

1 CONTRACT FOR PROVISION OF
2 PREVENTION SERVICES AND SUPPORTS FOR FAMILIES
3 BETWEEN
4 COUNTY OF ORANGE

5 AND
6 THE PRIORITY CENTER, ENDING THE GENERATIONAL CYCLE OF TRAUMA, INC.
7 JULY 1, 2023 THROUGH JUNE 30, 2026

8
9 THIS CONTRACT entered into this 1st day of July 2023 (effective date), is by and between the
10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY) and
11 The Priority Center Ending the Generational Cycle of Trauma, a California non-profit
12 (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually
13 as "Party" or collectively as "Parties." This Contract shall be administered by the Director of the
14 COUNTY's Health Care Agency or an authorized designee ("ADMINISTRATOR").

15
16 **W I T N E S E T H:**

17
18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Prevention
19 Services and Supports for Families described herein to the residents of Orange County; 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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TABLE OF CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

| <u>PARAGRAPH</u> | <u>PAGE</u> |
|--|--------------------|
| Title Page..... | 1 |
| Table of Contents | 2 |
| Referenced Contract Provisions | 4 |
| I. Acronyms | 5 |
| II. Alteration of Terms | 6 |
| III. Assignment of Debts..... | 6 |
| IV. Compliance | 6 |
| V. Confidentiality..... | 10 |
| VI. Conflict of Interest | 11 |
| VII. Cost Report..... | 11 |
| VIII. Delegation, Assignment and Subcontracts..... | 13 |
| IX. Dispute Resolution | 15 |
| X. Employee Eligibility Verification | 16 |
| XI. Equipment | 16 |
| XII. Facilities, Payments and Services..... | 17 |
| XIII. Indemnification and Insurance | 17 |
| XIV. Inspections and Audits..... | 21 |
| XV. Licenses and Laws | 22 |
| XVI. Literature, Advertisements, and Social Media..... | 23 |
| XVII. Maximum Obligation..... | 24 |
| XVIII. Minimum Wage Laws | 24 |
| XIX. Nondiscrimination..... | 25 |
| XX. Notices..... | 27 |
| XXI. Notification of Death | 28 |
| XXII. Notification of Public Events and Meetings | 28 |
| XXIII. Records Management and Maintenance | 28 |
| XXIV. Research and Publication..... | 30 |
| XXV. Revenue | 30 |
| XXVI. Severability..... | 31 |
| XXVII. Special Provisions | 31 |
| XXVIII. Status of Contractor | 32 |
| XXIX. Term | 32 |
| XXX. Termination | 33 |
| XXXI. Third Party Beneficiary | 34 |

| | | |
|---|---|----|
| 1 | XXXII. Waiver of Default or Breach..... | 35 |
| 2 | XXXIII. Signature Page..... | 36 |

TABLE OF CONTENTS

EXHIBIT A **PAGE**

| | |
|---|---|
| I. Prevention Services and Supports for Families to be Provided by Contractor | 1 |
|---|---|

EXHIBIT B **PAGE**

| | |
|---------------------------------------|---|
| I. Common Terms and Definitions | 1 |
|---------------------------------------|---|

EXHIBIT E **PAGE**

| | |
|---------------------------------|---|
| I. Services to be Provided..... | 1 |
| II. Budget | 1 |
| III. Payments | 2 |
| IV. Reports..... | 3 |
| V. Services | 4 |
| VI. Staffing | 8 |

EXHIBIT F **PAGE**

| | |
|-------------------------------------|---|
| I. Business Associate Contract..... | 1 |
|-------------------------------------|---|

EXHIBIT G **PAGE**

| | |
|--|---|
| I. Personal Information Privacy and Security Contract..... | 1 |
|--|---|

25 //
 26 //
 27 //
 28 //
 29 //
 30 //
 31 //
 32 //
 33 //
 34 //
 35 //
 36 //
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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2023 through June 30, 2026

Period One means the period from July 1, 2023 through June 30, 2024

Period Two means the period from July 1, 2024 through June 30, 2025

Period Three means the period from July 1, 2025 through June 30, 2026

Maximum Obligation:

Period One Aggregate Maximum Obligation: \$ 4,385,840

Period Two Aggregate Maximum Obligation: 4,438,955

Period Three Aggregate Maximum Obligation: 4,496,416

TOTAL AGGREGARE MAXIMUM OBLIGATION: \$ 13,321,211

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR UEI Number: VBZFQRJXHYK4

CONTRACTOR TAX ID Number: 33-0013237

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Lisa Fujimoto, Executive Director
The Priority Center Ending the Generational Cycle of Trauma
1940 East Deere Avenue, Suite 100
Santa Ana, CA 92705
LFujimoto@theprioritycenter.org

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I. ACRONYMS

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

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|----|-----------|---|
| 1 | | |
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| 3 | | |
| 4 | A. ARRA | American Recovery and Reinvestment Act of 2009 |
| 5 | B. CAP | Corrective Action Plan |
| 6 | C. CCC | California Civil Code |
| 7 | D. CCR | California Code of Regulations |
| 8 | E. CEO | County Executive Office |
| 9 | F. CFR | Code of Federal Regulations |
| 10 | G. CHPP | COUNTY HIPAA Policies and Procedures |
| 11 | H. COI | Certificate of Insurance |
| 12 | I. CRN | Crisis Response Network |
| 13 | J. DHCS | California Department of Health Care Services |
| 14 | K. DRS | Designated Record Set |
| 15 | L. EOC | Equal Opportunity Clause |
| 16 | M. EEOC | Equal Employment Opportunity Commission |
| 17 | N. GAAP | General Accepted Accounting Principles |
| 18 | O. HCA | County of Orange Health Care Agency |
| 19 | P. HHS | Federal Health and Human Services Agency |
| 20 | Q. HIPAA | Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 |
| 21 | R. HITECH | Health Information Technology for Economic and Clinical Health, |
| 22 | | Public Law 111-005 |
| 23 | S. HSC | California Health and Safety Code |
| 24 | T. ISO | Insurance Services Office |
| 25 | U. MHSA | Mental Health Services Act |
| 26 | V. NPP | Notice of Privacy Practices |
| 27 | W. OIG | Federal Office of Inspector General |
| 28 | X. OMB | Federal Office of Management and Budget |
| 29 | Y. OPM | Federal Office of Personnel Management |
| 30 | Z. PC | California Penal Code |
| 31 | AA. PEI | Prevention and Early Intervention |
| 32 | AB. PHI | Protected Health Information |
| 33 | AC. PII | Personally Identifiable Information |
| 34 | AD. P&P | Policy and Procedure |
| 35 | AE. PRA | California Public Record Act |
| 36 | AF. SIR | Self-Insured Retention |
| 37 | AG. SFTS | Safe from the Start |

| | | |
|---|---------|-------------------------------|
| 1 | AH. TOT | Train the Trainer |
| 2 | AI. USC | United States Code |
| 3 | AJ. VPE | Violence Prevention Education |
| 4 | AK. WIC | Women, Infants and Children |

6 **II. ALTERATION OF TERMS**

7 A. This Contract, together with Exhibit(s) A, B, E, F and G attached hereto and incorporated
8 herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to
9 the subject matter of this Contract.

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

14 **III. ASSIGNMENT OF DEBTS**

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

23 **IV. COMPLIANCE**

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

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

31 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
32 compliance program, code of conduct and any compliance related policies and procedures.
33 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall
34 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required
35 elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to
36 this Contract. These elements include:
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- 1 a. Designation of a Compliance Officer and/or compliance staff.
- 2 b. Written standards, policies and/or procedures.
- 3 c. Compliance related training and/or education program and proof of completion.
- 4 d. Communication methods for reporting concerns to the Compliance Officer.
- 5 e. Methodology for conducting internal monitoring and auditing.
- 6 f. Methodology for detecting and correcting offenses.
- 7 g. Methodology/Procedure for enforcing disciplinary standards.

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

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

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

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

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1 California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death
2 Master File at date of 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
12 federal 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
22 of California health programs and have not been excluded or debarred from participation in any federal
23 or state health care programs, and to further represent to CONTRACTOR that they do not have any
24 Ineligible 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
28 services directly relative to this Contract becomes debarred, excluded or otherwise becomes an
29 Ineligible Person.

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

36 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
37 entity is currently excluded, suspended or debarred, or is identified as such after being sanction

1 screened. Such individual or entity shall be immediately removed from participating in any activity
2 associated with this Contract. ADMINISTRATOR will determine appropriate repayment from, or
3 sanction(s) to CONTRACTOR for services provided by ineligible person or individual.
4 CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the
5 overpayment is verified by ADMINISTRATOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

2 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care
3 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner
4 and are consistent with federal, state and county laws and regulations. This includes compliance with
5 federal and state health care program regulations and procedures or instructions otherwise
6 communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or
7 their agents.

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

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

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

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

18 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and
19 participate in the quality improvement activities developed in the implementation of the Quality
20 Management Program.

21 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural
22 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural
23 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
24 §1810.410.subds.(c)-(d).

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

31
32 **V. CONFIDENTIALITY**

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

36 B. Prior to providing any services pursuant to this Contract, all members of the Board of Directors
37 or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the

1 CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and
2 all information and records which may be obtained in the course of providing such services. This
3 Contract shall specify that it is effective irrespective of all subsequent resignations or terminations of
4 CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees,
5 consultants, subcontractors, volunteers and interns.

6 7 **VI. CONFLICT OF INTEREST**

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

16 17 **VII. COST REPORT**

18 A. CONTRACTOR shall submit separate Cost Reports for Period One, Period Two, and Period
19 Three, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period
20 for which they are prepared or termination of this Contract. CONTRACTOR shall prepare the Cost
21 Report in accordance with all applicable federal, state and COUNTY requirements, GAAP and the
22 Special Provisions Paragraph of this Contract. CONTRACTOR shall allocate direct and indirect costs
23 to and between programs, cost centers, services, and funding sources in accordance with such
24 requirements and consistent with prudent business practice, which costs and allocations shall be
25 supported by source documentation maintained by CONTRACTOR, and available at any time to
26 ADMINISTRATOR upon reasonable notice.

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

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

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

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

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

9 B. The individual and/or consolidated Cost Report prepared for each period shall be the final
10 financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis
11 for final settlement to CONTRACTOR for that period. CONTRACTOR shall document that costs are
12 reasonable and allowable and directly or indirectly related to the services to be provided hereunder. The
13 Cost Report shall be the final financial record for subsequent audits, if any.

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

23 D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
24 this Contract, less applicable revenues and late penalty, are lower than the aggregate of interim monthly
25 payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such
26 reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the
27 Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days
28 after submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any
29 amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

30 E. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
31 this Contract, less applicable revenues and late penalty, are higher than the aggregate of interim monthly
32 payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the difference, provided such
33 payment does not exceed the Maximum Obligation of COUNTY.

34 F. All Cost Reports shall contain the following attestation, which may be typed directly on or
35 attached to the Cost Report:

36 //
37 //

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

9
 10 Signed _____
 11 Name _____
 12 Title _____
 13 Date _____"

14
 15 **VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

21 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's
 22 business prior to completion of this Contract, and COUNTY agrees to an assignment of the Contract, the
 23 new owners shall be required under the terms of sale or other instruments of transfer to assume
 24 CONTRACTOR's duties and obligations contained in this Contract and complete them to the
 25 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in
 26 part, without the prior written consent of COUNTY.

