

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	7
III. Assignment of Debts	7
IV. Compliance	7
V. Confidentiality.....	11
VI. Conflict of Interest	11
VII. Delegation, Assignment, and Subcontracts.....	12
VIII. Dispute Resolution.....	13
IX. Employee Eligibility Verification	14
X. Equipment	15
XI. Expenditure and Revenue Report.....	16
XII. Facilities, Payments and Services.....	16
XIII. Indemnification and Insurance	16
XIV. Inspections and Audits.....	20
XV. Licenses and Laws	21
XVI. Literature, Advertisements, and Social Media.....	22
XVII. Maximum Obligation.....	22
XVIII. Minimum Wage Laws	22
XIX. Nondiscrimination.....	23
XX. Notices.....	25
XXI. Notification of Death	25
XXII. Notification of Public Events and Meetings	26
XXIII. Records Management and Maintenance	26
XXIV. Research and Publication.....	28
XXV. Revenue	28
XXVI. Severability.....	28
XXVII. Special Provisions	29
XXVIII. Status of Contractor	29
XXIX. Term	30
XXX. Termination	30
XXXI. Third Party Beneficiary	32

TABLE OF CONTENTS

1		
2		
3	XXXII. Waiver of Default or Breach.....	32
4	XXXIII. Signature Page.....	33

EXHIBIT A

5		
6		
7		
8		
9		
10	I. Definitions	1
11	II. Budget	3
12	III. Payments	6
13	IV. Reports.....	8
14	V. Services	9
15	VI. Staffing	15

EXHIBIT B

16		
17		
18	I. Business Associate Contract.....	1
19		

EXHIBIT C

20		
21	I. Personal Information Privacy and Security Contract.....	1

22 //
 23 //
 24 //
 25 //
 26 //
 27 //
 28 //
 29 //
 30 //
 31 //
 32 //
 33 //
 34 //
 35 //
 36 //
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1 **REFERENCED CONTRACT PROVISIONS**

2
3 **Contract Term:** January 8, 2024 through June 30, 2025

4 Period One means the period from January 8, 2024 through June 30, 2024

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

6
7 **Maximum Obligation:** \$ 1,838,200

8 Period One Maximum Obligation: \$ 787,800

9 Period Two Maximum Obligation: \$ 1,050,400

10
11 TOTAL MAXIMUM OBLIGATION: \$ 1,838,200

12
13 **Basis for Reimbursement:** Fee for Service
14 Negotiated Rate

15
16 **Payment Method:** Payment in Arrears

17
18 **CONTRACTOR DUNS/UEI Number:** L9YNGMGNB8B8

19
20 **CONTRACTOR Tax ID Number:** 33-0301538

21
22
23 **Notices to COUNTY and CONTRACTOR:**

24
25 **COUNTY:** County of Orange
26 Health Care Agency
27 Procurement and Contract Services
28 405 West 5th Street, Suite 600
29 Santa Ana, CA 92701-4637

30
31 **CONTRACTOR:** Abrazar , Inc.
32 7101 Wyoming Street
33 Westminster, CA 92683
34 Mario Ortega, CEO
35 m.ortega@abrazarinc.com

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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:

1		
2		
3		
4	A. ARRA	American Recovery and Reinvestment Act
5	B. ASRS	Alcohol and Drug Programs Reporting System
6	C. CAP	Corrective Action Plan
7	D. CCC	California Civil Code
8	E. CCR	California Code of Regulations
9	F. CEO	County Executive Office
10	G. CFDA	Catalog of Federal Domestic Assistance
11	H. CFR	Code of Federal Regulations
12	I. CHPP	COUNTY HIPAA Policies and Procedures
13	J. CHS	Correctional Health Services
14	K. COI	Certificate of Insurance
15	L. DHCS	California Department of Health Care Services
16	M. D/MC	Drug/Medi-Cal
17	N. DPFS	Drug Program Fiscal Systems
18	O. DRS	Designated Record Set
19	P. EEOC	Equal Employment Opportunity Commission
20	Q. EHR	Electronic Health Records
21	R. EOC	Equal Opportunity Clause
22	S. ePHI	Electronic Protected Health Information
23	T. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
24	U. FFS	Fee For Service
25	V. FSP	Full Service Partnership
26	W. FTE	Full Time Equivalent
27	X. GAAP	Generally Accepted Accounting Principles
28	Y. HCA	Health Care Agency
29	Z. HHS	Federal Health and Human Services Agency
30	AA. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
31		Law 104-191
32	AB. HITECH	Health Information Technology for Economic and Clinical Health Act,
33		Public Law 111-005
34	AC. HSC	California Health and Safety Code
35	AD. IRIS	Integrated Records and Information System
36	AE. ISO	Insurance Services Office
37	AF. LCSW	Licensed Clinical Social Worker

1	AG. MHP	Mental Health Plan
2	AH. MHSA	Mental Health Services Act
3	AI. MSN	Medical Safety Net
4	AJ. NIH	National Institutes of Health
5	AK. NPI	National Provider Identifier
6	AL. OCJS	Orange County Jail System
7	AM. OCPD	Orange County Probation Department
8	AN. OCR	Federal Office for Civil Rights
9	AO. OCSD	Orange County Sheriff's Department
10	AP. OIG	Federal Office of Inspector General
11	AQ. OMB	Federal Office of Management and Budget
12	AR. OPM	Federal Office of Personnel Management
13	AS. PA DSS	Payment Application Data Security Standard
14	AT. PC	State of California Penal Code
15	AU. PCI DSS	Payment Card Industry Data Security Standards
16	AV. PHI	Protected Health Information
17	AW. PII	Personally Identifiable Information
18	AX. PRA	California Public Records Act
19	AY. SIR	Self-Insured Retention
20	AZ. SOW	Scope of Work
21	BA. UOS	Units of Service
22	BB. USC	United States Code
23	BC. WIC	Women, Infants and Children
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1 II. ALTERATION OF TERMS

2 A. This Contract, together with Exhibits A, B, and C, attached hereto and incorporated herein, fully
3 expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject
4 matter of this Contract.

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

9 III. ASSIGNMENT OF DEBTS

10
11 Unless this Contract is followed without interruption by another agreement between the parties hereto
12 for the same services and substantially the same scope, at the termination of this Contract,
13 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of persons
14 receiving services pursuant to this Contract. CONTRACTOR shall immediately notify by mail each of
15 these persons, specifying the date of assignment, the County of Orange as assignee, and the address to
16 which payments are to be sent. Payments received by CONTRACTOR from or on behalf of said persons,
17 shall be immediately given to COUNTY.

18 IV. COMPLIANCE

19
20 A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for
21 the purpose of ensuring adherence to all rules and regulations related to federal and state health care
22 programs.

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

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

31 These elements include:

- 32 a. Designation of a Compliance Officer and/or compliance staff.
- 33 b. Written standards, policies and/or procedures.
- 34 c. Compliance related training and/or education program and proof of completion.
- 35 d. Communication methods for reporting concerns to the Compliance Officer.
- 36 e. Methodology for conducting internal monitoring and auditing.
- 37 f. Methodology for detecting and correcting offenses.

1 g. Methodology/Procedure for enforcing disciplinary standards.

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

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

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

26 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or
27 retained to provide services related to this Contract semi-annually to ensure that they are not designated
28 as Ineligible Persons, as pursuant to this Contract. Screening shall be conducted against the General
29 Services Administration's Excluded Parties List System or System for Award Management, the Health
30 and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California
31 Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death Master File
32 at date of employment, and/or any other list or system as identified by ADMINISTRATOR.

33 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees,
34 interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items
35 or services or who perform billing or coding functions on behalf of ADMINISTRATOR.
36 CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of
37 ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or

1 CONTRACTOR's own compliance program, code of conduct and related policies and procedures if
2 CONTRACTOR has elected to use its own).

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

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

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

9 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
10 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
11 Contract.

