope of authority and
25 does not result in further use or disclosure in a manner not permitted under the Privacy
26 Rule.

27
28 ii. Any inadvertent disclosure by a person who is authorized to
29 access PHI at Contractor to another person authorized to access PHI at the Contractor,
30 or organized health care arrangement in which County participates, and the information
31 received as a result of such disclosure is not further used or disclosed in a manner not
32 permitted under the HIPAA Privacy Rule.

33
34 iii. A disclosure of PHI where Contractor or County has a good
35 faith belief that an unauthorized person to whom the disclosure was made would not
36 reasonably have been able to retain such information.

1 b. Except as provided in paragraph (a) of this definition, an acquisition,
2 access, use, or disclosure of PHI in a manner not permitted under the HIPAA Privacy
3 Rule is presumed to be a breach unless Contractor demonstrates that there is a low
4 probability that the PHI has been compromised based on a risk assessment of at least
5 the following factors:

6
7 i. The nature and extent of the PHI involved, including the types
8 of identifiers and the likelihood of re-identification;

9
10 ii. The unauthorized person who used the PHI or to whom the
11 disclosure was made;

12
13 iii. Whether the PHI was actually acquired or viewed; and

14
15 iv. The extent to which the risk to the PHI has been mitigated.
16

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18 3. “Data Aggregation” shall have the meaning given to such term under the
19 HIPAA Privacy Rule in 45 CFR § 164.501.

20
21 4. “Designated Record Set” shall have the meaning given to such term under
22 the HIPAA Privacy Rule in 45 CFR § 164.501.

23
24 5. “Disclosure” shall have the meaning given to such term under the HIPAA
25 regulations in 45 CFR § 160.103.

26
27 6. “Health Care Operations” shall have the meaning given to such term under
28 the HIPAA Privacy Rule in 45 CFR § 164.501.

29
30 7. “Individual” shall have the meaning given to such term under the HIPAA
31 Privacy Rule in 45 CFR § 160.103 and shall include a person who qualifies as a personal
32 representative in accordance with 45 CFR § 164.502(g).

33 8. “Physical Safeguards” are physical measures, policies, and procedures to
34 protect Contractor’s electronic information systems and related buildings and equipment,
35 from natural and environmental hazards, and unauthorized intrusion.
36

37

1 9. "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually
2 Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.

3
4 10. "Protected Health Information" or "PHI" shall have the meaning given to
5 such term under the HIPAA regulations in 45 CFR § 160.103.

6
7 11. "Required by Law" shall have the meaning given to such term under the
8 HIPAA Privacy Rule in 45 CFR § 164.103.

9
10 12. "Secretary" shall mean the Secretary of the Department of Health and
11 Human Services or his or her designee.

12
13 13. "Security Incident" means attempted or successful unauthorized access,
14 use, disclosure, modification, or destruction of information or interference with system
15 operations in an information system. "Security incident" does not include trivial incidents
16 that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate
17 computer networks or servers maintained by Contractor.

18
19 14. "The HIPAA Security Rule" shall mean the Security Standards for the
20 Protection of electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and
21 C.

22
23 15. "Subcontractor" shall have the meaning given to such term under the HIPAA
24 regulations in 45 CFR § 160.103.

25
26 16. "Technical safeguards" means the technology and the policy and
27 procedures for its use that protect electronic PHI and control access to it.

28
29 17. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered
30 unusable, unreadable, or indecipherable to unauthorized individuals through the use of a
31 technology or methodology specified by the Secretary of Health and Human Services in
32 the guidance issued on the HHS Web site.

33
34 18. "Use" shall have the meaning given to such term under the HIPAA
35 regulations in 45 CFR § 160.103.

1 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS
2 ASSOCIATE:

3
4 1. Contractor agrees not to use or further disclose PHI County discloses to
5 Contractor other than as permitted or required by this Business Associate Contract or as
6 required by law.

7
8 2. Contractor agrees to use appropriate safeguards, as provided for in this
9 Business Associate Contract and the Contract No. MA-042-23010691, to prevent use or
10 disclosure of PHI County discloses to Contractor or Contractor creates, receives,
11 maintains, or transmits on behalf of County other than as provided for by this Business
12 Associate Contract.