27 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to
 28 any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%)
 29 of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an
 30 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community
 31 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal
 32 Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

33 2. If CONTRACTOR is a for-profit organization, any change in the business structure,
 34 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of
 35 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
 36 change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR

37 //

1 at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or
2 delegation in derogation of this subparagraph shall be void.

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

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

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

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

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

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

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

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

32 4. This provision shall not be applicable to service agreements usually and customarily
33 entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional
34 services provided by consultants.

35 D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's
36 status with respect to name changes that do not require an assignment of the Contract. CONTRACTOR
37 is also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party to any litigation

1 against COUNTY, or a party to litigation that may reasonably affect the CONTRACTOR's performance
2 under the Contract, as well as any potential conflicts of interest between CONTRACTOR and County
3 that may arise prior to or during the period of Contract performance. While CONTRACTOR will be
4 required to provide this information without prompting from COUNTY any time there is a change in
5 CONTRACTOR's name, conflict of interest or litigation status, CONTRACTOR must also provide an
6 update to COUNTY of its status in these areas whenever requested by COUNTY.

7 8 **IX. DISPUTE RESOLUTION**

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

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

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

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

26 C. Any final decision of COUNTY shall be expressly identified as such, shall be in writing, and
27 shall be signed by a COUNTY Deputy Purchasing Agent or designee. If COUNTY fails to render a
28 decision within ninety (90) calendar days after receipt of CONTRACTOR's demand, it shall be deemed
29 a final decision adverse to CONTRACTOR's contentions.

30 D. This Contract has been negotiated and executed in the State of California and shall be governed
31 by and construed under the laws of the State of California. In the event of any legal action to enforce or
32 interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in
33 Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of
34 such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the
35 Parties specifically agree to waive any and all rights to request that an action be transferred for
36 adjudication to another county.

37 //

X. EMPLOYEE ELIGIBILITY VERIFICATION

1
2 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations
3 regarding the employment of aliens and others and to ensure that employees, subcontractors, and
4 consultants performing work under this Contract meet the citizenship or alien status requirements set
5 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,
6 subcontractors, and consultants performing work hereunder, all verification and other documentation of
7 employment eligibility status required by federal or state statutes and regulations including, but not
8 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently
9 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
10 covered employees, subcontractors, and consultants for the period prescribed by the law.

XI. EQUIPMENT

11
12
13 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
14 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
15 ADMINISTRATOR to assist in performing the services described in this Contract. “Relatively
16 Permanent” is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000
17 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as
18 Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes
19 and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may
20 contained PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not
21 limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of
22 Equipment purchased, in whole or in part, with funds paid pursuant to this Contract shall be depreciated
23 according to GAAP.

24 B. CONTRACTOR shall obtain ADMINISTRATOR’s written approval prior to purchase of any
25 Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, CONTRACTOR
26 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting
27 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.
28 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each
29 purchased asset in an Equipment inventory.

30 C. Upon ADMINISTRATOR’s prior written approval, CONTRACTOR may expense to
31 COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To “expense,” in
32 relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it
33 is purchased. Title of expensed Equipment shall be vested with COUNTY.

34 D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part
35 with funds paid through this Contract, including date of purchase, purchase price, serial number, model
36 and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall
37 //

1 include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if
2 any.

3 E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical
4 inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any
5 or all Equipment to COUNTY.

6 F. CONTRACTOR must report any loss or theft of Equipment in accordance with the procedure
7 approved by ADMINISTRATOR and the Notices Paragraph of this Contract. In addition,
8 CONTRACTOR must complete and submit to ADMINISTRATOR a notification form when items of
9 Equipment are moved from one location to another or returned to COUNTY as surplus.

10 G. Unless this Contract is followed without interruption by another contract between the Parties for
11 substantially the same type and scope of services, at the termination of this Contract for any cause,
12 CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this
13 Contract.

14 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the
15 proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.

16 17 **XII. FACILITIES, PAYMENTS AND SERVICES**

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

23 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
24 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Total Maximum
25 Obligation for the appropriate Period as well as the Total Maximum Obligation. The reduction to the
26 Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an
27 amount proportionate to the number of days in which CONTRACTOR was determined to be unable to
28 provide services, staffing, facilities or supplies.

29 30 **XIII. INDEMNIFICATION AND INSURANCE**

31 A. Prior to the provision of services under this Contract, the CONTRACTOR agrees to carry all
32 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary
33 to satisfy COUNTY that the insurance provisions of this Contract have been complied with.
34 CONTRACTOR agrees to keep such insurance coverage current, provide Certificates of Insurance, and
35 endorsements to the COUNTY during the entire term of this Contract.

36 B. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
37 CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an

1 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for
 2 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less
 3 than the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the
 4 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor
 5 and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of
 6 insurance must be maintained by CONTRACTOR through the entirety of this Contract for inspection by
 7 COUNTY representative(s) at any reasonable time.

8 C. All self-insured retentions SIRs shall be clearly stated on the Certificate of Insurance.. Any
 9 SIRs in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by the
 10 County’s Risk Manager, or designee. The COUNTY reserves the right to require current audited
 11 financial reports from CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR will
 12 indemnify the County for any and all claims resulting or arising from CONTRACTOR’S services in
 13 accordance with the indemnity provision stated in this Contract. If CONTRACTOR’s SIR is approved,
 14 CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this
 15 Contract, agrees to all of the following:

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

20 2. CONTRACTOR’s duty to defend, as stated above, shall be absolute and irrespective of any
 21 duty to indemnify or hold harmless; and

22 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to
 23 which the duty to defend stated above applies, and the CONTRACTOR’s SIR provision shall be
 24 interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.

25 D. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of
 26 this Contract, the COUNTY may terminate this Contract.

27 E. QUALIFIED INSURER

28 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of
 29 A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current
 30 edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

31 F. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
 32 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 |

| | | |
|----|---|-----------------------------|
| 1 | | |
| 2 | Automobile Liability including coverage | \$1,000,000 per occurrence |
| 3 | for owned, non-owned and hired vehicles | |
| 4 | (4 passengers or less) | |
| 5 | | |
| 6 | Workers' Compensation | Statutory |
| 7 | | |
| 8 | Employers' Liability Insurance | \$1,000,000 per occurrence |
| 9 | | |
| 10 | Network Security & Privacy Liability | \$1,000,000 per claims made |
| 11 | | |
| 12 | Professional Liability | \$1,000,000 per claims made |
| 13 | | \$1,000,000 aggregate |
| 14 | | |
| 15 | Sexual Misconduct Liability | \$1,000,000 per occurrence |
| 16 | | |

17 Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella
18 policies when required must provide Follow Form coverage.

19 H. REQUIRED COVERAGE FORMS

20 1. The Commercial General Liability coverage shall be written on occurrence basis utilizing
21 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least
22 as broad.

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

25 I. REQUIRED ENDORSEMENTS

26 1. The Commercial General Liability policy shall contain the following endorsements, which
27 shall accompany the Certificate of Insurance:

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

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

35 2. The Network Security and Privacy Liability policy shall contain the following
36 endorsements which shall accompany the Certificate of Insurance:

37 //

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

3 b. A primary and non-contributing endorsement evidencing that the CONTRACTOR'S
4 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be
5 excess and non-contributing.

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

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

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

16 M. CONTRACTOR shall provide thirty (30) days prior written notice to the COUNTY of any
17 policy cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to
18 non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide
19 written notice of cancellation may constitute a material breach of the CONTRACT, upon which the
20 COUNTY may suspend or terminate this Contract.

21 N. If CONTRACTOR's Professional Liability, Sexual Misconduct, and Network Security &
22 Privacy Liability are "Claims -Made" policy(ies), CONTRACTOR shall agree to the following:

23 1. The retroactive date must be shown and must be before the date of the contract or the
24 beginning of the contract services.

25 2. Insurance must be maintained, and evidence of insurance must be provided for at least three
26 (3) years after expiration or earlier termination of the Contract.

27 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy
28 form with a retroactive date prior to the effective date of the contract services, Contractor must purchase
29 an extended reporting period for a minimum of three (3) years after expiration of earlier termination of
30 the Contract.

31 O. The Commercial General Liability policy shall contain a severability of interests' clause also
32 known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

33 P. Insurance certificates should be forwarded to the agency/department address listed on the
34 solicitation.

35 Q. If the Contractor fails to provide the insurance certificates and endorsements within seven (7)
36 days of notification by CEO/Purchasing or the agency/department purchasing division, award may be
37 made to the next qualified vendor.

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

5 S. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
6 CONTRACTOR does not provide acceptable Certificate of Insurance and endorsements to COUNTY
7 incorporating such changes within thirty (30) days of receipt of such notice, this Contract may be in
8 breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

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

12 13 **XIV. INSPECTIONS AND AUDITS**

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

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

28 **C. AUDIT RESPONSE**

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

34 2. If the audit reveals that money is payable from one Party to the other, that is,
35 reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to
36 CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60)
37 calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to

1 COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may,
2 in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an
3 amount not to exceed the reimbursement due COUNTY.

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

7 E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within
8 fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management,
9 financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the
10 cost of such operation or audit is reimbursed in whole or in part through this Contract.

11 12 **XV. LICENSES AND LAWS**

13 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
14 the term of this Contract, maintain all necessary licenses, permits, approvals, certificates, accreditations,
15 waivers, and exemptions necessary for the provision of the services hereunder and required by the laws,
16 regulations and requirements of the United States, the State of California, COUNTY, and all other
17 applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and
18 in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals,
19 permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be
20 cause for termination of this Contract.

21 **B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

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

28 2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days
29 of the award of this Contract:

30 a. In the case of an individual CONTRACTOR, his/her name, date of birth, social security
31 number, and residence address;

32 b. In the case of a CONTRACTOR doing business in a form other than as an individual,
33 the name, date of birth, social security number, and residence address of each individual who owns an
34 interest of ten percent (10%) or more in the contracting entity;

35 3. It is expressly understood that this data will be transmitted to governmental agencies
36 charged with the establishment and enforcement of child support orders, or as permitted by federal
37 and/or state statute.

1 C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and
2 requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and
3 requirements shall include, but not be limited to, the following:

- 4 1. ARRA of 2009.
- 5 2. Trafficking Victims Protection Act of 2000.
- 6 3. WIC, Division 5, Community Mental Health Services.
- 7 4. WIC, Division 6, Admissions and Judicial Commitments.
- 8 5. WIC, Division 7, Mental Institutions.
- 9 6. HSC, §§1250 et seq., Health Facilities.
- 10 7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 11 8. CCR, Title 9, Rehabilitative and Developmental Services.
- 12 9. CCR, Title 17, Public Health.
- 13 10. CCR, Title 22, Social Security.
- 14 11. CFR, Title 42, Public Health.
- 15 12. CFR, Title 45, Public Welfare.
- 16 13. USC Title 42. Public Health and Welfare.
- 17 14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 18 15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 19 16. 42 USC §1857, et seq., Clean Air Act.
- 20 17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 21 18. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 22 19. Policies and procedures set forth in Mental Health Services Act.
- 23 20. Policies and procedures set forth in DHCS Letters.
- 24 21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 25 22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
26 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- 27 23. 42 CFR, Section 438, Managed Care Regulations

28
29 **XVI. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

30 A. Any written information or literature, including educational or promotional materials,
31 distributed by CONTRACTOR to any person or organization for purposes directly or indirectly related
32 to this Contract must be approved at least thirty (30) days in advance and in writing by
33 ADMINISTRATOR before distribution. For the purposes of this Contract, distribution of written
34 materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,
35 and electronic media such as the Internet.

