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AMENDMENT NO. 2
TO
CONTRACT NO. MA-042-19010609
FOR
SCHOOL READINESS SERVICES

~~This Amendment (“Amendment No. 2”) to Contract No. MA-042-19010609 for School Readiness Services is made and entered into on September 24, 2020 (“Effective Immediately”) between The Priority Center, Ending the Generational Cycle of Trauma Inc. (“Contractor”), with a place of business at 1940 E. Deere Street, Suite 100, Santa Ana, CA 92705, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.~~

RECITALS

~~**WHEREAS**, the Parties executed Contract No. MA-042-19010609 for School Readiness Services, effective October 1, 2018 through June 30, 2021, in an amount not to exceed \$1,657,043, renewable for two additional one-year periods (“Contract”); and~~

~~**WHEREAS**, on May 11, 2020 the Parties entered into Amendment No. 1 to change the contractor name from “Orange County Child Abuse Prevention Center, Inc. dba Child Abuse Prevention Center, Inc.” to “The Priority Center, Ending the Generational Cycle of Trauma Inc.”~~

~~**WHEREAS**, the Parties now desire to enter into this Amendment No. 2 to change the contractor’s place of business and services from “2390 E. Orangewood Avenue, Suite 300, Anaheim, CA 92806,” to “1940 E. Deere Street, Suite 100, Santa Ana, CA 92705.”NOW~~

~~**THEREFORE**, Contractor and County agree to amend the Contract. The following contract language now reads as:~~

AMENDMENT NO. 3
TO
CONTRACT NO. MA-042-19010609
FOR
SCHOOL READINESS SERVICES

This Amendment (“Amendment No. 3”) to Contract No. MA-042-19010609 for School Readiness Services is made and entered into on July 1, 2021 (“Effective Immediately”) between The Priority Center, Ending the Generational Cycle of Trauma Inc. (“Contractor”), with a place of business at 1940 East Deere Street, Suite 100, Santa Ana, CA 92705, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care

Agency, with a place of business at 405 W. 5th Street, Suite 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-19010609 for School Readiness Services, effective October 1, 2018 through June 30, 2021, in an amount not to exceed \$1,657,043, renewable for two additional one-year periods ("Contract"); and

WHEREAS, the Parties executed Amendment No. 1 to change the contractor name from "Orange County Child Abuse Prevention Center, Inc. dba Child Abuse Prevention Center, Inc." to "The Priority Center, Ending the Generational Cycle of Trauma Inc."; and

WHEREAS, the Parties executed Amendment No. 2 to change the contractor place of business and services from "2390 E. Orangewood Avenue, Suite 300, Anaheim, CA 92806," to "1940 E. Deere Street, Suite 100, Santa Ana, CA 92705"; and

WHEREAS, the Parties now desire to enter into this Amendment No. 3 to amend Paragraph VI. and Exhibit A of the Contract and to renew the Contract for one year for County to continue receiving and Contractor to continue providing the services set forth in the Contract.

NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

1. **The Contract is renewed for a term of one (1) year, effective July 1, 2021 through June 30, 2022, in an amount not to exceed \$1,000,000 for this renewal term, for a revised cumulative total amount not to exceed \$2,657,043; on the amended terms and conditions.**

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REFERENCED CONTRACT PROVISIONS

~~Term: October 1, 2018 through June 30, 2021~~

~~Period One means the period from October 1, 2018 through June 30, 2019~~

~~Period Two means the period from July 1, 2019 through June 30, 2020~~

~~Period Three means the period from July 1, 2020 through June 30, 2021~~

Maximum Obligation:

~~Period One Maximum Obligation: \$ 451,921~~

~~Period Two Maximum Obligation: 602,561~~

~~Period Three Maximum Obligation: 602,561~~

~~TOTAL MAXIMUM OBLIGATION: \$ 1,657,043~~

Term: October 1, 2018 through June 30, 2022

Period One means the period from October 1, 2018 through June 30, 2019

Period Two means the period from July 1, 2019 through June 30, 2020

Period Three means the period from July 1, 2020 through June 30, 2021

Period Four means the period from July 1, 2021 through June 30, 2022

Amount Not To Exceed:

Period One Amount Not To Exceed: \$ 451,921

Period Two Amount Not To Exceed: 602,561

Period Three Amount Not To Exceed: 602,561

Period Four Amount Not To Exceed: 1,000,000

TOTAL AMOUNT NOT TO EXCEED: \$2,657,043

All references to "Maximum Obligation" in the Contract shall be references to "Amount Not To Exceed".

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 80-469-7696

CONTRACTOR TAX ID Number: 33-0013237

1 **Notices to COUNTY and CONTRACTOR:**

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

CONTRACTOR: The Priority Center, Ending the Generational Cycle of Trauma Inc.
1940 Deere Street, Suite 100
Santa Ana, CA 92705
Lisa Fujimoto, Executive Director
LFujimoto@brightfutures4kids.org

//
//

I. ACRONYMS

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

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

1 AG. VPE Violence Prevention Education
 2 AH. WIC State of California Welfare and Institutions Code
 3

4 **II. ALTERATION OF TERMS**

5 A. This Agreement, together with Exhibits A, B, and C attached hereto and incorporated herein, fully
 6 expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject
 7 matter of this Agreement.

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

12 **III. ASSIGNMENT OF DEBTS**

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

21 **IV. COMPLIANCE**

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

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

29 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
 30 Compliance Program, Code of Conduct and any Compliance related policies and procedures.
 31 CONTRACTOR's Compliance Program, Code of Conduct and any related policies and procedures shall
 32 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements
 33 by ADMINISTRATOR's Compliance Officer as described in this Paragraph IV (COMPLIANCE). These
 34 elements include:

- 35 a. Designation of a Compliance Officer and/or compliance staff.
- 36 b. Written standards, policies and/or procedures.
- 37 c. Compliance related training and/or education program and proof of completion.

- d. Communication methods for reporting concerns to the Compliance Officer.
- e. Methodology for conducting internal monitoring and auditing.
- f. Methodology for detecting and correcting offenses.
- g. Methodology/Procedure for enforcing disciplinary standards.

3. If CONTRACTOR does not provide proof of its own Compliance program to ADMINISTRATOR, CONTRACTOR shall acknowledge to comply with ADMINISTRATOR's Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program and Code of Conduct.

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

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

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

1. For purposes of this Paragraph IV (COMPLIANCE), Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR.

1 Notwithstanding the above, this term does not include part-time or per-diem employees, contractors,
 2 subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred
 3 sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point
 4 when they work more than one hundred sixty (160) hours during the calendar year. CONTRACTOR shall
 5 ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's
 6 Compliance Program, Code of Conduct and related policies and procedures (or CONTRACTOR's own
 7 compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected
 8 to use its own).

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

22 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
 23 Individuals relative to this Agreement.

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

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

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

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

33 E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

34 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care
 35 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner
 36 and are consistent with federal, state and county laws and regulations. This includes compliance with
 37 federal and state health care program regulations and procedures or instructions otherwise communicated

1 by regulatory agencies including the Centers for Medicare and Medicaid Services or their agents.

