

1 CONTRACT FOR THE PROVISION OF  
2 BLACK INFANT HEALTH SERVICES

3 BETWEEN  
4 COUNTY OF ORANGE

5 AND  
6 CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY  
7 FEBRUARY 23, 2024 THROUGH JUNE 30, 2026

8  
9 THIS CONTRACT entered into this February 23, 2024, which date is by and between the COUNTY  
10 OF ORANGE, a political subdivision of State of California (COUNTY), and Children And Families  
11 Commission of Orange County, a California government entity (CONTRACTOR). COUNTY and  
12 CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as "Parties."  
13 This Contract shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

14  
15 **W I T N E S S E T H:**

16  
17 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Black Infant  
18 Health Services as needed; and

19 WHEREAS, CONTRACTOR agrees to provide Black Infant Health Services specified herein at  
20 agreed upon County locations or CONTRACTOR locations when applicable; and

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

23 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

24 //  
25 //  
26 //  
27 //  
28 //  
29 //  
30 //  
31 //  
32 //  
33 //  
34 //  
35 //

**TABLE OF CONTENTS**

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

<b><u>PARAGRAPH</u></b>	<b><u>PAGE</u></b>
Title Page.....	1
Table of Contents .....	2
Referenced Contract Provisions .....	4
I. Acronyms .....	5
II. Alteration of Terms .....	7
III. Assignment of Debts .....	7
IV. Compliance .....	7
V. Confidentiality.....	11
VI. Conflict of Interest .....	11
VII. Delegation, Assignment, and Subcontracts.....	12
VIII. Dispute Resolution.....	13
IX. Employee Eligibility Verification .....	14
X. Equipment .....	15
XI. Expenditure Report .....	16
XII. Facilities, Payments and Services.....	16
XIII. Indemnification and Insurance .....	16
XIV. Inspections and Audits.....	20
XV. Licenses and Laws .....	21
XVI. Literature, Advertisements, and Social Media.....	22
XVII. Maximum Obligation.....	22
XVIII. Minimum Wage Laws .....	22
XIX. Nondiscrimination.....	23
XX. Notices.....	25
XXI. Notification of Death .....	25
XXII. Notification of Public Events and Meetings .....	26
XXIII. Records Management and Maintenance .....	26
XXIV. Research and Publication.....	28
XXV. Revenue .....	28
XXVI. Severability.....	28
XXVII. Special Provisions .....	29
XXVIII. Status of Contractor .....	29
XXIX. Term .....	30
XXX. Termination .....	30
XXXI. Third Party Beneficiary .....	32

**TABLE OF CONTENTS**

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

**EXHIBIT A**

5		
6		
7		
8		
9		
10	I. Program Acronyms .....	1
11	II. Budget .....	2
12	III. Payments .....	4
13	IV. Reports.....	5
14	V. Services .....	6
15	VI. Staffing .....	17

**EXHIBIT B**

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

**EXHIBIT C**

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

22 //  
 23 //  
 24 //  
 25 //  
 26 //  
 27 //  
 28 //  
 29 //  
 30 //  
 31 //  
 32 //  
 33 //  
 34 //  
 35 //  
 36 //  
 37 //

1 **REFERENCED CONTRACT PROVISIONS**

2  
3 **Contract Term:** February 23, 2024 through June 30, 2026

4 Period One means the period from February 23, 2024 through June 30, 2024

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

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

7  
8 **Maximum Obligation:** \$ 1,822,797

9 Period One Maximum Obligation: \$ 522,797

10 Period Two Maximum Obligation: \$ 650,000

11 Period Three Maximum Obligation: \$ 650,000

12  
13 TOTAL MAXIMUM OBLIGATION: \$ 1,822,797

14  
15 **Basis for Reimbursement:** Actual Cost

16  
17 **Payment Method:** Payment in Arrears

18  
19 **CONTRACTOR DUNS/UEI Number:** 080015512

20  
21 **CONTRACTOR Tax ID Number:** 95-6000928

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

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

31  
32 **CONTRACTOR:** Children and Families Commission of Orange County  
33 1505 E. 17<sup>th</sup> Street, Suite 230  
34 Santa Ana, CA 92705  
35 Kim Goll, President and CEO, First 5 Orange County  
kim.goll@cfcoc.ocgov.com

36 //

37 //

## I. ACRONYMS

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

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

1	AG. MHP	Mental Health Plan
2	AH. MHSA	Mental Health Services Act
3	AI. MSN	Medical Safety Net
4	AJ. NIH	National Institutes of Health
5	AK. NPI	National Provider Identifier
6	AL. OCJS	Orange County Jail System
7	AM. OCPD	Orange County Probation Department
8	AN. OCR	Federal Office for Civil Rights
9	AO. OCSD	Orange County Sheriff’s Department
10	AP. OIG	Federal Office of Inspector General
11	AQ. OMB	Federal Office of Management and Budget
12	AR. OPM	Federal Office of Personnel Management
13	AS. PA DSS	Payment Application Data Security Standard
14	AT. PC	State of California Penal Code
15	AU. PCI DSS	Payment Card Industry Data Security Standards
16	AV. PHI	Protected Health Information
17	AW. PII	Personally Identifiable Information
18	AX. PRA	California Public Records Act
19	AY. SIR	Self-Insured Retention
20	AZ. SOW	Scope of Work
21	BA. UOS	Units of Service
22	BB. USC	United States Code
23	BC. WIC	Women, Infants and Children
24	//	
25	//	
26	//	
27	//	
28	//	
29	//	
30	//	
31	//	
32	//	
33	//	
34	//	
35	//	
36	//	
37	//	



1 g. Methodology/Procedure for enforcing disciplinary standards.

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## 20 21 **V. CONFIDENTIALITY**

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

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

## 32 33 **VI. CONFLICT OF INTEREST**

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

24  
25 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

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

35 //

36 //

37 //

## X. EQUIPMENT

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

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

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

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

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

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

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

37 //

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

### 3 4 **XI. EXPENDITURE REPORT**

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

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

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

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

### 18 19 **XIII. INDEMNIFICATION AND INSURANCE**

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

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

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



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

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

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

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

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

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

25 F. QUALIFIED INSURER

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

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

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

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

10 H. REQUIRED COVERAGE FORMS

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

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

16 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

36 K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving  
 37 all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents*

1 *and employees*, or provide blanket coverage, which will state *AS REQUIRED BY WRITTEN*  
2 *CONTRACT*.

