

1 CONTRACT FOR PROVISION OF
 2 CHILDREN AND YOUTH OUTPATIENT SERVICES
 3 BETWEEN
 4 COUNTY OF ORANGE
 5 AND
 6 [PROVIDER]
 7 JULY 1, 2023 THROUGH JUNE 30, 2026

8
 9 THIS CONTRACT entered into this 1st day of July 2023 (effective date), is by and between the
 10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and [PROVIDER]
 11 , a [California nonprofit corporation] (CONTRACTOR). COUNTY and CONTRACTOR may
 12 sometimes be referred to herein individually as “Party” or collectively as “Parties.” This Contract shall
 13 be administered by the County of Orange Health Care Agency (ADMINISTRATOR).
 14

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

16
 17 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Children and
 18 Youth Outpatient Services described herein to the residents of Orange County; and

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

21 NOW, THEREFORE, in consideration of the mutual covenants, benefits, and promises contained
 22 herein, COUNTY and CONTRACTOR do hereby agree as follows:

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2023 through June 30, 2026

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

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

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

Amount Not To Exceed:

Period One Amount Not to Exceed: \$XX,XXX,XXX

Period Two Amount Not to Exceed: XX,XXX,XXX

Period Three Amount Not to Exceed: XX,XXX,XXX

TOTAL AMOUNT NOT TO EXCEED: \$XX,XXX,XXX

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR UEI Number: XXXXXXXXXXXXX

CONTRACTOR TAX ID Number: XX-XXXXXXX

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: [PROVIDER]
[ADDRESS]
[CITY, STATE, ZIP CODE]
Attention: [PERSON AUTHORIZED TO SIGN CONTRACT]
E-mail:

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I. ACRONYMS

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

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2		
3		
4	A. AES	Advanced Encryption Standard
5	B. AIDS	Acquired Immune Deficiency Syndrome
6	C. ARRA	American Recovery and Reinvestment Act of 2009
7	D. BBS	Board of Behavioral Sciences
8	E. BCP	Business Continuity Plan
9	F. BHS	Behavioral Health Services
10	G. CalOPTIMA	California Orange Prevention and Treatment Integrated Medical Assistance
11	H. CAP	Corrective Action Plan
12	I. CCC	California Civil Code
13	J. CCR	California Code of Regulations
14	K. CD/DVD	Compact Disc/Digital Video or Versatile Disc
15	L. CEO	County Executive Office
16	M. CFDA	Catalog of Federal Domestic Assistance
17	N. CFR	Code of Federal Regulations
18	O. CHDP	Child Health and Disability Prevention
19	P. CHHS	California Health and Human Services Agency
20	Q. CHPP	COUNTY HIPAA Policies and Procedures
21	R. CHS	Correctional Health Services
22	S. CIPA	California Information Practices Act
23	T. CMPPA	Computer Matching and Privacy Protection Act
24	U. COI	Certificate of Insurance
25	V. CPA	Certified Public Accountant
26	W. CSW	Clinical Social Worker
27	X. CYBHS	Children and Youth Behavioral Health Services
28	Y. DD	Dually Diagnosed
29	Z. DEA	Drug Enforcement Agency
30	AA. DHCS	California Department of Health Care Services
31	AB. DSH	Direct Service Hours
32	AC. D/MC	Drug/Medi-Cal
33	AD. DoD	US Department of Defense
34	AE. DPFS	Drug Program Fiscal Systems
35	AF. DRP	Disaster Recovery Plan
36	AG. DRS	Designated Record Set
37	AH. DSM-V	Diagnostic and Statistical Manual of Mental Disorders. 5th Edition