36 //
37 //

1 B. Any advertisement through radio, television broadcast, or the Internet, for educational or
2 promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this
3 Contract must be approved in advance at least thirty (30) days and in writing by ADMINISTRATOR.

4 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
5 available social media sites) in support of the services described within this Contract, CONTRACTOR
6 shall develop social media policies and procedures and have them available to ADMINISTRATOR
7 upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media
8 used to either directly or indirectly support the services described within this Contract. CONTRACTOR
9 shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social
10 media developed in support of the services described within this Contract. CONTRACTOR shall also
11 include any required funding statement information on social media when required by
12 ADMINISTRATOR.

13 D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement
14 by COUNTY, unless ADMINISTRATOR consents thereto in writing.

15 16 **XVII. MAXIMUM OBLIGATION**

17 A. The Total Maximum Obligation of COUNTY for services provided in accordance with this
18 Contract, and the separate Maximum Obligations for each period under this Contract, are as specified in
19 the Referenced Contract Provisions of this Contract, except as allowed for in Subparagraph B. below.

20 B. ADMINISTRATOR may amend the Maximum Obligation by an amount not to exceed ten
21 percent (10%) of Period One funding for this Contract.

22 23 **XVIII. MINIMUM WAGE LAWS**

24 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
25 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
26 federal or California Minimum Wage to all its Covered Individuals (as defined within the "Compliance"
27 paragraph of this Contract) that directly or indirectly provide services pursuant to this Contract, in any
28 manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals
29 providing services pursuant to this Contract be paid no less than the greater of the federal or California
30 Minimum Wage.

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

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

XIX. NONDISCRIMINATION

A. EMPLOYMENT

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

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

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

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

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

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

B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender

1 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the
2 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights
3 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division
4 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information
5 Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and
6 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all
7 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination
8 paragraph, discrimination includes, but is not limited to the following based on one or more of the
9 factors identified above:

- 10 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 11 2. Providing any service or benefit to a Client which is different or is provided in a different
12 manner or at a different time from that provided to other Clients.
- 13 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by
14 others receiving any service and/or benefit.
- 15 4. Treating a Client differently from others in satisfying any admission requirement or
16 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
17 any service and/or benefit.
- 18 5. Assignment of times or places for the provision of services.

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

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

27 a. COUNTY shall establish a formal resolution and grievance process in the event
28 informal processes do not yield a resolution.

29 b. Throughout the problem resolution and grievance process, Client rights shall be
30 maintained, including access to the COUNTY’s Patients’ Rights Office at any point in the process.
31 Clients shall be informed of their right to access the COUNTY’s Patients’ Rights Office at any time.

32 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as
33 to the findings regarding the alleged complaint and, if not satisfied with the decision, has the right to
34 request a State Fair Hearing.

35 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply
36 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as
37 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42

1 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of
2 discrimination against qualified persons with disabilities in all programs or activities, and if applicable,
3 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together
4 with succeeding legislation.

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

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

14
15 **XX. NOTICES**

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

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

21 2. When faxed, transmission confirmed;

22 3. When sent by Email; or

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

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

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

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

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XXI. NOTIFICATION OF DEATH

A. Upon becoming aware of the death of any person served pursuant to this Contract, CONTRACTOR shall immediately notify ADMINISTRATOR.

B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the name of the deceased, the date and time of death, the nature and circumstances of the death, and the name(s) of CONTRACTOR’s officers or employees with knowledge of the incident.

1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by telephone immediately upon becoming aware of the death due to non-terminal illness of any person served pursuant to this Contract; notice need only be given during normal business hours.

2. WRITTEN NOTIFICATION

a. NON-TERMINAL ILLNESS – CONTRACTOR shall hand deliver, fax, and/or send via encrypted email to ADMINISTRATOR a written report within sixteen (16) hours after becoming aware of the death due to non-terminal illness of any person served pursuant to this Contract.

b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written report hand delivered, faxed, sent via encrypted email, within forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant to this Contract.

c. When notification via encrypted email is not possible or practical CONTRACTOR may hand deliver or fax to a known number said notification.

C. If there are any questions regarding the cause of death of any person served pursuant to this Contract who was diagnosed with a terminal illness, or if there are any unusual circumstances related to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this Notification of Death Paragraph.

XXII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

XXIII. RECORDS MANAGEMENT AND MAINTENANCE

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

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

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

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

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

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

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

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

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

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

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

36 H. CONTRACTOR shall ensure all HIPAA DRS requirements are met. HIPAA requires that
37 clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or

1 request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records
2 maintained by or for a covered entity that is:

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

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

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

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

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

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

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

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

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

24
25 **XXIV. RESEARCH AND PUBLICATION**

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

29
30 **XXV. REVENUE**

31 A. CLIENT FEES – CONTRACTOR shall charge a fee to Clients to whom services are provided
32 pursuant to this Contract, their estates and responsible relatives, in accordance with the fee system
33 designated by ADMINISTRATOR. This fee shall be based upon the person's ability to pay for services,
34 but it shall not exceed the actual cost of services provided. No person shall be denied services because
35 of an inability to pay.

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1 B. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all
2 available third-party reimbursement for which persons served pursuant to this Contract may be eligible.
3 Charges to insurance carriers shall be on the basis of CONTRACTOR’s usual and customary charges.

4 C. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately
5 ensure proper billing and collection procedures. CONTRACTOR’s procedures shall specifically
6 provide for the identification of delinquent accounts and methods for pursuing such accounts.
7 CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current
8 status of fees which are billed, collected, transferred to a collection agency, or deemed by
9 CONTRACTOR to be uncollectible.

10 11 **XXVI. SEVERABILITY**

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

17 18 **XXVII. SPECIAL PROVISIONS**

19 A. CONTRACTOR shall not use the funds provided by means of this Contract for the following
20 purposes:

- 21 1. Making cash payments to intended recipients of services through this Contract.
- 22 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
23 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on
24 use of appropriated funds to influence certain federal contracting and financial transactions).
- 25 3. Fundraising.
- 26 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
27 CONTRACTOR’s staff, volunteers, interns, consultants, subcontractors, and members of the Board of
28 Directors or governing body.
- 29 5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing
30 body for expenses or services.
- 31 6. Making personal loans to CONTRACTOR’s staff, volunteers, interns, consultants,
32 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
33 agent, or making salary advances or giving bonuses to CONTRACTOR’s staff.
- 34 7. Paying an individual salary or compensation for services at a rate in excess of the current
35 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
36 Schedule may be found at www.opm.gov.
- 37 8. Severance pay for separating employees.

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

3 10. Supplanting current funding for existing services.

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

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

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

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

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

12 5. Purchasing or improving land, including constructing or permanently improving any
13 building or facility, except for tenant improvements.

14 6. Providing inpatient hospital services or purchasing major medical equipment.

15 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
16 funds (matching).

17 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
18 CONTRACTOR's Clients.

19
20 **XXVIII. STATUS OF CONTRACTOR**

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

32
33 **XXIX. TERM**

34 A. The term of this Contract shall commence as specified in the Referenced Contract Provisions of
35 this Contract or the execution date, whichever is later. This Contract shall terminate as specified in the
36 Referenced Contract Provisions of this Contract unless otherwise sooner terminated as provided in this
37 Contract. CONTRACTOR shall be obligated to perform such duties as would normally extend beyond

1 this term, including but not limited to, obligations with respect to confidentiality, indemnification,
2 audits, reporting, and accounting.

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

6 **XXX. TERMINATION**

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

10 B. CONTRACTOR may terminate this Contract, without cause, upon ninety (90) calendar days'
11 written notice.

12 C. COUNTY may terminate this Contract immediately, upon written notice, on the occurrence of
13 any of the following events:

- 14 1. The loss by CONTRACTOR of legal capacity.
- 15 2. Cessation of services.
- 16 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
17 another entity without the prior written consent of COUNTY.
- 18 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
19 required pursuant to this Contract.
- 20 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
21 this Contract.
- 22 6. The continued incapacity of any physician or licensed person to perform duties required
23 pursuant to this Contract.
- 24 7. Unethical conduct or malpractice by any physician or licensed person providing services
25 pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR
26 removes such physician or licensed person from serving persons treated or assisted pursuant to this
27 Contract.

28 C. CONTINGENT FUNDING

- 29 1. Any obligation of COUNTY under this Contract is contingent upon the following:
 - 30 a. The continued availability of federal, state and county funds for reimbursement of
31 COUNTY's expenditures, and
 - 32 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
33 approved by the Board of Supervisors.
- 34 2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend,
35 terminate or renegotiate this Contract upon thirty (30) calendar days' written notice given
36 CONTRACTOR. If COUNTY elects to renegotiate this Contract due to reduced or terminated funding,
37 CONTRACTOR shall not be obligated to accept the renegotiated terms.

1 D. In the event this Contract is suspended or terminated prior to the completion of the term as
2 specified in the Referenced Contract Provisions of this Contract, ADMINISTRATOR may, at its
3 sole discretion, reduce the Not To Exceed Amount of this Contract to be consistent with the reduced
4 term of the Contract.

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

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

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

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

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

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

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

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

21 8. To the extent services are terminated, cancel outstanding commitments covering the
22 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
23 commitments which relate to personal services. With respect to these canceled commitments,
24 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
25 arising out of such cancellation of commitment which shall be subject to written approval of
26 ADMINISTRATOR.

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

31 F. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
32 exclusive, and are in addition to any other rights and remedies provided by law or under this Contract.

33 34 **XXXI. THIRD PARTY BENEFICIARY**

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

XXXII. WAIVER OF DEFAULT OR BREACH

Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any breach by CONTRACTOR shall not be considered a modification of the terms of this Contract.

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

3
4 **THE PRIORITY CENTER, ENDING THE GENERATIONAL CYCLE OF TRAUMA, INC.**

5
6 DocuSigned by:
7 BY: *Lisa Fujimoto* EA951E7318134BD... DATED: 4/19/2023

8
9 TITLE: Executive Director/CEO

10
11
12
13 COUNTY OF ORANGE

14
15
16 BY: _____ DATED: _____
17 HEALTH CARE AGENCY

18
19
20
21 APPROVED AS TO FORM
22 OFFICE OF THE COUNTY COUNSEL
23 ORANGE COUNTY, CALIFORNIA

24
25 DocuSigned by:
26 BY: *Massoud Shamel* 79055CA571A94F8... DATED: 4/19/2023
27 DEPUTY

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34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
37 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.

1 EXHIBIT A
 2 TO CONTRACT FOR PROVISION OF
 3 PREVENTION SERVICES AND SUPPORTS FOR FAMILIES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 THE PRIORITY CENTER, ENDING THE GENERATIONAL CYCLE OF TRAUMA, INC.
 8 JULY 1, 2023 THROUGH JUNE 30, 2026

9
 10 **I PREVENTION SERVICES AND SUPPORTS FOR FAMILIES TO BE PROVIDED BY**
 11 **CONTRACTOR**

12 CONTRACTOR shall agree to provide the following Prevention Services and Supports for Families
 13 pursuant to the terms and conditions specified in this Contract for provision of services by and between
 14 COUNTY and CONTRACTOR effective July 1, 2023 through June 30, 2026 as indicated.
 15 CONTRACTOR and COUNTY may mutually agree, in writing, to add or delete services to be provided
 16 by CONTRACTOR.