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

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

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

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

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

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

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

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

25 Q. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)  
26 calendar days of notification by COUNTY, COUNTY may suspend or terminate this Contract without  
27 penalty.

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

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

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

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

3 U. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

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

27  
28 **XIV. INSPECTIONS AND AUDITS**

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

1 | which they are provided.

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

6 | C. AUDIT RESPONSE

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

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

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

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

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

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

33 | B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

#### 24 25 **XVII. MAXIMUM OBLIGATION**

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

#### 29 30 **XVIII. MINIMUM WAGE LAWS**

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

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

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

## 8 9 **XIX. NONDISCRIMINATION**

### 10 **A. EMPLOYMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

## 14 **XX. NOTICES**

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

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

21 2. When faxed, transmission confirmed;

22 3. When sent by Email; or

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

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

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

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

## 35 **XXI. NOTIFICATION OF DEATH**

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

1 CONTRACTOR shall immediately notify ADMINISTRATOR.

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

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

8 2. WRITTEN NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### 17 18 **XXIV. RESEARCH AND PUBLICATION**

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

#### 22 23 **XXV. REVENUE**

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

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

#### 32 33 **XXVI. SEVERABILITY**

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

37

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

#### 4 **XXVII. SPECIAL PROVISIONS**

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

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

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

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

#### 34 **XXVIII. STATUS OF CONTRACTOR**

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

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

### 11 **XXIX. TERM**

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

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

### 21 **XXX. TERMINATION**

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

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

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

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

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

7 C. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

37 8. To the extent services are terminated, cancel outstanding commitments covering the

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

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

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

13  
14 **XXXI. THIRD PARTY BENEFICIARY**

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

17  
18 **XXXII. WAIVER OF DEFAULT OR BREACH**

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

23 //  
24 //  
25 //  
26 //  
27 //  
28 //  
29 //  
30 //  
31 //  
32 //  
33 //  
34 //  
35 //  
36 //

37



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

3  
4 **CONTRACTOR: CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**

5  
6  DocuSigned by:  
7 BY: 0784B28005F94BB... DATED: 12/22/2023

8 TITLE: President and CEO  
9

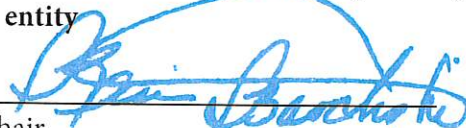
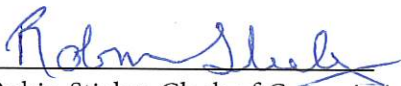
10  
11 **COUNTY OF ORANGE**

12  
13  
14 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
15 PURCHASING AGENT/DESIGNEE  
16

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

22  DocuSigned by:  
23 BY: 9713A4061D4343D... DATED: 12/22/2023  
24 DEPUTY

25  
26 **CONTRACTOR: CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY**  
27 **CHILDREN AND FAMILIES COMMISSION OF** SIGNED AND CERTIFIED THAT A  
28 **ORANGE COUNTY, a public body and legal** COPY OF THIS DOCUMENT HAS  
29 **public entity** BEEN DELIVERED TO THE CHAIR OF  
30 THE COMMISSION

31 By:  Chair Dated: 1-4-24  
32 By:  Robin Stieler, Clerk of Commission

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

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

EXHIBIT A  
TO CONTRACT FOR THE PROVISION OF  
BLACK INFANT HEALTH SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY  
FEBRUARY 23, 2024 THROUGH JUNE 30, 2026

**I. PROGRAM ACRONYMS**

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

1. CDPH – California Department of Public Health
2. MCAH-BIH – California Department of Public Health’s Maternal, Child and Adolescent Health Division – Black Infant Health Program.
3. Title V Priorities of the MCAH Division – <https://www.cdph.ca.gov/Programs/CFH/DMCAH/Pages/Title-V-Block-Grant-Program.aspx>
4. BIH P & Ps – Black Infant Health Policies and Procedures
5. MCAH Fiscal Policy and Procedures Manual – <https://www.cdph.ca.gov/Programs/CFH/DMCAH/Pages/Fiscal-Documents.aspx>
6. BIH – Black Infant Health
7. FHA – Family Health Advocate
8. MHP – Mental Health Professional
9. PHN – Public Health Nurse
10. ETO – Efforts to Outcome
11. QRA – Quarterly Roster Assessment
12. MMC – Medi-Cal Managed Care
13. CHP – Commercial Health Plan
14. WIC – Women Infants and Children
15. CPSP – Comprehensive Perinatal Services Program
16. COL – Community Outreach Liaison
17. PEI – Perinatal Equity Initiative
18. CAB – Community Advisory Board
19. PMAD – Perinatal Mood and Anxiety Disorders
20. EPDS – Early and Periodic Screening, Diagnostic, and Treatment

**II. BUDGET**

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

- 1. Period One is based upon services provided from February 23, 2024 through June 30, 2024.
- 2. Period Two is based upon services provided from July 1, 2024 through June 30, 2025.
- 3. Period Three is based upon services provided from July 1, 2025 through June 30, 2026.

B. The Actual Cost budget is per period for the provision of Black Infant Health Services, and is set forth herein for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR, provided permission has been granted by the grantor (CDPH/MCAH/BIH) and budget falls within their prescribed guidelines.

C. The following total Actual Cost budget is for the fiscal period of 2023-2024 for the provision of Black Infant Health Services, and is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR. The Actual Cost budgets for fiscal periods 2024-2025 and 2025-2026 shall be determined once grant funding has been finalized, and this contract shall be amended to reference those updates at that time.