13
14 3. Contractor agrees to comply with the HIPAA Security Rule at Subpart C of
15 45 CFR Part 164 with respect to electronic PHI County discloses to Contractor or
16 Contractor creates, receives, maintains, or transmits on behalf of County.

17 4. Contractor agrees to mitigate, to the extent practicable, any harmful effect
18 that is known to Contractor of a Use or Disclosure of PHI by Contractor in violation of the
19 requirements of this Business Associate Contract.

20
21 5. Contractor agrees to report to County immediately any Use or Disclosure of PHI
22 not provided for by this Business Associate Contract of which Contractor becomes aware.
23 Contractor must report Breaches of Unsecured PHI in accordance with Paragraph E
24 below and as required by 45 CFR § 164.410.

25
26 6. Contractor agrees to ensure that any Subcontractors that create, receive,
27 maintain, or transmit PHI on behalf of Contractor agree to the same restrictions and
28 conditions that apply through this Business Associate Contract to Contractor with respect
29 to such information.

30
31 7. Contractor agrees to provide access, within fifteen (15) calendar days of
32 receipt of a written request by County, to PHI in a Designated Record Set, to County or,
33 as directed by County, to an Individual in order to meet the requirements under 45 CFR
34 § 164.524.

35
36 8. Contractor agrees to make any amendment(s) to PHI in a Designated
37 Record Set that County directs or agrees to pursuant to 45 CFR § 164.526 at the request

1 of County or an Individual, within thirty (30) calendar days of receipt of said request by
2 County. Contractor agrees to notify County in writing no later than ten (10) calendar days
3 after said amendment is completed.

4
5 9. Contractor agrees to make internal practices, books, and records, including
6 policies and procedures, relating to the use and disclosure of PHI received from, or
7 created or received by Contractor on behalf of, County available to County and the
8 Secretary in a time and manner as determined by County or as designated by the
9 Secretary for purposes of the Secretary determining County's compliance with the HIPAA
10 Privacy Rule.

11
12 10. Contractor agrees to document any Disclosures of PHI County discloses to
13 Contractor or Contractor creates, receives, maintains, or transmits on behalf of County,
14 and to make information related to such Disclosures available as would be required for
15 County to respond to a request by an Individual for an accounting of Disclosures of PHI
16 in accordance with 45 CFR § 164.528.

17
18 11. Contractor agrees to provide County or an Individual, as directed by County,
19 in a time and manner to be determined by County, that information collected in
20 accordance with the Contract No. MA-042-23010691, in order to permit County to
21 respond to a request by an Individual for an accounting of Disclosures of PHI in
22 accordance with 45 CFR § 164.528.

23
24 12. Contractor agrees that to the extent Contractor carries out County's
25 obligation under the HIPAA Privacy and/or Security rules Contractor shall comply with the
26 requirements of 45 CFR Part 164 that apply to County in the performance of such
27 obligation.

28
29 13. Contractor shall work with County upon notification by Contractor to County
30 of a Breach to properly determine if any Breach exclusions exist as defined in
31 Subparagraph B.2.a above.

32 33 D. SECURITY RULE

34
35 1. Contractor shall comply with the requirements of 45 CFR § 164.306 and
36 establish and maintain appropriate Administrative, Physical and Technical Safeguards in
37 accordance with 45 CFR § 164.308, § 164.310, § 164.312, and § 164.316 with respect to

1 | electronic PHI County discloses to Contractor or Contractor creates, receives, maintains,
 2 | or transmits on behalf of County. Contractor shall follow generally accepted system
 3 | security principles and the requirements of the HIPAA Security Rule pertaining to the
 4 | security of electronic PHI.

5 |
 6 | 2. Contractor shall ensure that any subcontractors that create, receive, maintain, or
 7 | transmit electronic PHI on behalf of Contractor agree through a contract with Contractor
 8 | to the same restrictions and requirements contained in this Paragraph D of this Business
 9 | Associate Contract.

10 |
 11 | 3. Contractor shall report to County immediately any Security Incident of which
 12 | it becomes aware. Contractor shall report Breaches of Unsecured PHI in accordance with
 13 | Paragraph E below and as required by 45 CFR § 164.410.