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

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

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

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

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

18 **V. CONFIDENTIALITY**

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

23 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Agreement
24 are clients of the Orange County Mental Health services system, and therefore it may be necessary for
25 authorized staff of ADMINISTRATOR to audit participant files, or to exchange information regarding
26 specific participants with COUNTY or other providers of related services contracting with COUNTY.

27 2. CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written
28 consents for the release of information from all persons served by CONTRACTOR pursuant to this
29 Agreement. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1,
30 Part 2.6, relating to confidentiality of medical information.

31 3. In the event of a collaborative service agreement between Mental Health services providers,
32 CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information,
33 from the collaborative agency, for participants receiving services through the collaborative agreement.

34 B. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors
35 or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the
36 CONTRACTOR shall agree, in writing, with CONTRACTOR to maintain the confidentiality of any and
37 all information and records which may be obtained in the course of providing such services. This

1 Agreement shall specify that it is effective irrespective of all subsequent resignations or terminations of
 2 CONTRACTOR members of the Board of Directors or its designee or authorized agent, employees,
 3 consultants, subcontractors, volunteers and interns.

4 5 **VI. COST REPORT**

6 ~~A. CONTRACTOR shall submit separate Cost Reports for Period One, Period Two and Period~~
 7 ~~Three, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period~~
 8 ~~for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the~~
 9 ~~individual and/or consolidated Cost Report in accordance with all applicable federal, state and COUNTY~~
 10 ~~requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall~~
 11 ~~allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in~~
 12 ~~accordance with such requirements and consistent with prudent business practice, which costs and~~
 13 ~~allocations shall be supported by source documentation maintained by CONTRACTOR, and available at~~
 14 ~~any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple~~
 15 ~~Agreements for mental health services that are administered by HCA, consolidation of the individual Cost~~
 16 ~~Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR.~~
 17 ~~CONTRACTOR shall submit a consolidated Cost Report to COUNTY no later than five (5) business days~~
 18 ~~following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a~~
 19 ~~consolidated Cost Report.~~

20 A. CONTRACTOR shall submit separate Cost Reports for Period One, Period Two, Period
 21 Three and Period Four, or for a portion thereof, to COUNTY no later than sixty (60) calendar
 22 days following the period for which they are prepared or termination of this Agreement.
 23 CONTRACTOR shall prepare the individual and/or consolidated Cost Report in accordance with
 24 all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions
 25 Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and
 26 between programs, cost centers, services, and funding sources in accordance with such
 27 requirements and consistent with prudent business practice, which costs and allocations shall
 28 be supported by source documentation maintained by CONTRACTOR, and available at any
 29 time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple
 30 Agreements for mental health services that are administered by HCA, consolidation of the
 31 individual Cost Reports into a single consolidated Cost Report may be required, as stipulated
 32 by ADMINISTRATOR. CONTRACTOR shall submit a consolidated Cost Report to COUNTY no
 33 later than five (5) business days following approval by ADMINISTRATOR of all individual Cost
 34 Reports to be incorporated into a consolidated Cost Report.

35 1. If CONTRACTOR fails to submit an accurate and complete individual and/or consolidated
 36 Cost Report within the time period specified above, ADMINISTRATOR shall have sole discretion to
 37 impose one or both of the following:

1 a. CONTRACTOR may be assessed a late penalty of five hundred dollars (\$500) for each
2 business day after the above specified due date that the accurate and complete individual and/or
3 consolidated Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of
4 the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding individual
5 and/or consolidated Cost Report due COUNTY by CONTRACTOR.

6 b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
7 pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the
8 accurate and complete individual and/or consolidated Cost Report is delivered to ADMINISTRATOR.

9 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of
10 individual and/or consolidated Cost Report setting forth good cause for justification of the request.
11 Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be
12 unreasonably denied.

13 3. In the event that CONTRACTOR does not submit an accurate and complete individual and/or
14 consolidated Cost Report within one hundred and eighty (180) calendar days following the termination of
15 this Agreement, and CONTRACTOR has not entered into a subsequent or new agreement for any other
16 services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the
17 Agreement shall be immediately reimbursed to COUNTY.

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

23 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder, less
24 applicable revenues and any late penalty, not to exceed COUNTY's Maximum Obligation as set forth in
25 the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim expenditures to
26 COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws,
27 regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is
28 subsequently determined to have been for an unreimbursable expenditure or service, shall be repaid by
29 CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar
30 days of submission of the individual and/or consolidated Cost Report or COUNTY may elect to reduce
31 any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

32 D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
33 this Agreement, less applicable revenues and late penalty, are lower than the aggregate of interim monthly
34 payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such
35 reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the
36 Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days after
37 submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any amount

1 owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

6 //

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

9
10 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
11 supporting documentation prepared by _____ for the cost report period
12 beginning _____ and ending _____ and that, to the best of my knowledge
13 and belief, costs reimbursed through this Agreement are reasonable and allowable and
14 directly or indirectly related to the services provided and that this Cost Report is a true,
15 correct, and complete statement from the books and records of (provider name) in
16 accordance with applicable instructions, except as noted. I also hereby certify that I
17 have the authority to execute the accompanying Cost Report.

18
19 Signed _____
20 Name _____
21 Title _____
22 Date _____"

23
24 **VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

30 B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior
31 written consent of COUNTY.

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

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

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

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

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

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

24 1. After approval of a subcontract, ADMINISTRATOR may revoke the approval of a
 25 subcontract upon five (5) calendar days' written notice to CONTRACTOR if the subcontract subsequently
 26 fails to meet the requirements of this Agreement or any provisions that ADMINISTRATOR has required.

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

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

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

34
 35 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

36 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations
 37 regarding the employment of aliens and others and to ensure that employees, subcontractors, and

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

8

9 **IX. EQUIPMENT**

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

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

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

31 D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part with
 32 funds paid through this Agreement, including date of purchase, purchase price, serial number, model and
 33 type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall
 34 include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if
 35 any.

36 E. CONTRACTOR shall cooperate with ADMINISTRATOR in conducting periodic physical
 37 inventories of all Equipment. Upon demand by ADMINISTRATOR, CONTRACTOR shall return any

1 or all Equipment to COUNTY.

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

6 G. Unless this Agreement is followed without interruption by another agreement between the parties
7 for substantially the same type and scope of services, at the termination of this Agreement for any cause,
8 CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this
9 Agreement.

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

12 **X. FACILITIES, PAYMENTS AND SERVICES**

13 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance
14 with this Agreement. COUNTY shall compensate, and authorize, when applicable, said services.
15 CONTRACTOR shall operate continuously throughout the term of this Agreement 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 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies
19 as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation for the
20 appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum Obligation
21 for the appropriate Period as well as the Total Maximum Obligation shall be in an amount proportionate
22 to the number of days in which CONTRACTOR was determined to be unable to provide services, staffing,
23 facilities or supplies.
24

25 **XI. INDEMNIFICATION AND INSURANCE**

26 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
27 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
28 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
29 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,
30 including but not limited to personal injury or property damage, arising from or related to the services,
31 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
32 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
33 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
34 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request
35 a jury apportionment.
36

37 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all

1 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary
 2 to satisfy COUNTY that the insurance provisions of this Agreement have been complied with.
 3 CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on
 4 deposit with COUNTY during the entire term of this Agreement. In addition, all subcontractors
 5 performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject
 6 to the same terms and conditions as set forth herein for CONTRACTOR.