	PERIOD <u>ONE</u>	PERIOD <u>TWO</u>	PERIOD <u>THREE</u>	<u>TOTAL</u>
ADMINISTRATIVE				
Salaries	\$ 0	\$ 0	\$ 0	\$ 0
Benefits	0	0	0	0
Services and Supplies	0	0	0	0
Indirect Costs	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
SUBTOTAL ADMINISTRATIVE	\$ 0	\$ 0	\$ 0	\$ 0
ACTUAL COST				
PROGRAM				
Salaries	\$ 0	\$ 0	\$ 0	\$ 0
Benefits	0	0	0	0
Services and Supplies	0	0	0	0
Subcontractors	<u>522,797</u>	<u>650,000</u>	<u>650,000</u>	<u>650,000</u>
SUBTOTAL PROGRAM ACTUAL COST	\$522,797	\$650,000	\$650,000	\$1,822,797
TOTAL ACTUAL COST	\$522,797	650,000	650,000	1,822,797

1 ACTUAL COST MAXIMUM	\$522,797	650,000	650,000	1,822,797
2 OBLIGATION				

3

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

5 budgeted line items within a program, for the purpose of meeting specific program needs or for providing

6 continuity of care to its participants, by utilizing a Budget/Staffing Modification Request form provided

7 by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing

8 Modification Request to ADMINISTRATOR for consideration, in advance, which shall include a

9 justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and the

10 sustaining annual impact of the shift as may be applicable to the current contract period and/or future

11 contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification

12 Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of

13 CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing

14 Modification Request(s) may result in disallowance of those costs.

15 E. CONTRACTOR agrees that the number and type of services may be adjusted by mutual

16 agreement of ADMINISTRATOR and CONTRACTOR during the term of the Contract; provided,

17 however, that the total of any such adjustments shall not cause the total budget to exceed the Maximum

18 Obligation for each Period as set forth in the Referenced Contract Provisions of the Contract.

19 F. CONTRACTOR shall be responsible for the development and implementation of an evaluation

20 process of the subcontractor using criteria developed by HCA/MCAH.

21 G. Catalog of Federal Domestic Assistance (CFDA) Information

22 1. This Contract includes federal funds paid to CONTRACTOR. The CFDA number and

23 associated information for federal funds paid through this Contract are specified below:

24 CFDA Year: 2023 – 2024
25 CFDA No: TBD
26 Program Title: TBD
27 Federal Agency: TBD
28 Award Name: TBD
29 Amount: TBD

30

31

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

33 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200. CONTRACTOR shall be

34 responsible for complying with any federal audit requirements within the reporting period specified by

35 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200.

36 3. ADMINISTRATOR may revise the CFDA information listed above, and shall notify

37 CONTRACTOR in writing of said revisions.

1 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget  
2 Paragraph to this Exhibit A to the Contract.

### 3 4 **III. PAYMENTS**

5 A. COUNTY shall pay CONTRACTOR monthly, in arrears, on a monthly invoice, for the Actual  
6 Costs of providing Black Infant Health Services described hereunder. Monthly payments are interim  
7 payments only and are subject to Final Settlement in accordance with the Expenditure Report Paragraph  
8 of the Contract hereunder; provided, however, the total of such payments does not exceed COUNTY's  
9 Total Maximum Obligation and provided further, CONTRACTOR's costs are reimbursable pursuant to  
10 County, State and/or Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental  
11 billings for any month in which the interim payment amount specified above has not been fully paid.

#### 12 **B. PAYMENT METHOD**

13 1. In support of the monthly billing, CONTRACTOR shall submit an Expenditure Report, which  
14 shall have other information including but not limited to, staffing, units of service, and any other  
15 information requested by ADMINISTRATOR, as specified in the Reports Paragraph of this Exhibit A to  
16 the Contract. ADMINISTRATOR shall use the Expenditure Report to determine payment to  
17 CONTRACTOR as specified in Subparagraphs B.2. and B.3., below.

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

22 3. If, at any time, CONTRACTOR's Expenditure and Revenue Reports indicate that the interim  
23 payment amounts are less than the actual cost of providing services, ADMINISTRATOR may authorize a  
24 supplemental payment to CONTRACTOR by an amount not to exceed the difference between the year-  
25 to-date interim payment amount to CONTRACTOR and the year-to-date actual cost incurred by  
26 CONTRACTOR.

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

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

34 E. At ADMINISTRATOR's sole discretion, ADMINISTRATOR may withhold or delay all or a part  
35 of any payment if CONTRACTOR fails to comply with any provision of the Contract, including, but not  
36 limited to, CONTRACTOR's obligations with respect to reporting, correcting deficiencies, or delays in  
37 progressing satisfactorily in achieving all the terms of this Contract. CONTRACTOR agrees that release

1 of any payment withheld or delayed by ADMINISTRATOR shall be contingent upon satisfactory  
2 implementation and timeliness of CONTRACTOR's corrective action; provided, however, that any issue  
3 not satisfactorily resolved after sixty (60) calendar days may result in CONTRACTOR's loss of such  
4 withheld or delayed funds..

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

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

#### 10 11 **IV. REPORTS**

##### 12 **A. FISCAL**

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

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

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

##### 32 **B. PROGRAMMATIC**

33 1. **CUMULATIVE PROGRAMMATIC REPORTS** – CONTRACTOR shall submit quarterly  
34 cumulative programmatic reports to ADMINISTRATOR. These reports shall be on a form provided by  
35 ADMINISTRATOR. The final programmatic report shall include a process evaluation that shall contain,  
36 but not be limited to, an analysis of the effectiveness of strategies used in conducting outreach and health  
37 promotion activities, the overall effectiveness of the program, and changes/recommendations for future

1 projects. The due dates for these reports shall be determined by ADMINISTRATOR.

2 2. INTERVENTION REPORT FORM (IRF) – CONTRACTOR shall submit on a format  
3 provided by ADMINISTRATOR, a monthly intervention report form documenting progress toward Black  
4 Infant Health project performance outcomes. These reports are due to ADMINISTRATOR by the tenth  
5 (10<sup>th</sup>) calendar day of the month following the report month.

6 3. MONTHLY NARRATIVE REPORTS – CONTRACTOR shall submit a monthly narrative  
7 report documenting progress toward project performance outcomes set forth in Paragraph V. SERVICES  
8 of the Contract, project successes, and plans for the following month. These reports are due to  
9 ADMINISTRATOR by the tenth (10<sup>th</sup>) calendar day of each month following the end of the month being  
10 reported. CONTRACTOR shall use a monthly narrative format provided by ADMINISTRATOR.

11 C. ADDITIONAL REPORTS – CONTRACTOR shall make additional reports as required by  
12 ADMINISTRATOR concerning CONTRACTOR’s activities as they affect the services hereunder, as  
13 specified in Paragraph V. SERVICES of this Contract. These reports shall be on forms approved or  
14 provided by ADMINISTRATOR as applicable. ADMINISTRATOR shall be specific as to the nature of  
15 the information requested and, when possible, shall allow thirty (30) calendar days for CONTRACTOR  
16 to respond.

