

CONTRACT FOR PROVISION OF  
AMENDMENT NO. 1  
TO  
CONTRACT NO. MA-042-20012189  
FOR  
**TARGETED CASE MANAGEMENT SERVICES**

This Amendment ("Amendment No. 1") to Contract No. MA-042-2001219089 for Targeted Case Management Services is made and entered into on July 1, 2023 ("Effective Date") between the COUNTY OF ORANGE, a political subdivision of the State of California (COUNTY), through its Health Care Agency, with a place of business at 405 W. 5<sup>th</sup> St., Ste. 600, Santa Ana, CA 92701, and The Priority Center ("Contractor"), a California nonprofit corporation with a place of business at 1940 Deere Ave., Ste. 100, Santa Ana, CA 92705. The Original Contract and this first Amendment are and shall continue to be administered by the Director of the COUNTY's Health Care Agency or a Deputized designee ("ADMINISTRATOR"). CONTRACTOR and COUNTY may sometimes be referred to individually as "Party" or collectively as "Parties".

RECITALS

WHEREAS, the Parties executed the Contract No. MA-042-20012189 for Targeted Case Management Services, effective July 1, 2020 through June 30, 2023; and

WHEREAS, the Parties now desire to enter into this Amendment No. 1 to renew the Contract for two years, effective July 1, 2023 through June 30, 2025, for County to continue receiving and Contractor to continue providing the services set forth in the Contract, to amend specific terms and conditions in the Contract, and to replace Exhibit A of the Contract with Exhibit A-1.

NOW BETWEEN

COUNTY OF ORANGE

AND

THE PRIORITY CENTER

JULY 1, 2020 THROUGH JUNE 30, 2023

~~THIS CONTRACT entered into this 1<sup>st</sup> day of July 2020, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and THE PRIORITY CENTER, a California «Corp\_Stat» (CONTRACTOR). This Contract shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).~~

WITNESSETH: THEREFORE, CONTRACTOR and COUNTY agree to amend the Contract as follows:

1. The Contract is renewed for a period of two years, effective July 1, 2023 through June 30, 2025, on the amended terms and conditions.

The section of

~~WHEREAS, COUNTY has a Memorandum of Understanding (MOU) for Fiscal Leveraging and Support Services with the Children and Families Commission of Orange County (Commission); and~~

~~WHEREAS, the MOU between COUNTY and Commission outlines responsibilities of COUNTY regarding funds to be paid to CONTRACTOR; and~~

~~WHEREAS, it is necessary for COUNTY to establish a means for CONTRACTOR claiming Title XIX Federal Financial Participation (FFP) for Targeted Case Management (TCM) expenses necessary for the proper and efficient administration of the Medi-Cal program as set forth in Welfare and Institutions Code described herein; and~~

~~WHEREAS, COUNTY has entered into Contract with the Department of Health Care Services (DHCS) relative to the provision of TCM services to eligible Medi-Cal beneficiaries. The mutual objectives of COUNTY and DHCS for TCM services are to assist eligible individuals in gaining access to needed medical, social, educational, and other services in accordance with the Social Security Act, Title XIX, Section 1915(g) (2); Title 42 USC, Section 1396n(g) (2), as it exists now or may hereafter be amended; and~~

~~WHEREAS, COUNTY recognizes the unique relationship that the CONTRACTOR has with Medi-Cal eligible individuals and the expertise of CONTRACTOR in identifying and assessing the needs of Medi-Cal eligible individuals it serves; and~~

~~WHEREAS, COUNTY is agreeable to working with CONTRACTOR to provide the appropriate claiming procedures, and a mechanism for reimbursement; and~~

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

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

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2. , entitled, “REFERENCED CONTRACT PROVISIONS,” is deleted in its entirety and replaced with the following:

**“REFERENCED CONTRACT PROVISIONS”**

**Term:** -July 1, ~~2020~~2023 through June 30, ~~2023~~2025

Period One means the period from July 1, ~~2020~~2023 through June 30, ~~2021~~2024

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

Period Two means the period from July 1, ~~2022~~2024 through June 30, ~~2023~~2025

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CONTRACTOR **DUNS**UEI Number:                            —~~«DUNS»~~VBZFQRIXHYK4

CONTRACTOR TAX ID Number:                            —~~«TAX\_ID»~~33-0013237

NOTICES TO COUNTY AND CONTRACTOR:

COUNTY: \_\_\_\_\_ County of Orange

Health Care Agency

~~\_\_\_\_\_ Health Care Agency~~

\_\_\_\_\_  
\_\_\_\_\_  
Procurement & Contract Services  
405 West 5<sup>th</sup> Street, Suite 600

Santa Ana, CA 92701

~~\_\_\_\_\_ Santa Ana, CA 92701~~

\_\_\_\_\_  
\_\_\_\_\_  
and  
LGA MAA/TCM Coordinator  
County of Orange/HCA Accounting  
200400 W. Civic Center Drive, 3<sup>rd</sup>