7 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
 8 CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an
 9 Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for
 10 CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less
 11 than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the
 12 obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and
 13 to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance
 14 must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by
 15 COUNTY representative(s) at any reasonable time.

16 D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
 17 indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an
 18 amount in excess of \$50,000 (\$5,000 for automobile liability) shall specifically be approved by the
 19 CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If
 20 CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other
 21 indemnity provision(s) in this Agreement, agrees to all of the following:

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

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

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

31 E. If CONTRACTOR fails to maintain insurance as required in this Paragraph XI
 32 (INDEMNIFICATION AND INSURANCE) for the full term of this Agreement, such failure shall
 33 constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate this
 34 Agreement.

35 F. QUALIFIED INSURER

36 1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A-
 37 (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition

1 of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred, but not
 2 mandatory, that the insurer be licensed to do business in the state of California (California Admitted
 3 Carrier).

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

7 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
 8 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 | \$1,000,000 per occurrence |
| Workers' Compensation | Statutory |
| Employers' Liability Insurance | \$1,000,000 per occurrence |
| Network Security & Privacy Liability | \$1,000,000 per claims made |
| Professional Liability Insurance | \$1,000,000 per claims made \$1,000,000 aggregate |
| Sexual Misconduct Liability | \$1,000,000 per occurrence |

28 H. REQUIRED COVERAGE FORMS

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

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

33 I. REQUIRED ENDORSEMENTS

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

36 a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as
 37 broad naming the County of Orange, its elected and appointed officials, officers, employees, and agents

1 as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN***
 2 ***AGREEMENT.***

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

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

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

10 b. A primary and non-contributing endorsement evidencing that the Contractor's insurance
 11 is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and
 12 non-contributing.

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

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

20 L. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy
 21 cancellation and within ten (10) days for non-payment of premium and provide a copy of the cancellation
 22 notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach of
 23 CONTRACTOR's obligation hereunder and ground for COUNTY to terminate this Agreement.

24 M. If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability are
 25 "Claims Made" policy(ies), CONTRACTOR shall agree to maintain coverage for two (2) years following
 26 the completion of the Agreement.

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

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

33 P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
 34 CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY
 35 incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall
 36 constitute a breach of CONTRACTOR's obligation hereunder and ground for termination of this
 37 Agreement by COUNTY.

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

4 **R. SUBMISSION OF INSURANCE DOCUMENTS**

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

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

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

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

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

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

25 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
 26 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs
 27 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.
 28

29 **XII. INSPECTIONS AND AUDITS**

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

1 reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the
2 premises in which they are provided.

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

7 C. AUDIT RESPONSE

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

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

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

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

27
28 **XIII. LICENSES AND LAWS**

29 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
30 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates, accreditations,
31 waivers, and exemptions necessary for the provision of the services hereunder and required by the laws,
32 regulations and requirements of the United States, the State of California, COUNTY, and all other
33 applicable governmental agencies. CONTRACTOR shall notify ADMINISTRATOR immediately and
34 in writing of its inability to obtain or maintain, irrespective of the pendency of any hearings or appeals,
35 permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be
36 cause for termination of this Agreement.

37 //

1 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

8 2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of
9 the award of this Agreement:

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

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

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

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

- 21 1. ARRA of 2009.
- 22 2. WIC, Division 5, Community Mental Health Services.
- 23 3. WIC, Division 6, Admissions and Judicial Commitments.
- 24 4. WIC, Division 7, Mental Institutions.
- 25 5. HSC, §§1250 et seq., Health Facilities.
- 26 6. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 27 7. CCR, Title 9, Rehabilitative and Developmental Services.
- 28 8. CCR, Title 17, Public Health.
- 29 9. CCR, Title 22, Social Security.
- 30 10. CFR, Title 42, Public Health.
- 31 11. CFR, Title 45, Public Welfare.
- 32 12. USC Title 42. Public Health and Welfare.
- 33 13. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 34 14. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 35 15. 42 USC §1857, et seq., Clean Air Act.
- 36 16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 37 17. 31 USC 7501.70, Federal Single Audit Act of 1984.

1 18. Policies and procedures set forth in Mental Health Services Act.

2 19. Policies and procedures set forth in DHCS Letters.

3 20. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.

4 21. 31USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
5 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
6 Federal Awards.

7
8 **XIV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

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

28
29 **XV. MAXIMUM OBLIGATION**

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

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

35 //

36 //

37 //

XVI. MINIMUM WAGE LAWS

1
2 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
3 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal
4 or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to
5 this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all its
6 contractors or other persons providing services pursuant to this Agreement on behalf of CONTRACTOR
7 also pay their employees no less than the greater of the federal or California Minimum Wage.

8 B. CONTRACTOR shall comply and verify that its contractors comply with all other federal and
9 State of California laws for minimum wage, overtime pay, record keeping, and child labor standards
10 pursuant to providing services pursuant to this Agreement.

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

XVII. NONDISCRIMINATION**A. EMPLOYMENT**

17
18 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not
19 unlawfully discriminate against any employee or applicant for employment because of his/her race,
20 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
21 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
22 orientation, or military and veteran status. Additionally, during the term of this Agreement,
23 CONTRACTOR and its Covered Individuals shall require in its subcontracts that subcontractors shall not
24 unlawfully discriminate against any employee or applicant for employment because of his/her race,
25 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
26 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
27 orientation, or military and veteran status.

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

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

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

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

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

12 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
 13 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
 14 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability,
 15 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,
 16 age, sexual orientation, or military and veteran status in accordance with Title IX of the Education
 17 Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964
 18 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6,
 19 Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the Genetic Information
 20 Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and
 21 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all
 22 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph,
 23 Discrimination includes, but is not limited to the following based on one or more of the factors identified
 24 above:

- 25 1. Denying a participant or potential participant any service, benefit, or accommodation.
- 26 2. Providing any service or benefit to a participant which is different or is provided in a different
 27 manner or at a different time from that provided to other participants.
- 28 3. Restricting a participant in any way in the enjoyment of any advantage or privilege enjoyed
 29 by others receiving any service or benefit.
- 30 4. Treating a participant differently from others in satisfying any admission requirement or
 31 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
 32 any service or benefit.
- 33 5. Assignment of times or places for the provision of services.

34 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all
 35 participants through a written statement that CONTRACTOR's and/or subcontractor's participants may
 36 file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor,
 37 and ADMINISTRATOR or COUNTY's Patient Rights Office.

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

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

7 b. Throughout the problem resolution and grievance process, participant rights shall be
 8 maintained, including access to the Patients' Rights Office at any point in the process. Clients shall be
 9 informed of their right to access the Patients' Rights Office at any time.

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

12 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply with
 13 the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as implemented
 14 in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended
 15 (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of
 16 discrimination against qualified persons with disabilities in all programs or activities; and if applicable,
 17 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together
 18 with succeeding legislation.

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

24 F. In the event of non-compliance with this Paragraph or as otherwise provided by federal and state
 25 law, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR
 26 or subcontractor may be declared ineligible for further contracts involving federal, state or county funds.