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

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

24 F. CONTRACTOR shall not use reports produced as the result of providing Black Infant Health  
25 Services or data obtained for the purpose of producing such reports without the express written consent of  
26 ADMINISTRATOR. All reports shall indicate that the County of Orange Health Care Agency and  
27 CPDH/MCAH are responsible for funding CONTRACTOR’s services.

28 G. EVALUATION TOOLS – ADMINISTRATOR shall provide all evaluation tools to  
29 CONTRACTOR and train CONTRACTOR staff on protocols for implementation of evaluation tools.

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

## 32 **V. SERVICES**

33 A. CONTRACTOR shall make all services specified herein available to all eligible persons based  
34 upon the following criteria:

35 1. Eligibility for Group Services requires that participants must self-identify as Black, be  
36 eighteen (18) years of age or older, and less than thirty (30) weeks pregnant for prenatal group services,  
37

1 or up to six (6) months postpartum for postpartum group services.

2 2. Eligibility for Case Management / One-On-One (1:1) Support Services requires that  
3 participants must self-identify as Black, be sixteen (16) years of age or older, pregnant or up to six (6)  
4 months postpartum. Group attendance is not required.

5 3. All participants shall attend in-person group or one-on-one (1:1) support services.

6 4. All participants may receive services up to one (1) year postpartum as long as participants  
7 started receiving such services before six (6) months postpartum.

8 B. CONTRACTOR shall, in conjunction with ADMINISTRATOR, effectively administer and  
9 oversee the Black Infant Health (BIH) Program.

10 1. CONTRACTOR shall meet Black Infant Health (BIH) implementation activities and  
11 reporting requirements by completing and submitting all required reports:

12 a. Implement program activities as defined in the BIH Policies and Procedures (P&Ps),  
13 Scope of Work, Data Collection Manual (DCM), data collection forms, Group Curriculum and MCAH  
14 Fiscal Policies and Procedures (P&Ps).

15 b. Complete and submit timely all requested information for Annual Reports to  
16 Coordinator, in compliance with Maternal, Child, and Adolescent Health Division/Black Infant Health  
17 Program (MCAH/BIH) guidance.

18 c. Complete and submit Quarterly Reports which comply with MCAH/BIH guidance.

19 d. Coordinate to complete, review, and approve the BIH budget prior to submission.

20 2. CONTRACTOR shall establish CONTRACTOR infrastructure and capacity to meet BIH  
21 requirements by meeting hiring needs and timelines:

22 a. Meet staffing pattern and minimum qualification requirements for all staff roles; this may  
23 include submitting an organization chart and duty statements with AFA and as requested by MCAH/BIH  
24 to ADMINISTRATOR.

25 b. Recruit, hire and maintain culturally competent staff that reflect the community being  
26 served to implement a BIH Program that is relevant to the unique traditions and heritage of Black Birthing  
27 People and the community, sufficient to the size of the population being served.

28 c. Report all BIH staffing changes within five (5) business days of any staff vacancy and  
29 five (5) days prior to the hire of a Coordinator or Program Manager, by submitting an email to  
30 ADMINISTRATOR.

31 d. Develop, implement and update, in conjunction with ADMINISTRATOR and as  
32 requested by MCAH/BIH, a Professional Development Plan to support and build the capacity of all staff  
33 through assessment, supervision, and professional development, and submit the Professional  
34 Development Plan upon request.

35 3. CONTRACTOR shall ensure staff capacity to implement the BIH Program by facilitating  
36 and tracking attendance at all required staff trainings:

37 a. Ensure all staff complete refreshed curriculum training, and maintain records of staff



1 attendance at trainings; submit records to ADMINISTRATOR upon request.

2 b. Attend mandatory MCAH/BIH sponsored in-person or virtual trainings, conference calls,  
3 meetings and conferences as scheduled by MCAH Division, and maintain records of staff attendance at  
4 trainings; submit records to ADMINISTRATOR upon request.

5 c. Attend non-mandatory trainings that support the goals of BIH, and maintain records of  
6 staff attendance at trainings; submit records to ADMINISTRATOR upon request.

7 d. Develop a plan to assess the ability of staff to effectively perform their assigned tasks,  
8 including regular observations of group facilitators, and maintain completion records of at least two (2)  
9 group observation feedback forms by the BIH Coordinator for every pair of group facilitators.

10 e. Perform regular observations of assessments conducted by FHAs, MHPs or PHNs, and  
11 maintain completion records of all observations conducted for FHA, MHPs and PHNs.

12 f. Identify staff training needs and ensure that all needs are met; describe plan to ensure  
13 that staff development needs are met in Quarterly Reports.

14 g. Ensure that all key BIH staff participate in ongoing training or educational opportunities  
15 designed to enhance cultural sensitivity and responsiveness through webinars, trainings and conferences;  
16 describe how cultural sensitivity training has enhanced CONTRACTOR staff knowledge, as well as how  
17 that knowledge is applied, in Annual Report.

18 h. Ensure that all new and key BIH staff attend the Annual MCAH Sudden Infant Death  
19 Syndrome (SIDS) Conference to receive the latest American Academy of Pediatrics (AAP) guidelines on  
20 infant safe sleep practices and SIDS risk reduction strategies; describe how staff utilized information from  
21 the MCAH SIDS conference with participants, in Annual Report.

22 i. Collaborate with HCA SIDS Coordinator to attend local SIDS collaborative workgroups  
23 with community partners, enhance awareness of Black SIDS rates, and to develop SIDS risk reduction  
24 strategies; document strategies and action plans related to SIDS risk reduction strategies developed from  
25 SIDS collaborative workgroup meetings, in Annual Report.

26 4. CONTRACTOR shall meet all BIH data collection requirements by facilitating access to data  
27 collection system, SharePoint, software, security and proper oversight of data entry and core personnel:

28 a. Ensure all direct CONTRACTOR and subcontractor service staff have access to BIH  
29 Efforts to Outcomes (ETO) Data Management System and SharePoint site by submitting a request to  
30 MCAH/BIH; submit request for access to ETO and SharePoint for direct staff to  
31 [BlackInfantHealth@cdph.ca.gov](mailto:BlackInfantHealth@cdph.ca.gov).