12 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-
13 annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that
14 its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State
15 of California health programs and have not been excluded or debarred from participation in any federal
16 or state health care programs, and to further represent to CONTRACTOR that they do not have any
17 Ineligible Person in their employ or under contract.

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

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

28 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
29 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.
30 Such individual or entity shall be immediately removed from participating in any activity associated with
31 this Contract. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to
32 CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly
33 return any overpayments within forty-five (45) business days after the overpayment is verified by
34 ADMINISTRATOR.

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

37 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's

1 Compliance Program shall use its best efforts to encourage completion by all Covered Individuals;
2 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated
3 representative to complete the General Compliance Training when offered.

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

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

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

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

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

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

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

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

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

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

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

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

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

36 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also
37 fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which

1 accurately describes the services provided and must ensure compliance with all billing and documentation
2 requirements.

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

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

7 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and
8 participate in the quality improvement activities developed in the implementation of the Quality
9 Management Program.

10 7. CONTRACTOR shall comply with the provisions of ADMINISTRATOR's Cultural
11 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural
12 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
13 §1810.410.subds.(c)-(d).

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

20 21 **V. CONFIDENTIALITY**

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

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

32 33 **VI. CONFLICT OF INTEREST**

34 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that
35 could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall
36 apply to CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods
37 and services provided under this Contract. CONTRACTOR's efforts shall include, but not be limited to

1 establishing rules and procedures preventing its employees, agents, and subcontractors from providing or
2 offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence
3 or appear to influence COUNTY staff or elected officers in the performance of their duties.

4 5 **VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

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

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

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

1 the attention of the County Procurement Officer by way of the following process:

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

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

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

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

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

24
25 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

26 CONTRACTOR attests that it shall fully comply with all federal and state statutes and regulations
27 regarding the employment of aliens and others and to ensure that employees, subcontractors and
28 consultants performing work under this Contract meet the citizenship or alien status requirement set forth
29 in federal statutes and regulations. CONTRACTOR shall obtain from all employees, subcontractors and
30 consultants performing work hereunder, all verification and other documentation of employment
31 eligibility status required by federal or state statutes and regulations including, but not limited to, the
32 Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist and as they
33 may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered
34 employees, subcontractors and consultants for the period prescribed by the law.

35 //

36 //

37 //

X. EQUIPMENT

1
2 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
3 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
4 ADMINISTRATOR to assist in performing the services described in this Contract. "Relatively
5 Permanent" is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000 or
6 over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital
7 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and other
8 taxes, and installation costs, or electronic equipment that costs less than \$600 but may contain PHI or PII,
9 are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to phones, tablets,
10 audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment purchased, in
11 whole or in part, with funds paid pursuant to this Contract shall be depreciated according to GAAP.

12 B. CONTRACTOR shall obtain ADMINISTRATOR's written approval prior to purchase of any
13 Equipment with funds paid pursuant to this Contract. Upon delivery of Equipment, CONTRACTOR shall
14 forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting
15 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.
16 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each purchased
17 asset in an Equipment inventory.

18 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to COUNTY
19 the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in relation to
20 Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is purchased.
21 Title of expensed Equipment shall be vested with COUNTY.

22 D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with
23 funds paid through this Contract, including date of purchase, purchase price, serial number, model and
24 type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall
25 include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if
26 any.

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

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

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

37 //

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

3
4 **XI. EXPENDITURE AND REVENUE REPORT**

5 A. No later than sixty (60) calendar days following termination of each period or fiscal year of this
6 Contract, CONTRACTOR shall submit to ADMINISTRATOR, for informational purposes only, an
7 Expenditure Report for the preceding fiscal year, or portion thereof. Such report shall be prepared in
8 accordance with the procedure that is provided by ADMINISTRATOR and GAAP.

9 B. CONTRACTOR may be required to submit periodic Expenditure Reports throughout the term of
10 the Contract.

11
12 **XII. FACILITIES, PAYMENTS, AND SERVICES**

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

18
19 **XIII. INDEMNIFICATION AND INSURANCE**

20 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
21 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
22 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
23 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,
24 including but not limited to personal injury or property damage, arising from or related to the services,
25 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
26 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
27 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
28 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request
29 a jury apportionment.

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

35 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
36 CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR's insurance as an
37 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for

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

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

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

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

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

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

25 F. QUALIFIED INSURER

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles (4 passengers or less)	\$1,000,000 per occurrence

1		
2	Workers' Compensation	Statutory
3		
4	Employers' Liability Insurance	\$1,000,000 per occurrence
5		
6	Network Security & Privacy Liability	\$1,000,000 per claims made
7		
8	Employee Dishonesty	\$1,000,000 per occurrence
9		

10

11 H. REQUIRED COVERAGE FORMS

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

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

17 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

37 K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving

1 all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents*
2 *and employees*, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN**
3 **CONTRACT**.

4 L. The County of Orange shall be the loss payee on the Employee Dishonesty coverage. A Loss
5 Payee endorsement evidencing that the County of Orange is a Loss Payee shall accompany the Certificate
6 of Insurance.

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

12 N. If CONTRACTOR's Network Security & Privacy Liability is a "Claims-Made" policy,
13 CONTRACTOR shall agree to the following:

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

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

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

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

24 P. Insurance certificates should be forwarded to the department address specified in the Referenced
25 Contract Provisions of this Contract.

26 Q. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)
27 calendar days of notification by COUNTY, COUNTY may suspend or terminate this Contract.

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

32 S. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
33 CONTRACTOR does not deposit copies of acceptable Certificate of Insurance and endorsements with
34 COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice,
35 this Contract may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled
36 to all legal remedies.

37 T. The procuring of such required policy or policies of insurance shall not be construed to limit

1 CONTRACTOR's liability hereunder nor to fulfill the indemnification provisions and requirements of this
2 Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

3 **U. SUBMISSION OF INSURANCE DOCUMENTS**

4 1. The COI and endorsements shall be provided to COUNTY as follows:
5 a. Prior to the start date of this Contract.
6 b. No later than the expiration date for each policy.
7 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
8 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

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

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

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

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

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

24 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
25 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs
26 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

27
28 **XIV. INSPECTIONS AND AUDITS**

29 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
30 of the State of California, the Secretary of the United States Department of Health and Human Services,
31 the Comptroller General of the United States, or any other of their authorized representatives, shall have
32 access to any books, documents, and records, including but not limited to, financial statements, general
33 ledgers, relevant accounting systems, medical and Client records, of CONTRACTOR that are directly
34 pertinent to this Contract, for the purpose of responding to a Client complaint or conducting an audit,
35 review, evaluation, or examination, or making transcripts during the periods of retention set forth in the
36 Records Management and Maintenance Paragraph of this Contract. Such persons may at all reasonable
37 times inspect or otherwise evaluate the services provided pursuant to this Contract and the premises in

1 | which they are provided.

2 | B. CONTRACTOR shall actively participate and cooperate with any person specified in
3 | Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this
4 | Contract and shall provide the above-mentioned persons adequate office space to conduct such evaluation
5 | or monitoring.

6 | C. AUDIT RESPONSE

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

12 | 2. If the audit reveals that money is payable from one party to the other, that is, reimbursement
13 | by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said
14 | funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of
15 | the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement
16 | is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies
17 | provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the
18 | reimbursement due COUNTY.

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

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

26 |
27 | **XV. LICENSES AND LAWS**

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

33 | B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

34 | 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State
35 | reporting requirements regarding its employees and with all lawfully served Wage and Earnings
36 | Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the
37 | term of the Contract with the County of Orange. Failure to comply shall constitute a material breach of

1 the Contract and failure to cure such breach within sixty (60) calendar days of notice from the COUNTY
2 shall constitute grounds for termination of the Contract.

3 4 **XVI. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

22 D. Any information as described in Subparagraphs B. and C. above shall not imply endorsement by
23 COUNTY, unless ADMINISTRATOR consents thereto in writing.

24 25 **XVII. MAXIMUM OBLIGATION**

26 A. The Total Maximum Obligation of COUNTY for services provided in accordance with this
27 Contract, and the separate Maximum Obligations for each period under this Contract, are as specified in
28 the Referenced Contract Provisions of this Contract.