27 **XVIII. NOTICES**

28 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
 29 authorized or required by this Agreement shall be effective:

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

33 2. When faxed, transmission confirmed;

34 3. When sent by Email; or

35 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel Service,
 36 or other expedited delivery service.
 37

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

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

9 D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by
10 ADMINISTRATOR.

11
12 **XIX. NOTIFICATION OF DEATH**

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

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

18 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by
19 telephone immediately upon becoming aware of the death due to non-terminal illness of any person served
20 pursuant to this Agreement; provided, however, weekends and holidays shall not be included for purposes
21 of computing the time within which to give telephone notice and, notwithstanding the time limit herein
22 specified, notice need only be given during normal business hours.

23 2. WRITTEN NOTIFICATION

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

27 b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written
28 report hand delivered, faxed, sent via encrypted email, and/or postmarked and sent via U.S. Mail within
29 forty-eight (48) hours of becoming aware of the death due to terminal illness of any person served pursuant
30 to this Agreement.

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

35
36 **XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

37 A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in whole

1 or part by the COUNTY, except for those events or meetings that are intended solely to serve participants
2 or occur in the normal course of business.

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

8 **XXI. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

20 D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the
21 commencement of the contract, unless a longer period is required due to legal proceedings such as
22 litigations and/or settlement of claims.

23 E. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,
24 billings, and revenues available at one (1) location within the limits of the County of Orange.

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

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

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

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

34 G. CONTRACTOR may retain participant, client, and/or patient documentation electronically in
35 accordance with the terms of this Agreement and common business practices. If documentation is retained
36 electronically, CONTRACTOR shall, in the event of an audit or site visit:

37 1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit or

1 site visit.

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

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

5 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
6 security of PII and/or PHI. CONTRACTOR shall notify COUNTY immediately by telephone call plus
7 email or fax upon the discovery of a Breach of unsecured PHI and/or PII.

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

11 J. CONTRACTOR shall retain all participant, client, and/or patient medical records for seven (7)
12 years following discharge of the participant, client and/or patient, with the exception of non-emancipated
13 minors for whom records must be kept for at least one (1) year after such minors have reached the age of
14 eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.

15
16 **XXII. RESEARCH AND PUBLICATION**

17 CONTRACTOR shall not utilize information and data received from COUNTY or developed as a
18 result of this Agreement for the purpose of personal publication.

19
20 **XXIII. SEVERABILITY**

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

26
27 **XXIV. SPECIAL PROVISIONS**

28 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following
29 purposes:

30 1. Making cash payments to intended recipients of services through this Agreement.

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

34 3. Fundraising.

35 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
36 CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.

37 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body

1 for expenses or services.

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

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

8 8. Severance pay for separating employees.

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

11 10. Supplanting current funding for existing services.

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

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

15 2. Making phone calls outside of the local area unless documented to be directly for the purpose
16 of participant care.

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

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

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

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

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

25 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
26 CONTRACTOR's participants.

27 28 **XXV. STATUS OF CONTRACTOR**

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

COUNTY's employees and shall not be considered in any manner to be COUNTY's employees.

XXVI. TERM

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

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

XXVII. TERMINATION

A. Either party may terminate this Agreement, without cause, upon ninety (90) calendar days' written notice given the other party.

B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon five (5) calendar days' written notice if CONTRACTOR fails to perform any of the terms of this Agreement. At ADMINISTRATOR's sole discretion, CONTRACTOR may be allowed up to thirty (30) calendar days for corrective action.

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

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

D. CONTINGENT FUNDING

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

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

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

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

9 E. In the event this Agreement is suspended or terminated prior to the completion of the term as
10 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole
11 discretion, reduce the Maximum Obligation of this Agreement in an amount consistent with the reduced
12 term of the Agreement.

13 F. In the event this Agreement is terminated by either party pursuant to Subparagraphs B., C. or D.
14 above, CONTRACTOR shall do the following:

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

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

19 3. Until the date of termination, continue to provide the same level of service required by this
20 Agreement.

21 4. If participants are to be transferred to another facility for services, furnish
22 ADMINISTRATOR, upon request, all participant information and records deemed necessary by
23 ADMINISTRATOR to effect an orderly transfer.

24 5. Assist ADMINISTRATOR in effecting the transfer of participants in a manner consistent
25 with participant's best interests.

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

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

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

36 9. Provide written notice of termination of services to each client being served under this
37 Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of

1 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendar day
2 period.

3 G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
4 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.
5

6 **XXVIII. THIRD PARTY BENEFICIARY**

7 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
8 including, but not limited to, any subcontractors or any participants provided services pursuant to this
9 Agreement.
10

11 **XXIX. WAIVER OF DEFAULT OR BREACH**

12 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
13 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
14 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
15 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
16 Agreement.
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1 IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange, State
2 of California.

3
4 ORANGE COUNTY CHILD ABUSE PREVENTION CENTER, INC. DBA CHILD ABUSE
5 PREVENTION CENTER, INC.

6
7 BY: _____ DATED: _____

8
9
10 TITLE: _____

11
12
13
14
15
16 COUNTY OF ORANGE

17
18
19 BY: _____ DATED: _____

20 HEALTH CARE AGENCY

21
22
23
24
25 APPROVED AS TO FORM
26 OFFICE OF THE COUNTY COUNSEL
27 ORANGE COUNTY, CALIFORNIA

28
29
30 BY: _____ DATED: _____

31 DEPUTY

32
33
34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
37 or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her
signature alone is required by ADMINISTRATOR.

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
SCHOOL READINESS SERVICES
BETWEEN
COUNTY OF ORANGE
AND

ORANGE COUNTY CHILD ABUSE PREVENTION CENTER, INC.
DBA CHILD ABUSE PREVENTION CENTER, INC.
OCTOBER 1, 2018 THROUGH JUNE 30, 2021

I. COMMON TERMS AND DEFINITIONS

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

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

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

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

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

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

F. Enrollment means the data entry of Participant's information the program's Prevention and Intervention Database for purposes of record keeping, quality improvement, and outcome evaluation.

G. Evaluation means the systematic investigation of the value and impact of an intervention or program.

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

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

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

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

1 L. Linkage means when an individual is connected to programs or services and confirmation that
2 the first appointment has been attended.

3 M. MHSA means the law that provides funding for expanded community mental health services, also
4 known as Proposition 63.

5 N. Notice of Privacy Practices (NPP) means a document that notifies individuals of uses and
6 disclosures of PHI that may be made by or on behalf of the health plan or health care provider as set forth
7 in the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

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

11 P. Participant means an individual enrolled in a program who engages in activities aimed at
12 preventing and/or eliminating the development of Behavioral Health Condition.

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

17 R. Prevention means the group or individual interventions that occur before the initial onset of a
18 Behavioral Health Condition. Prevention promotes positive cognitive, social, and emotional development
19 and encourages a state of well-being that allows the individuals to function well in the face of changing
20 and sometimes challenging circumstances.

21 S. PEI means the most recent County of Orange MHSA Prevention and Early Intervention Plan
22 approved by the Orange County MHSA Steering Committee and Board of Supervisors.