1	AI. EHR	Electronic Health Records
2	AJ. E-Mail	Electronic Mail
3	AK. ePHI	Electronic Protected Health Information
4	AL. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
5	AM. FIPS	Federal Information Processing Standards
6	AN. FQHC	Federally Qualified Health Center
7	AO. FSP	Full Service Partnership
8	AP. FTE	Full Time Equivalent
9	AQ. GAAP	Generally Accepted Accounting Principles
10	AR. HCA	County of Orange Health Care Agency
11	AS. HHS	Federal Health and Human Services Agency
12	AT. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public U
13		Law 104-191
14	AU. HITECH Act	Health Information Technology for Economic and Clinical Health
15		Act, Public Law 111-005
16	AV. HSC	California Health and Safety Code
17	AW. ICC	Intensive Care Coordination
18	AX. ID	Identification
19	AY. IEA	Information Exchange Agreement
20	AZ. IHBS	Intensive Home Based Services
21	BA. IRIS	Integrated Records and Information System
22	BB. ISO	Insurance Services Office
23	BC. LCSW	Licensed Clinical Social Worker
24	BD. LMFT	Licensed Marriage and Family Therapist
25	BE. LPCC	Licensed Professional Clinical Counselor
26	BF. LPT	Licensed Psychiatric Technician
27	BG. LVN	Licensed Vocational Nurse
28	BH. MH	Mental Health
29	BI. MHP	Mental Health Plan
30	BJ. MHRC	Mental Health Rehabilitation Centers
31	BK. MHS	Mental Health Specialist
32	BL. MHSA	Mental Health Services Act
33	BM. MTP	Master Treatment Plan
34	BN. NA	Narcotics Anonymous
35	BO. NIATx	Network Improvement of Addiction Treatment
36	BP. NIH	National Institutes of Health
37	BQ. NIST	National Institute of Standards and Technology

1	BR. NOA	Notice of Action
2	BS. NP	Nurse Practitioner
3	BT. NPI	National Provider Identifier
4	BU. NPP	Notice of Privacy Practices
5	BV. OCEMS	Orange County Emergency Medical Services
6	BW. OCPD	Orange County Probation Department
7	BX. OIG	Federal Office of Inspector General
8	BY. OMB	Federal Office of Management and Budget
9	BZ. OPM	Federal Office of Personnel Management
10	CA. OQ	Outcome Questionnaire
11	CB. P&P	Policy and Procedure
12	CC. PA DSS	Payment Application Data Security Standard
13	CD. PBM	Pharmaceutical Benefits Management
14	CE. PC	California Penal Code
15	CF. PCI DSS	Payment Card Industry Data Security Standard
16	CG. PCP	Primary Care Provider
17	CH. PHI	Protected Health Information
18	CI. PI	Personal Information
19	CJ. PII	Personally Identifiable Information
20	CK. POC	Plan of Care
21	CL. PRA	California Public Records Act
22	CM. QI	Quality Improvement
23	CN. QIC	Quality Improvement Committee
24	CO. RN	Registered Nurse
25	CP. SAMHSA	Substance Abuse and Mental Health Services Administration
26	CQ. SD/MC	Short-Doyle Medi-Cal
27	CR. SIR	Self-Insured Retention
28	CS. SSA	County of Orange Social Services Agency
29	CT. SUD	Substance Use Disorder
30	CU. TAY	Transitional Age Youth
31	CV. TBS	Therapeutic Behavioral Services
32	CW. TCM	Targeted Case Management
33	CX. TFC	Therapeutic Foster Care
34	CY. UMDAP	Uniform Method of Determining Ability to Pay
35	CZ. UOS	Units of Service
36	DA. USC	United States Code/
37	DB. W&IC	California Welfare and Institutions Code

1 DC. WIC Women, Infants and Children

2
3 **II. ALTERATION OF TERMS**

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

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

11
12 **III. AMOUNT NOT TO EXCEED**

13 A. The Total Amount Not To Exceed of COUNTY for services provided in accordance with this
14 Contract, and the separate Amount Not To Exceed for each period under this Contract, are as specified
15 in the Referenced Contract Provisions of this Contract.

16 B. ADMINISTRATOR may amend the Amount Not To Exceed by an amount not to exceed ten
17 percent (10%) of Period One funding for this Contract.