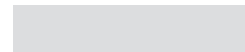
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 18 **FAMILY SUPPORT SERVICES**

19 As specified in Exhibit C



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 21 **PARENT EDUCATION SERVICES**

22 As specified in Exhibit D



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 24 **SERVICES FOR FAMILIES WITH YOUNG CHILDREN**

25 As specified in Exhibit E



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EXHIBIT B
TO CONTRACT FOR PROVISION OF
PREVENTION SERVICES AND SUPPORTS FOR FAMILIES
BETWEEN
COUNTY OF ORANGE
AND
THE PRIORITY CENTER, ENDING THE GENERATIONAL CYCLE OF TRAUMA, INC.
JULY 1, 2023 THROUGH JUNE 30, 2026

I. COMMON TERMS AND DEFINITIONS

The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Contract.

A. Action Plan means a form documenting key tasks that must be completed to create change. Action plans detail how resources are to be used to get the planned work done.

B. Activity means an organized function designed to advance a prevention strategy or objective.

C. Activity Form means a data collection form used to track each activity in which the group and/or individual participates.

D. Administrative Services Organization means a designated organization that oversees and manages the administrative and fiscal functions of a program and/or service by being responsible for quality assurance as reflected in the operations manual, internal controls, audits, implementation and progress of services, evaluation of the selection and delivery of agreed upon services and regular reporting on the outcome of services rendered. It is expected that the ASO is aligned with the general principles and goals of the program and adheres to COUNTY's protocol and procedures.

E. Admission means completion of the entry and/or intake process for program Participants.

F. Assessment means a professional review and evaluation of an individual's behavioral health needs and conditions in order to determine the most appropriate course of services.

G. At Risk means a state of high stressor and low protective factor that would increase likelihood of development of a mental illness.

H. Booster Session means a one-time intervention with a Participant who is enrolled or have completed the parent training and needs further guidance with a specific presenting problem associated with parenting.

I. Case Management means the delivery of individual guidance and support services. Case Management services include; but are not limited to, referrals and linkages to needed services such as: resources, coaching, and assistance with translation and transportation.

J. Case Manager is a trained staff that design and implement individualized service plans to eliminate barriers and/or address needs, provides psychoeducation, and assistance in the overall

1 coordination of services. They connect participants with needed healthcare resources through linkages
2 and referrals.

3 K. Collaboration means a process of participation through which people, groups, and agencies
4 work toward unified prevention goals.

5 L. Community-Defined Practices means “validates practices that have a community-defined
6 evidence base for effectiveness in achieving mental health outcomes for underserved communities. It
7 also defines a process underway to nationally develop specific criteria by which practices’ effectiveness
8 may be documented using community-defined evidence that eventually will allow the procedure to have
9 an equal standing with evidence-based practices currently defined in the peer reviewed literature.”
10 [National Network to Eliminate Disparities Latino Work Group] cited by California Department Mental
11 Health, Prevention And Early Intervention (PEI) Resource Materials.

12 M. Community Outreach Activities means outreach events that are organized by other entities
13 or by CONTRACTOR where the public can attend and receive information about available services (for
14 example but not limited to health fairs, door-to-door outreach, grocery stores, laundromats, bus stops,
15 religious organizations, schools, gathering places, shelters, a street corner, community festivals, etc.).

16 N. Early Intervention means the act of intervening, interfering or interceding at the
17 manifestation of a Behavioral Health Condition, with the intent of measurably improving the condition
18 or to prevent a Behavioral Health Condition from getting worse.

19 O. Education/Skill Building Workshop/Class means a workshop/class conducted which has a
20 primary focus of providing information and/or teaching a skill.

21 P. Engagement means the process by which a trusting relationship between a worker and
22 Participant is established with the goal to link the Participant to appropriate services.

23 Q. Enrollment means the data entry of a Participant’s program information into COUNTY’s
24 database for purposes of recording and tracking a Participant’s involvement in the program.

25 R. Evaluation means the systematic investigation of the value and impact of an intervention or
26 program.

27 S. Events means events organized by CONTRACTOR, where CONTRACTOR invites
28 community members to attend to a predetermined location in the community where staff is available to
29 provide information and referrals. Large events are intended to attract in excess of one hundred (100)
30 Participants (for example but not limited to, a conference, concerts, art exhibitions, large health fair,
31 etc.). Small events are intimate events organized by CONTRACTOR in a location in the community
32 where staff is available to provide information and referrals and is intended to reach a lower number of
33 Participants.

34 T. Evidence-based Practice means the range of treatment and services of well-documented
35 effectiveness. An evidence-based practice has quantitative and qualitative data showing positive
36 outcomes and has been subject to expert/peer review that has determined that a particular approach or
37 strategy has a significant level of evidence of effectiveness.

1 U. Family Member means any traditional and/or non-traditional support system, significant
2 other, or natural support designated by the Participant.

3 V. Follow-up means ensuring that the Participant has linked to the referred service and/or
4 successfully transitioned from one service to another and/or contact with a participant within 60 days of
5 discharge from the program to determine if the participant needs further assistance.

6 W. Group Intervention means the delivery of services to more than one individual or family.

7 X. Individual Intervention means any strategies or services rendered to a Participant on a
8 person-to-person level. Examples include, but are not limited to, education, case management, short-
9 term therapy and life coaching to address individualized goals and objectives.

10 Y. Information Dissemination means one-way communication, direct from the source to the
11 audience, that provides information about a prevention issue and is designed to create awareness and
12 knowledge of that issue.

13 Z. Intake means the initial meeting between a Participant and a worker to evaluate a
14 Participant's issue(s) of concern and determine how a program could best meet his/her needs.

15 AA. LGBTQIA+ is an abbreviation for lesbian, gay, bisexual, transgender, queer or questioning,
16 intersex, asexual, and more.

17 AB. Level of Well-being means the state of satisfaction, happiness, and/or in control that a
18 Participant feels about his/her present situation/condition as measured by a validated instrument/scale.

19 AC. Linkage means the process of successfully connecting a participant to another appropriate
20 community resources or services. When an individual is connected to programs or services through
21 warm hand-off or follow-up to ensure the connection is made.

22 AD. Live Scan means the technique and the technology used by law enforcement agencies and
23 private facilities to capture fingerprints and palm prints electronically, without the need for the more
24 traditional method of ink and paper.

25 AE. Media Events means culturally relevant activities conducted by CONTRACTOR which are
26 coordinated with and publicized by the media, including radio and TV appearances.

27 AF. Mental Health Condition means diminished cognitive, emotional, or social abilities, but not
28 to the extent that the criteria for a mental disorder are met.

29 AG. MHSA means the law that provides funding for expanded community mental health
30 services, also known as "Proposition 63."

31 AH. Outcome means measurable change that occurs as a result of a program's overall
32 performance in implementing its planned Activities.

33 AI. Outcome Measure means a statement that specifies the measurable result or direct impact of
34 a program or activity in reference to a quantitative criterion and a timeframe.

35 AJ. Outreach means contact with potential Participants to link them to appropriate behavioral
36 health and supportive services; which may include activities that educate the community about services
37 offered and requirements for participation in the program.

1 AK. Participant means an individual enrolled in a program who engages in activities aimed at
2 preventing and/or eliminating the development of mental illness.

3 AL. Peer Mentor means an individual that may self-identify as having a prior or current mental
4 illness with lived experience or has a family member who has been diagnosed.

5 AM. Peer Mentoring means one-on-one mentoring support with consistent continuity to
6 accomplish relationship building and trust which results in effective coaching for meaningful, life-
7 changing guidance and reinforces positive attitudes towards utilizing community resources.

8 AN. Peer Support means the service is provided by someone with lived, personal experience
9 which is consistent with the experiences and culture of the population with which the peer is working.

10 AO. PEI Plan means the most recent County of Orange MHSA Prevention and Early
11 Intervention Plan approved by the Orange County MHSA Steering Committee and Board of
12 Supervisors.

13 AP. PHI means individually identifiable health information usually transmitted by electronic
14 media maintained in any medium as defined in the regulations or for an entity, such as a health plan,
15 transmitted or maintained in any other medium. It is created or received by a covered entity and relates
16 to the past, present, or future physical or Behavioral Health Condition of an individual, provision of
17 health care to an individual, or the past, present, or future payment for health care provided to an
18 individual.

19 AQ. PII means any information that could be readily used to identify a specific person, including
20 but not limited to: name, address, telephone number, email address, driver's license number, Social
21 Security number, bank account information, credit card information, or any combination of data that
22 could be used to identify a specific person, such as birth date, zip code, mother's maiden name and
23 gender.

24 AR. Prevention means the group or individual interventions that occur before the initial onset of
25 a mental health disorder. Prevention promotes positive cognitive, social, and emotional development
26 and encourages a state of well-being that allows the individuals to function well in the face of changing
27 and sometimes challenging circumstances.

28 AS. Program Goals means the type of activities, number of services, or number of clients served
29 CONTRACTOR will fulfill during a contractual Contract period.

30 AT. Promising practice means programs and strategies that have some quantitative data showing
31 positive outcomes over a period, but do not have enough research or replication to support generalized
32 outcomes. It has an evaluation component/plan in place to move towards demonstration of
33 effectiveness; however, it does not yet have evaluation data available to demonstrate positive outcomes.
34 [The Association of Maternal and Child Health Programs] cited by California Department of Mental
35 Health, Prevention and Early Intervention (PEI) Resource Materials.

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1 AU. Referral is the process of directing a participant to another health care, mental health, or
2 supportive service or provider. When an individual receives information or contacts for services or
3 programs, or an unsuccessful linkage attempt.

4 AV. Social Media means a group of internet-based communication tools/applications that allow
5 the creation and exchange of user-generated content; social media is media for social interaction. Types
6 of social media include collaborative projects (Wikipedia), blogs and microblogs (Twitter), content
7 communities (YouTube), and social networking sites (Facebook).

8 AW. Social Support means assistance that may include companionship, emotional backing,
9 cognitive guidance, material aid and special services.

10 AX. Support Group means a meeting/group, facilitated by program staff, consisting of two (2) or
11 more people (or a number mutually agreed upon in the Contract) who have similar experiences and
12 concerns and who meet in order to provide emotional help, advice and encouragement for one another.

13 AY. Technical Assistance means services provided by staff to guide prevention programs,
14 community organizations, and individuals to conduct, strengthen, or enhance specific prevention
15 activities.

16 AZ. Training means an instructional process that is intended to impart the knowledge, skills, and
17 competencies required for the performance of a particular job, project, or task. Training is a skill
18 building Activity that teaches a person how to do something and carries the expectation that the person
19 will take direct, purposeful action by applying the skills developed.

20 BA. Train the Trainer means the process in which an individual or group passes on the skills,
21 knowledge, and abilities of course work to others so they may become educators, coaches, tutors,
22 mentors, etc., to disseminate information, material, and skills to others.