23 T. PHI means individually identifiable health information usually transmitted by electronic media
24 maintained in any medium as defined in the regulations or for an entity, such as a health plan, transmitted
25 or maintained in any other medium. It is created or received by a covered entity and relates to the past,
26 present, or future physical or Behavioral Health Condition of an individual, provision of health care to an
27 individual, or the past, present, or future payment for health care provided to an individual.

28 U. Referral means an individual receives information or contacts for services or programs, or an
29 unsuccessful Linkage attempt.

30 V. Training means the action or method used to transfer skills and/or knowledge to a target audience.

31 W. Trauma-Exposed Individuals means those who are exposed to traumatic events or prolonged
32 traumatic conditions, including grief, loss and isolation, including those who are unlikely to seek help
33 from any traditional mental health service.

34 X. Unduplicated Participant means an individual who is counted only once, despite how many
35 programs the individual is enrolled in during a contractual agreement period. For example; if a Participant
36 receives individual and group services, they can only be counted once.

37 Y. Units of Service mean the number and/or type of activities the CONTRACTOR will fulfill during

1 a contractual agreement period.

2 3 **II. BUDGET**

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

| | <u>PERIOD ONE</u> | <u>PERIOD TWO</u> | <u>PERIOD THREE</u> | <u>TOTAL</u> |
|-----------------------------|-------------------|-------------------|---------------------|--------------------|
| ADMINISTRATIVE COSTS | | | | |
| —Salaries | \$—47,631 | \$—63,508 | \$—63,508 | \$—174,647 |
| —Benefits | —8,097 | —10,796 | —10,796 | —29,689 |
| —Indirect Costs | —1,875 | —2,500 | —2,500 | —6,875 |
| SUBTOTAL | \$—57,603 | \$—76,804 | \$—76,804 | \$—211,211 |
| ADMINISTRATIVE COSTS | | | | |
| PROGRAM COSTS | | | | |
| —Salaries | \$—269,131 | \$—358,842 | \$—358,842 | \$—986,815 |
| —Benefits | 45,752 | 61,003 | 61,003 | 167,758 |
| —Services and Supplies | —79,434 | —105,912 | —105,912 | 291,258 |
| SUBTOTAL | \$—394,317 | \$—525,757 | \$—525,757 | \$1,445,831 |
| PROGRAM COSTS | | | | |
| TOTAL GROSS COSTS | \$—451,920 | \$—602,561 | \$—602,561 | \$1,657,042 |
| REVENUE | | | | |
| —MHSA | <u>\$—451,920</u> | <u>\$—602,561</u> | <u>\$—602,561</u> | <u>\$1,657,042</u> |
| TOTAL REVENUE | \$—451,920 | \$—602,561 | \$—602,561 | \$1,657,042 |
| MAXIMUM OBLIGATION | \$—451,920 | \$—602,561 | \$—602,561 | \$1,657,042 |

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

| | <u>PERIOD</u> |
|-------------------------------------|---------------------|
| | <u>FOUR</u> |
| <u>ADMINISTRATIVE COST</u> | |
| <u>Salaries</u> | <u>\$ 3,036</u> |
| <u>Professional Services</u> | <u>2,500</u> |
| <u>Indirect Costs</u> | <u>\$ 122,000</u> |
| <u>SUBTOTAL ADMINISTRATIVE COST</u> | <u>\$ 127,536</u> |
| <u>PROGRAM COST</u> | |
| <u>Salaries</u> | <u>\$ 597,744</u> |
| <u>Benefits</u> | <u>107,269</u> |
| <u>Services and Supplies</u> | <u>167,451</u> |
| <u>SUBTOTAL PROGRAM COST</u> | <u>\$ 872,464</u> |
| | |
| <u>TOTAL GROSS COST</u> | <u>\$ 1,000,000</u> |
| | |
| <u>REVENUE</u> | |
| <u>MHSA</u> | <u>\$ 1,000,000</u> |
| <u>TOTAL REVENUE</u> | <u>\$ 1,000,000</u> |
| | |
| <u>TOTAL AMOUNT NOT TO EXCEED</u> | <u>\$ 1,000,000</u> |

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

C. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records will reflect the actual cost of the type of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will be made in accordance with GAAP.

1 D. CONTRACTOR shall provide effective Administrative management of the budget, staffing,
 2 recording, and reporting portion of the Agreement with the COUNTY. If administrative responsibilities
 3 are delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the
 4 qualifications and capacity to perform all delegated responsibilities. These responsibilities include, but
 5 are not limited, to the following:

- 6 1. Designate the responsible position(s) in your organization for managing the funds allocated
 7 to the program;
- 8 2. Maximize the use of the allocated funds;
- 9 3. Ensure timely and accurate reporting of monthly expenditures;
- 10 4. Maintain appropriate staffing levels;
- 11 5. Request budget and/or staffing modifications to the Agreement;
- 12 6. Effectively communicate and monitor the program for its success;
- 13 7. Track and report expenditures electronically;
- 14 8. Maintain electronic and telephone communication between CONTRACTOR and
 15 ADMINISTRATOR; and
- 16 9. Act quickly to identify and solve problems.

17 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget
 18 Paragraph of this Exhibit A to the Agreement.

20 **III. PAYMENTS**

21 ~~A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amounts of \$50,213~~
 22 ~~per month for each period as specified in the Referenced Contract Provisions of the Agreement. All~~
 23 ~~payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report~~
 24 ~~Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of~~
 25 ~~providing the services hereunder; provided, however, the total of such payments does not exceed~~
 26 ~~COUNTY's Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement~~
 27 ~~and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and federal~~
 28 ~~regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for~~
 29 ~~which the provisional amount specified above has not been fully paid.~~

30 A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of
 31 \$83,333 per month for Period Four, as specified in the Referenced Contract Provisions of the
 32 Agreement. All payments are interim payments only, and subject to final settlement in
 33 accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall
 34 be reimbursed for the actual cost of providing the services hereunder; provided, however, the
 35 total of such payments does not exceed the COUNTY's Total Amount Not To Exceed as
 36 specified in the Referenced Contract Provisions of the Agreement and, provided further,
 37 CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and/or federal

regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

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

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

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

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

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

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

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

F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Payments Paragraph of this Exhibit A to the Agreement.

IV. REPORTS

A. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program described in the Services

1 Paragraph of this Exhibit A to the Agreement. Any changes, modifications, or deviations to any approved
 2 budget line item must be approved in advance and in writing by ADMINISTRATOR and annotated on
 3 the monthly Expenditure and Revenue Report, or said cost deviations may be subject to disallowance.
 4 Such reports shall be received by ADMINISTRATOR no later than twenty (20) calendar days following
 5 the end of the month being reported.

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

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

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

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

29 E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports
 30 Paragraph of this Exhibit A to the Agreement.

31 32 **V. SERVICES**

33 **A. FACILITIES**

34 1. CONTRACTOR shall maintain facility/(ies) for the provision of School Readiness
 35 services described herein at the following location(s), or any other location approved, in
 36 advance, in writing, by ADMINISTRATOR. The facility shall include space to support the
 37 services identified within the Contract.