29 30 **XVIII. MINIMUM WAGE LAWS**

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

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

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

8 9 **XIX. NONDISCRIMINATION**

10 **A. EMPLOYMENT**

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

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

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

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

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

37 6. Each labor union or representative of workers with which CONTRACTOR and/or

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

5 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
6 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
7 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability,
8 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,
9 age, sexual orientation, or military and veteran status in accordance with Title IX of the Education
10 Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964
11 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6,
12 Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act of
13 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated
14 pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be
15 hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination
16 includes, but is not limited to the following based on one or more of the factors identified above:

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

26 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Clients
27 through a written statement that CONTRACTOR's and/or subcontractor's Clients may file all complaints
28 alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
29 ADMINISTRATOR.

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

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

36 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply with
37 the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented

1 in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42 USC 12101 et
2 seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of discrimination
3 against qualified persons with disabilities in all programs or activities, and if applicable, as implemented
4 in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together with succeeding
5 legislation.

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

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

14 **XX. NOTICES**

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

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

20 2. When faxed, transmission confirmed;

21 3. When sent by Email; or

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

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

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

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

34 **XXI. NOTIFICATION OF DEATH**

35 A. Upon becoming aware of the death of any person served pursuant to this Contract,
36
37

1 CONTRACTOR shall immediately notify ADMINISTRATOR.

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

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

8 2. WRITTEN NOTIFICATION

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

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

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

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

21
22 **XXII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

30
31 **XXIII. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

- 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.
- I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance with the terms of this Contract and common business practices. If documentation is retained electronically, CONTRACTOR shall, in the event of an audit or site visit:
 - 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit or site visit.
 - 2. Provide auditor or other authorized individuals access to documents via a computer terminal.
 - 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.
- J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy ADMINISTRATOR on such notifications.
- K. CONTRACTOR may be required to pay any costs associated with a Breach of privacy and/or security of PII and/or PHI, including but not limited to the costs of notification. CONTRACTOR shall pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

XXIV. RESEARCH AND PUBLICATION

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

XXV. REVENUE

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

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

XXVI. SEVERABILITY

If a court of competent jurisdiction declares any provision of this Contract or application thereof to any person or circumstances to be invalid or if any provision of this Contract contravenes any federal, state or county statute, ordinance, or regulation, the remaining provisions of this Contract or the

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1 application thereof shall remain valid, and the remaining provisions of this Contract shall remain in full
2 force and effect, and to that extent the provisions of this Contract are severable.

4 **XXVII. SPECIAL PROVISIONS**

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

- 7 1. Making cash payments to intended recipients of services through this Contract.
- 8 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
9 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use
10 of appropriated funds to influence certain federal contracting and financial transactions).
- 11 3. Fundraising.
- 12 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
13 CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of
14 Directors or governing body.
- 15 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body
16 for expenses or services.
- 17 6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants,
18 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
19 agent, or making salary advances or giving bonuses to CONTRACTOR's staff.
- 20 7. Paying an individual salary or compensation for services at a rate in excess of the current
21 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule
22 may be found at www.opm.gov.
- 23 8. Severance pay for separating employees.
- 24 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
25 codes and obtaining all necessary building permits for any associated construction.

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

- 28 1. Funding travel or training (excluding mileage or parking).
- 29 2. Making phone calls outside of the local area unless documented to be directly for the purpose
30 of Client care.
- 31 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 32 4. Purchase of artwork or other items that are for decorative purposes and do not directly
33 contribute to the quality of services to be provided pursuant to this Contract.

34 **XXVIII. STATUS OF CONTRACTOR**

35 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
36 wholly responsible for the manner in which it performs the services required of it by the terms of this
37

1 Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants
2 employed by CONTRACTOR. This Contract shall not be construed as creating the relationship of
3 employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of
4 CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors.
5 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants,
6 volunteers, interns, or subcontractors as they relate to the services to be provided during the course and
7 scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers, interns, or
8 subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and shall not be
9 considered in any manner to be COUNTY's employees.

11 **XXIX. TERM**

12 A. This specific Contract with CONTRACTOR is only one of several agreements to which the term
13 of this Contract applies. This specific Contract shall commence as specified in the Reference Contract
14 Provisions of this Contract or the execution date, whichever is later. This specific Contract shall terminate
15 as specified in the Referenced Contract Provisions of this Contract, unless otherwise sooner terminated as
16 provided in this Contract. CONTRACTOR shall perform such duties as would normally extend beyond
17 this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits,
18 reporting and accounting.

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

22 **XXX. TERMINATION**

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

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

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

1 Contract.

2 6. The continued incapacity of any physician or licensed person to perform duties required
3 pursuant to this Contract.

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

8 C. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

14
 15 **XXXI. THIRD PARTY BENEFICIARY**

16 Neither party hereto intends that this Contract shall create rights hereunder in third parties including,
 17 but not limited to, any subcontractors or any clients provided services pursuant to this Contract.

18
 19 **XXXII. WAIVER OF DEFAULT OR BREACH**

20 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
 21 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
 22 Contract shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default
 23 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 of
2 California.

3
4 **CONTRACTOR: ABRAZAR, INC.**

5
6 DocuSigned by:
7 BY: Mario Ortega, CEO CA5455507877494... DATED: 10/31/2023

8 TITLE: Chief Executive Officer
9

10
11 **COUNTY OF ORANGE**

12
13
14 BY: _____ DATED: _____
15 PURCHASING AGENT/DESIGNEE

16
17
18
19 **APPROVED AS TO FORM**
20 **OFFICE OF THE COUNTY COUNSEL**
21 **ORANGE COUNTY, CALIFORNIA**

22 DocuSigned by:
23 BY: Brittany McLean 9713A4061D4343D... DATED: 11/1/2023
24 DEPUTY

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

1 EXHIBIT A
2 TO CONTRACT FOR THE PROVISION OF
3 HEALTH PROMOTION FOR PUBLIC HEALTH SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 ABRAZAR , INC.
8 JANUARY 8, 2024 THROUGH JUNE 30, 2025
9
10

11 **I. DEFINITIONS**

12 A. The parties agree to the following terms and definitions, and to those terms and definitions that,
13 for convenience, are set forth elsewhere in this Contract.

14 1. Administrative Staff means individuals within CONTRACTOR's team who handle
15 administrative tasks related to the Contract, including but not limited to:

16 a. Human Resources (HR): Responsible for managing employee-related services,
17 regulatory compliance, and employee relations.

18 b. Finance/Accounting: Responsible for financial transactions, budgeting, financial
19 planning, and ensuring financial compliance.

20 c. Information Technology (IT): Responsible for managing and maintaining all
21 technological infrastructure.

22 d. Office Support: Provides a wide range of administrative, clerical and logistical services
23 for the team.

24 2. Program Staff means individuals within CONTRACTOR's team who are responsible for
25 implementing and managing the specific programs outlined in the Contract, including but not limited to:

26 a. Program Manager(s): Responsible for all oversight regarding planning and execution of
27 service delivery programs.

28 b. Educators/Trainers: Responsible for developing and delivering educational content and
29 training.

30 c. Community Outreach Coordinators: Engage with the community to promote public
31 health messages and programs.

32 3. Community Health Worker (CHW) / Promotores means the frontline public health worker
33 who is a trusted member or holds a particularly good understanding of the community serviced. A CHW
34 serves as a liaison between health and social services and the community in order to facilitate access to
35 services and to improve the quality and cultural competence of service delivery. CHWs may also be
36 known by other names: promotores de salud, coaches, lay health advisors, community health
37 representatives, peer mentors, or peer navigators, per the Centers for Disease Control and Prevention,

1 | 2023.

2 | 4. Group Education Session means a structured learning experience where CONTRACTOR
3 | provides information or instruction to a group on a specific public health topic. This can be in the form of
4 | presentations, workshops, or interactive discussions. The scope may include:

5 | a. Content Development: The creation of educational materials, which may include topic
6 | research, content writing, and designing of layouts or visuals.