23 BB. Trauma-Exposed Individuals means those who are exposed to traumatic events or
24 prolonged traumatic conditions, including grief, loss and isolation, including those who are unlikely to
25 seek help from any traditional mental health service.

26 BC. Unduplicated Participant means an individual who is counted only once, despite how many
27 programs the individual is enrolled in during a contractual Contract period. For example; if a
28 Participant receives individual and group services, they can only be counted once.

29 CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Common
30 Terms and Definitions Paragraph of this Exhibit B to the Contract.

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EXHIBIT E
 TO CONTRACT FOR PROVISION OF
 PREVENTION SERVICES AND SUPPORTS FOR FAMILIES
 BETWEEN
 COUNTY OF ORANGE
 AND
 THE PRIORITY CENTER, ENDING THE GENERATIONAL CYCLE OF TRAUMA, INC.
 JULY 1, 2023 THROUGH JUNE 30, 2026

I SERVICES TO BE PROVIDED

CONTRACTOR has agreed to provide **Services for Families With Young Children** as specified in Exhibit E to this Contract, CONTRACTOR shall provide said services in accordance with this Contract.

II. BUDGET

A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this Exhibit E to the Contract and the following budgets, which are set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

| | <u>PERIOD</u> | <u>PERIOD</u> | <u>PERIOD</u> | <u>TOTAL</u> |
|-------------------------------|----------------|----------------|----------------|----------------|
| | <u>ONE</u> | <u>TWO</u> | <u>THREE</u> | |
| ADMINISTRATIVE COSTS | | | | |
| Salaries | \$ 5,460 | \$ 5,736 | \$ 6,024 | \$ 17,220 |
| Services and Supplies | 410 | 410 | 410 | 1,230 |
| Professional Services | 4,000 | 4,000 | 4,000 | 12,000 |
| Indirect Costs | <u>127,528</u> | <u>133,624</u> | <u>139,720</u> | <u>400,872</u> |
| SUBTOTAL ADMINISTRATIVE COSTS | \$137,398 | \$143,770 | \$150,154 | \$431,322 |
| PROGRAM COSTS | | | | |
| Salaries | \$ 641,327 | \$673,404 | \$707,076 | \$2,021,807 |
| Benefits | 113,065 | 118,672 | 124,601 | 356,338 |
| Services and Supplies | <u>158,210</u> | <u>164,154</u> | <u>168,169</u> | <u>490,533</u> |
| SUBTOTAL PROGRAM COSTS | \$912,602 | \$956,230 | \$999,846 | \$2,868,678 |

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1 CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and/or federal regulations.
2 ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the
3 provisional amount specified above has not been fully paid.

4 1. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and
5 Revenue Report as specified in the Reports Paragraph of this Exhibit E to the Contract.
6 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to
7 CONTRACTOR as specified in Subparagraphs A.2. and A.3., below.

8 2. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the
9 provisional amount payments exceed the actual cost of providing services, ADMINISTRATOR may
10 reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the
11 year-to-date provisional amount payments to CONTRACTOR's and the year-to-date actual cost
12 incurred by CONTRACTOR.

13 3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the
14 provisional amount payments are less than the actual cost of providing services, ADMINISTRATOR
15 may authorize an increase in the provisional amount payment to CONTRACTOR by an amount not to
16 exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and
17 the year-to-date actual cost incurred by CONTRACTOR.

18 B. CONTRACTOR's invoices shall be on a form approved or supplied by ADMINISTRATOR
19 and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th)
20 day of each month. Invoices received after the due date may not be paid within the same month.
21 Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days
22 after receipt of the correctly completed invoice.

23 C. All invoices to COUNTY shall be supported at CONTRACTOR's facility, by source
24 documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements,
25 canceled checks, receipts, receiving records, and records of services provided.

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

28 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
29 and/or termination of the Contract, except as may otherwise be provided under the Contract, or
30 specifically agreed upon in a subsequent contract.

31 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
32 Payments Paragraph of this Exhibit E to the Contract.

33 34 **IV. REPORTS**

35 **A. FISCAL**

36 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
37 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,

1 ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program described
2 in the Services Paragraph of this Exhibit E to the Contract. Any changes, modifications, or deviations to
3 any approved budget line item must be approved in advance and in writing by ADMINISTRATOR and
4 annotated on the monthly Expenditure and Revenue Report, or said cost deviations may be subject to
5 disallowance. Such reports shall be received by ADMINISTRATOR no later than twenty (20) calendar
6 days following the end of the month being reported.

7 2. CONTRACTOR shall submit Year-End Projection Reports to ADMINISTRATOR. These
8 reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report
9 anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services
10 Paragraph of this Exhibit E to the Contract. Such reports shall include actual monthly costs and revenue
11 to date and anticipated monthly costs and revenue to the end of the fiscal year, and shall include a
12 projection narrative justifying the year-end projections. Year-End Projection Reports shall be submitted
13 in conjunction with the Monthly Expenditure and Revenue Reports.

14 B. STAFFING REPORT – CONTRACTOR shall submit monthly Staffing Reports to
15 ADMINISTRATOR. CONTRACTOR's reports shall contain required information, and be on a form
16 acceptable to, or provided by ADMINISTRATOR. CONTRACTOR shall submit these reports no later
17 than twenty (20) calendar days following the end of the month being reported.

18 C. PROGRAMMATIC – CONTRACTOR shall submit monthly Programmatic reports to
19 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
20 ADMINISTRATOR and shall include but not limited to, descriptions of any performance objectives,
21 outcomes, and or interim findings as directed by ADMINISTRATOR. CONTRACTOR shall be
22 prepared to present and discuss the programmatic reports at the monthly meetings with
23 ADMINISTRATOR, to include whether or not CONTRACTOR is progressing satisfactorily and if not,
24 specify what steps are being taken to achieve satisfactory progress. Such reports shall be received by
25 ADMINISTRATOR no later than twentieth (20th) calendar day following the end of the month being
26 reported.

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

31 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
32 Reports Paragraph of this Exhibit E to the Contract.

34 V. SERVICES

35 A. FACILITIES

36 1. CONTRACTOR shall maintain facility/(ies) for the provision of Services for Families with
37 Young Children described herein at the following location(s), or any other location approved, in

1 advance, in writing, by ADMINISTRATOR. The facility shall include space to support the services
2 identified within the Contract.

3
4 The Priority Center, Ending the Generational Cycle of Trauma, Inc.
5 1940 Deere Avenue, Suite 100
6 Santa Ana, CA 92705
7

8 2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday
9 8:00 a.m. – 5:00 p.m. throughout the year, and maintain the capability to provide services in the evening
10 hours and on weekends in order to accommodate Participants unable to participate during regular
11 business hours. CONTRACTOR's holiday schedule shall be consistent with COUNTY's holiday
12 schedule unless otherwise approved in advance and in writing by ADMINISTRATOR.

13 3. CONTRACTOR shall promote services throughout the community in locations beyond the
14 designated facility. Services will be facilitated virtually, in participant's homes or other field locations
15 as necessary. Other locations may include, but not be limited to: private homes, schools, offices, and
16 other community locations appropriate for the provision of services.

17 B. SERVICES FOR FAMILIES WITH YOUNG CHILDREN

18 1. CONTRACTOR shall provide Services to Families with Young Children to residents of
19 Orange County for the purpose of assessing children ages birth to eight (8) years and their families that
20 are at-risk of emotional, behavioral, and/or mental health issues that could prevent them from accessing
21 and/or participating in school.

22 2. CONTRACTOR's program shall include: an individual in-home or field intake and
23 screening assessment of the parent(s), child, other care-giver or family member, using a variety of
24 assessment tools to capture information for each family and its individual members to develop an
25 Individual Family Plan (IFP). Services will be provided for approximately three to six months. If
26 CONTRACTOR determines additional service is necessary, CONTRACTOR is required to request
27 approval from ADMINISTRATOR. CONTRACTOR will refer and link the participants, who require
28 longer-term services, to appropriate County or community resources. Successful completion or
29 discharge will take place when all the goals in the Individualized Family Plan have been achieved,
30 and/or all services have been completed. CONTRACTOR's program shall include, but is not limited to,
31 provision of the following service components:

- 32 a. Assessments:
33 b. Individualized Family Plans:
34 c. In-Home Case Management:
35 d. In-Home Parenting Sessions:
36 e. Community Outreach Trainings:
37 f. Referrals/Linkages:

1 1) Participants and Participant families, as well as non-eligible individuals and their
2 families, in need of services not provided under this Contract, shall be referred to other organizations
3 within their community, as appropriate for their specific needs.

4 2) CONTRACTOR shall confirm that the Participant has attended the first
5 appointment to be considered a successful linkage. CONTRACTOR shall report confirmed linkages to
6 ADMINISTRATOR on a monthly basis and upon request or as needed.

7 3. CONTRACTOR shall promote the program and recruit eligible families for Assessment by
8 establishing relationships with organization, school sites and districts, community centers, behavioral
9 health programs, Early Childhood Educators, pediatricians, community-based organizations, Family
10 Resource Centers, and other locations or entities that can support assessments and services for youth
11 within the community.

12 4. CONTRACTOR shall serve the community with concentrated efforts in geographic focus
13 areas determined by Early Development Index data for each zip code in the County.

14 5. CONTRACTOR shall incorporate applicable evidence-based practices, promising
15 practices, or community-defined evidence in development of curriculums and interventions for the
16 purpose of meeting goals and objectives as set forth in each Individualized Family Plan.

17 6. CONTRACTOR shall make every reasonable effort to accommodate Participants'
18 developmental, cultural and linguistic needs. In the event that such needs cannot be immediately met,
19 CONTRACTOR shall seek assistance from other community resources or COUNTY. CONTRACTOR
20 shall obtain Participants' consent prior to Linking or transferring Participants to another service provider
21 or community resources.

22 7. CONTRACTOR shall clearly establish written standards/guidelines on how inter- and intra-
23 agency referrals will be managed. These standards/guidelines shall be approved by the
24 ADMINISTRATOR prior to implementation and shall include, but not be limited to, subcontractors and
25 other COUNTY or County funded programs.

26 8. CONTRACTOR shall collaborate, coordinate, refer and integrate the services provided
27 under the Contract with other similar COUNTY programs, as well as other community-based
28 organizations, to meet the needs of the Participants and the community.

29 9. CONTRACTOR shall subcontract as needed and by approval of ADMINISTRATOR to
30 recruit eligible participants and to target diverse communities. CONTRACTOR shall be responsible for
31 monitoring the provision of services by the subcontractors as well as ensuring that subcontractors
32 achieve contracted program goals, deliver outcomes and collect and report data per
33 ADMINISTRATOR's expectations.

34 10. CONTRACTOR shall provide culturally and linguistically appropriate Services for
35 Families with Young children to Orange County residents that are consistent with the COUNTY PEI
36 Plan.