18
19 **IV. ASSIGNMENT OF DEBTS**

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

27
28 **V. COMPLIANCE**

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

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

35 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
36 Compliance Program, Code of Conduct and any Compliance related policies and procedures.
37 CONTRACTOR's Compliance Program, Code of Conduct and any related policies and procedures shall

1 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required
2 elements by ADMINISTRATOR's Compliance Officer as described in this Paragraph V
3 (COMPLIANCE). These elements include:

- 4 a. Designation of a Compliance Officer and/or compliance staff.
- 5 b. Written standards, policies and/or procedures.
- 6 c. Compliance related training and/or education program and proof of completion.
- 7 d. Communication methods for reporting concerns to the Compliance Officer.
- 8 e. Methodology for conducting internal monitoring and auditing.
- 9 f. Methodology for detecting and correcting offenses.
- 10 g. Methodology/Procedure for enforcing disciplinary standards.

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

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

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

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

1 Medi-Cal Suspended and Ineligible Provider List, and the Social Security Administration Death Master
2 File and/or any other list or system as identified by ADMINISTRATOR.

3 1. For purposes of this Paragraph V (COMPLIANCE), Covered Individuals includes all
4 employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide
5 health care items or services or who perform billing or coding functions on behalf of
6 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem
7 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to
8 work more than one hundred sixty (160) hours per year; except that any such individuals shall become
9 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the
10 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Contract are
11 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and
12 procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and
13 procedures if CONTRACTOR has elected to use its own).

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

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

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

20 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
21 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
22 Contract.

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

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

34 6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing
35 federal and state funded health care services by contract with COUNTY in the event that they are
36 currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency.
37 If CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person,

1 CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY
2 business operations related to this Contract.

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

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

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

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

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

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

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

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

27 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
28 Individuals relative to this Contract. This includes compliance with federal and state health care
29 program regulations and procedures or instructions otherwise communicated by regulatory agencies
30 including the Centers for Medicare and Medicaid Services or their agents.

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

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

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

36 5. Each Covered Individual attending a group training shall certify, in writing, attendance at
37 compliance training. ADMINISTRATOR shall provide instructions on completing the training in a

1 group setting while CONTRACTOR shall retain the certifications. Upon written request by
2 ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

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

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

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

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

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

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

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

26
27 **VI. CONFIDENTIALITY**

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

31 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this Contract
32 are Clients of the Orange County Mental Health services system, and therefore it may be necessary for
33 authorized staff of ADMINISTRATOR to audit Client files, or to exchange information regarding
34 specific Clients with COUNTY or other providers of related services contracting with COUNTY.

35 2. CONTRACTOR acknowledges and agrees that it is responsible for obtaining written
36 consents for the release of information from all persons served by CONTRACTOR pursuant to this
37 //

1 Contract. Such consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1,
2 Part 2.6, relating to confidentiality of medical information.

3 3. In the event of a collaborative service agreement between Mental Health services providers,
4 CONTRACTOR is responsible for obtaining releases of information, from the collaborative agency, for
5 Clients receiving services through the collaborative agreement.

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

13 C. CONTRACTOR shall have in effect a system to protect patient records from inappropriate
14 disclosure in connection with activity funded under this Contract. This system shall include provisions
15 for employee education on the confidentiality requirements, and the fact that disciplinary action may
16 occur upon inappropriate disclosure. CONTRACTOR agrees to implement administrative, physical, and
17 technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and
18 availability of all confidential information that it creates, receives, maintains or transmits.
19 CONTRACTOR shall provide ADMINISTRATOR with information concerning such safeguards.

20 D. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known
21 to CONTRACTOR, or its subcontractors or agents in violation of the applicable state and federal
22 regulations regarding confidentiality.

23 E. CONTRACTOR shall monitor compliance with the above provisions on confidentiality and
24 security, and shall include them in all subcontracts.

25 F. CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) hours during a work
26 week, of any suspected or actual breach of its computer system.