Floor

Santa Ana Blvd., Suite 800, CA 92701

~~\_\_\_\_\_ Santa Ana, CA 92701~~

CONTRACTOR: THE PRIORITY CENTER

1940 Deere Ave., Ste. 100

Santa Ana, CA 92705

Lisa Fujimoto, Executive Director and CEO

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~~\_\_\_\_\_~~ ACRONYMS

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

1940 Deere Ave., Ste. 100

Santa Ana, CA 92705

Lisa Fujimoto, Executive Director and CEO

Section III., entitled, "COMPLIANCE," is deleted in its entirety ~~\_\_\_\_\_~~ ARRA American Recovery and Reinvestment Act

|                |                    |  |
|----------------|--------------------|--|
| <del>B.</del>  | <del>ASRS</del>    | <del>Alcohol and Drug Programs Reporting System</del>          |
| <del>C.</del>  | <del>BIC</del>     | <del>Beneficiary Identification Code</del>                     |
| <del>D.</del>  | <del>CCC</del>     | <del>California Civil Code</del>                               |
| <del>E.</del>  | <del>CCR</del>     | <del>California Code of Regulations</del>                      |
| <del>F.</del>  | <del>CMS</del>     | <del>Centers for Medicare and Medicaid Services</del>          |
| <del>G.</del>  | <del>CFR</del>     | <del>Code of Federal Regulations</del>                         |
| <del>H.</del>  | <del>CHPP</del>    | <del>COUNTY HIPAA Policies and Procedures</del>                |
| <del>I.</del>  | <del>CHS</del>     | <del>Correctional Health Services</del>                        |
| <del>J.</del>  | <del>D/MC</del>    | <del>Drug/Medi-Cal</del>                                       |
| <del>K.</del>  | <del>DHCS</del>    | <del>Department of Health Care Services</del>                  |
| <del>L.</del>  | <del>DMH</del>     | <del>Department of Mental Health</del>                         |
| <del>M.</del>  | <del>DPFS</del>    | <del>Drug Program Fiscal Systems</del>                         |
| <del>N.</del>  | <del>DRS</del>     | <del>Designated Record Set</del>                               |
| <del>O.</del>  | <del>FFP</del>     | <del>Federal Financial Participation</del>                     |
| <del>P.</del>  | <del>FLMG</del>    | <del>Fiscal Leveraging Management Group</del>                  |
|                | <del>Q.</del>      | <del>HCA Health Care Agency</del>                              |
| <del>R.</del>  | <del>HHS</del>     | <del>Health and Human Services</del>                           |
| <del>S.</del>  | <del>HIPAA</del>   | <del>Health Insurance Portability and Accountability Act</del> |
| <del>T.</del>  | <del>HSC</del>     | <del>California Health and Safety Code</del>                   |
| <del>U.</del>  | <del>LGA</del>     | <del>Local Government Agency</del>                             |
| <del>V.</del>  | <del>MAA</del>     | <del>Medi-Cal Administrative Activities</del>                  |
| <del>W.</del>  | <del>MHP</del>     | <del>Mental Health Plan</del>                                  |
| <del>X.</del>  | <del>MOU</del>     | <del>Memorandum of Understanding</del>                         |
| <del>Y.</del>  | <del>OCJS</del>    | <del>Orange County Jail System</del>                           |
| <del>Z.</del>  | <del>OCPD</del>    | <del>Orange County Probation Department</del>                  |
| <del>AA.</del> | <del>OCR</del>     | <del>Office for Civil Rights</del>                             |
| <del>AB.</del> | <del>OCSD</del>    | <del>Orange County Sheriff's Department</del>                  |
| <del>AC.</del> | <del>OIG</del>     | <del>Office of Inspector General</del>                         |
| <del>AD.</del> | <del>OMB</del>     | <del>Office of Management and Budget</del>                     |
| <del>AE.</del> | <del>OPM</del>     | <del>Federal Office of Personnel Management</del>              |
| <del>AF.</del> | <del>PADSS</del>   | <del>Payment Application Data Security Standard</del>          |
| <del>AG.</del> | <del>PC</del>      | <del>State of California Penal Code</del>                      |
| <del>AH.</del> | <del>PCI DSS</del> | <del>Payment Card Industry Data Security Standard</del>        |
| <del>AI.</del> | <del>PHI</del>     | <del>Protected Health Information</del>                        |
| <del>AJ.</del> | <del>PII</del>     | <del>Personally Identifiable Information</del>                 |
| <del>AK.</del> | <del>PMP</del>     | <del>Performance Monitoring Plan</del>                         |

- ~~AL. PRA Public Record Act~~
- ~~AM. TCM Targeted Case Management~~
- ~~AN. USC United States Code~~
- ~~AO. WIC State of California Welfare and Institutions Code~~

## ~~H. ALTERATION OF TERMS~~

- ~~1. A. This Contract, together replaced with Exhibits A and B attached hereto and incorporated herein, fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the subject matter of this Contract following:~~
- ~~B. Unless otherwise expressly stated in this Contract, no addition to, or alteration of the terms of this Contract or any Exhibits, whether written or verbal, made by the parties, their officers, employees or agents shall be valid unless made in the form of a written amendment to this Contract, which has been formally approved and executed by both parties.~~