1 1940 E. Deere Street, Suite 100
 2 Santa Ana, CA 92705
 3

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

9 3. CONTRACTOR shall promote services throughout the community in locations beyond the
 10 designated facility. The majority of services will be facilitated in Participant's homes or locations in the
 11 field. Other locations may include, but not be limited to: private homes, schools, offices, and other
 12 community locations appropriate for the provision of services.

13 B. SCHOOL READINESS SERVICES

14 1. CONTRACTOR shall provide School Readiness Services to residents of Orange County for
 15 the purpose of assessing children ages 0-8 years and their families that are at-risk of emotional, behavioral,
 16 and/or mental health issues that could prevent them from accessing and/or participating in school.

17 2. CONTRACTOR's program shall include: assessment for eligibility, case management,
 18 parent education and support and referral/linkage to services. Services will be provided for approximately
 19 three months. In the event that CONTRACTOR determines additional service is necessary,
 20 CONTRACTOR is required to request approval from ADMINISTRATOR. CONTRACTOR will refer
 21 and link the Participants, who require longer-term services, to the County's Connect the Tots program.
 22 Successful completion or discharge will take place when all of the goals in the Individualized Family have
 23 been achieved, and/or all services have been completed. CONTRACTOR's program shall include, but is
 24 not limited to, provision of the following service components:

25 a. Assessments: An Intake screening session shall be completed with the parent/caregiver
 26 and child present to determine eligibility for services, followed by comprehensive assessments designed
 27 to evaluate Participant's strengths, interests, and the level of impairment and functioning.
 28 Screening/Assessments tools shall include but are not limited to the ECMH (Early Childhood Mental
 29 Health) form, ASQ-3 (Ages and Stages Questionnaire – Developmental screening), ASQ:SE (Ages and
 30 Stages Questionnaire – Social-Emotional screening), ECBI (Eyberg Child Behavioral Inventory), PEDS
 31 (Parents' Evaluations of Developmental Status), M-CHAT- R/F (Modified Checklist for Autism in
 32 Toddlers –Revised with Follow Up), but may be modified or added to, based upon needs of the Participant,
 33 and as approved by ADMINISTRATOR.

34 b. Individualized Family Plans: Child and parent(s)/caregiver(s) of each eligible family
 35 shall participate in the development of an Individualized Family Plan to determine the course and level of
 36 service needed to promote reduction of impairments and behavioral health issues, and improve
 37 functioning in the child(ren) and family unit.

1 c. In Home Case Management: Case management shall be provided to parents/caregivers
 2 and child Participants to support family development, reduction in impairments, and positive family
 3 dynamics. Case management services may include, but not be limited to, sessions involving screening
 4 and child assessments with the condition that other case management services and guidance are being
 5 provided during the session. Services shall be conducted in home or in field locations depending on the
 6 needs of the Participant families, and as approved by ADMINISTRATOR.

7 d. In Home Parenting Sessions: Parents/caregivers, as needed and based upon Intake
 8 Assessment, shall participate in parent support and educational sessions in their homes or field locations
 9 with CONTRACTOR staff. Parent education services shall be provided in a one-on-one format, using
 10 research-based or evidence-based curricula, as approved by ADMINISTRATOR. Parenting interventions
 11 will include, but is not limited to Positive Parenting Program Tip Sheets, and educational video-tapes as
 12 the family's short term intervention.

13 e. Community Outreach Trainings: CONTRACTOR shall conduct different types of
 14 Outreach activities throughout COUNTY to educate the community about the services, promote early
 15 childhood development, identify the early occurrence of mental health issues in children, and to enroll
 16 parents for program services. Location will include, but will not be limited to: school sites, health
 17 education fairs, and other community sites.

18 f. Referrals/Linkages:

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

22 2) CONTRACTOR's staff shall follow-up with Participants and/or Participant families
 23 to confirm successful Linkages for referred services. CONTRACTOR shall confirm that the Participant
 24 has attended the first appointment to be considered a successful linkage. CONTRACTOR shall report
 25 confirmed linkages to ADMINISTRATOR on a monthly basis and upon request as needed.

26 3. CONTRACTOR shall promote the program and recruit eligible families for Assessment by
 27 establishing relationships with organization, school sites and districts, community centers, behavioral
 28 health programs, Early Childhood Educators, pediatricians, community-based organizations, FRCs, and
 29 other locations or entities that can support assessments and services for youth within the community.

30 4. CONTRACTOR shall serve the community with concentrated efforts in geographic focus
 31 areas determined by Early Development Index (EDI) data for each zip code in the County.

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

35 6. CONTRACTOR shall make every reasonable effort to accommodate Participants'
 36 developmental, cultural and linguistic needs. In the event that such needs cannot be immediately met,
 37 CONTRACTOR shall seek assistance from other community resources or COUNTY. CONTRACTOR

1 shall obtain Participants' consent prior to Linking or transferring Participants to another service provider
2 or community resources.

3 7. CONTRACTOR shall clearly establish written standards/guidelines on how inter- and intra-
4 agency referrals will be managed. These standards/guidelines shall be approved by the
5 ADMINISTRATOR prior to implementation and shall include, but not be limited to, subcontractors and
6 the COUNTY's school readiness collaborative.

7 8. CONTRACTOR shall collaborate, coordinate, refer and integrate the services provided under
8 the Agreement with the COUNTY's school readiness program, Connect the Tots, as well as other
9 community-based organizations, to meet the needs of the Participants and the community.
10 CONTRACTOR and COUNTY's school readiness program, shall establish and maintain mutually agreed
11 upon regular communication deemed appropriate by ADMINISTRATOR, to discuss standards/guidelines
12 of services provided under the Agreement.

13 9. CONTRACTOR shall subcontract as needed and by approval of ADMINISTRATOR to
14 recruit eligible Participants and to target diverse communities. CONTRACTOR shall be responsible for
15 monitoring the provision of services by the subcontractors as well as ensuring that subcontractors achieve
16 contracted units of services, deliver outcomes and collect and report data per ADMINISTRATOR's
17 expectations.

18 10. CONTRACTOR shall provide culturally and linguistically appropriate School Readiness
19 services to Orange County residents that are consistent with the COUNTY PEI Plan.

20 ~~C. UNITS OF SERVICE~~

21 ~~1. CONTRACTOR shall achieve, track, and report, at a minimum, the following units of~~
22 ~~service:~~

| Units of Service | FY18-19 Contracted Units | FY19-20 Contracted Units | FY20-21 Contracted Units |
|--|---|---|---|
| Total number of completed Assessments | 450 | 600 | 600 |
| Total number of in-home/field case management sessions | 1,613 | 2,151 | 2,151 |
| In-Home/Field Parenting Sessions to be completed | 717 | 956 | 956 |
| Total number of unduplicated children to be enrolled | 450 | 600 | 600 |
| Total number of unduplicated number of parents/caregiver participants | 562 | 750 | 750 |

| | | | |
|---|-----|-----|-----|
| Total number of trainings to be provided to community members | 124 | 166 | 166 |
|---|-----|-----|-----|

C. UNITS OF SERVICE

CONTRACTOR shall achieve, track, and report, at a minimum, the following units of service:

| <u>Units of Service</u> | <u>FY 21-22 Contracted Units</u> |
|--|--------------------------------------|
| <u>Intake Assessments</u> | <u>800</u> |
| <u>Case Management Sessions</u> | <u>2,600</u> |
| <u>Parenting Sessions</u> | <u>1,250</u> |
| <u>Linkages</u> | <u>850</u> |
| <u>Unduplicated Children</u> | <u>800</u> |
| <u>Unduplicated Parents/Caregivers</u> | <u>905</u> |

2. CONTRACTOR shall develop a system to track and record the following demographics: number of Participants served based on age groups; race and ethnicity; primary language; culture such as lesbian, gay, bisexual, transgender, questioning, and intersex (LGBTQI), veterans, and others such as hearing impaired. CONTRACTOR will also track additional items as agreed upon with ADMINISTRATOR.