27 28 **VII. CONFLICT OF INTEREST**

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

35 //

36 deemed to influence or appear to influence COUNTY staff or elected officers in the performance of
37 their duties.

VIII. COST REPORT

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

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

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

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

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

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

B. The Cost Report prepared for each period shall be the final financial and statistical report submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to CONTRACTOR for that period. CONTRACTOR shall document that costs are reasonable and

//

1 allowable and directly or indirectly related to the services to be provided hereunder. The Cost Report
2 shall be the final financial record for subsequent audits, if any.

3 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
4 less applicable revenues and late penalty, not to exceed COUNTY's Amount Not To Exceed as set forth
5 in the Referenced Contract Provisions of this Contract. CONTRACTOR shall not claim expenditures to
6 COUNTY which are not reimbursable pursuant to applicable federal, state and COUNTY laws,
7 regulations and requirements. Any payment made by COUNTY to CONTRACTOR, which is
8 subsequently determined to have been for a non-reimbursable expenditure or service, shall be repaid by
9 CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30) calendar
10 days of submission of the Cost Report or COUNTY may elect to reduce any amount owed
11 CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

12 D. Unless approved by ADMINISTRATOR, costs that exceed the County Contract Rates (CCR)
13 Statewide per Medi-Cal Unit of Service, as determined by the DHCS, are non-reimbursable to
14 CONTRACTOR.

15 E. In the event that CONTRACTOR is authorized to retain unanticipated revenues as described in
16 the Budget Paragraph of Exhibit A to this Contract, CONTRACTOR shall specify in the Cost Report the
17 services rendered with such revenues.

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

20
21 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
22 supporting documentation prepared by _____ for the cost report period
23 beginning _____ and ending _____ and that, to the best of my
24 knowledge and belief, costs reimbursed through this Contract are reasonable and
25 allowable and directly or indirectly related to the services provided and that this Cost
26 Report is a true, correct, and complete statement from the books and records of
27 (provider name) in accordance with applicable instructions, except as noted. I also
28 hereby certify that I have the authority to execute the accompanying Cost Report.

29
30 Signed _____
31 Name _____
32 Title _____
33 Date _____"

34 //
35 //
36 //
37 //

1 **IX. DEBARMENT AND SUSPENSION CERTIFICATION**

2 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

26
27 **X. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

35 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to
36 any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%)
37 of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an

1 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community
2 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal
3 Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

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

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

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

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

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

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

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

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

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

37 //

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

10 11 **XI. DISPUTE RESOLUTION**

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

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

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

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

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

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

1 agree to waive any and all rights to request that an action be transferred for adjudication to another
2 county

3 4 **XII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

14 15 **XIII. EQUIPMENT**

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

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

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

37 //

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

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

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

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

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

20 **XIV. FACILITIES, PAYMENTS AND SERVICES**

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

26 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
27 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Amount Not to Exceed
28 for the appropriate Period as well as the Total Amount Not to Exceed. The reduction to the Amount Not
29 to Exceed for the appropriate Period as well as the Total Amount Not to Exceed shall be in an amount
30 proportionate to the number of days in which CONTRACTOR was determined to be unable to provide
31 services, staffing, facilities or supplies.

33 **XV. INDEMNIFICATION AND INSURANCE**

34 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
35 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
36 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
37 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,

1 including but not limited to personal injury or property damage, arising from or related to the services,
2 products or other performance provided by CONTRACTOR pursuant to this Contract. If judgment is
3 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
4 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
5 COUNTY agree that liability will be apportioned as determined by the court. Neither party shall request
6 a jury apportionment.

7 B. Prior to the provision of services under this Contract, CONTRACTOR agrees to purchase all
8 required insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all
9 endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this
10 Contract have been complied with and to maintain such insurance coverage during the entire term of this
11 Contract. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this
12 Contract shall obtain insurance subject to the same terms and conditions as set forth herein for
13 CONTRACTOR.