## ~~III. COMPLIANCE~~

### ~~A. "III. COMPLIANCE"~~

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

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

2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own ~~compliance program, code~~ Compliance Program, Code of ~~conduct~~ Conduct and any ~~compliance~~ Compliance related policies and procedures. CONTRACTOR's ~~compliance program, code~~ Compliance Program, Code of ~~conduct~~ Conduct and any related policies and procedures shall be verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements by ADMINISTRATOR's Compliance Officer as described in this ~~Compliance Paragraph to this Contract.~~ Section III (COMPLIANCE). These elements include:

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



g. Methodology/Procedure for enforcing disciplinary standards.

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

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

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

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

1. For purposes of this ~~Compliance Paragraph,~~Section III (COMPLIANCE), Covered Individuals

includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point when they work more than one hundred sixty (160) hours during the calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures

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

2. An Ineligible Person shall be any individual or entity who:
  - a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or
  - b. has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.
3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement. CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this Contract.
4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that its subcontractors use their best efforts to verify that they are eligible to participate in all federal and State of California health programs and have not been excluded or debarred from participation in any federal or state health care programs, and to further represent to CONTRACTOR that they do not have any Ineligible Person in their employ or under contract.
5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any debarment, exclusion or other event that makes the Covered Individual an Ineligible Person. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing services directly relative to this Contract becomes debarred, excluded or otherwise becomes an Ineligible Person.
6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person, CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY

business operations related to this Contract.

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

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

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

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

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

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

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

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

1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered Individuals relative to this Contract. This includes compliance with federal and state [healthcarehealth care](#) program regulations and procedures or instructions otherwise communicated by regulatory agencies; including the Centers for Medicare and Medicaid Services or their agents.

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

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

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

5. Each Covered Individual attending a group training shall certify, in writing, attendance at

compliance training. ADMINISTRATOR shall provide instructions on completing the training in a group setting while CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

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

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

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

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

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

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

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

7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural Competency Plan and submit the updates to the State for review and approval annually.

~~\_(CCR, Title 9, §1810.410.subds-(c)-(d).~~

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

4. ~~CONFIDENTIALITY~~ Section VII, entitled, "~~DELEGATION AND ASSIGNMENT~~," is deleted in its entirety and replaced with the following:

**"VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

**V. CONFLICT OF INTEREST**

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

**VI. DEBARMENT AND SUSPENSION CERTIFICATION**

~~A. CONTRACTOR certifies that it and its principals:~~

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

~~2. Have not within a three-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.~~

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

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

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

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

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

## ~~VII. DELEGATION AND ASSIGNMENT~~

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

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

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

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

3. If CONTRACTOR is a governmental organization, any change to another structure, including



a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

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

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

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

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

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

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

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

D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's status with respect to name changes that do not require an assignment of the Contract. CONTRACTOR is also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party to any litigation against COUNTY, or a party to litigation that may reasonably affect the CONTRACTOR's performance under the Contract, as well as any potential conflicts of interest between CONTRACTOR and County that may arise prior to or during the period of Contract performance. While CONTRACTOR will be required to provide this information without prompting from COUNTY any time there is a change in CONTRACTOR's name, conflict of interest or litigation status, CONTRACTOR must also provide an update to COUNTY of its

status in these areas whenever requested by COUNTY.”

#### ~~VIII. DISPUTE RESOLUTION~~

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

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

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

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

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

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

#### ~~IX. EMPLOYEE ELIGIBILITY VERIFICATION~~

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



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

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

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

~~**XI. INDEMNIFICATION AND INSURANCE** 5. Section XI, entitled, “**INDEMNIFICATION AND INSURANCE**,” is deleted in its entirety and replaced with the following:~~

~~**“XI. INDEMNIFICATION AND INSURANCE**~~

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

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

C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of CONTRACTOR pursuant to this Contract shall be covered under CONTRACTOR’s insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less than

the level of coverage required by COUNTY from CONTRACTOR under this Contract. It is the obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by CONTRACTOR through the entirety of this Contract for inspection by COUNTY representative(s) at any reasonable time.

D. All self-insured retentions SIRs shall be clearly stated on the COI-Certificate of Insurance. Any ~~SIR~~SIRs in an amount in excess of ~~fifty thousand dollars~~Fifty Thousand Dollars (\$50,000) shall specifically be approved by the CEO/Office of County's Risk Management upon review of CONTRACTOR's Manager, or designee. The COUNTY reserves the right to require current audited financial ~~report~~reports from CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR will indemnify the County for any and all claims resulting or arising from CONTRACTOR'S services in accordance with the indemnity provision stated in this Contract. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