7 | b. Delivery: The act of presenting or distributing educational content to the intended
8 | audience.

9 | c. Audience: The group for whom the services are intended. It may include a specific
10 | demographic, a specific geographical area, or a particular group of individuals.

11 | d. Duration: The length of time for which the services will be provided. This may involve
12 | a set number of hours, days, weeks or months; it may also be on an ongoing basis until a specific goal is
13 | achieved.

14 | 5. Small Targeted Group Event means a focused gathering with a limited number of
15 | participants, often ranging from a few individuals to several dozen. It caters to a specific audience sharing
16 | common interests or characteristics, emphasizing interaction and engagement through discussions,
17 | workshops, and networking. Examples may include but are not limited to: Prenatal Nutrition Workshop
18 | for Expectant Mothers, Diabetes Support Group Meeting, or teen Health Talk.

19 | 6. Large Community Group Event means a sizeable event that draws a broader audience,
20 | ranging from dozens to potentially thousands of participants. It aims to engage a diverse cross-section of
21 | the community, with an emphasis on raising awareness, fostering community involvement, and promoting
22 | public engagement. Examples may include but are not limited to: OC Fair, Cultural/Civic Celebrations,
23 | Festivals, Carnivals, Parades, and Community Concert or Movie Nights.

24 | 7. One-on-One / Door-to-Door Interactions means CONTRACTOR or subcontractor staff
25 | visiting individuals' homes to provide information related to OC Public Health Services" (PHS) programs
26 | and public health initiatives. One-on-One / Door-to-Door Interactions are a key part of community
27 | outreach and engagement, and help to ensure that individuals are aware of and have access to the public
28 | health services that they need. Activities during these interactions may include but are not limited to:

29 | a. Distributing Materials: CONTRACTOR or subcontractor may distribute educational
30 | materials, program brochures, and PHS business cards to individuals.

31 | b. Assessing Needs: CONTRACTOR or subcontractor may assess the needs of individuals
32 | that they visit to determine what services and/or resources the individuals may benefit from.

33 | c.

34 | Linkage to Services: Based on needs assessment, CONTRACTOR or subcontractor may provide
35 | information as well as facilitate connections to relevant services and resources.

36 | 8. Assessment means the process by which CONTRACTOR or subcontractor identifies and
37 | prioritizes health and social needs of the community, family, or individual, and identify resources such as

1 organizations, facilities, and programs in the community that are potentially available to address those
2 needs.

3 9. Referrals means the process by which individuals or groups are directed to specific healthcare
4 or social service programs in order to address their health and well-being needs. The goal is to connect
5 people with the appropriate resources and support available within the public health and community
6 services sector. This ensures that they receive the necessary care, education, or assistance to improve both
7 health and quality of life. The referral process often involves assessing an individual’s or community’s
8 needs, identifying suitable services, and facilitating entry into public health and community programs or
9 services to promote overall well-being and health.

10 10. Linkage of Care means the comprehensive process of connecting individuals with the
11 necessary services and resources to address their specific needs, which may be medical, social,
12 psychological, or otherwise. This process usually follows the identification of a need, and ensures that
13 individuals access and receive the appropriate care and support to manage their situation effectively.

14 Linkage of care aims to bridge the gap between identifying an individual’s need(s) and
15 ensuring that the individual receives the required services. These services may include but are not limited
16 to medical treatment, public health home visits, counseling, preventive measures, social services such as
17 food assistance and housing support, mental health services, educational support services, substance abuse
18 treatment programs, or legal aid services. The goal is to provide a holistic approach to care that addresses
19 all aspects of an individual’s well-being, ensuring that they receive comprehensive support that extends
20 beyond healthcare to include all facets of their lives.

21
22 **II. BUDGET**

23 A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph for each
24 Period as set forth in this Exhibit A to the Contract.

25 B. Period One shall be based upon services provided from January 8, 2024 through June 30,
26 2024.

27 C. Period Two shall be based upon services provided from July 1, 2024 through June 30, 2025.

28 D. CONTRACTOR agrees that the number and type of services may be adjusted by mutual
29 agreement of ADMINISTRATOR and CONTRACTOR during the term of the Contract; provided,
30 however, that the total of any such adjustments shall not cause the total budget to exceed the Maximum
31 Obligation for each Period as set forth in the Referenced Contract Provisions of the Contract.

32 **COMBINED TOTAL ANNUAL BUDGET**

33 E. The following combined Actual Cost plus Fee for Service budget (Combined Total Annual
34 budget) is per period for the provision of Health Promotion for Public Health Services, and is set forth for
35 informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR
36 and CONTRACTOR.

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	<u>PERIOD</u>	<u>PERIOD</u>	<u>TOTAL</u>
	<u>ONE</u>	<u>TWO</u>	
<u>ACTUAL COST</u>	\$ 712,800	\$ 900,400	\$ 1,613,200
<u>FEE FOR SERVICE</u>	\$ 75,000	\$ 150,000	\$ 225,000
<u>COMBINED TOTAL</u>	\$ 787,800	\$ 1,050,400	\$ 1,838,200

8 ACTUAL COST

9 F. The following Actual Cost budget is per period for the provision of Health Promotion for Public
 10 Health Services, and is set forth for informational purposes only and may be adjusted by mutual
 11 agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

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	<u>PERIOD</u>	<u>PERIOD</u>	<u>TOTAL</u>
	<u>ONE</u>	<u>TWO</u>	
ADMINISTRATIVE			
Salaries	\$ 0	0	0
Benefits	0	0	0
Services and Supplies	0	0	0
Indirect Costs	<u>52,128</u>	<u>92</u>	<u>52,220</u>
SUBTOTAL ADMINISTRATIVE	\$ 52,128	\$ 92	\$ 52,220
ACTUAL COST			
PROGRAM			
Salaries	\$255,840	\$299,520	\$ 555,360
Benefits	44,132	51,668	95,800
Services and Supplies	17,500	0	0
Subcontractors	<u>343,200</u>	<u>549,120</u>	<u>892,320</u>
SUBTOTAL PROGRAM ACTUAL	\$660,672	\$900,308	\$1,560,980
COST			
TOTAL ACTUAL COST	\$712,800	\$900,400	\$1,613,200
ACTUAL COST MAXIMUM	\$712,800	\$900,400	\$1,613,200
OBLIGATION			

G. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds between

1 budgeted line items within a program, for the purpose of meeting specific program needs or for providing
 2 continuity of care to its participants, by utilizing a Budget/Staffing Modification Request form provided
 3 by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing
 4 Modification Request to ADMINISTRATOR for consideration, in advance, which shall include a
 5 justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the
 6 sustaining annual impact of the shift as may be applicable to the current contract period and/or future
 7 contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification
 8 Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of
 9 CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing
 10 Modification Request(s) may result in disallowance of those costs.

11 H. CONTRACTOR shall be responsible for the development and implementation of an evaluation
 12 guideline using criteria developed by HCA/Health Promotion.

13 I. The Actual Cost budget is per period for the provision of Health Promotion for Public Health
 14 Services, and is set forth for informational purposes only and may be adjusted by mutual agreement, in
 15 writing, by ADMINISTRATOR and CONTRACTOR.

16
 17 FEE FOR SERVICE

18 J. The Fee for Service annual budgeted not-to-exceed amount is \$75,000 for Period One and
 19 \$150,000 for Period Two, which is based upon the available maximum obligation funding amount that is
 20 separate from the amount budgeted for Actual Cost reimbursal, see table in Paragraph II. E. BUDGET
 21 above, and is for the provision of Health Promotion, Outreach, Referral and Linkage to Services for Public
 22 Health Services. This is set forth for informational purposes only and may be adjusted by mutual
 23 agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

24 1. COUNTY shall reimburse CONTRACTOR monthly in arrears as fee for service for
 25 providing services as defined by the rates in the rate schedule below in PAYMENTS paragraph.