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

23 D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
24 indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an
25 amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the
26 CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If
27 CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any
28 other indemnity provision(s) in this Contract, agrees to all of the following:

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

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

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

1 E. If CONTRACTOR fails to maintain insurance as required in this Paragraph XV
 2 (INDEMNIFICATION AND INSURANCE) for the full term of this Contract, such failure shall
 3 constitute a breach of CONTRACTOR's obligation hereunder and grounds for COUNTY to terminate
 4 this Contract.

5 F. QUALIFIED INSURER

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence
Employee Dishonesty	(Limit commensurate limit (Client Coverage) with exposure)

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

H. REQUIRED COVERAGE FORMS

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

2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, 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 Certificate of Insurance:

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, agents, and employees* as Additional Insureds, or provide blanket coverage, which shall state **AS REQUIRED BY WRITTEN CONTRACT.**

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

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

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 shall state **AS REQUIRED BY WRITTEN CONTRACT.**

L. CONTRACTOR shall provide thirty (30) calendar days prior written notice to COUNTY of any policy cancellation or non-renewal and ten (10) calendar days prior written notice where cancellation is due to non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to

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1 provide written notice of cancellation may constitute a material breach of the Contract, upon which
2 COUNTY may suspend or terminate this Contract.

3 M. If CONTRACTOR’s Professional Liability, Sexual Misconduct, Technology Errors &
4 Omissions and/or Network Security & Privacy Liability are “Claims-Made” policy(ies),
5 CONTRACTOR agrees to the following:

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

8 2. Insurance must be maintained, and evidence of insurance must be provided for at least three
9 (3) years after expiration or earlier termination of contract services.

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

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

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

20 P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
21 CONTRACTOR does not provide acceptable Certificates of Insurance and endorsements to COUNTY
22 incorporating such changes within thirty (30) calendar days of receipt of such notice, this Contract may
23 be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal
24 remedies.

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

28 R. SUBMISSION OF INSURANCE DOCUMENTS

29 1. The COI and endorsements shall be provided to COUNTY as follows:

30 a. Prior to the start date of this Contract.

31 b. No later than the expiration date for each policy.

32 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
33 changes to any of the insurance types as set forth in Subparagraph G, above.

34 2. The COI and endorsements shall be provided to COUNTY at the address listed in the
35 Referenced Contract Provisions of this Contract.

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

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

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

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

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

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19 //

20 **XVI. INSPECTIONS AND AUDITS**

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

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

35 C. AUDIT RESPONSE

36 1. Following an audit report, in the event of non-compliance with applicable laws and
37 regulations governing funds provided through this Contract, COUNTY may terminate this Contract as

1 provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement
2 appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in
3 writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

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

11 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare an annual
12 Single Audit as required by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR
13 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
14 Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14)
15 calendar days of receipt.

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

20 21 **XVII. LICENSES AND LAWS**

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

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

- 33 1. ARRA of 2009.
- 34 2. W&IC, Division 5, Community Mental Health Services.
- 35 3. W&IC, Division 6, Admissions and Judicial Commitments.
- 36 4. W&IC, Division 7, Mental Institutions.
- 37 5. HSC, §§1250 et seq., Health Facilities.

- 1 6. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 2 7. CCR, Title 9, Rehabilitative and Developmental Services.
- 3 8. CCR, Title 17, Public Health.
- 4 9. CCR, Title 22, Social Security.
- 5 10. CFR, Title 42, Public Health.
- 6 11. CFR, Title 45, Public Welfare.
- 7 12. USC Title 42. Public Health and Welfare.
- 8 13. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 9 14. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 10 15. 42 USC §1857, et seq., Clean Air Act.
- 11 16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 12 17. Policies and procedures set forth in Mental Health Services Act.
- 13 18. Policies and procedures set forth in DHCS Letters.
- 14 19. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 15 20. 31 USC 7501–7507, as well as its implementing regulations under 2 CFR Part 200,
- 16 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
- 17 Federal Awards.
- 18 21. California Welfare and Institutions Code, §14100.2, Medicaid Confidentiality.
- 19 22. D/MC Certification Standards for Substance Abuse Clinics, July 2004.
- 20 23. D/MC Billing Manual (March 23, 2010).
- 21 24. Federal Medicare Cost reimbursement principles and cost reporting standards.
- 22 25. State of California-Health and Human Services Agency, Department of Health Care
- 23 Services, Mental Health Services Division (MHSD), Medi-Cal Billing Manual,
- 24 October 2013.
- 25 26. Orange County Medi-Cal Mental Health Managed Care Plan.
- 26 27. Short Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case
- 27 Management.
- 28 28. Short-Doyle/Medi-Cal Modifications/Revisions for the Rehabilitation Option and Targeted
- 29 Case Management Manual, including DMH Letter 94-14, dated July 7, 1994, DMH Letter
- 30 No. 95-04, dated July 27, 1995, DMH Letter 96-03, dated August 13, 1996.