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

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

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

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

F. QUALIFIED INSURER

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

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

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

| <u>Coverage</u>  | <u>Minimum Limits</u>                                   |
|--|---|
| Commercial General Liability   | \$1,000,000 per occurrence<br>\$2,000,000 aggregate     |
| Automobile Liability including coverage<br>for owned, non-owned and hired vehicles | \$1,000,000 per occurrence                              |
| Workers' Compensation  | Statutory   |
| Employers' Liability Insurance   | \$1,000,000 per occurrence                              |
| Network Security & Privacy Liability   | \$1,000,000 per claims made                             |
| Professional Liability Insurance   | \$1,000,000 per claims made<br>\$1,000,000<br>aggregate |
| Sexual Misconduct Liability  | \$1,000,000 per occurrence                              |

#### H. REQUIRED COVERAGE FORMS

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

#### I. REQUIRED ENDORSEMENTS

1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the COI:
  - a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming the **County of Orange, its elected and appointed officials, officers, employees, and agents** as Additional Insureds, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN CONTRACT AGREEMENT**.
  - b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at least as broad evidencing that the CONTRACTOR's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.
2. The Network Security and Privacy Liability policy shall contain the following endorsements

which shall accompany the Certificate of Insurance:

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

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

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

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

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

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

~~—Na breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate this Contract.~~

~~—M. If CONTRACTOR's Professional Liability, Technology Errors & Omissions and/or and Network Security & Privacy Liability are "Claims -Made" policies, policy(ies), CONTRACTOR shall agree to maintain coverage for two (2) years the following:~~

~~1. the completion of The retroactive date must be shown and must be before the Contract date of the contract or the beginning of the contract services.~~

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

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

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

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

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

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

~~S. P.~~ COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable ~~Certificate of Insurance COIs~~ and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall constitute a breach of CONTRACTOR's obligation hereunder and ground for termination of this Contract ~~may be in breach without further notice to CONTRACTOR, and by~~ COUNTY ~~shall be entitled to all legal remedies.~~

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

#### U. R. SUBMISSION OF INSURANCE DOCUMENTS

1. The COI and endorsements shall be provided to COUNTY as follows:
  - a. Prior to the start date of this Contract.
  - b. No later than the expiration date for each policy.
  - c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance ~~requirements~~ types as set forth in ~~the Coverage~~ Subparagraph G, above.
2. The COI and endorsements shall be provided to the COUNTY at the address as specified in the Referenced Contract Provisions of this Contract.
3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Contract by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:
  - a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Contracts between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Contract are submitted to ADMINISTRATOR.
  - b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all Contracts between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance

provisions stipulated in this Contract are submitted to ADMINISTRATOR.

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

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

## XII. INSPECTIONS AND AUDITS

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

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

~~—C. AUDIT RESPONSE~~

6. Section XVIII, entitled, "RECORDS MANAGEMENT AND MAINTENANCE," Sub-Paragraph D is deleted in its entirety and replaced with the following:

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

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

~~—D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare an annual Single Audit as required by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR~~



~~Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14) calendar days of receipt.~~

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

### ~~XIII. LICENSES AND LAWS~~

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

#### ~~— B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

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

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

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

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

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

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

~~— 1. 31 USC 7501—7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.~~

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**~~XIV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA~~**

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

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

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

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

**~~XV. MINIMUM WAGE LAWS~~**

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

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

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

**~~XVI. NONDISCRIMINATION~~**

~~— A. EMPLOYMENT~~



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

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

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

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

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

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

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

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

~~C. COMPLAINT PROCESS — CONTRACTOR shall establish procedures for advising all clients through a written statement that CONTRACTOR's and/or subcontractor's clients may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR.~~

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

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

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

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

~~F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state law, this Contract may be canceled, terminated or suspended in whole or in part and~~

~~CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal, state or county funds.~~

## ~~XVII. NOTICES~~

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

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

~~—— 2. When faxed, transmission confirmed;~~

~~—— 3. When sent by Email; or~~

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

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

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

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

### ~~**XVIII. RECORDS MANAGEMENT AND MAINTENANCE**~~

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

~~—B. CONTRACTOR shall ensure appropriate financial records related to cost reporting, expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.~~

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~~#~~

~~—C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation, preparation, and confidentiality of records related to participant, client and/or patient records are met at all times.~~

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

~~—E~~

~~7. Section XXII, entitled, "TERMINATION," is deleted in its entirety and replaced with the~~

following:

## ~~“XXII. TERMINATION~~

~~\_\_\_ A. CONTRACTOR shall make records pertaining to~~ be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject to the costs issuance of services, participant fees, charges, billings, and revenues available at one (1) location a Corrective Action Plan (CAP) for the failure to perform to the level of contracted objectives, continuing to not meet goals and expectations, and/or for non-compliance. If CAPs are not completed within the limits of the County of Orange.