26 K. Catalog of Federal Domestic Assistance (CFDA) Information

27 1. This Contract includes federal funds paid to CONTRACTOR. The CFDA number and
 28 associated information for federal funds paid through this Contract are specified below:

CFDA Year:	2024 - 2025
CFDA No:	93.268
Program Title:	Immunization Assistance Program
Federal Agency:	CDC
Award Name:	Immunization Cooperative Agreement
Amount:	TBA – CDPH currently working on the funding announcement.

36
 37 2. CONTRACTOR may be required to have an audit conducted in accordance with 31 USC

1 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200. CONTRACTOR shall be
 2 responsible for complying with any federal audit requirements within the reporting period specified by
 3 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200.

4 3. ADMINISTRATOR may revise the CFDA information listed above, and shall notify
 5 CONTRACTOR in writing of said revisions.

6 L. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget
 7 Paragraph to this Exhibit A to the Contract.

8 9 **III. PAYMENTS**

10 A. COUNTY shall pay CONTRACTOR monthly, in arrears, on a single monthly invoice, for the
 11 actual costs of providing services described hereunder as well as reimbursement for fee-for-service based upon
 12 units of service described hereunder. Monthly payments are interim payments only and are subject to Final
 13 Settlement in accordance with the Cost Report Paragraph of the Contract.; provided, however, the total of
 14 such payments does not exceed COUNTY's Total Maximum Obligation and, provided further,
 15 CONTRACTOR's costs are reimbursable pursuant to County, State and/or Federal regulations.
 16 ADMINISTRATOR may, at its discretion, pay supplemental billings for any month in which the interim
 17 payment amount specified above has not been fully paid.

18 B. PAYMENT METHOD

19 1. COUNTY shall pay CONTRACTOR monthly in arrears the Fee-for-Service of Public Health
 20 Outreach, Referral and Linkage to Services, including: Small Targeted Group Events, Large Community
 21 Group Events, Small Group Education Sessions, Large Group Education Sessions, Individuals Assessed
 22 for Service and/or Resource Need, Individuals Referred, and Individuals Linked to Care; see Fee-for-
 23 Service Rate Schedule immediately below:

24 .

<u>Fee for Service Reimbursable Service</u>	<u>Rate per Unit</u>
One-on-One / Door-to-Door Interaction	\$2.00
Small Targeted Group Event	\$200.00
Large Community Group Event	\$500.00
Small Group Education Session	200.00
Large Group Education Session	500.00
Individual Assessed for Service/Resource Need	10.00
Individual Referred	2.00
Individual Linked to Care	4.00

35 2. COUNTY shall pay CONTRACTOR monthly in arrears for the Actual Costs associated with
 36 the provision of Public Health Messaging and Health Promotion, including but not limited to:
 37 development, provision and dissemination of translation materials and services, translated informational

1 and promotional materials, in-person interpretation support services, and language assistance phonelines.
2 These services are not covered under the fee-for service reimbursement structure.

3 3. In support of the monthly billing, CONTRACTOR shall submit an Expenditure and Revenue
4 Report, which shall have other information including but not limited to, staffing, units of service, and any
5 other information requested by ADMINISTRATOR, as specified in the Reports Paragraph of this Exhibit
6 A to the Contract. ADMINISTRATOR shall use the Expenditure and Revenue Report to determine
7 payment to CONTRACTOR as specified in Subparagraphs A.4. and A.5., below.

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

12 5. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the interim
13 payment amounts are less than the actual cost of providing services, ADMINISTRATOR may authorize a
14 supplemental payment to CONTRACTOR by an amount not to exceed the difference between the year-
15 to-date interim payment amount to CONTRACTOR and the year-to-date actual cost incurred by
16 CONTRACTOR.

17 C. CONTRACTOR's invoices shall be on a form approved or supplied by ADMINISTRATOR and
18 include such information as is required by ADMINISTRATOR. Invoices are due the twentieth (20th)
19 calendar day of each month and payments to CONTRACTOR should be released by COUNTY no later
20 than thirty (30) calendar days after receipt of the correctly completed invoice.

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

24 E. At ADMINISTRATOR's sole discretion, ADMINISTRATOR may withhold or delay all or a part
25 of any payment if CONTRACTOR fails to comply with any provision of the Contract, including, but not
26 limited to, CONTRACTOR's obligations with respect to reporting, correcting deficiencies, or delays in
27 progressing satisfactorily in achieving all the terms of this Contract. CONTRACTOR agrees that release
28 of any payment withheld or delayed by ADMINISTRATOR shall be contingent upon satisfactory
29 implementation and timeliness of CONTRACTOR's corrective action; provided, however, that any issue
30 not satisfactorily resolved after sixty (60) calendar days may result in CONTRACTOR's loss of such
31 withheld or delayed funds..

32 F. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
33 and/or termination of this Contract, except as may otherwise be provided under this Contract, or
34 specifically agreed upon in a subsequent Agreement.

35 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
36 Payments Paragraph of this Exhibit A to the Contract.

37 //

IV. REPORTS

A. FISCAL

1. Expenditure-Revenue Report – CONTRACTOR shall submit Expenditure and Revenue Reports to ADMINISTRATOR in support of the monthly invoice. These reports shall be on a form approved or provided by ADMINISTRATOR, and shall report actual costs and fee-for-service units and costs for each of the CONTRACTOR’s program(s) or cost center(s) described in the Services Paragraph of this Exhibit A to the Contract. These reports are due to ADMINISTRATOR by the twentieth (20th) calendar day of each month following the end of the month being reported.

2. Year-End Projection Reports – CONTRACTOR shall provide monthly, year-end projections to ADMINISTRATOR that shall include year-to-date actual costs and revenues, and anticipated year-end actual costs and revenues for CONTRACTOR’s program described in the Services Paragraph of this Exhibit A to the Contract, and shall be on a form approved or provided by ADMINISTRATOR. Year-End Projection Reports will be submitted in conjunction with the monthly Expenditure and Revenue Reports and are due to ADMINISTRATOR by the twentieth (20th) calendar day of each month following the end of the month being reported.

3. Staffing Report – CONTRACTOR shall submit Staffing Reports to ADMINISTRATOR in support of the monthly invoice. These reports shall be on a form approved or provided by ADMINISTRATOR and shall, at a minimum include actual hours worked by each staff member under Actual Costs services. These reports are due to ADMINISTRATOR by twentieth (20th) calendar day of each month following the end of the month being reported and are to be submitted in conjunction with the monthly Expenditure and Revenue and Year-End Projection Reports.

B. PROGRAMMATIC

1. CUMULATIVE PROGRAMMATIC REPORTS – CONTRACTOR shall submit quarterly cumulative programmatic reports to ADMINISTRATOR. These reports shall be on a form provided by ADMINISTRATOR. The final programmatic report shall include a process evaluation that shall contain, but not be limited to, an analysis of the effectiveness of strategies used in conducting outreach and health promotion activities, the overall effectiveness of the program, and changes/recommendations for future projects. The due dates for these reports shall be determined by Program Administrative staff.

2. INTERVENTION REPORT FORM (IRF) – CONTRACTOR shall submit on a format provided by ADMINISTRATOR, a monthly intervention report form documenting progress toward health promotion project performance outcomes. These reports are due to ADMINISTRATOR by the fifth (5th) calendar day of the month following the report month.

3. MONTHLY NARRATIVE REPORTS – CONTRACTOR shall submit a monthly narrative report documenting progress toward project performance outcomes set forth in Paragraph V. SERVICES of the Contract, project successes, and plans for the following month. These reports are due to ADMINISTRATOR by the fifth (5th) calendar day of each month following the end of the month being reported. CONTRACTOR shall use a monthly narrative format provided by ADMINISTRATOR.

1 C. ADDITIONAL REPORTS - CONTRACTOR shall make additional reports as required by
2 ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder. These
3 reports shall be on forms approved or provided by ADMINISTRATOR. ADMINISTRATOR shall be
4 specific as to the nature of the information requested and, when possible, shall allow thirty (30) calendar
5 days for CONTRACTOR to respond.