31 D. CONTRACTOR shall at all times be capable and authorized by the State of California to
 32 provide treatment and bill for services provided to Medi-Cal eligible clients while working under the
 33 terms of this Contract.

34 E. CONTRACTOR shall make every reasonable effort to obtain appropriate licenses and/or
 35 waivers to provide Medi-Cal billable treatment services at school or other sites requested by
 36 ADMINISTRATOR.

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XVIII. 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) calendar 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) calendar 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., B. and C. above shall not imply endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.

XIX. 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 employees that directly or indirectly provide services pursuant to this Contract, in any manner whatsoever. CONTRACTOR shall require and verify that all its contractors or other persons providing services pursuant to this Contract on behalf of CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum Wage.

B. CONTRACTOR shall comply and verify that its contractors 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

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1 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the
2 State of California (§§1770, et seq.), as it now exists or may hereafter be amended.

4 **XX. NONDISCRIMINATION**

5 **A. EMPLOYMENT**

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

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

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

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

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

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

37 //

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

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

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

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

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

33 b. Throughout the problem resolution and grievance process, client rights shall be
34 maintained, including access to the Patients' Rights Office at any point in the process. Clients shall be
35 informed of their right to access the Patients' Rights Office at any time.

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

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

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

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

17 18 **XXI. NOTICES**

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

- 21 1. When written and deposited in the United States mail, first class postage prepaid and
22 addressed as specified in the Referenced Contract Provisions of this Contract or as otherwise directed by
23 ADMINISTRATOR;
- 24 2. When faxed, transmission confirmed;
- 25 3. When sent by Email; or
- 26 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
27 Service, or any other expedited delivery service.

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

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

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

XXII. NOTIFICATION OF DEATH

1
2 A. Upon becoming aware of the death of any person served pursuant to this Contract,
3 CONTRACTOR shall immediately notify ADMINISTRATOR.

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

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

12 2. WRITTEN NOTIFICATION

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

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

20 C. If there are any questions regarding the cause of death of any person served pursuant to this
21 Contract who was diagnosed with a terminal illness, or if there are any unusual circumstances related to
22 the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this
23 Notification of Death Paragraph.
24

XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

29 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance
30 of any applicable public event or meeting. The notification must include the date, time, duration,
31 location and purpose of the public event or meeting. Any promotional materials or event related flyers
32 must be approved by ADMINISTRATOR prior to distribution.
33

XXIV. PATIENTS RIGHTS

34
35 A. CONTRACTOR shall post the current California Department of Mental Health Patients' Rights
36 poster as well as the Orange County HCA Mental Health Plan Grievance and Appeals poster in
37 locations readily available to Clients and staff and have Grievance and Appeal forms in the threshold

1 languages and envelopes readily accessible to Clients to take without having to request it on the unit.

2 B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an
3 internal grievance processes approved by ADMINISTRATOR, to which the Client shall have access.

4 1. CONTRACTOR's grievance processes shall incorporate COUNTY's grievance, patients'
5 rights, and/or utilization management guidelines and procedures. The Client has the right to utilize
6 either or both grievance process simultaneously in order to resolve their dissatisfaction.