~~\_\_\_ F. If CONTRACTOR is unable to meet the record location criteria above, timeframe as determined by ADMINISTRATOR notice, payments may provide written approval to CONTRACTOR to maintain records in a single location, identified by CONTRACTOR.~~

~~\_\_\_ G. CONTRACTOR may be required to retain all records involving litigation proceedings and settlement of claims for a longer term as directed by ADMINISTRATOR.~~

~~\_\_\_ H. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Contract, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all information that be reduced or withheld until CAP is requested by resolved and/or the PRA request.~~

## ~~XIX. SEVERABILITY~~

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

## ~~XX. STATUS OF CONTRACTOR~~

~~\_\_\_ CONTRACTOR is, and shall at all times be deemed to could be, an independent contractor and shall be wholly responsible for the manner in which it performs the services required of it by the terms of this Contract. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and consultants employed by CONTRACTOR. This Contract shall not be construed as creating the relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR or any of CONTRACTOR’s employees, agents, consultants, or subcontractors. CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants, or subcontractors as they~~

~~relate to the services to be provided during the course and scope of their employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner to be COUNTY's employees.~~

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#### ~~XXI. TERM~~

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

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

#### ~~XXII. TERMINATION~~

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

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

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

- ~~1.~~ The loss by CONTRACTOR of legal capacity.
- ~~2.~~ Cessation of services.
- ~~3.~~ The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.
- ~~4.~~ The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Contract.
- ~~5.~~ The loss of accreditation or any license required by the Licenses and Laws Paragraph of this Contract.
- ~~6.~~ The continued incapacity of any physician or licensed person to perform duties required pursuant to this Contract.
- ~~7.~~ Unethical conduct or malpractice by any physician or licensed person providing services

pursuant to this Contract; provided, however, COUNTY may waive this option if CONTRACTOR removes such physician or licensed person from serving persons treated or assisted pursuant to this Contract.

#### ~~DE~~. CONTINGENT FUNDING

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

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

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

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

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

~~FG~~. In the event this Contract is terminated ~~by either party pursuant to Subparagraphs B., C. or D above~~, CONTRACTOR shall do the following:

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

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

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

4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.

5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with client's best interests.

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

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

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



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

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

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

### ~~XXIII. THIRD PARTY BENEFICIARY~~

~~Neither party hereto intends that this~~

10. Section XXV, entitled, "NOTIFICATION OF DEATH," is added to the Contract as follows:

### "XXV. NOTIFICATION OF DEATH

A. shall create rights hereunder in third parties including, but not limited to, any subcontractors or any clients provided services  
Upon becoming aware of the death of any person served pursuant to this Contract, CONTRACTOR shall immediately notify ADMINISTRATOR.

### ~~XXIV. WAIVER OF DEFAULT OR BREACH~~

~~Waiver by COUNTY of any default~~ B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall not be considered a waiver of any subsequent default. Waiver by COUNTY contain the name of any breach by CONTRACTOR of any provision the deceased, the date and time of death, the nature and circumstances of this Contract shall not be considered a waiver the death, and the name(s) of any subsequent breach. Waiver by COUNTY CONTRACTOR's officers or employees with knowledge of the incident.

1. any default or any breach by TELEPHONE NOTIFICATION – CONTRACTOR shall not be considered a modification notify ADMINISTRATOR by telephone immediately upon becoming aware of the terms death due to non-terminal illness of any person served pursuant to this Contract; notice need only be given during normal business hours.

#### 2. WRITTEN NOTIFICATION

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

b. TERMINAL ILLNESS – CONTRACTOR shall notify ADMINISTRATOR by written report





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

Exhibit A shall no longer be effective as of July 1, 2023. Exhibit A-1 to this Amendment is added to the Contract and shall be effective as of July 1, 2023.

13. This Amendment No. 1 modifies the Contract only as expressly set forth herein. Wherever there is a conflict in the terms or conditions between this Amendment No. 1 and the Contract, the terms and conditions of this Amendment No. 1 prevail. In all other respects, the terms and conditions of the Contract not specifically changed by this Amendment No. 1 remain in full force and effect.

**SIGNATURE PAGE FOLLOWS**

THE PRIORITY CENTER

BY: \_\_\_\_\_ DATED: \_\_\_\_\_

TITLE: \_\_\_\_\_

BY: \_\_\_\_\_ DATED: \_\_\_\_\_

TITLE: \_\_\_\_\_

COUNTY OF ORANGE

BY: \_\_\_\_\_ DATED: \_\_\_\_\_

HEALTH CARE AGENCY

APPROVED AS TO FORM

~~OFFICE OF THE COUNTY COUNSEL  
ORANGE COUNTY, CALIFORNIA~~

~~BY: \_\_\_\_\_ DATED:~~

~~\_\_\_\_\_~~

~~\_\_\_\_\_ DEPUTY~~

~~IF THE CONTRACTING PARTY~~

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties have executed this Amendment No. 1. If Contractor is a corporation, Contractor shall provide two (2) signatures are required: one (1) as follows: 1) the first signature by must be either the Chairman of the Board, the President, or any Vice President; and one (1) 2) the second signature by must be that of the Secretary, any an Assistant Secretary, the Chief Financial Officer, or any Assistant Treasurer. #In the contract alternative, a single corporate signature is signed acceptable when accompanied by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her signature alone is required by ADMINISTRATOR demonstrating the legal authority of the signature to bind the company.