3. CONTRACTOR shall when applicable, actively engage and promote interested Participants in becoming volunteers and provide them with necessary support and opportunities to apply knowledge and skills learned for the benefits of the Participants and the community.

D. OUTCOME MEASURES

1. CONTRACTOR shall track and implement ADMINISTRATOR approved outcome measures across all services. Outcomes measured will assess accomplishment of service goals, including, but not limited to, the following: increased linkage to community resources, increased confidence in positive parenting behaviors, decreased family stress, improved overall wellbeing, and positive service satisfaction.

2. CONTRACTOR shall be responsible for measuring and reporting outcome data on which priority populations are being reached, how the program is contributing to Participants' Behavioral Health Conditions and Referrals and Linkages to other programs as appropriate.

3. CONTRACTOR shall complete all surveys, tools, and pre/post tests for measurement of outcomes of services, as requested by ADMINISTRATOR. Measurements shall include, but are not limited to, ECBI (Eyberg Child Behavioral Inventory), ASQ-3 (Ages and Stages Questionnaire –

1 Developmental screening), ASQ:SE (Ages and Stages Questionnaire – Social-Emotional screening),
 2 PROMIS (Patient-Reported Outcomes Measurement Information System), PARCA-SE (Parenting
 3 Children and Adolescents Scale), PSI-4 SF (Parenting Stress Index), Community Training Survey,
 4 Customized Satisfaction and Knowledge Surveys, and pre/post-tests. CONTRACTOR shall measure and
 5 report on the outcomes of services in accordance with the following:

- 6 a. On average, Participants will report a significant improvement in overall global health.
- 7 b. On average, Participants will demonstrate a significant reduction in parenting stress.
- 8 c. On average, Participants will report a significant increase in confidence of parenting
 9 skills.

10 4. CONTRACTOR shall provide the COUNTY with monthly data reports, or as needed upon
 11 request of ADMINISTRATOR.

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

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

17 7. CONTRACTOR shall utilize ADMINISTRATOR approved forms to collect pertinent data,
 18 which would be entered and analyzed for Participant’s level of satisfaction, program management, and
 19 quality improvement purposes. In addition, CONTRACTOR shall utilize any data collection systems for
 20 tracking Participant enrollment, demographics, trends, and service utilization. CONTRACTOR shall
 21 provide the COUNTY with monthly data reports or as needed upon request.

22 8. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
 23 Services Paragraph of this Exhibit A to the Agreement.

24
 25 **VI. STAFFING**

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

| ADMINISTRATION | <u>FTEs</u> |
|---|-----------------|
| –Executive Director | 0.12 |
| –Controller | 0.09 |
| –Executive Assistant | 0.05 |
| –Director of Human Resources | 0.05 |
| –IT Administrator | 0.09 |
| –Office Manager | 0.09 |
| –Communications Specialist | 0.05 |

| | | |
|----|--|------------------|
| 1 | —HR Generalist | 0.10 |
| 2 | —Evaluation and Data Analyst | 0.06 |
| 3 | —Accounting Specialist | 0.10 |
| 4 | —Program Evaluation Manager | 0.13 |
| 5 | —Volunteer Engagement Coordinator | -0.03 |
| 6 | ADMINISTRATION SUBTOTAL | 0.96 |
| 7 | | |
| 8 | PROGRAM | |
| 9 | —Program Director | 1.00 |
| 10 | —Data Entry Specialist | 0.50 |
| 11 | —Lead Mental Health Worker | 1.00 |
| 12 | —Mental Health Worker | 6.25 |
| 13 | —Community Education Specialist | -1.00 |
| 14 | PROGRAM SUBTOTAL | 9.75 |
| 15 | TOTAL FTEs | 10.71 |

A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in Full-Time Equivalents (FTEs) continuously throughout the term of the Agreement.

One (1) FTE shall be equal to an average of forty (40) hours work per week.

| | | |
|----|---|--------------|
| 19 | <u>PROGRAM ADMINISTRATION</u> | <u>FTEs</u> |
| 20 | <u>Contract and Compliance System Officer</u> | <u>0.06</u> |
| 21 | <u>ADMINISTRATION SUBTOTAL</u> | <u>0.06</u> |
| 22 | | |
| 23 | <u>PROGRAM</u> | |
| 24 | <u>Program Director</u> | <u>1.00</u> |
| 25 | <u>Mental Health Worker</u> | <u>7.75</u> |
| 26 | <u>Chief Program Officer</u> | <u>0.11</u> |
| 27 | <u>Data Entry Specialist</u> | <u>0.50</u> |
| 28 | <u>Evaluation and Data Analyst</u> | <u>0.08</u> |
| 29 | <u>Electronic Health Record Specialist</u> | <u>0.08</u> |
| 30 | <u>Community Engagement Coordinator</u> | <u>1.00</u> |
| 31 | <u>Community Education Specialist</u> | <u>2.50</u> |
| 32 | <u>Program Supervisor</u> | <u>1.00</u> |
| 33 | <u>PROGRAM SUBTOTAL</u> | <u>14.02</u> |
| 34 | | |
| 35 | <u>TOTAL FTEs</u> | <u>14.08</u> |

1 B. CONTRACTOR shall make best effort to include bilingual/bicultural services to meet the diverse
 2 needs of the community threshold languages as determined by COUNTY. Whenever possible,
 3 bilingual/bicultural staff should be recruited and retained. Any staffing vacancies occurring at a time
 4 when bilingual and bicultural composition of the staffing does not meet the above requirement must be
 5 filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in writing, to the filling of
 6 those positions with non-bilingual staff. Salary savings resulting from such vacant positions may not be
 7 used to cover costs other than salaries and employees benefits unless otherwise authorized in writing, in
 8 advance, by ADMINISTRATOR.

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

15 D. CONTRACTOR is highly encouraged to augment the above paid staff with qualified and trained
 16 volunteers and/or interns upon written approval of ADMINISTRATOR. CONTRACTOR shall provide
 17 ongoing supervision to volunteers and/or interns consistent with the prevailing educational and practice
 18 standards or as specified by ADMINISTRATOR.

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

23 F. CONTRACTOR shall establish clear P&Ps pertaining to staff's work location options (i.e. office
 24 vs. field/home) and equipment usage (e.g., cell phones, texting devices, and computers). The P&Ps shall
 25 address at the minimum the following:

- 26 1. Eligibility and selection criteria;
- 27 2. Staff's field/home on-duty conduct and responsibilities;
- 28 3. Supervision plan of staff and equipment including emergency procedure; and
- 29 4. Confidentiality and records keeping.