6 D. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely
7 completion, and coordination of all reports and services provided pursuant to this Contract.
8 CONTRACTOR shall review the reasonableness and accuracy of information prior to making any
9 recommendation, or incorporating such data into any report required hereunder.

10 E. All reports, drawings, specifications, data, and other incidental work or materials furnished by
11 CONTRACTOR hereunder shall become and remain the property of COUNTY, and may be used by
12 COUNTY as it may require, without any additional cost to COUNTY.

13 F. CONTRACTOR shall not use reports produced as the result of providing Health Promotion
14 Services or data obtained for the purpose of producing such reports without the express written consent of
15 ADMINISTRATOR. All reports shall indicate that the County of Orange Health Care Agency – Health
16 Promotion Program funds CONTRACTOR's services.

17 G. EVALUATION TOOLS - ADMINISTRATOR shall provide all evaluation tools to
18 CONTRACTOR and train CONTRACTOR staff on protocols for implementation of evaluation tools.

19 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports
20 Paragraph of this Exhibit A to the Contract.

21 22 **V. SERVICES**

23 A. CONTRACTOR shall make all services specified herein available to eligible persons who reside
24 and, in the case of a public health emergency, work in Orange County, and shall increase service delivery
25 during a Public Health crisis or emergency as determined in collaboration with COUNTY, in accordance
26 with this Exhibit A to the Contract.

27 B. Performance Measures – Public Health Messaging and Health Promotion

28 1. CONTRACTOR shall meet the following Performance Measures by the end of each fiscal
29 year under the Contract:

30 a. Facilitate community engagement with services/programs that improve health outcomes
31 for vulnerable populations:

32 1) Collaborate with community organizations and leaders to facilitate these events
33 effectively.

34 2) Attend or lead a minimum of small-targeted group and large community group
35 events related to vulnerable populations and communities experiencing inequity, as specified in the Key
36 Performance Indicators Table in Paragraph V.I. SERVICES of Exhibit A.

37 b. Co-develop, provide and disseminate culturally relevant, linguistically appropriate

1 translation materials and services for COUNTY initiatives:

2 1) Collaborate with translators to create and focus group test materials in the most
3 prevalent languages spoken in Orange County in accordance with COUNTY's Language Access Policy,
4 dated 12/11/2020.

5 2) Produce and distribute culturally relevant translated materials, subject to COUNTY
6 approval, in a minimum of four of the most prevalent languages spoken in the County: Spanish,
7 Vietnamese, Korean, and Chinese. Additional non-English languages, such as Arabic and Farsi, will be
8 determined based on the target population, community group, or geographic area. These materials should
9 be subject to COUNTY approval and encompass key topics, including but not limited to as immunization,
10 vaccine-preventable diseases, immunization outreach, chronic disease prevention, healthy lifestyle,
11 healthy parenting, and pregnancy. Track the distribution of the materials by language, location types and
12 zip codes to ensure health equity application.

13 c. Increase communities' access and literacy regarding public health information and
14 resources through a wide range of outreach and engagement events and messaging strategies:

15 1) Organize and/or participate in diverse outreach and engagement events to educate
16 communities about public health resources.

17 2) Attend or lead a minimum of small, targeted group and large community group
18 events related to vulnerable populations and communities experiencing inequity, as specified in the Key
19 Performance Indicators Table in Paragraph V.I. SERVICES of Exhibit A.

20 3) Maintain an accurate staff's attendance log for each event to be submitted with
21 claims for reimbursement.

22 d. Disseminate COUNTY public health initiatives through a variety of messaging channels:

23 1) Within three months from the start date of the Contract, develop and implement a
24 multi-channel strategy and continuously monitor its effectiveness throughout the contract period.

25 2) Collaborate with community partners to implement health improvement initiatives
26 that target identified health needs in the community. This includes outreach and education about
27 immunizations.

28 3) Organize immunization campaigns that target under-immunized populations in the
29 community. Track the number of individuals reached by these campaigns, the type of vaccine
30 administered, the number of vaccines administered, location types, and zip codes.

31 4) Track the number of initiatives implemented and their reach within the community.

32 5) Conduct evaluations to assess the impact of these initiatives on community health
33 indicators.

34 6) Submit reports detailing these activities and their outcomes on a quarterly basis, with
35 due dates on the 5th of the month immediately following the end of the reporting quarter. For COUNTY
36 purposes, First Quarter is July through September, Second Quarter is October through December, Third
37 Quarter is January through March, and Fourth Quarter is April through June. For example, the First

1 Quarter report will be due on October 5th. The reports should include, but not be limited to, metrics such
2 as impressions, reach, views, link clicks, and engagement.

3 C. Performance Measures – Public Health Outreach, Referral and Linkage to Services

4 1. CONTRACTOR shall meet the following Performance Measures by the end of each fiscal
5 year under the Contract:

6 a. Provide contact information to community members for eligible/relevant PHS programs:

7 1) Develop a user-friendly system for accessing this information on CONTRACTOR's
8 website or through other channels.

9 2) Maintain and regularly update a database of contact information for PHS programs
10 and track the number of times this information is accessed or requested by community members. Submit
11 a report on a quarterly basis, with due dates on the 5th of the month immediately following the end of the
12 reporting quarter.

13 b. Distribute PHS messaging and health-promotion materials including flyers and
14 brochures:

15 1) Implement two to three outreach strategies per quarter, which may encompass
16 activities such as presentations, door-to-door engagement, or participation in community events to
17 distribute PHS messaging and health promotion materials.

18 2) Monitor and document material distribution strategies, including but not limited to
19 zip codes, target population, the quantity of materials distributed and audience engagement, to ensure they
20 effectively reach the intended target audience.

21 3) Report material distribution regularly throughout the contract period, with reporting
22 periods as determined by ADMINISTRATOR.

23 c. Support linking community members to resources including but not limited to
24 troubleshooting and/or translation support for online registration for resources:

25 1) Train staff to offer effective assistance and translation services.

26 2) Maintain a record of individuals referred, provided support for online or phone
27 registration, and successfully linked to services, to be submitted with claims for reimbursement. Ensure
28 that all data collection and storage practices comply with relevant privacy laws and regulations. No
29 personally identifiable information will be collected for this purpose.

30 d. Serve as COUNTY resource referral centers:

31 1) Maintain a record of the number of individuals assessed for necessary services,
32 referrals made, and/or connections established with COUNTY programs and other community healthcare
33 and service providers, as specified in the Key Performance Indicators Table. At a minimum, the record
34 should include the type of need, the type of support provided, referred services, zip codes of the cities
35 where the individuals live, date and time of the assessment and referral, name of the assessor or referring
36 professional, contact information of the referred service providers, outcome of the referral (e.g., whether
37 the individual accessed or received the referred services), feedback from individuals about the services

1 received, and any identified barriers to accessing services. Ensure that all data collection and storage
2 practices comply with relevant privacy laws and regulations. No personally identifiable information will
3 be collected for this purpose.

4 2) Submit the reports on a quarterly basis, with due dates on the 5th of the month
5 immediately following the end of the reporting quarter.

6 e. Provide counseling and/or peer support centers:

7 1) Ensure the employment of qualified staff and foster a welcoming environment for
8 support services.

9 2) Keep a record of the counseling or peer support provided to individuals. Submit this
10 report on a quarterly basis, with due dates on the 5th of the month immediately after the end of the
11 reporting quarter. These reports should include, at a minimum: any concerns or issues, type of support
12 provided, referred services, zip codes of the cities where the individuals reside, date and time of
13 assessment and referral, name of the assessor or referring professional, contact information of referred
14 service providers, outcome of the referral, (e.g., whether the individual accessed or received the referred
15 services), feedback from individuals about the services received, and any identified barriers to accessing
16 services. Ensure that all data collection and storage practices comply with relevant privacy laws and
17 regulations. No personally identifiable information will be collected for this purpose.