**Contractor: THE PRIORITY CENTER**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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**County of Orange, a political subdivision of the State of California**

**Purchasing Agent/Designee Authorized Signature:**

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

“EXHIBIT A-1  
**TO CONTRACT FOR PROVISION OF**  
**TARGETED CASE MANAGEMENT SERVICES**  
**WITH**  
TARGETED CASE MANAGEMENT SERVICES  
**WITH**  
**THE PRIORITY CENTER**  
**JULY 1, ~~2020~~2023 THROUGH JUNE 30, ~~2023~~2025**

**I. DEFINITIONS**

**I. DEFINITIONS**

~~—A.A. Targeted Case Management (TCM) means services furnished to assist individuals, Medi-Cal eligible under California’s State Plan, in gaining access to needed medical, social, educational, and other services.~~

B. DHCS means a branch of the California Health and Human Services Agency which administers state and federal programs for health care, social services, public assistance, job training, and rehabilitation.

B.C.FFP means the proportion of allowable cost to be reimbursed by the federal government.

C.D.MAA means a program or set of activities that allows Local Governmental Agencies to claim federal reimbursement for activities necessary for the proper and efficient administration of the Medi-Cal State Plan.

D.E. Quarter means a three (3) month period, beginning July 1st. For the purposes of this Contract, the first quarter is the combined months of July, August and September; the second quarter is October, November, and December; the third quarter is January, February, and March; and the fourth quarter is April, May, and June.

~~—E. TCM means services which assist Medi-Cal eligible individuals in a defined target population to gain access to needed medical, social, educational, and other services.~~

F. TCM Summary Invoice means a summary of claims submitted to CDHCS for TCM encounters prepared by the LGA on behalf of a claiming program that includes service dates by Quarter within the date range, and is created and printed from the online TCM claiming system by LGA staff.

G. TCM Time Survey means the approved methodology to determine the percentage of allocable employee costs spent providing TCM related services.

**II. PAYMENTS**

A. In compliance with all provisions pursuant to this Contract, COUNTY shall claim reimbursement to the State's Medi-Cal program for COUNTY'S expenses paid to CONTRACTOR for TCM to the extent which these services are eligible.

1. CONTRACTOR shall submit TCM encounter data through the State on-line TCM claiming system as directed by ADMINISTRATOR and in accordance with established State procedures. ADMINISTRATOR will use the data to create a TCM Summary Invoice on the State prescribed format for submission to the State. The Summary Invoice will identify the number of TCM encounters deemed claimable by the State on-line TCM claiming system, and shall be submitted by ADMINISTRATOR in order to claim TCM encounters pursuant to this Contract.

2. CONTRACTOR shall attend trainings provided by the ADMINISTRATOR on the State on-line TCM claiming system and cost report preparation, and any additional trainings as required by ADMINISTRATOR.

3. CONTRACTOR shall complete and submit to ADMINISTRATOR an annual TCM cost report in accordance with the Cost Report Paragraph of the Contract. The TCM cost report shall include all direct and indirect salaries, benefits, and operating costs for individuals in the TCM budget unit. The cost report must be in compliance with TCM cost report instructions and other requirements specified by the State on a form approved by ADMINISTRATOR and State. The cost report shall be prepared in a standardized format specified by the State and provided by ADMINISTRATOR.

B. COUNTY shall distribute to CONTRACTOR funds received from State for Medi-Cal reimbursement claimed for TCM activities on behalf of CONTRACTOR in accordance with the MOU for Fiscal Leveraging and Support Services between COUNTY and Commission.

1. Reimbursements shall be reduced by an amount determined by ADMINISTRATOR to cover program administration costs and risk mitigation. The percentage to be withheld shall be twenty percent (20%) of the reimbursement upon commencement of this Contract. ADMINISTRATOR shall provide CONTRACTOR thirty (30) calendar day written notice of any change in this administrative percentage.

2. If at the time of distribution CONTRACTOR does not hold a current signed Contract with the Commission for the provision of MAA, TCM, or other health access related activities, distributions shall be withheld pending the following:

a. Commission has notified ADMINISTRATOR and CONTRACTOR within 3 months of the withholding to distribute funds.

b. ADMINISTRATOR has reviewed and determined funds may be [dispensed](#)[disbursed](#) as allowed by pertinent regulations, agreements, and policies.

c. CONTRACTOR's status as a legal entity remains in existence at the time of disbursement.

3. COUNTY agrees to remit to CONTRACTOR any such reimbursement due, less the

percentage referenced in Subparagraph B.1. ~~efo~~ this Exhibit A-1 to the Contract and any other applicable reduction, provided all the requirements for the expenditure of public funds eligible for federal reimbursement and of this Contract are met.

C. All payments to CONTRACTOR are subject to final approval by ADMINISTRATOR and State, of CONTRACTOR's claims. Approval will also be based on the amount of available funding and compliance with state, federal and county regulations. COUNTY shall reconcile any interim remittance funding to CONTRACTOR after final settlement reimbursement from the TCM cost report reconciliation received by the State. Remittance to CONTRACTOR shall be made by COUNTY once all funds are received from the State, reconciled, and approved for distribution.