30 G. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
 31 any staffing vacancies that occur during the term of the Agreement. CONTRACTOR's notification shall
 32 include at a minimum the following information: employee name(s), position title(s), date(s) of
 33 resignation, date(s) of hire, and a description of recruitment activity.

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

37 I. CONTRACTOR shall ensure that all staff, albeit paid or unpaid, complete necessary training

1 prior to discharging duties associated with their titles and any other training necessary to assist the
2 CONTRACTOR and COUNTY to be in compliance with prevailing standards of practice as well as State
3 and Federal regulatory requirements.

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

9 K. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of
10 CONTRACTOR's administrative and program P&Ps. CONTRACTOR shall provide signature
11 confirmation of its P&P training for each staff member and place in their personnel files.

12 L. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct
13 research activity on COUNTY Participants without obtaining prior written authorization from
14 ADMINISTRATOR.

15 M. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing
16 Paragraph of this Exhibit A to the Agreement.

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EXHIBIT B
TO AGREEMENT FOR PROVISION OF
SCHOOL READINESS SERVICES
BETWEEN
COUNTY OF ORANGE
AND
ORANGE COUNTY CHILD ABUSE PREVENTION CENTER, INC.
DBA CHILD ABUSE PREVENTION CENTER, INC.
OCTOBER 1, 2018 THROUGH JUNE 30, 2021

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

1. The parties agree that the terms used, but not otherwise defined in the Common Terms and Definitions Paragraph of Exhibit A, B, and C to the Agreement or in Subparagraph B below, shall have the same meaning given to such terms under HIPAA, the HITECH Act, and their implementing regulations at 45 CFR Parts 160 and 164 HIPAA regulations as they may exist now or be hereafter amended.

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

3. The COUNTY wishes to disclose to CONTRACTOR certain information pursuant to the terms of the Agreement, some of which may constitute PHI, as defined below in Subparagraph B.10, to be used or disclosed in the course of providing services and activities pursuant to, and as set forth, in the Agreement.

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

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

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the

1 covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the
 2 terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to
 3 CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the
 4 Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and
 5 electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

6 B. DEFINITIONS

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

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

13 a. Breach excludes:

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

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

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

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

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

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

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

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

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

36 4. "DRS" shall have the meaning given to such term under the HIPAA Privacy Rule
 37 in 45 CFR § 164.501.

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

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

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

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

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

13 10. "PHI" shall have the meaning given to such term under the HIPAA regulations in
14 45 CFR § 160.103.

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

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

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

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

26 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in
27 45 CFR § 160.103.

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

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

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

35 **C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:**

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

1 by law.

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

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

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

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

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

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

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

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

33 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to
34 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
35 and to make information related to such Disclosures available as would be required for COUNTY to
36 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with
37 45 CFR § 164.528.

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

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

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

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

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

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

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

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

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

10 D. SECURITY RULE

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

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

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

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

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

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

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

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

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

8 E. DATA SECURITY REQUIREMENTS

9 1. Personal Controls

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

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

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

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

35 2. Technical Security Controls

36 a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY
37 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of

1 COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which
2 is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the
3 COUNTY.

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

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

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

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

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

30 g. User IDs and Password Controls. All users must be issued a unique user name for
31 accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
32 or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password
33 changed upon the transfer or termination of an employee with knowledge of the password, at maximum
34 within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight characters
35 and must be a non-dictionary word. Passwords must not be stored in readable format on the computer.
36 Passwords must be changed every ninety (90) days, preferably every sixty (60) days. Passwords must be
37 changed if revealed or compromised. Passwords must be composed of characters from at least three (3)

1 of the following four (4) groups from the standard keyboard:

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

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

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

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

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

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

30 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to
31 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
32 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is
33 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files
34 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website
35 access, file transfer, and E-Mail.

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

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

4 3. Audit Controls

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

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

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

18 4. Business Continuity/Disaster Recovery Control

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

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

31 5. Paper Document Controls

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

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

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

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

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

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

23 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

37 a. The identification of each Individual whose Unsecured PHI has been, or is reasonably

1 | believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

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

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

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

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

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

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

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

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

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

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

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

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

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

3 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

13 1) The Disclosure is required by law; or

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

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

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

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

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

27 H. PROHIBITED USES AND DISCLOSURES

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

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

37 I. OBLIGATIONS OF COUNTY

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

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

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

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

12 J. BUSINESS ASSOCIATE TERMINATION

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

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

17 b. Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure
18 the material Breach or end the violation within (30) days, provided termination of the Agreement is
19 feasible.

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

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

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

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

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

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EXHIBIT C
TO AGREEMENT FOR PROVISION OF
SCHOOL READINESS SERVICES
BETWEEN
COUNTY OF ORANGE
AND

ORANGE COUNTY CHILD ABUSE PREVENTION CENTER, INC.
DBA CHILD ABUSE PREVENTION CENTER, INC.
OCTOBER 1, 2018 THROUGH JUNE 30, 2021

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

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

A. DEFINITIONS

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

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

3. "CMPPA Agreement" means the CMPPA Agreement between the SSA and CHHS.

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

5. "IEA" shall mean the Information Exchange Agreement currently in effect between the SSA and DHCS.

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

7. "PII" shall have the meaning given to such term in the IEA and CMPPA.

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

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information,

1 and a civil or an authorized investigative demand. It also includes Medicare conditions of participation
 2 with respect to health care providers participating in the program, and statutes or regulations that require
 3 the production of information, including statutes or regulations that require such information if payment
 4 is sought under a government program providing public benefits.

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

8 B. TERMS OF AGREEMENT

9 1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as
 10 otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform
 11 functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the Agreement
 12 provided that such use or disclosure would not violate the CIPA if done by the COUNTY.

13 2. Responsibilities of CONTRACTOR

14 CONTRACTOR agrees:

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

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

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

30 1) Complying with all of the data system security precautions listed in Subparagraph E
 31 of the Business Associate Contract, Exhibit B to the Agreement; and

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

36 3) If the data obtained by CONTRACTOR from COUNTY includes PII,
 37 CONTRACTOR shall also comply with the substantive privacy and security requirements in the CMPPA

1 Agreement between the SSA and the CHHS and in the Agreement between the SSA and DHCS, known
 2 as the IEA. The specific sections of the IEA with substantive privacy and security requirements to be
 3 complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange
 4 Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging
 5 Electronic Information with the SSA. CONTRACTOR also agrees to ensure that any of
 6 CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the
 7 same requirements for privacy and security safeguards for confidential data that apply to CONTRACTOR
 8 with respect to such information.

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

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

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

22 g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the
 23 COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the CIPA
 24 including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI,
 25 production of DHCS PI, disclosure of a security Breach involving DHCS PI and notice of such Breach to
 26 the affected individual(s).

27 h. Breaches and Security Incidents. During the term of the Agreement, CONTRACTOR
 28 agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII
 29 or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI and
 30 PII or security incident in accordance with Subparagraph F, of the Business Associate Contract, Exhibit
 31 B to the Agreement.

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

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