37 //

1 C. PROGRAM GOALS

2 1. CONTRACTOR shall achieve, track, and report, at a minimum, the following program
3 goals:

| 4 Program Activity | 5 PROGRAM GOALS 6 FY 2023-24 | 7 PROGRAM GOALS 8 FY 2024-25 | 9 PROGRAM GOALS 10 FY 2025-26 |
|--|---------------------------------|---------------------------------|----------------------------------|
| 11 Total number of completed Assessments | 12 600 | 13 630 | 14 660 |
| 15 Total number of Case Management sessions | 16 2,400 | 17 2,400 | 18 2,400 |
| 19 Total Number of Parenting sessions | 20 1,000 | 21 1,000 | 22 1,000 |
| 23 Total Number of Unduplicated Children 24 Enrolled | 25 600 | 26 630 | 27 660 |
| 28 Total Number of Unduplicated Parents/ 29 Caregiver/Family Enrolled | 30 750 | 31 750 | 32 750 |
| 33 Total Number of Community Trainings | 34 225 | 35 225 | 36 225 |

37 2. ADMINISTRATOR may adjust Program Goals based on County need.

1 D. OUTCOME MEASURES

2 1. CONTRACTOR shall track and implement the following OUTCOME MEASURES.

3 2. CONTRACTOR shall measure outcomes using pre- and post- tests at the onset and
4 termination of services, not including group support. Satisfaction and knowledge surveys will be
5 completed to measure increases in knowledge and level of satisfaction of services. CONTRACTOR
6 will ensure that all families in need of resources will receive referrals to community providers.
7 CONTRACTOR shall, at a minimum, achieve the following outcomes:

- 8 a. 75 percent of Participants will report increased knowledge regarding parenting skills.
- 9 b. 75 percent of Participants will report improved behavioral and emotional distress.

10 3. CONTRACTOR shall utilize ADMINISTRATOR approved forms to collect pertinent data,
11 which would be entered and analyzed for Participant's level of satisfaction, program management, and
12 quality improvement purposes. In addition, CONTRACTOR shall utilize any data collection systems
13 for tracking Participant enrollment, demographics, trends, and service utilization. CONTRACTOR shall
14 provide the COUNTY with monthly data reports or as needed upon request.

15 4. CONTRACTOR shall develop a system to track and record the following demographics:
16 number of individuals served based on age groups; race and ethnicity; primary language; Sexual
17 Orientation and Gender Identification (SOGI) data, veterans, and others such as hearing or visually
18 impaired.

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20 5. CONTRACTOR shall provide the COUNTY with monthly data reports, or as needed upon

1 5. CONTRACTOR shall provide the COUNTY with monthly data reports, or as needed upon
 2 request of ADMINISTRATOR.

3 6. CONTRACTOR shall, on an ongoing basis and in partnership with ADMINISTRATOR,
 4 develop, modify, and incorporate different and/or additional outcome measurements, as approved by
 5 ADMINISTRATOR.

6 7. CONTRACTOR shall conduct on-going evaluations of the program and provide analysis to
 7 ADMINISTRATOR on a regular basis and in a format approved by ADMINISTRATOR.

8 8. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 9 Services Paragraph of this Exhibit E to the Contract.

10
 11 **VI. STAFFING**

12 A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-
 13 Time Equivalents (FTEs) continuously throughout the term of the Contract. One (1) FTE shall be equal
 14 to an average of forty (40) hours work per week.

| | |
|--|--------------|
| PROGRAM ADMINISTRATION | FTEs |
| Contracts & Compliance System Officer | <u>0.06</u> |
| PROGRAM ADMINISTRATION SUBTOTAL | 0.06 |
| | |
| DIRECT PROGRAM | |
| Program Director | 1.00 |
| Chief Program Officer | 0.11 |
| Program Supervisor | 1.00 |
| Community Education Specialists | 2.50 |
| Outreach Specialist | 1.00 |
| Data Entry Specialist | 0.50 |
| Evaluation and Data Analyst | 0.08 |
| Electronic Health Records Specialist | 0.08 |
| Mental Health Worker | <u>8.00</u> |
| DIRECT PROGRAM SUBTOTAL | 14.27 |
| TOTAL FTEs | 14.33 |

33 B. CONTRACTOR shall make best effort to include bilingual/bicultural services to meet the
 34 diverse needs of the community threshold languages as determined by COUNTY. Whenever possible,
 35 bilingual/bicultural staff should be recruited and retained. Any staffing vacancies occurring at a time
 36 when bilingual and bicultural composition of the staffing does not meet the above requirement must be
 37 filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in writing, to the filling of

1 those positions with non-bilingual staff. Salary savings resulting from such vacant positions may not be
2 used to cover costs other than salaries and employees benefits unless otherwise authorized in writing, in
3 advance, by ADMINISTRATOR.

4 C. CONTRACTOR shall make its best effort to provide services pursuant to the Contract in a
5 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
6 shall maintain documents of such efforts which may include; but not be limited to: records of
7 participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies
8 of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to
9 enhance accessibility for, and sensitivity to, individuals who are physically challenged.

10 D. CONTRACTOR is highly encouraged to augment the above paid staff with qualified and
11 trained volunteers and/or interns upon written approval of ADMINISTRATOR.

12 E. CONTRACTOR shall maintain personnel files for each staff member, both administrative and
13 programmatic, both direct and indirect, which shall include, but not be limited to, an application for
14 employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if
15 applicable), pay rate and evaluations justifying pay increases.

16 F. CONTRACTOR shall establish clear Policy and Procedures pertaining to equipment usage
17 (e.g., cell phones, texting devices, and computers). The Policy and Procedures shall address at the
18 minimum the following:

- 19 1. Eligibility and selection criteria;
- 20 2. Staff's on-duty conduct and responsibilities;
- 21 3. Supervision plan of staff and equipment including emergency procedure; and
- 22 4. Confidentiality and records keeping.

23 G. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours of
24 any staffing vacancies that occur during the term of the Contract.

25 H. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) days in
26 advance, of any new staffing changes; including promotions, temporary FTE changes and internal or
27 external temporary staffing assignment requests that occur during the term of the Contract.

28 I. CONTRACTOR shall ensure that all staff, albeit paid or unpaid, complete necessary training
29 prior to discharging duties associated with their titles and any other training necessary to assist the
30 CONTRACTOR and COUNTY to be in compliance with prevailing standards of practice as well as
31 State and Federal regulatory requirements.

32 J. CONTRACTOR shall provide ongoing supervision throughout all shifts to all staff, albeit paid
33 or unpaid, direct line staff or supervisors/directors, to enhance service quality and program
34 effectiveness. Supervision methods should include debriefings and consultation as needed, individual
35 supervision or one-on-one support, and team meetings. Supervision should be provided by a supervisor
36 who has extensive knowledge regarding mental health issues.

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1 K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
2 Staffing Paragraph of this Exhibit E to the Contract.

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1 EXHIBIT F
 2 TO CONTRACT FOR PROVISION OF
 3 PREVENTION SERVICES AND SUPPORTS FOR FAMILIES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 THE PRIORITY CENTER, ENDING THE GENERATIONAL CYCLE OF TRAUMA, INC.
 8 JULY 1, 2023 THROUGH JUNE 30, 2026

9
10 **I. BUSINESS ASSOCIATE CONTRACT**

11 **A. GENERAL PROVISIONS AND RECITALS**

12 1. The parties agree that the terms used, but not otherwise defined below in Subparagraph B.,
13 shall have the same meaning given to such terms under the Health Insurance Portability and
14 Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for
15 Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and their implementing
16 regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be
17 hereafter amended.

18 2. The parties agree that a business associate relationship under HIPAA, the HITECH Act,
19 and the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that
20 CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of
21 COUNTY pursuant to, and as set forth in, the Contract that are described in the definition of “Business
22 Associate” in 45 CFR § 160.103.

23 3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the
24 terms of the Contract, some of which may constitute Protected Health Information (“PHI”), as defined
25 below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities
26 pursuant to, and as set forth, in the Contract.

27 4. The parties intend to protect the privacy and provide for the security of PHI that may be
28 created, received, maintained, transmitted, used, or disclosed pursuant to the Contract in compliance
29 with the applicable standards, implementation specifications, and requirements of HIPAA, the HITECH
30 Act, and the HIPAA regulations as they may exist now or be hereafter amended.

31 5. The parties understand and acknowledge that HIPAA, the HITECH Act, and the HIPAA
32 regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-empted by
33 other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

34 6. The parties understand that the HIPAA Privacy and Security rules, as defined below in
35 Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to a
36 covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the
37 terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to

1 CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the
2 Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and
3 electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Contract.

4 B. DEFINITIONS

5 1. "Administrative Safeguards" are administrative actions, and policies and procedures, to
6 manage the selection, development, implementation, and maintenance of security measures to protect
7 electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection
8 of that information.

9 2. "Breach" means the acquisition, access, use, or disclosure of PHI in a manner not permitted
10 under the HIPAA Privacy Rule which compromises the security or privacy of the PHI.

11 a. Breach excludes:

12 1) Any unintentional acquisition, access, or use of PHI by a workforce member or
13 person acting under the authority of CONTRACTOR or COUNTY, if such acquisition, access, or use
14 was made in good faith and within the scope of authority and does not result in further use or disclosure
15 in a manner not permitted under the Privacy Rule.

16 2) Any inadvertent disclosure by a person who is authorized to access PHI at
17 CONTRACTOR to another person authorized to access PHI at the CONTRACTOR, or organized health
18 care arrangement in which COUNTY participates, and the information received as a result of such
19 disclosure is not further used or disclosed in a manner not permitted under the HIPAA Privacy Rule.

20 3) A disclosure of PHI where CONTRACTOR or COUNTY has a good faith belief
21 that an unauthorized person to whom the disclosure was made would not reasonably have been able to
22 retain such information.

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

27 1) The nature and extent of the PHI involved, including the types of identifiers and the
28 likelihood of re-identification;

29 2) The unauthorized person who used the PHI or to whom the disclosure was made;

30 3) Whether the PHI was actually acquired or viewed; and

31 4) The extent to which the risk to the PHI has been mitigated.

32 3. "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy
33 Rule in 45 CFR § 164.501.

34 4. "Designated Record Set" shall have the meaning given to such term under the HIPAA
35 Privacy Rule in 45 CFR § 164.501.

36 5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in 45
37 CFR § 160.103.

1 6. "Health Care Operations" shall have the meaning given to such term under the HIPAA
2 Privacy Rule in 45 CFR § 164.501.

3 7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in
4 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance
5 with 45 CFR § 164.502(g).

6 8. "Physical Safeguards" are physical measures, policies, and procedures to protect
7 CONTRACTOR's electronic information systems and related buildings and equipment, from natural
8 and environmental hazards, and unauthorized intrusion.

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

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

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

15 12. "Secretary" shall mean the Secretary of the Department of Health and Human Services or
16 his or her designee.

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

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

24 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in
25 45 CFR § 160.103.

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

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

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

34 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

35 1. CONTRACTOR agrees not to use or further disclose PHI COUNTY discloses to
36 CONTRACTOR other than as permitted or required by this Business Associate Contract or as required
37 by law.

1 2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business
2 Associate Contract and the Contract, to prevent use or disclosure of PHI COUNTY discloses to
3 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
4 other than as provided for by this Business Associate Contract.

5 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR
6 Part 164 with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR
7 creates, receives, maintains, or transmits on behalf of COUNTY.

8 4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is
9 known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the
10 requirements of this Business Associate Contract.

11 5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI
12 not provided for by this Business Associate Contract of which CONTRACTOR becomes aware.
13 CONTRACTOR must report Breaches of Unsecured PHI in accordance with Paragraph E below and as
14 required by 45 CFR § 164.410.