7 2. Title IX Rights Advocacy. This process may be initiated by a Client who registers a
8 statutory rights violation or a denial or abuse complaint with the COUNTY Patients' Rights Office. The
9 Patients' Rights office shall investigate the complaint, and Title IX grievance procedures shall apply,
10 which involve ADMINISTRATOR's Director of Behavioral Health Care and the State Patients' Rights
11 Office.

12 C. The Parties agree that Clients have recourse to initiate an expression of dissatisfaction to
13 CONTRACTOR, appeal to the COUNTY Patients' Rights Office, file a grievance, and file a Title IX
14 complaint. The Patients' Advocate shall advise and assist the Client, investigate the cause of the
15 grievance, and attempt to resolve the matter.

16 D. No provision of this Contract shall be construed as to replacing or conflicting with the duties of
17 County Patients' Rights Office pursuant to Welfare and Institutions Code Section 5500.

18
19 **XXV. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10
11 **XXVI. RESEARCH AND PUBLICATION**

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

15
16 **XXVII. REVENUE**

17 A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to
18 Clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other
19 third party health plans, are provided pursuant to this Contract, their estates and responsible relatives,
20 according to their ability to pay as determined by the State Department of Health Care Services’
21 “Uniform Method of Determining Ability to Pay” (UMDAP) procedure or by any other payment
22 procedure as approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title
23 9 of the California Code of Regulations. Such fee shall not exceed the actual cost of services provided.
24 No Client shall be denied services because of an inability to pay.

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

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

34 D. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by
35 persons other than individuals or groups eligible for services pursuant to this Contract.

36 //

37 //

XXVIII. 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.

XXIX. SPECIAL PROVISIONS

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

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

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

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

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XXX. STATUS OF CONTRACTOR

CONTRACTOR is, and shall at all times be deemed to 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.

XXXI. TERM

A. The term of this Contract shall commence as specified in the Referenced Contract Provisions of this Contract or the execution date, whichever is later. This 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.

XXXII. TERMINATION

A. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted objectives and requirements as indicated in this Contract. CONTRACTOR shall be subject to the issuance of a 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 timeframe as determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved and/or the Contract could be terminated.

B. 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.

//

1 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
2 required pursuant to this Contract.

3 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
4 this Contract.

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

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

11 C. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

18
19 **XXXIII. THIRD PARTY BENEFICIARY**

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

22
23 **XXXIV. WAIVER OF DEFAULT OR BREACH**

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

29 //
30 //
31 //
32 //
33 //
34 //
35 //
36 //
37 //

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

3
4 [PROVIDER LEGAL NAME]
5

6
7 BY: _____ DATED: _____
8

9 TITLE: _____
10
11
12
13
14

15 COUNTY OF ORANGE
16
17

18 BY: _____ DATED: _____
19

20 HEALTH CARE AGENCY
21
22
23
24

25 APPROVED AS TO FORM
26 OFFICE OF THE COUNTY COUNSEL
27 ORANGE COUNTY, CALIFORNIA
28

29 BY:  _____ DATED: 3/30/2023
30 9713A4061D4343D...
31 DEPUTY
32
33
34

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

1 EXHIBIT A
 2 CONTRACT FOR PROVISION OF
 3 CHILDREN AND YOUTH OUTPATIENT SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 [PROVIDER]
 8 JULY 1, 2023 THROUGH JUNE 30, 2026

10 **I. COMMON TERMS AND DEFINITIONS**

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

13 1. Active and Ongoing Case Load means documentation, by CONTRACTOR, for completion
14 of entry and evaluation services provided to Clients into COUNTY’s IRIS Documentation also includes
15 level, frequency, and duration of services received by Clients, and these services must be consistent with
16 Clients’ level of impairments as well as treatment goals. In addition, services are to be individualized
17 and solution-focused, using evidenced-based practices.