32 b. Collect and enter all BIH participant program information and outcome data timely and  
33 accurately per guidance in the Data Collection Manual (DCM) using BIH required forms at required  
34 intervals.

35 c. Ensure all staff receive updates related to ETO changes and forms; maintain attendance  
36 records of BIH data calls, receipt of data alerts and other guidance via email or posted on SharePoint.

37 d. Ensure that a staff member with advanced knowledge of the BIH Program, data

1 collection, and ETO is selected as the BIH Site's Data Entry lead and participates in all data and evaluation  
2 calls, and works to ensure timeliness of data entry and data quality. CONTRACTOR shall maintain  
3 attendance records of participation in role-specific calls and trainings for the Data Entry Lead.

4 e. Maintain and store participant level data forms on paper or scanned copies per security  
5 guidelines in Policies and Procedures (P&Ps) for a minimum of four (4) years, which includes the prior  
6 three (3) years plus the current fiscal year.

7 f. Conduct and report on audits of recruitment, enrollment, and service delivery paper  
8 forms against ETO records. Audit sample must include at least ten percent (10%) of recruitment records  
9 and ten percent (10%) of enrollment records, and should include all staff collecting data; maintain  
10 verification that data in paper forms matches information in ETO for all samples.

11 g. Ensure that all staff that collect and enter data into the BIH data system have completed  
12 the ETO training video series available in the BIH SharePoint site. CONTRACTOR shall maintain  
13 attendance records of participation in ETO training video series for all staff; submit records to  
14 ADMINISTRATOR upon request.

15 h. Ensure that all staff that have ETO access are currently in the SharePoint roster by  
16 completing the Quarterly Roster Assessment (QRA) on SharePoint.

17 i. Ensure all data collection and reporting processes comply with CDPH information  
18 privacy and security policies as directed in the BIH Policies and Procedures (P&Ps) before installing and  
19 using ETO. CONTRACTOR shall maintain a record of information privacy and security policies from  
20 CDPH.

21 5. CONTRACTOR shall target services to areas where there is demonstrated need and  
22 CONTRACTOR capacity to implement BIH:

23 a. In collaboration with ADMINISTRATOR, maintain updated geographical service area  
24 for program recruitment for in-person services; ADMINISTRATOR shall submit all updates of the the  
25 defined geographical service area and justification to MCAH/BIH for approval.

26 b. Develop and implement a Participant Recruitment Plan, (standardized intake process), in  
27 conjunction with ADMINISTRATOR, according to the target population and eligibility guidelines in  
28 MCAH/BIH Policies and Procedures, and submit upon request an implementation dashboard detailing the  
29 number and percent of recruited and referred women that were eligible for Group participation, based on  
30 age and pregnancy status as well as their recruitment date, in FY 2023-24.

31 c. In collaboration with ADMINISTRATOR, identify and establish formal and informal  
32 collaborative relationships with local Medi-Cal Managed Care, Commercial Health Plans, WIC, and local  
33 agencies in the community to support recruitment and referral processes, document and be able to report  
34 on the total number of service providers that made referrals to the BIH Program in FY 2023-24.

35 d. Obtain rights and responsibilities form and provide a signed or verbal acknowledgement  
36 for each participant. CONTRACTOR shall report the number and percent of participants that have a  
37 recruitment and a rights and responsibilities (consent) touchpoint in ETO in FY 2023-24, reporting on the

1 Quarterly Implementation Dashboard.

2 e. Conduct outreach activities and build collaborative relationships with local WIC  
3 providers, CPSP Coordinators, social service providers, health care providers, the faith-based community  
4 and other community-based partners and individuals to increase and maximize awareness opportunities  
5 to ensure eligible women are referred to BIH. CONTRACTOR shall document and be able to report the  
6 total number, overall and by type, of outreach activities completed by all staff during FY 2023-24.

7 f. CONTRACTOR shall establish referral mechanisms that will facilitate reciprocity with  
8 partner agencies as appropriate. CONTRACTOR shall maintain a list of partner agencies and submit this  
9 list with the Annual Report.

10 g. CONTRACTOR shall utilize social media campaigns developed by local agencies and/or  
11 MCAH to increase community awareness while conducting outreach activities during community events  
12 and participant engagement activities. CONTRACTOR shall maintain a list of social media platforms and  
13 submit this list with the Annual Report.

14 h. For BIH Group Sessions, CONTRACTOR shall recruit Black women eighteen (18) years  
15 of age and older, and less than thirty (30) weeks pregnant for prenatal group services, or up to six (6)  
16 months postpartum for postpartum group services. CONTRACTOR shall document the number and  
17 percent of recruited and referred women that were eligible for Group Sessions, with eligibility based on  
18 age and pregnancy status; reports shall be based on participant recruitment date in FY 2023-24 and  
19 submitted on the Quarterly Implementation Dashboard.

20 i. Enroll participants in a group within forty-five (45) days of enrollment; CONTRACTOR  
21 shall document the number and percent of enrolled women who attended a prenatal or postpartum group  
22 session within thirty to forty-five (30- 45) days of enrollment. CONTRACTOR shall maintain a list of  
23 enrolled participants and submit this list with the Prenatal Group Dose Report or Postpartum Group Dose  
24 Report as applicable.

25 j. Begin groups with the minimum required number of participants per the BIH Policies  
26 and Procedures. CONTRACTOR shall document the percent of prenatal group sessions in a series that  
27 were attended by at least five (5) participants. The ideal number of participants for these sessions would  
28 be eight to twelve (8-12).

29 k. All BIH participants enrolled in BIH Group will receive services outlined in the BIH  
30 Policies and Procedures in order to be considered served.

31 l. For one-on-one (1:1) support, CONTRACTOR shall recruit Black teens at least sixteen  
32 (16) years of age and adult women, who are pregnant or up to six (6) months postpartum.

33 m. All BIH participants enrolled in the BIH one-on-one (1:1) support intervention will  
34 receive services outlined in the BIH Policies and Procedures to be considered served. CONTRACTOR  
35 shall maintain a list of the number and percent of active participants that are served during the fiscal year,  
36 and submit this list on the Quarterly Implementation Dashboard.

37 6. CONTRACTOR shall develop participant retention strategies as they relate to program

1 implementation components:

2 a. CONTRACTOR shall develop participant retention strategies, in conjunction with  
3 ADMINISTRATOR, in the areas of outreach/recruitment, enrollment, one-on-one support, group sessions and  
4 program completion. CONTRACTOR shall submit Participant Retention Strategies with Quarterly and Annual  
5 Reports.