18 3) Conduct anonymous customer satisfaction surveys, subject to COUNTY approval,
19 to measure the service quality, accessibility, effectiveness, comfort, safety and overall satisfaction with
20 counseling and/or peer support services. Submit the survey results on a quarterly basis, with due dates on
21 the 5th of the month immediately following the end of the reporting quarter.

22 f. Facilitate translation and/or interpretation services:

23 1) Employ qualified translators and interpreters.

24 2) Record the number of translation and interpretation services rendered. Submit the
25 report on a quarterly basis, with due dates on the 5th of the month immediately after the end of the
26 reporting quarter. Reports shall include the languages used, type of service (translation or interpretation),
27 and geographic location of the service requestors.

28 g. Hold health education workshops:

29 1) Design and deliver workshops on key public health issues in the community,
30 focusing on immunization and vaccine-preventable diseases, as specified in the Key Performance
31 Indicators Table in Paragraph V.I. SERVICES of Exhibit A.

32 2) Implement interventions that promote behavior change, targeting key health
33 behaviors in the community. Monitor the reach and participation of these activities. Use validated tools
34 and surveys to evaluate changes in participants' knowledge, attitudes, behaviors, and practices over time.
35 Submit a comprehensive report of these activities and their outcomes on a quarterly basis, with due dates
36 on the 5th of the month immediately after the end of the reporting quarter.

37 3) Initiate awareness campaigns to educate under-immunized populations in the

1 community about the importance of immunization.

2 4) Offer resources and information about vaccination locations and procedures during
3 these sessions. Maintain a record of participant engagement, support provided, and location details of
4 these immunization outreach activities. Submit a detailed report on these awareness and support activities
5 on a quarterly basis, with due dates on the 5th of the month immediately after the end of the reporting
6 quarter.

7 h. Ensure that one hundred percent (100%) of all health education and outreach
8 events/activities and materials include referral information for COUNTY PHS programs:

9 1) Develop and implement a process for reviewing and updating materials to include
10 referral information for COUNTY PHS programs.

11 2) Regularly review and audit health education and outreach materials and events to
12 verify the inclusion of referral information for COUNTY PHS programs.

13 i. All Public Health Messaging and Health Promotion, shall, at a minimum, include the
14 following elements:

15 1) Public Health Messaging, Teaching, or Promotion: This involves disseminating
16 information about public health issues, teaching the public about how to improve their health, and
17 promoting healthy behaviors.

18 2) Behavior Change: This involves implementing evidence-based strategies designed
19 to help individuals and/or communities change unhealthy behaviors and adopt healthier ones.

20 3) Community Health Improvement: This involves working with community members
21 and partners to identify health problems in the community and develop and implement plans to address
22 these problems.

23 4) Supporting Immunization Efforts and Activities: This involves promoting the
24 importance of immunization, providing information about where and how to get vaccinated, and
25 supporting efforts to increase vaccination rates in the community.

26 D. CONTRACTOR shall maintain files for all clients referred to and/or linked with the services they
27 need. Files, at a minimum, shall contain information necessary for federal reporting, including, but not
28 limited to, name, address, race, ethnicity, gender, date of birth, living situation, income, source of
29 insurance, needs, and risk factors, and types of service provided.

30 E. CONTRACTOR shall establish protocols for each of the contracted services within thirty (30)
31 calendar days after contract commencement and submit the protocols to ADMINISTRATOR for approval.
32 Protocols shall be consistent with contractual program requirements and standards of care provided by
33 ADMINISTRATOR.

34 F. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding source, with
35 respect to any person who receives services under the terms of this Agreement. Further, CONTRACTOR
36 agrees that the funds provided hereunder shall not be used to promote, directly or indirectly, any religion,
37 religious creed or cult, denomination or sectarian institution, or religious belief.

G. CONTRACTOR shall make its best efforts to provide services pursuant to this Contract in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall ensure documentation of such efforts which may include, but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

H. REFERRAL FOR HEALTH CARE AND SUPPORT SERVICES - directs a client to needed core medical or support services in person or through telephone, written, or other type of communication. Activities provided under this service category may include referrals to assist eligible clients in accessing other public and private programs for which they may be eligible, such as Medicaid, Medicare, local healthcare, social services, and community resources.

I. KEY PERFORMANCE INDICATORS

Key Performance Indicators	Fiscal Year 2023-24 (Six Months)*	Fiscal Year 2024-25 (Full Year)*
Conduct One-on-One / Door-to-Door Interactions	4050-4500	8100-9000
Attend or lead small targeted group events that are geared to a specific group with specific resources or information available.	70-78	140-156
Attend or lead large community group events related to vulnerable populations and communities experiencing inequity – open to all community members with a variety of services available.	16-18	32-36
Number of Individuals Assessed for Service and/or Resource Need as defined by COUNTY and CONTRACTOR.	1080-1200	2160-2400
Number of Individuals Referred to Services and/or Resources as defined by COUNTY and CONTRACTOR.	1080-1200	2160-2400
Number of Individuals Linked to Services and/or Resources as defined by COUNTY and CONTRACTOR..	540-600	1080-1200
Small Group Health Education Session with a listed priority population that covers a relevant	70-80	140-156

<p>1 or emerging public health topic, agency 2 program, or initiative for each event – minimum 3 of 5 participants, up to 19 participants.</p>		
<p>4 Large Group Health Education Session with a 5 listed priority population that covers a relevant 6 or emerging public health topic, agency 7 program, or initiative for each event – minimum 8 of 20 or more participants.</p>	<p>16-18</p>	<p>32-36</p>

9 *Allowing ten percent (10%) flexibility.

10
11 J. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Services
12 Paragraph of this Exhibit A to the Contract.

13
14 **VI. STAFFING**

15 A. CONTRACTOR shall provide services pursuant to this Contract by recruiting, hiring, and
16 maintaining administrative and program staff who have the requisite qualifications and experience to
17 provide health promotion services under this Contract.

18 B. CONTRACTOR shall perform a pre-employment screening of any person who will provide
19 services pursuant to this Contract. All staff, including volunteers and interns, shall meet the following
20 requirements prior to providing any service pursuant to this Contract:

21 1. No person, within the preceding two (2) years, shall have been convicted of any criminal
22 offense other than a traffic violation.

23 2. No person, within the preceding two (2) years, shall have been found guilty of any crime
24 related to the use of drugs or alcohol.

25 3. No person, at any time, shall have been found guilty of any crime involving moral turpitude
26 by a court of law.

27 4. No person shall be on parole or probation.

28 C. All individuals working directly with youth must submit fingerprints and pass a background
29 check, prior to providing services pursuant to this Contract. CONTRACTOR shall submit to
30 ADMINISTRATOR copies of the results for each individual that has successfully passed the background
31 check. CONTRACTOR shall keep copies for its records.

32 D. All individuals working directly with youth shall obtain an Activity Supervisor Clearance
33 Certificate issued by the Commission on Teacher Credentialing, prior to assuming a paid or volunteer
34 position to supervise, direct, or coach a pupil activity program sponsored by or affiliated with a school
35 district. The application to obtain a certificate is available at the Commission on Teacher Credentialing
36 website at <http://www.ctc.ca.gov/credentials/apply.html>. CONTRACTOR shall submit to
37 ADMINISTRATOR copies of the certificates for each individual who has successfully obtained an

1 Activity Supervisor Clearance Certificate. Contractor shall keep copies for its records.

2 E. Separate from the Code of Conduct specified in the Compliance Paragraph of this Contract,
 3 CONTRACTOR shall establish a written Code of Conduct for employees, subcontractors, volunteers,
 4 interns, and the Board of Directors which shall include, but not be limited to, standards related to the use
 5 of drugs and/or alcohol; staff-participant relationships; prohibition of sexual conduct with participants;
 6 and conflict of interest. Prior to providing any services pursuant to this Contract, all employees,
 7 subcontractors, volunteers, interns, and the Board of Directors shall agree in writing to maintain the
 8 standards set forth in the Code of Conduct.