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D. CONTRACTOR shall ensure COUNTY of one hundred percent (100%) of the cost for the provision of TCM services are allowed under federal law and regulation, for Title XIX funds claimed for TCM performed pursuant to WIC Code Section 141321.47. A certification statement, prescribed by the state and issued by ADMINISTRATOR shall be a requirement on the annual TCM cost report submitted to the COUNTY. The State and/or COUNTY shall deny payment of any claim submitted under this Contract if it is determined that the certification is not adequately supported for purposes of FFP.

E. CONTRACTOR shall assume responsibility for any audit disallowances or penalties imposed on COUNTY by the State related to amount of services claimed by COUNTY on behalf of CONTRACTOR. CONTRACTOR shall reimburse COUNTY for any such disallowances or penalties within thirty (30) calendar days of written notification by ADMINISTRATOR.

F. ADMINISTRATOR may withhold or delay any payment if CONTRACTOR fails to comply with any provision of this Contract.

1. If CONTRACTOR does not respond within ninety (90) days of ADMINISTRATOR's notification of CONTRACTOR's non-compliance, CONTRACTOR forfeits any disbursement due to CONTRACTOR for period in which CONTRACTOR is non-compliant.

G. CONTRACTOR may not ~~claim reimbursement invoice~~ for TCM provided beyond the expiration and/or termination of this Contract.

### ~~III~~. REPORTS

CONTRACTOR shall submit, on forms provided or approved by ADMINISTRATOR, financial and/or programmatic reports as requested by ADMINISTRATOR concerning CONTRACTOR's activities as they relate to this Contract. ADMINISTRATOR will be specific as to the nature of the information requested and allow thirty (30) calendar days for CONTRACTOR to respond unless required sooner by ~~the~~ DHCS or CMS.



## IV. SERVICES~~IV. SERVICES~~

### A. CONTRACTOR RESPONSIBILITIES:

1. CONTRACTOR shall provide Medi-Cal TCM services as defined in the State's TCM Provider Manual consisting of case management services and related activities that assist individuals, eligible under a specific targeted population, to gain access to needed medical, social, educational, and other services. Allowable TCM service components and related activities include:

- a. comprehensive assessment and periodic reassessment of an individual's needs;
- b. development (and periodic revision) of a specific care plan; \_\_\_\_\_
- c. referral and related activities;
- d. monitoring and follow-up activities;

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e. TCM encounter-related activities, such as time spent performing tasks that directly support TCM face-to-face encounters for Medi-Cal and Non-Medi-Cal clients before, during, and after the encounter; and

f. the proportionate staff travel time related to providing TCM services and any TCM related activities to a TCM eligible recipient.

2. CONTRACTOR will be subject to, and participate in, programmatic pre-claiming and post-claiming audits to be performed by ADMINISTRATOR to determine agency eligibility to participate in the TCM program, and for approval to electronically enter TCM encounter information into the State on-line TCM system.

3. CONTRACTOR shall designate an employee to act as the liaison with ADMINISTRATOR for issues concerning this Contract. Any change in designated liaison shall be communicated to ADMINISTRATOR in writing by CONTRACTOR.

4. CONTRACTOR shall attend TCM Time Survey training as required by the State in frequency, and any additional trainings determined necessary by ADMINISTRATOR; conduct TCM Time Surveying as required by the State and use the Time Survey form distributed by ADMINISTRATOR. The TCM Time Survey shall identify all time spent in the provision of allowable TCM services; non-claimable activities, and general administration and paid time off.

a. CONTRACTOR shall ensure that all TCM case managers, TCM supervisors, and TCM support staff attend the annual TCM Time Survey training and any additional trainings as determined necessary by ADMINISTRATOR.

b. CONTRACTOR shall maintain an annual TCM audit file(s) containing the original signed

TCM Time Surveys; copies of time sheets for the TCM Time Survey periods for all staff that participated in the TCM Time Survey; all agency developed TCM policies and procedures; copies of Cost Report worksheets submitted to ADMINISTRATOR, including back-up fiscal documentation; Cost Report Funding Schedule; Cost Report Encounter Methodology back-up documentation; ADMINISTRATOR/CONTRACTOR correspondence related to Cost Report preparation; this signed Contract with COUNTY; copies of Contract with Commission; and any other documents as directed by ADMINISTRATOR.

5. CONTRACTOR shall comply with enabling legislation, regulations, claiming process directives, policies, and procedure letters of the State, as well as directives from the County, which define program specific allowable TCM services and processes for appropriate TCM claiming. CONTRACTOR shall provide ADMINISTRATOR with specific data as requested and in the required format on or before the dates designated by ADMINISTRATOR.