6 b. Ensure locations of group services are within a designated service area, and are safe,  
7 accessible, culturally affirming, and have dedicated child watch staff and space, when group sessions are  
8 conducted. CONTRACTOR shall describe the process to ensure that location for group services meet  
9 MCAH/BIH guidelines and submit this with the Annual Report.

10 c. Ensure participants have access to transportation assistance via Uber or Lyft, or other door-  
11 to-door services.

12 d. Document the number and percent of enrolled women who have been dismissed from BIH  
13 with a completed participant satisfaction survey during the fiscal year and be prepared to submit this on a  
14 Participant Satisfaction Report.

15 e. Ensure all group sessions include full meals for participants.

16 f. Ensure group motivators including but not limited to gift cards, pack and play, items to  
17 support fitness, infant feeding supplies, breastfeeding supplies, and diapers are provided to program  
18 participants. CONTRACTOR shall submit participant retention strategy successes and challenges with the  
19 Annual Report.

20 g. Have designated staff conduct participant satisfaction surveys after group sessions and at  
21 program completion to obtain feedback related to improvement of retention strategies. CONTRACTOR shall  
22 submit the number and percent of enrolled women who have been dismissed from BIH with a completed  
23 participant satisfaction survey during the fiscal year on the Participant Satisfaction Report.

24 7. CONTRACTOR shall collaborate with COUNTY and other BIH Agencies regarding outreach  
25 activities including the use of social media:

26 a. CONTRACTOR shall increase and expand community awareness of BIH by collaborating  
27 with other BIH agencies and individually as an agency on communication outreach activities, including the  
28 use of social media.

29 b. CONTRACTOR shall conduct outreach activities and build collaborative relationships with  
30 local WIC providers, CPSP Coordinators, social service providers, health care providers, the faith-based  
31 community and other community-based partners and individuals to increase and maximize awareness  
32 opportunities to ensure eligible women are referred to BIH. CONTRACTOR shall be able to describe the types  
33 of community partner agencies contacted by CONTRACTOR staff.

34 c. CONTRACTOR shall establish referral mechanisms that will facilitate reciprocity with  
35 partner agencies as appropriate; CONTRACTOR shall be able to describe specific outreach activities  
36 performed to reach the target population.

37 d. CONTRACTOR shall utilize social media campaigns developed by MCAH to increase

1 community awareness while conducting outreach activities. CONTRACTOR shall document type, frequency  
2 and number of social media activities conducted, and submit this information with the Quarterly and Annual  
3 Reports.

4 e. CONTRACTOR shall develop, maintain and update, as needed, a local service referral and  
5 resource directory; CONTRACTOR shall provide ADMINISTRATOR with additional resources for  
6 inclusions, and submit this directory and all subsequent updates to ADMINISTRATOR in a timely manner.  
7 CONTRACTOR shall also ensure that referral resources remain current and up to date in ETO.

8 f. CONTRACTOR shall increase information sharing with other local agencies providing  
9 services to Black Birthing People and children in the community and establish a clear point of contact.  
10 CONTRACTOR shall document and maintain the number of agencies where the Community Outreach Liaison  
11 (COL) has a documented point(s) of contact and with whom information is regularly exchanged, and submit  
12 this with the Annual Report.

13 8. CONTRACTOR shall increase and expand community awareness of Black Birthing outcomes  
14 and the role of the Black Infant Health (BIH) Program by performing the following:

15 a. Coordinate with the Perinatal Equity Initiative (PEI) where applicable to implement a  
16 Community Advisory Board (CAB) to inform the community about disparate birth outcomes among Black  
17 Birthing People by delivering standardized messages describing how the BIH Program addresses these issues.  
18 CONTRACTOR shall submit CAB meeting materials including roster, stakeholder types, attendance, agenda,  
19 and minutes with the BIH Quarterly Report.

20 b. Create partnerships with community and referral agencies that support the broad goals of the  
21 BIH Program, through formal and informal agreements. Ensure efforts are focused on Black Birthing People  
22 and families in the community in need of services and are confronting disparities caused by systematic  
23 oppression and marginalization, implicit bias, and discrimination. CONTRACTOR shall document the  
24 number, format, and outcomes associated with community outreach activities conducted by the BIH  
25 Coordinator and/or the MCAH Director during fiscal year 2023-2024.

26 c. Develop and implement a community awareness plan in conjunction with  
27 ADMINISTRATOR that outlines how community engagement activities will be conducted. CONTRACTOR  
28 shall document type, frequency and number of social media activities conducted, and submit this information  
29 with Quarterly and Annual Reports.

30 d. Develop and implement activities related to multi-level community engagement and  
31 awareness with referral partners to identify service gaps in CONTRACTOR's target area. CONTRACTOR  
32 shall maintain a service referral and resource directory and provide this, as well as all information regarding  
33 new resources for inclusion, to ADMINISTRATOR in a timely manner.

34 e. Collaborate with local MCAH programs and other partners such as Medi-Cal to identify  
35 strategies, activities and provide technical assistance to:

- 36 1) Improve access to health care services.
- 37 2) Increase utilization of well-woman and postpartum visits.

1 3) Identify Preterm Birth (PTB) reduction strategies.

2 4) Increase the utilization of preconception health services.

3 5) Document collaborative activities with local MCAH programs and other partners, and  
4 submit this information with the Annual report.

5 f. Collaborate with local MCAH programs and Regional Perinatal Programs to improve  
6 maternal and perinatal systems of care. CONTRACTOR shall document collaborative activities with local  
7 MCAH programs and Regional Perinatal Programs and submit this information with the Annual Report.

8 g. Participate in collaboratives with community partners to review data and develop strategies  
9 and policies to address social determinants of health and disparities. CONTRACTOR shall document  
10 collaborative activities that address social determinants of health and disparities and submit this information  
11 with the Annual Report.

12 h. Produce flyers or educational materials as needed using BIH funds to support community  
13 awareness efforts, ensuring materials are properly branded with the State BIH logo and funding tagline:  
14 "Funded by the California Department of Public Health." CONTRACTOR shall maintain COUNTY and  
15 MCAH/BIH approval on file for all flyers, education, and outreach materials, including community awareness  
16 efforts developed.