14 |
 15 | E. BREACH DISCOVERY AND NOTIFICATION

16 |
 17 | 1. Following the discovery of a Breach of Unsecured PHI, Contractor shall
 18 | notify County of such Breach, however both Parties agree to a delay in the notification if
 19 | so advised by a law enforcement official pursuant to 45 CFR § 164.412.

20 |
 21 | a. A Breach shall be treated as discovered by Contractor as of the first
 22 | day on which such Breach is known to Contractor or, by exercising reasonable diligence,
 23 | would have been known to Contractor.

24 |
 25 | b. Contractor shall be deemed to have knowledge of a Breach, if the
 26 | Breach is known, or by exercising reasonable diligence would have known, to any person
 27 | who is an employee, officer, or other agent of Contractor, as determined by federal
 28 | common law of agency.

29 |
 30 | 2. Contractor shall provide the notification of the Breach immediately to the
 31 | County Privacy Officer at:

32 OCIT CEO SECURITY County Privacy 33 Officer	HCA Information Technology Security Officer
34 Linda Le, CHPC, CHC, CHP 35 1501 E. St. Andrews Place 36 Santa Ana, CA 92705 37 Office: (714) 834-4082	David Castellanos 200 W. Santa Ana Blvd., 10th Floor Santa Ana, CA 92701 (714) 834-3433

1 E-Mail: linda.le@ceoit.ocgov.com

dcastellanos@ochca.com

2 privacyofficerinbox@ceoit.ocgov.com

3
4 a. Contractor's notification may be oral, but shall be followed by written
5 notification within twenty-four (24) hours of the oral notification.

6
7 3. Contractor's notification shall include, to the extent possible:

8
9 a. The identification of each Individual whose Unsecured PHI has
10 been, or is reasonably believed by Contractor to have been, accessed, acquired, used,
11 or disclosed during the Breach;

12
13 b. Any other information that County is required to include in the
14 notification to Individual under 45 CFR §164.404 (c) at the time Contractor is required to
15 notify County or promptly thereafter as this information becomes available, even after the
16 regulatory sixty (60) day period set forth in 45 CFR § 164.410 (b) has elapsed, including:

17
18 (1) A brief description of what happened, including the date of the
19 Breach and the date of the discovery of the Breach, if known;

20
21 (2) A description of the types of Unsecured PHI that were involved in the Breach (such
22 as whether full name, social security number, date of birth, home address, account
23 number, diagnosis, disability code, or other types of information were involved);

24
25 (3) Any steps Individuals should take to protect themselves from
26 potential harm resulting from the Breach;

27
28 (4) A brief description of what Contractor is doing to investigate
29 the Breach, to mitigate harm to Individuals, and to protect against any future Breaches;
30 and

31
32 (5) Contact procedures for Individuals to ask questions or learn
33 additional information, which shall include a toll-free telephone number, an e-mail
34 address, Web site, or postal address.

35
36
37

1 4. County may require Contractor to provide notice to the Individual as
2 required in 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the
3 sole discretion of the County.

4
5 5. In the event that Contractor is responsible for a Breach of Unsecured PHI
6 in violation of the HIPAA Privacy Rule, Contractor shall have the burden of demonstrating
7 that Contractor made all notifications to County consistent with this Paragraph E and as
8 required by the Breach notification regulations, or, in the alternative, that the acquisition,
9 access, use, or disclosure of PHI did not constitute a Breach.

10
11 6. Contractor shall maintain documentation of all required notifications of a
12 Breach or its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did
13 not occur.

14
15 7. Contractor shall provide to County all specific and pertinent information
16 about the Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet
17 provided, to permit County to meet its notification obligations under Subpart D of 45 CFR
18 Part 164 as soon as practicable, but in no event later than fifteen (15) calendar days after
19 Contractor's initial report of the Breach to County pursuant to Subparagraph E.2 above.

20
21 8. Contractor shall continue to provide all additional pertinent information
22 about the Breach to County as it may become available, in reporting increments of five
23 (5) business days after the last report to County. Contractor shall also respond in good
24 faith to any reasonable requests for further information, or follow-up information after
25 report to County, when such request is made by County.