6. CONTRACTOR shall document TCM services provided by staff in accordance with established State guidelines.

7. CONTRACTOR shall ensure that records fully disclose the name and Medi-Cal number or BIC of the person receiving each TCM service, the name of the CONTRACTOR agency, case manager providing the service, the date and place of service delivery, and the nature and extent of TCM services provided. The CONTRACTOR shall furnish said records for providing TCM services, upon request, to COUNTY, state, and federal government.

8. CONTRACTOR shall establish a [Performance Monitoring Plan \(PMP\)](#), including protocols and procedures to assure non-duplication of services, and to ensure coordination and continuity of care among providers of case management services to beneficiaries who are eligible to receive case management services from two or more programs. The PMP shall specifically address non-duplication of services in relation to all other Medi-Cal programs and waiver programs that provide case management services to clients.

9. CONTRACTOR shall establish a fee mechanism specific to the provision of TCM services. This mechanism may include a sliding fee schedule based on income. CONTRACTOR shall not claim federal reimbursement under this Contract for any TCM service provided free of charge, due to the lack of an appropriate fee mechanism.

10. CONTRACTOR shall establish a freedom of choice policy related to the provision of information to a client that TCM services can be refused, a request can be made for another case manager, or a request can be made for another agency or program to provide services.

11. 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 maintain 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.

12. Funds received as a result of this Contract are intended to fund health access and related activities, including TCM activities.

B. COUNTY RESPONSIBILITIES – COUNTY shall designate an individual(s) who shall:

1. Provide, or cause to be provided, training, technical support and ongoing consultation to CONTRACTOR's staff to ensure compliance with the State's TCM ~~program~~Program.

2. Provide CONTRACTOR with standardized formats and instructions for TCM Cost Report submittal, as provided by the State.

3. Review and monitor CONTRACTOR's compliance with respect to TCM service delivery and documentation.

4. Monitor CONTRACTOR's completion of corrective action plans filed in response to Medi-Cal and other State or COUNTY reviews.

5. COUNTY shall submit CONTRACTOR TCM Cost Report to the State for approval and process claims for TCM. COUNTY will notify CONTRACTOR of any disallowed expense on the TCM Cost Report with a written explanation of the basis for disallowance and/or required revisions for re-submittal of Cost Report.

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C. ~~CONTRACTOR shall provide a Data Universal Number System (DUNS) Unique Entity Identifier (UEI): A unique 9-digit~~twelve-character identification number required by the federal government as part of their financial request and reporting process, which can be obtained free of charge from ~~Dun and Bradstreet's~~the SAM.GOV website (~~www.dnb.com~~) ~~or by calling (866) 705-5744.~~https://sam.gov/content/entity-registration). CONTRACTOR is required to provide a ~~DUNS~~UEI number regardless of the funding source.

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

#### **~~IV.~~ CATALOG OF FEDERAL DOMESTIC ASSISTANCE (CFDA) INFORMATION**

A. This Contract includes federal funds paid to CONTRACTOR. The CFDA number(s) and associated information for federal funds paid through this Contract are specified below:

CFDA Year: ~~2019~~ 2020  
 CFDA#: 93.778  
 Program Title: Medical Assistance Program

Federal Agency: Department of Health and Human Services  
Award Name:- Medical Assistance Program (Medicaid: Title XIX)  
Amount: \$5,850,000 (estimated aggregate)

B. CONTRACTOR may be required to have an audit conducted in accordance with federal ~~OMB Circular Number A-133-Uniform Guidance (2 CFR Part 200)~~. CONTRACTOR shall be responsible for complying with any federal audit requirements within the reporting period specified by ~~OMB Circular Number A-133-Uniform Guidance (2 CFR Part 200)~~.

C. ADMINISTRATOR may revise the CFDA information listed above, and shall notify CONTRACTOR in writing of said revisions-.”

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EXHIBIT B  
TO CONTRACT FOR PROVISION OF

~~TARGETED CASE MANAGEMENT SERVICES~~

~~WITH~~

~~THE PRIORITY CENTER  
JULY 1, 2020 THROUGH JUNE 30, 2023~~

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

## B. DEFINITIONS

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

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

~~a. Breach excludes:~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~4. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known to CONTRACTOR of a Use or Disclosure of PHI by CONTRACTOR in violation of~~



~~the requirements of this Business Associate Contract.~~

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

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

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

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

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

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

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

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

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

#### ~~D. SECURITY RULE~~

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

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

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

#### ~~E. BREACH DISCOVERY AND NOTIFICATION~~

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

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

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

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

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

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

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

~~\_\_\_\_\_ 1) A brief description of what happened, including the date of the Breach and the date of the discovery of the Breach, if known;~~

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

~~\_\_\_\_\_ 3) Any steps Individuals should take to protect themselves from potential harm resulting from the Breach;~~

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

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

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

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

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

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

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

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

~~F. PERMITTED USES AND DISCLOSURES BY CONTRACTOR~~

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

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

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

~~1) The Disclosure is required by law; or~~

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

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

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

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

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

~~G. OBLIGATIONS OF COUNTY~~

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

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

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

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

~~H. BUSINESS ASSOCIATE TERMINATION~~

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

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

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

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

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

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

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

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

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