15 6. CONTRACTOR agrees to ensure that any Subcontractors that create, receive, maintain, or
16 transmit PHI on behalf of CONTRACTOR agree to the same restrictions and conditions that apply
17 through this Business Associate Contract to CONTRACTOR with respect to such information.

18 7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a
19 written request by COUNTY, to PHI in a Designated Record Set, to COUNTY or, as directed by
20 COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524. If
21 CONTRACTOR maintains an Electronic Health Record with PHI, and an individual requests a copy of
22 such information in an electronic format, CONTRACTOR shall provide such information in an
23 electronic format.

24 8. CONTRACTOR agrees to make any amendment(s) to PHI in a Designated Record Set that
25 COUNTY directs or agrees to pursuant to 45 CFR § 164.526 at the request of COUNTY or an
26 Individual, within thirty (30) calendar days of receipt of said request by COUNTY. CONTRACTOR
27 agrees to notify COUNTY in writing no later than ten (10) calendar days after said amendment is
28 completed.

29 9. CONTRACTOR agrees to make internal practices, books, and records, including policies
30 and procedures, relating to the use and disclosure of PHI received from, or created or received by
31 CONTRACTOR on behalf of, COUNTY available to COUNTY and the Secretary in a time and manner
32 as determined by COUNTY or as designated by the Secretary for purposes of the Secretary determining
33 COUNTY's compliance with the HIPAA Privacy Rule.

34 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to
35 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
36 and to make information related to such Disclosures available as would be required for COUNTY to
37

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1 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45
2 CFR § 164.528.

3 11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in
4 a time and manner to be determined by COUNTY, that information collected in accordance with the
5 Contract, in order to permit COUNTY to respond to a request by an Individual for an accounting of
6 Disclosures of PHI in accordance with 45 CFR § 164.528.

7 12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY's
8 obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the
9 requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.

10 13. If CONTRACTOR receives Social Security data from COUNTY provided to COUNTY by
11 a state agency, upon request by COUNTY, CONTRACTOR shall provide COUNTY with a list of all
12 employees, subcontractors and agents who have access to the Social Security data, including employees,
13 agents, subcontractors and agents of its subcontractors.

14 14. CONTRACTOR will notify COUNTY if CONTRACTOR is named as a defendant in a
15 criminal proceeding for a violation of HIPAA. COUNTY may terminate the Contract, if
16 CONTRACTOR is found guilty of a criminal violation in connection with HIPAA. COUNTY may
17 terminate the Contract, if a finding or stipulation that CONTRACTOR has violated any standard or
18 requirement of the privacy or security provisions of HIPAA, or other security or privacy laws are made
19 in any administrative or civil proceeding in which CONTRACTOR is a party or has been joined.
20 COUNTY will consider the nature and seriousness of the violation in deciding whether or not to
21 terminate the Contract.

22 15. CONTRACTOR shall make itself and any subcontractors, employees or agents assisting
23 CONTRACTOR in the performance of its obligations under the Contract, available to COUNTY at no
24 cost to COUNTY to testify as witnesses, or otherwise, in the event of litigation or administrative
25 proceedings being commenced against COUNTY, its directors, officers or employees based upon
26 claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy,
27 which involves inactions or actions by CONTRACTOR, except where CONTRACTOR or its
28 subcontractor, employee or agent is a named adverse party.

29 16. The Parties acknowledge that federal and state laws relating to electronic data security and
30 privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to
31 provide for procedures to ensure compliance with such developments. The Parties specifically agree to
32 take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH
33 Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon
34 COUNTY's request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY
35 concerning an amendment to this Business Associate Contract embodying written assurances consistent
36 with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other
37 applicable laws. COUNTY may terminate the Contract upon thirty (30) days written notice in the event:

1 a. CONTRACTOR does not promptly enter into negotiations to amend this Business
2 Associate Contract when requested by COUNTY pursuant to this Paragraph C; or

3 b. CONTRACTOR does not enter into an amendment providing assurances regarding the
4 safeguarding of PHI that COUNTY deems are necessary to satisfy the standards and requirements of
5 HIPAA, the HITECH Act, and the HIPAA regulations.

6 17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to
7 COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph
8 B.2.a above.

9 D. SECURITY RULE

10 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish
11 and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR
12 § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to
13 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.
14 CONTRACTOR shall develop and maintain a written information privacy and security program that
15 includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of
16 CONTRACTOR's operations and the nature and scope of its activities.

17 2. CONTRACTOR shall implement reasonable and appropriate policies and procedures to
18 comply with the standards, implementation specifications and other requirements of 45 CFR Part 164,
19 Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its
20 current and updated policies upon request.

21 3. CONTRACTOR shall ensure the continuous security of all computerized data systems
22 containing electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,
23 maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents
24 containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,
25 maintains, or transmits on behalf of COUNTY. These steps shall include, at a minimum:

26 a. Complying with all of the data system security precautions listed under Paragraphs E,
27 below;

28 b. Achieving and maintaining compliance with the HIPAA Security Rule, as necessary in
29 conducting operations on behalf of COUNTY;

30 c. Providing a level and scope of security that is at least comparable to the level and scope
31 of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix
32 III - Security of Federal Automated Information Systems, which sets forth guidelines for automated
33 information systems in Federal agencies;

34 4. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or
35 transmit electronic PHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to
36 the same restrictions and requirements contained in this Paragraph D of this Business Associate
37 Contract.

1 5. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it
2 becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with Paragraph
3 E below and as required by 45 CFR § 164.410.

4 6. CONTRACTOR shall designate a Security Officer to oversee its data security program who
5 shall be responsible for carrying out the requirements of this paragraph and for communicating on
6 security matters with COUNTY.

7 E. DATA SECURITY REQUIREMENTS

8 1. Personal Controls

9 a. Employee Training. All workforce members who assist in the performance of
10 functions or activities on behalf of COUNTY in connection with Contract, or access or disclose PHI
11 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
12 behalf of COUNTY, must complete information privacy and security training, at least annually, at
13 CONTRACTOR's expense. Each workforce member who receives information privacy and security
14 training must sign a certification, indicating the member's name and the date on which the training was
15 completed. These certifications must be retained for a period of six (6) years following the termination
16 of Contract.

17 b. Employee Discipline. Appropriate sanctions must be applied against workforce
18 members who fail to comply with any provisions of CONTRACTOR's privacy policies and procedures,
19 including termination of employment where appropriate.

20 c. Confidentiality Statement. All persons that will be working with PHI COUNTY
21 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
22 COUNTY must sign a confidentiality statement that includes, at a minimum, General Use, Security and
23 Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the
24 workforce member prior to access to such PHI. The statement must be renewed annually. The
25 CONTRACTOR shall retain each person's written confidentiality statement for COUNTY inspection
26 for a period of six (6) years following the termination of the Contract.

27 d. Background Check. Before a member of the workforce may access PHI COUNTY
28 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
29 COUNTY, a background screening of that worker must be conducted. The screening should be
30 commensurate with the risk and magnitude of harm the employee could cause, with more thorough
31 screening being done for those employees who are authorized to bypass significant technical and
32 operational security controls. The CONTRACTOR shall retain each workforce member's background
33 check documentation for a period of three (3) years.

34 2. Technical Security Controls

35 a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY
36 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
37 COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which

1 is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full
2 disk unless approved by the COUNTY.

3 b. Server Security. Servers containing unencrypted PHI COUNTY discloses to
4 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
5 must have sufficient administrative, physical, and technical controls in place to protect that data, based
6 upon a risk assessment/system security review.

7 c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY discloses
8 to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
9 required to perform necessary business functions may be copied, downloaded, or exported.

10 d. Removable media devices. All electronic files that contain PHI COUNTY discloses to
11 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
12 must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives,
13 floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified
14 algorithm which is 128bit or higher, such as AES. Such PHI shall not be considered "removed from the
15 premises" if it is only being transported from one of CONTRACTOR's locations to another of
16 CONTRACTOR's locations.

17 e. Antivirus software. All workstations, laptops and other systems that process and/or
18 store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or
19 transmits on behalf of COUNTY must have installed and actively use comprehensive anti-virus software
20 solution with automatic updates scheduled at least daily.

21 f. Patch Management. All workstations, laptops and other systems that process and/or
22 store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or
23 transmits on behalf of COUNTY must have critical security patches applied, with system reboot if
24 necessary. There must be a documented patch management process which determines installation
25 timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable
26 patches must be installed within 30 days of vendor release. Applications and systems that cannot be
27 patched due to operational reasons must have compensatory controls implemented to minimize risk,
28 where possible.

29 g. User IDs and Password Controls. All users must be issued a unique user name for
30 accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
31 or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password
32 changed upon the transfer or termination of an employee with knowledge of the password, at maximum
33 within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must
34 be a non-dictionary word. Passwords must not be stored in readable format on the computer.
35 Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if
36 revealed or compromised. Passwords must be composed of characters from at least three of the
37 following four groups from the standard keyboard:

- 1) Upper case letters (A-Z)
- 2) Lower case letters (a-z)
- 3) Arabic numerals (0-9)
- 4) Non-alphanumeric characters (punctuation symbols)

h. Data Destruction. When no longer needed, all PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be wiped using the Gutmann or US Department of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission by COUNTY.

i. System Timeout. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

j. Warning Banners. All systems providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

k. System Logging. The system must maintain an automated audit trail which can identify the user or system process which initiates a request for PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, or which alters such PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If such PHI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

l. Access Controls. The system providing access to PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must use role based access controls for all user authentications, enforcing the principle of least privilege.

m. Transmission encryption. All data transmissions of PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website access, file transfer, and E-Mail.

n. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,

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1 or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a
2 comprehensive intrusion detection and prevention solution.

3 3. Audit Controls

4 a. System Security Review. CONTRACTOR must ensure audit control mechanisms that
5 record and examine system activity are in place. All systems processing and/or storing PHI COUNTY
6 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
7 COUNTY must have at least an annual system risk assessment/security review which provides
8 assurance that administrative, physical, and technical controls are functioning effectively and providing
9 adequate levels of protection. Reviews should include vulnerability scanning tools.

10 b. Log Reviews. All systems processing and/or storing PHI COUNTY discloses to
11 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
12 must have a routine procedure in place to review system logs for unauthorized access.

13 c. Change Control. All systems processing and/or storing PHI COUNTY discloses to
14 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
15 must have a documented change control procedure that ensures separation of duties and protects the
16 confidentiality, integrity and availability of data.

17 4. Business Continuity/Disaster Recovery Control

18 a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan
19 to enable continuation of critical business processes and protection of the security of PHI COUNTY
20 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
21 COUNTY kept in an electronic format in the event of an emergency. Emergency means any
22 circumstance or situation that causes normal computer operations to become unavailable for use in
23 performing the work required under this Contract for more than 24 hours.

24 b. Data Backup Plan. CONTRACTOR must have established documented procedures to
25 backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular
26 schedule for making backups, storing backup offsite, an inventory of backup media, and an estimate of
27 the amount of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule
28 must be a weekly full backup and monthly offsite storage of DHCS data. Business Continuity Plan
29 (BCP) for contractor and COUNTY (e.g. the application owner) must merge with the DRP.

30 5. Paper Document Controls

31 a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR
32 creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left
33 unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means
34 that information is not being observed by an employee authorized to access the information. Such PHI
35 in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in
36 baggage on commercial airplanes.