17 9. CONTRACTOR shall provide all participants with additional services that support health and  
18 wellness while enrolled in the BIH Program, including:

19 a. Assist participants in understanding behaviors that contribute to overall good health,  
20 including:

21 1) Stress management.

22 2) Sexual health

23 3) Healthy relationships

24 4) Nutrition

25 5) Physical activity

26 b. Document additional activities, (e.g., Champions for Change cooking demonstrations),  
27 conducted that promote health and wellness of BIH participants and their infants at least once per quarter.

28 c. Ensure that participants are enrolled in health insurance and are receiving risk-  
29 appropriate perinatal care; CONTRACTOR shall document the number and percent of enrolled  
30 participants that have received a referral for health insurance, and submit this information on the BIH  
31 Referral Status Report.

32 d. Provide participants with health information that supports a healthy pregnancy.  
33 CONTRACTOR shall be able to describe specific collaborative efforts with March of Dimes,  
34 MotherToBaby and other agencies that provide health education, preterm birth reduction materials and  
35 resources.

36 e. Provide participants with health education materials that address preterm birth reduction  
37 strategies, such as the MCAH-BIH prematurity awareness and Provider sheet tip-sheet.

1 f. Identify participants' health, dental and psychosocial needs and provide referrals and  
2 follow-up as needed to health and community services. CONTRACTOR shall document the number and  
3 percent of enrolled women who have a known referral status for every documented referral at time of exit  
4 from the program among women dismissed from BIH, and provide this information on the BIH Referral  
5 Status Report.

6 g. Provide information and health education to participants who report drug, alcohol and/or  
7 tobacco use. CONTRACTOR shall document the number and percent of enrolled participants that have  
8 received a referral for drug, alcohol and/or tobacco use, and submit this information to  
9 ADMINISTRATOR upon request.

10 h. Assist participants with completion of the birth preference form that outlines specific  
11 labor/delivery and birthing requests to be conveyed to their prenatal care provider. CONTRACTOR shall  
12 document the number and percent of active participants with a birth preference form, relative to number  
13 of days enrolled in the program; and provide this information on the Quarterly Implementation Dashboard.

14 i. Promote and support a reproductive life plan and family planning by providing  
15 information and education on birth spacing and interconception health during group sessions and one-on-  
16 one support meetings. CONTRACTOR shall document the number and percent of enrolled participants  
17 that have discussed reproductive life planning during one on one support meetings, and submit this  
18 information to ADMINISTRATOR upon request.

19 j. Ensure that participants are attending postpartum visits and well-woman check-ups as  
20 scheduled. CONTRACTOR shall document the number and percent of participants who attend a four to  
21 six (4-6) week postpartum checkup with a medical provider, and submit this information to MCAH/BIH  
22 upon request.

23 k. Help participants understand the characteristics of healthy relationships and provide  
24 resources that can help participants deal with abuse, reproductive coercion, or birth control sabotage.  
25 CONTRACTOR shall describe collaborative efforts with Violence Prevention Organizations such as  
26 Futures without Violence to determine service capacity to adequately meet needs identified by participants  
27 and Agency staff providing case management services.

28 l. Ensure that all BIH participants will be screened for Perinatal Mood and Anxiety  
29 Disorders (PMAD) and those with positive screens will be given a referral to mental health services.  
30 CONTRACTOR shall document the number and percent of active participants with an EPDS, relative to  
31 the number of days enrolled in the program, and submit this information on the Quarterly Implementation  
32 Dashboard.

33 m. Assist participants with increasing knowledge of infant safe sleep practices, SIDS, and  
34 Sudden Unexplained Infant Death (SUID) risk reduction. CONTRACTOR shall list and describe health  
35 education materials provided to participants related to safe sleep practices and SIDS reduction and submit  
36 this information to MCAH/BIH upon request.

37 n. Provide participants with health education materials addressing the benefits of

1 breastfeeding. CONTRACTOR shall document the number and percent of enrolled participants that have  
2 discussed breastfeeding/infant feeding during one-on-one support meetings, as well as the number and  
3 percent of enrolled participants that have received a referral for breastfeeding or lactation, and submit  
4 this information to ADMINISTRATOR.

5 o. Assist participants with completing home safety checklist. CONTRACTOR shall  
6 document the number and percent of active participants with a safety checklist, relative to number of days  
7 enrolled in the program, and submit this information on the Quarterly Implementation Dashboard.

8 p. Teach participants about the importance of stress reduction and guide them in applying  
9 stress reduction techniques, including yoga, deep breathing, and meditation. CONTRACTOR shall  
10 summarize participant successes and challenges in utilizing stress reduction techniques, and submit this  
11 information to ADMINISTRATOR upon request.

12 q. Facilitate the administration of the stress scale and ask questions about stress  
13 management focused on the participant's ability to be resilient and manage chronic stressors presenting  
14 during pregnancy. CONTRACTOR shall document the number and percent of active participants with a  
15 baseline and follow-up assessment (relative to number of days enrolled in the program, and submit this  
16 information to ADMINISTRATOR upon request.

17 10. CONTRACTOR shall, in collaboration with COUNTY, create and/or maintain a statewide  
18 public awareness campaign to inform the State about Black birth outcome inequities and/or the root causes  
19 of these inequities:

20 a. Develop public awareness materials that are focus-tested with the targeted community.

21 b. Provide a report that describes outreach and engagement plans in the community.

22 c. Share ongoing progress in developing and maintaining the campaign during Quarterly

23 BIH Statewide Media Campaign meetings and reports.

24 d. CONTRACTOR's Program Coordinator shall review all staff and subcontractor  
25 deliverables to ensure that materials:

26 1) Honor the unique history and traditions of people of Black descent.

27 2) Reflect and include the targeted community.

28 3) Are culturally responsive, engaging and applicable to all Black Birthing People,  
29 regardless of enrollment status in the CDPH-BIH program.

30 4) CONTRACTOR shall share final campaign deliverables and methodologies with  
31 COUNTY for final review and approval.

32 e. Hire and maintain culturally competent staff and subcontractors to develop campaign  
33 materials that are relevant and respectful to the cultural heritage of Black women and the community.

34 1) Describe the process of recruiting and hiring staff and subcontractors.

35 2) Include resumes of staff and subcontractors with submission of the Agreement  
36 Funding Application (AFA) packet to ADMINISTRATOR.