26
27 9. Contractor shall bear all expense or other costs associated with the Breach
28 and shall reimburse County for all expenses County incurs in addressing the Breach and
29 consequences thereof, including costs of investigation, notification, remediation,
30 documentation or other costs associated with addressing the Breach.

31 **F. PERMITTED USES AND DISCLOSURES BY CONTRACTOR**

32
33 1. Contractor may use or further disclose PHI County discloses to Contractor
34 as necessary to perform functions, activities, or services for, or on behalf of, County as
35 specified in the Contract No. MA-042-23010691, provided that such use or Disclosure
36 would not violate the HIPAA Privacy Rule if done by County except for the specific Uses
37 and Disclosures set forth below.

1
2 a. Contractor may use PHI County discloses to Contractor, if necessary, for the
3 proper management and administration of Contractor.

4
5 b. Contractor may disclose PHI County discloses to Contractor for the
6 proper management and administration of Contractor or to carry out the legal
7 responsibilities of Contractor, if:

8
9 i. The Disclosure is required by law; or

10
11 ii. Contractor obtains reasonable assurances from the person to
12 whom the PHI is disclosed that it will be held confidentially and used or further disclosed
13 only as required by law or for the purposes for which it was disclosed to the person and
14 the person immediately notifies Contractor of any instance of which it is aware in which
15 the confidentiality of the information has been breached.

16
17 c. Contractor may use or further disclose PHI County discloses to
18 Contractor to provide Data Aggregation services relating to the Health Care Operations
19 of Contractor.

20
21 2. Contractor may use PHI County discloses to Contractor, if necessary, to
22 carry out legal responsibilities of Contractor.

23
24 3. Contractor may use and disclose PHI County discloses to Contractor
25 consistent with the minimum necessary policies and procedures of County.

26
27 4. Contractor may use or disclose PHI County discloses to Contractor as
28 required by law.

29
30 G. OBLIGATIONS OF COUNTY

31
32 1. County shall notify Contractor of any limitation(s) in County's notice of
33 privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation
34 may affect Contractor's Use or Disclosure of PHI.

1 2. County shall notify Contractor of any changes in, or revocation of, the
2 permission by an Individual to use or disclose his or her PHI, to the extent that such
3 changes may affect Contractor's Use or Disclosure of PHI.

4
5 3. County shall notify Contractor of any restriction to the Use or Disclosure of
6 PHI that County has agreed to in accordance with 45 CFR § 164.522, to the extent that
7 such restriction may affect Contractor's Use or Disclosure of PHI.

8
9 4. County shall not request Contractor to use or disclose PHI in any manner
10 that would not be permissible under the HIPAA Privacy Rule if done by County.

11
12 H. BUSINESS ASSOCIATE TERMINATION

13
14 1. Upon County's knowledge of a material breach or violation by Contractor of
15 the requirements of this Business Associate Contract, County shall:

16
17 a. Provide an opportunity for Contractor to cure the material breach or
18 end the violation within thirty (30) business days; or

19
20 b. Immediately terminate the Contract No. MA-042-23010691, if Contractor is
21 unwilling or unable to cure the material breach or end the violation within thirty (30) days,
22 provided termination of the Contract No. MA-042-23010691 is feasible.

23
24 2. Upon termination of the Contract No. MA-042-23010699, Contractor shall
25 either destroy or return to County all PHI Contractor received from County or Contractor
26 created, maintained, or received on behalf of County in conformity with the HIPAA Privacy
27 Rule.

28
29 a. This provision shall apply to all PHI that is in the possession of
30 Subcontractors or agents of Contractor.

31
32 b. Contractor shall retain no copies of the PHI.

33
34 c. In the event that Contractor determines that returning or destroying
35 the PHI is not feasible, Contractor shall provide to County notification of the conditions
36 that make return or destruction infeasible. Upon determination by County that return or
37 destruction of PHI is infeasible, Contractor shall extend the protections of this Business

1 Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to
2 those purposes that make the return or destruction infeasible, for as long as Contractor
3 maintains such PHI.

4
5 3. The obligations of this Business Associate Contract shall survive the
6 termination of the Contract No. MA-042-23010691.

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