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1 b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to
2 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is
3 contained shall be escorted and such PHI shall be kept out of sight while visitors are in the area.

4 c. Confidential Destruction. PHI COUNTY discloses to CONTRACTOR or
5 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY must be disposed of
6 through confidential means, such as cross cut shredding and pulverizing.

7 d. Removal of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR
8 creates, receives, maintains, or transmits on behalf of COUNTY must not be removed from the premises
9 of the CONTRACTOR except with express written permission of COUNTY.

10 e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or
11 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left
12 unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement
13 notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the
14 intended recipient before sending the fax.

15 f. Mailing. Mailings containing PHI COUNTY discloses to CONTRACTOR or
16 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall be sealed and
17 secured from damage or inappropriate viewing of PHI to the extent possible. Mailings which include
18 500 or more individually identifiable records containing PHI COUNTY discloses to CONTRACTOR or
19 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY in a single package
20 shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless
21 the prior written permission of COUNTY to use another method is obtained.

22 F. BREACH DISCOVERY AND NOTIFICATION

23 1. Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify
24 COUNTY of such Breach, however both parties agree to a delay in the notification if so advised by a
25 law enforcement official pursuant to 45 CFR § 164.412.

26 a. A Breach shall be treated as discovered by CONTRACTOR as of the first day on which
27 such Breach is known to CONTRACTOR or, by exercising reasonable diligence, would have been
28 known to CONTRACTOR.

29 b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is
30 known, or by exercising reasonable diligence would have known, to any person who is an employee,
31 officer, or other agent of CONTRACTOR, as determined by federal common law of agency.

32 2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY
33 Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written
34 notification within 24 hours of the oral notification.

35 3. CONTRACTOR's notification shall include, to the extent possible:

36 a. The identification of each Individual whose Unsecured PHI has been, or is reasonably
37 believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

1 b. Any other information that COUNTY is required to include in the notification to
2 Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or
3 promptly thereafter as this information becomes available, even after the regulatory sixty (60) day
4 period set forth in 45 CFR § 164.410 (b) has elapsed, including:

5 1) A brief description of what happened, including the date of the Breach and the date
6 of the discovery of the Breach, if known;

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

10 3) Any steps Individuals should take to protect themselves from potential harm
11 resulting from the Breach;

12 4) A brief description of what CONTRACTOR is doing to investigate the Breach, to
13 mitigate harm to Individuals, and to protect against any future Breaches; and

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

16 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
17 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
18 COUNTY.

19 5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation
20 of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that
21 CONTRACTOR made all notifications to COUNTY consistent with this Paragraph F and as required by
22 the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure
23 of PHI did not constitute a Breach.

24 6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or
25 its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

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

31 8. CONTRACTOR shall continue to provide all additional pertinent information about the
32 Breach to COUNTY as it may become available, in reporting increments of five (5) business days after
33 the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable
34 requests for further information, or follow-up information after report to COUNTY, when such request
35 is made by COUNTY.

36 9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or
37 other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs

1 in addressing the Breach and consequences thereof, including costs of investigation, notification,
2 remediation, documentation or other costs associated with addressing the Breach.

3 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

4 1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR
5 as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in
6 the Contract, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done by
7 COUNTY except for the specific Uses and Disclosures set forth below.

8 a. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary,
9 for the proper management and administration of CONTRACTOR.

10 b. CONTRACTOR may disclose PHI COUNTY discloses to CONTRACTOR for the
11 proper management and administration of CONTRACTOR or to carry out the legal responsibilities of
12 CONTRACTOR, if:

13 1) The Disclosure is required by law; or

14 2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI
15 is disclosed that it will be held confidentially and used or further disclosed only as required by law or for
16 the purposes for which it was disclosed to the person and the person immediately notifies
17 CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has
18 been breached.

19 c. CONTRACTOR may use or further disclose PHI COUNTY discloses to
20 CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of
21 CONTRACTOR.

22 2. CONTRACTOR may use PHI COUNTY discloses to CONTRACTOR, if necessary, to
23 carry out legal responsibilities of CONTRACTOR.

24 3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR
25 consistent with the minimum necessary policies and procedures of COUNTY.

26 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as
27 required by law.

28 H. PROHIBITED USES AND DISCLOSURES

29 1. CONTRACTOR shall not disclose PHI COUNTY discloses to CONTRACTOR or
30 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY about an individual to
31 a health plan for payment or health care operations purposes if the PHI pertains solely to a health care
32 item or service for which the health care provider involved has been paid out of pocket in full and the
33 individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

34 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
35 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
36 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC §
37 17935(d)(2).

I. OBLIGATIONS OF COUNTY

1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY’s notice of privacy practices in accordance with 45 CFR § 164.520, to the extent that such limitation may affect CONTRACTOR’s Use or Disclosure of PHI.

2. COUNTY shall notify CONTRACTOR of any changes in, or revocation of, the permission by an Individual to use or disclose his or her PHI, to the extent that such changes may affect CONTRACTOR’s Use or Disclosure of PHI.

3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect CONTRACTOR’s Use or Disclosure of PHI.

4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would not be permissible under the HIPAA Privacy Rule if done by COUNTY.

J. BUSINESS ASSOCIATE TERMINATION

1. Upon COUNTY’s knowledge of a material breach or violation by CONTRACTOR of the requirements of this Business Associate Contract, COUNTY shall:

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

b. Immediately terminate the Contract, if CONTRACTOR is unwilling or unable to cure the material breach or end the violation within (30) days, provided termination of the Contract is feasible.

2. Upon termination of the Contract, CONTRACTOR shall either destroy or return to COUNTY all PHI CONTRACTOR received from COUNTY or CONTRACTOR created, maintained, or received on behalf of COUNTY in conformity with the HIPAA Privacy Rule.

a. This provision shall apply to all PHI that is in the possession of Subcontractors or agents of CONTRACTOR.

b. CONTRACTOR shall retain no copies of the PHI.

c. In the event that CONTRACTOR determines that returning or destroying the PHI is not feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible, CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit further Uses and Disclosures of such PHI to those purposes that make the return or destruction infeasible, for as long as CONTRACTOR maintains such PHI.

3. The obligations of this Business Associate Contract shall survive the termination of the Contract.

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EXHIBIT G
 TO CONTRACT FOR PROVISION OF
 PREVENTION SERVICES AND SUPPORTS FOR FAMILIES
 BETWEEN
 COUNTY OF ORANGE
 AND
 THE PRIORITY CENTER, ENDING THE GENERATIONAL CYCLE OF TRAUMA, INC.
 JULY 1, 2023 THROUGH JUNE 30, 2026

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

Any reference to statutory, regulatory, or contractual language herein shall be to such language as in effect or as amended.

A. DEFINITIONS

1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall include a "PII loss" as that term is defined in the CMPPA.

2. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code § 1798.29(d).

3. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and the California Health and Human Services Agency (CHHS).

4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database maintained by the COUNTY or California Department of Health Care Services (DHCS), received by CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection with performing the functions, activities and services specified in the Contract on behalf of the COUNTY.

5. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social Security Administration (SSA) and DHCS.

6. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29(e) whose unauthorized access may trigger notification requirements under Civil Code § 1709.29. For purposes of this provision, identity shall include, but not be limited to, name, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.

7. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the IEA and CMPPA.

8. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code § 1798.3(a).

1 9. "Required by law" means a mandate contained in law that compels an entity to make a use
2 or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court
3 orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental
4 or tribal inspector general, or an administrative body authorized to require the production of
5 information, and a civil or an authorized investigative demand. It also includes Medicare conditions of
6 participation with respect to health care providers participating in the program, and statutes or
7 regulations that require the production of information, including statutes or regulations that require such
8 information if payment is sought under a government program providing public benefits.

9 10. "Security Incident" means the attempted or successful unauthorized access, use, disclosure,
10 modification, or destruction of PI, or confidential data utilized in complying with this Contract; or
11 interference with system operations in an information system that processes, maintains or stores PI.

12 B. TERMS OF CONTRACT

13 1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as
14 otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform
15 functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the
16 CONTRACT provided that such use or disclosure would not violate the California Information Practices
17 Act (CIPA) if done by the COUNTY.

18 2. Responsibilities of CONTRACTOR

19 CONTRACTOR agrees:

20 a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or
21 required by this Personal Information Privacy and Security Contract or as required by applicable state
22 and federal law.

23 b. Safeguards. To implement appropriate and reasonable administrative, technical, and
24 physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect
25 against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use
26 or disclosure of DHCS PI or PII other than as provided for by this Personal Information Privacy and
27 Security Contract. CONTRACTOR shall develop and maintain a written information privacy and
28 security program that include administrative, technical and physical safeguards appropriate to the size
29 and complexity of CONTRACTOR's operations and the nature and scope of its activities, which
30 incorporate the requirements of Paragraph (c), below. CONTRACTOR will provide COUNTY with its
31 current policies upon request.

32 c. Security. CONTRACTOR shall ensure the continuous security of all computerized data
33 systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing
34 DHCS PI and PII. These steps shall include, at a minimum:

35 1) Complying with all of the data system security precautions listed in Paragraph E of
36 the Business Associate Contract, Exhibit F to the Contract; and

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1 2) Providing a level and scope of security that is at least comparable to the level and
2 scope of security established by the Office of Management and Budget in OMB Circular No. A-130,
3 Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for
4 automated information systems in Federal agencies.

5 3) If the data obtained by CONTRACTOR from COUNTY includes PII,
6 CONTRACTOR shall also comply with the substantive privacy and security requirements in the
7 Computer Matching and Privacy Protection Act Agreement between the SSA and the California Health
8 and Human Services Agency (CHHS) and in the Contract between the SSA and DHCS, known as the
9 Information Exchange Agreement (IEA). The specific sections of the IEA with substantive privacy and
10 security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA,
11 Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State
12 and Local Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to
13 ensure that any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides
14 DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that
15 apply to CONTRACTOR with respect to such information.

16 d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful
17 effect that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or
18 its subcontractors in violation of this Personal Information Privacy and Security Contract.

19 e. CONTRACTOR's Agents and Subcontractors. To impose the same restrictions and
20 conditions set forth in this Personal Information and Security Contract on any subcontractors or other
21 agents with whom CONTRACTOR subcontracts any activities under the Contract that involve the
22 disclosure of DHCS PI or PII to such subcontractors or other agents.

23 f. Availability of Information. To make DHCS PI and PII available to the DHCS and/or
24 COUNTY for purposes of oversight, inspection, amendment, and response to requests for records,
25 injunctions, judgments, and orders for production of DHCS PI and PII. If CONTRACTOR receives
26 DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or
27 DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including
28 employees, contractors and agents of its subcontractors and agents.

29 g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist
30 the COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the
31 CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS
32 PI, production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such
33 breach to the affected individual(s).

34 h. Breaches and Security Incidents. During the term of the Contract, CONTRACTOR
35 agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII
36 or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI
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1 and PII or security incident in accordance with Paragraph F, of the Business Associate Contract, Exhibit
2 F to the Contract.

3 i. Designation of Individual Responsible for Security. CONTRACTOR shall designate an
4 individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for
5 carrying out the requirements of this Personal Information Privacy and Security Contract and for
6 communicating on security matters with the COUNTY.

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