37 3) Submit all staff and subcontractor changes to the ADMINISTRATOR for review.



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

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

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

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

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

H. PERFORMANCE OBJECTIVES

PERFORMANCE OBJECTIVES	Minimum Required per Fiscal Year
Prenatal Groups	9
Postpartum Groups	4
Number of Participants Reached:	
Utilizing Prenatal Groups	72
Utilizing Postpartum Groups	32
Utilizing 1:1 Support	56
Minimum Population Size – Black Birthing Persons	440

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

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

3  
4 **VI. STAFFING**

5 A. CONTRACTOR shall provide services pursuant to this Contract by recruiting, hiring, and  
6 maintaining administrative and program staff who have the requisite qualifications and experience to  
7 provide Black Infant Health services under this Contract.

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

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

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

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

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

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

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

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

35 F. CONTRACTOR shall, at a minimum, provide the following paid staffing expressed in Full-Time  
36 Equivalent (FTEs) per region, which shall be equal to an average of forty (40) hours of work per week:  
37

<u>POSITION</u>	<u>FTEs</u>
ADMINISTRATIVE	
SUBTOTAL ADMINISTRATIVE FTEs	0
PROGRAM ADMIN	
PROGRAM DIRECTOR/MANAGER	<u>0</u>
SUBTOTAL PROGRAM ADMIN FTEs	0
PROGRAM	
Community Outreach Liaison	1.00
Mental Health Professional	1.00
Family Health Advocate/Group Facilitator	1.00
Family Health Advocate/Group Facilitator	1.00
Family Health Advocate/Group Facilitator	1.00
Data Entry Clerk	1.00
Child Watch	<u>1.00</u>
SUBTOTAL PROGRAM FTEs	7.00
SUBCONTRACTOR	
SUBTOTAL SUBCONTRACTOR FTEs	0
TOTAL FTEs	7.00

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

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

I. CONTRACTOR shall maintain personnel files for each paid or unpaid staff member, both administrative and programmatic, which shall include as appropriate and applicable, but not be limited to, an application for employment, qualifications for the positions, job description, documentation of

bicultural/bilingual capabilities, pay rate, evaluations justifying pay increases, and copies of pertinent training certifications pursuant to the terms of this Contract.

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

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

//

////

//

//

//

//

//

//

//

//

//

37

EXHIBIT B  
TO CONTRACT FOR PROVISION OF  
BLACK INFANT HEALTH SERVICES  
BETWEEN  
COUNTY OF ORANGE

AND  
CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY  
FEBRUARY 23, 2024 THROUGH JUNE 30, 2026

**I. BUSINESS ASSOCIATE CONTRACT**

**A. GENERAL PROVISIONS AND RECITALS**

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

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

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

4. The parties intend to protect the privacy and provide for the security of PHI that may be created, received, maintained, transmitted, used, or disclosed pursuant to the Contract 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 a covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the Privacy and the

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

3 B. DEFINITIONS

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

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

18           7. CONTRACTOR agrees to provide access, within fifteen (15) calendar days of receipt of a  
19 written request by COUNTY, to PHI in a Designated Record Set, to COUNTY or, as directed by  
20 COUNTY, to an Individual in order to meet the requirements under 45 CFR § 164.524.

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

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

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

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



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

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

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

#### 8 D. SECURITY RULE

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

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

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

#### 21 E. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

37 b. Any other information that COUNTY is required to include in the notification to

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

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

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

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

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

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

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

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

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

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

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

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

1 F. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

11 1) The Disclosure is required by law; or

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

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

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

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

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

25 G. OBLIGATIONS OF COUNTY

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

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

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

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

37 H. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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

25  
26           ADMINISTRATOR

27           County of Orange

28           Health Care Agency

29           1241 E. Dyer Road

30           Santa Ana, CA 92705

31           Attention: Bradley Vargas, Administrative Program Manager

32           Perinatal, Infant and Adult Nursing Programs

33           Community and Nursing Services Division, Public Health Services

34           Email: [bvargas@ochca.com](mailto:bvargas@ochca.com)

35           Telephone: (714) 834-8339

36           ADMINISTRATOR Contract Manager

37           County of Orange

1 Health Care Agency  
2 405 W. 5<sup>th</sup> Street, Suite 600  
3 Santa Ana, California 92701  
4 Attention: Lynn Miles  
5 E-mail: [lymiles@ochca.com](mailto:lymiles@ochca.com)  
6 Telephone: (714) 834-3137  
7 ADMINISTRATOR Privacy Officer  
8 County of Orange  
9 Orange County Information Technology (OCIT)  
10 1055 N. Main Street  
11 Santa Ana, California 92701  
12 Attention: Linda Le  
13 E-mail: [linda.le@ocit.ocgov.com](mailto:linda.le@ocit.ocgov.com)  
14 Telephone: (714) 834-4082  
15  
16 ADMINISTRATOR Information Security Officer  
17 County of Orange  
18 Health Care Agency  
19 200 W. 5<sup>th</sup> Street  
20 Santa Ana, California 92701  
21 Attention: David Castellanos  
22 E-mail: [dcastellanos@ochca.com](mailto:dcastellanos@ochca.com)  
23 Telephone: (714) 834-3433  
24 //  
25 //  
26 //  
27 //  
28 //  
29 //  
30 //  
31 //  
32 //  
33 //  
34 //  
35 //  
36 //  
37 //

1 EXHIBIT C  
 2 TO CONTRACT FOR THE PROVISION OF  
 3 BLACK INFANT HEALTH SERVICES  
 4 BETWEEN  
 5 COUNTY OF ORANGE  
 6 AND  
 7 CHILDREN AND FAMILIES COMMISSION OF ORANGE COUNTY  
 8 FEBRUARY 23, 2024 THROUGH JUNE 30, 2026

9  
 10  
 11 **I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT**

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

14 A. DEFINITIONS

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

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

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

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

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

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

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

36 //

37 //

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

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

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

#### 14 B. TERMS OF CONTRACT

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

20 2. Responsibilities of CONTRACTOR  
21 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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



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

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

7 //

8 //

9 //

10 //

11 //

12 //

13 //

14 //

15 //

16 //

17 //

18 //

19 //

20 //

21 //

22 //

23 //

24 //

25 //

26 //

27 //

28 //

29 //

30 //

31 //

32 //

33 //

34 //

35 //

36 //

37 //