9 F. CONTRACTOR shall, at a minimum, provide the following paid staffing expressed in Full-Time
 10 Equivalent (FTEs) per region, which shall be equal to an average of forty (40) hours of work per week:

<u>POSITION</u>	<u>FTEs</u>
ADMINISTRATIVE	0.00
SUBTOTAL ADMINISTRATIVE FTEs	0.00
PROGRAM ADMIN	
Community Health Equity Director	<u>1.00</u>
SUBTOTAL PROGRAM ADMIN FTEs	1.00
PROGRAM	
Community Health Equity Navigator	1.00
Community Health Equity Navigator	1.00
Community Health Equity Navigator	1.00
Community Health Equity Navigator	1.00
Community Health Equity Navigator	1.00
Community Health Equity Navigator	1.00
Community Health Equity Navigator	1.00
Community Health Equity Navigator	<u>1.00</u>
SUBTOTAL PROGRAM FTEs	8.00
SUBCONTRACTOR	
Community Health Equity Navigator	1.00
Community Health Equity Navigator	1.00
Community Health Equity Navigator	1.00
Community Health Equity Navigator	1.00
Community Health Equity Navigator	1.00
Community Health Equity Navigator	1.00

1	Community Health Equity Navigator	1.00
2	Community Health Equity Navigator	1.00
3	Community Health Equity Navigator	1.00
4	Community Health Equity Navigator	1.00
5	SUBTOTAL SUBCONTRACTOR FTEs	10.00
6		
7	TOTAL FTEs	19.00

9 G.

10 CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours of any
 11 staffing changes; including vacancies associated with termination, resignation, and/or notice of
 12 resignation; leaves of absence; promotions; temporary FTE changes; and internal or external temporary
 13 staffing assignment requests that occur during the term of the Contract. CONTRACTOR’s notification to
 14 ADMINISTRATOR shall provide appropriate information regarding the staffing change, such as but not
 15 limited to employee name(s), position title(s), date(s) of resignation/separation, date(s) of hire/promotion,
 16 FTE adjustments, leave timeframes/estimates, internships, jobs duties, and description of recruitment
 activity for replacement staff.

17 H. CONTRACTOR may augment the above paid staff with volunteers and/or part-time student
 18 interns; provided, however, CONTRACTOR shall provide oversight or supervision as specified in the
 19 respective job descriptions or work contracts.

20 I. CONTRACTOR shall maintain personnel files for each paid or unpaid staff member, both
 21 administrative and programmatic, which shall include as appropriate and applicable, but not be limited to,
 22 an application for employment, qualifications for the positions, job description, documentation of
 23 bicultural/bilingual capabilities, pay rate, evaluations justifying pay increases, and copies of pertinent
 24 training certifications pursuant to the terms of this Contract.

25 J. EVALUATION – CONTRACTOR shall collaborate with ADMINISTRATOR for the
 26 development of evaluation design, evaluation tools, and to create databases.

27 K. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing
 28 Paragraph of this Exhibit A to the Contract.

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37

1 EXHIBIT B
 2 TO CONTRACT FOR PROVISION OF
 3 HEALTH PROMOTION FOR PUBLIC HEALTH SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 ABRAZAR , INC.
 8 JANUARY 8, 2024 THROUGH JUNE 30, 2025
 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 Paragraph B, shall
13 have the same meaning given to such terms under the Health Insurance Portability and Accountability Act
14 of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical
15 Health Act, Public Law 111-005 (“the HITECH Act”), and their implementing regulations at 45 CFR Parts
16 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.

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

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

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

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

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

1 Security rules, as they may exist now or be hereafter amended, with respect to PHI and electronic PHI
2 created, received, maintained, transmitted, used, or disclosed pursuant to the Contract.

3 B. DEFINITIONS

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

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

37 //

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 45
4 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance with
5 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 and
8 environmental hazards, and unauthorized intrusion.

9 9. "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable
10 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 the
12 HIPAA regulations in 45 CFR § 160.103.

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

15 12. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his
16 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 electronic
23 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 methodology
30 specified by the Secretary of Health and Human Services in the guidance issued on the HHS Web site.

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

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

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

37 //

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 known
9 to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of the requirements of
10 this Business Associate Contract.

11 5. CONTRACTOR agrees to report to COUNTY immediately any Use or Disclosure of PHI not
12 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 through
17 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.

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

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

30 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to
31 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
32 and to make information related to such Disclosures available as would be required for COUNTY to
33 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR
34 § 164.528.

35 11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in
36 a time and manner to be determined by COUNTY, that information collected in accordance with the
37 Contract, in order to permit COUNTY to respond to a request by an Individual for an accounting of

1 Disclosures of PHI in accordance with 45 CFR § 164.528.

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

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

8 D. SECURITY RULE

9 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and
10 maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR §
11 164.308, § 164.310, § 164.312, and § 164.316 with respect to electronic PHI COUNTY discloses to
12 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.
13 CONTRACTOR shall follow generally accepted system security principles and the requirements of the
14 HIPAA Security Rule pertaining to the security of electronic PHI.

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

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

21 E. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

35 //

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 period
4 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 resulting
11 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 45
17 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the COUNTY.

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

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

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

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

35 9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or other
36 costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs in
37 addressing the Breach and consequences thereof, including costs of investigation, notification,

1 remediation, documentation or other costs associated with addressing the Breach.

2 F. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

12 1) The Disclosure is required by law; or

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

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

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

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

24 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as required
25 by law.

26 G. OBLIGATIONS OF COUNTY

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

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

33 //

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

37 4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would

1 not be permissible under the HIPAA Privacy Rule if done by COUNTY.

2 H. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

14 b. CONTRACTOR shall retain no copies of the PHI.

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

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

23 I. COUNTY Contact Information: To direct communications to the above referenced COUNTY
24 staff, CONTRACTOR shall initiate contact as indicated herein. COUNTY reserves the right to make
25 changes to the contact information below by verbal or written notice to CONTRACTOR. Said changes
26 shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

27
28 ADMINISTRATOR

29 County of Orange

30 Health Care Agency

31 1241 E. Dyer Road

32 Santa Ana, CA 92705

33 Attention: LaRisha Baker, Deputy Chief of - Public Health,

34 Environmental Health and Health Promotion, Orange County Public

35 Health Services

36 E-mail: lbaker@ochca.com

37 Telephone: 714-719-9856

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ADMINISTRATOR Contract Manager
County of Orange
Health Care Agency
405 W. 5th Street, Suite 600
Santa Ana, California 92701
Attention: Lynn Miles
E-mail: lymiles@ochca.com
Telephone: (714) 834-3137

ADMINISTRATOR Privacy Officer
County of Orange
Orange County Information Technology (OCIT)
1055 N. Main Street
Santa Ana, California 92701
Attention: Linda Le
E-mail: linda.le@ocit.ocgov.com
Telephone: (714) 834-4082

ADMINISTRATOR Information Security Officer
County of Orange
Health Care Agency
200 W. 5th Street
Santa Ana, California 92701
Attention: David Castellanos
E-mail: dcastellanos@ochca.com
Telephone: (714) 834-3433

1 EXHIBIT C
 2 TO CONTRACT FOR THE PROVISION OF
 3 HEALTH PROMOTION FOR PUBLIC HEALTH SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 ABRAZAR , INC.
 8 JANUARY 8, 2024 THROUGH JUNE 30, 2025
 9
 10

11 **I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT**

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

14 A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

14 B. TERMS OF CONTRACT

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

20 2. Responsibilities of CONTRACTOR
21 CONTRACTOR agrees:

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

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

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

37 1) Complying with all of the data system security precautions listed in Paragraph E of

1 the Business Associate Contract, Exhibit B to the Contract; and

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

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

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

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

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

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

35 h. Breaches and Security Incidents. During the term of the Contract, CONTRACTOR agrees
36 to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII or security
37 incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI

1 and PII or security incident in accordance with Paragraph F, of the Business Associate Contract,
2 Exhibit B 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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