18 2. Administrative Support means individual(s) who is/are responsible for providing a broad
19 range of office support to program and management staff that includes: answering and directing phone
20 calls, writing correspondences, entering data in spreadsheets, preparing invoices for payment,
21 maintaining tracking reports and files, and working on special projects, as assigned.

22 3. Admission means documentation, by CONTRACTOR, for completion of entry and
23 evaluation services provided to Clients into IRIS.

24 4. Care Coordinator means an individual with a Bachelor’s degree in human services or
25 related field who is responsible for developing and leading the Family Team and guiding the evolution
26 of a POC for a Client.

27 5. Client means any individual, referred or enrolled, for services under the Contract who is
28 living with mental, emotional, or behavioral disorders.

29 6. Crisis Intervention means a service, lasting less than twenty-four (24) hours that is provided
30 to or on behalf of a Client for a condition that requires more timely response than a regularly scheduled
31 visit. Service activities may include, but are not limited to: assessment, individual therapy, collateral
32 therapy, family therapy, case management, and psychiatric evaluation.

33 7. Data Collection System means software used for the collection, tracking, and reporting of
34 outcomes data for Clients enrolled in the FSP programs.

35 8. Direct Service Hours (DSH) means the time, measured in hours and portions of hours, that
36 a clinician spends providing services to Clients or significant others on behalf of Clients. DSH credit,
37 //

1 both billable and non-billable minutes, is obtained by providing mental health, case management,
2 medication support, and crisis intervention services to Clients open in IRIS.

3 9. Face-to-Face Contact means, as it pertains to a FSP, a direct encounter between
4 CONTRACTOR's staff and Client(s)/parent(s)/guardian(s). This does not include contact by phone,
5 email, etc. For the purpose of completing an Encounter Document, Face-to-Face Contact means a direct
6 encounter between CONTRACTOR staff and Client(s), regardless if another individual(s) is/are present
7 or not.

8 10. Family Team means a group formed to meet the needs of a FSP eligible Client through
9 whatever means possible, and this team includes a program staff, the eligible Client, the Client's family
10 members, and other support individual(s) the family agrees to include on the team.

11 11. Full Service Partnership (FSP) means a program model described in COUNTY's MHSA
12 plan that has been approved by the State. The MHSA plan describes how COUNTY will utilize MHSA
13 funds to develop and implement treatment plans for mental health Clients through FSPs. A FSP is an
14 evidence-based and strength-based model with the focus on the individual rather than the disease.

15 12. Group Home is a facility for housing youth and is licensed by Community Care Licensing
16 under the provisions of CCR, Title 22, Division 6, et seq.

17 13. Head of Service means an individual ultimately responsible for overseeing the program and
18 is required to be licensed as a mental health professional.

19 14. Individual Services and Support Funds (Flexible Funds) means funds used to provide
20 Clients and/or their families with immediate assistance, as deemed necessary, for the treatment of their
21 mental illness and improve their overall quality of life. Flexible Funds are generally categorized as
22 housing, Client transportation, food, clothing, medical, and miscellaneous expenditures that are
23 individualized and appropriate to support Clients' mental health treatment activities.

24 15. Intake means the initial meeting between a Client and CONTRACTOR's staff, and includes
25 an evaluation of the Client to determine if the Client meets program criteria and is willing to seek
26 services.

27 16. Integrated Records Information System (IRIS) means COUNTY's database system that
28 collects Clients' information such as registration, scheduled appointments, laboratory information
29 system, invoice and reporting capabilities, compliance with regulatory requirements, electronic medical
30 records, and other relevant applications.

31 17. Licensed Clinical Social Worker (LCSW) means a licensed individual, pursuant to the
32 provisions of Chapter 14 of the California Business and Professions Code, who can provide clinical
33 services to Clients. The license must be current and in force, and not been suspended or revoked. Also,
34 it is preferred that the individual has at least one (1) year of experience treating children and TAY.

35 18. Licensed Marriage Family Therapist (LMFT) means a licensed individual, pursuant to the
36 provisions of Chapter 13 of the California Business and Professions Code, pursuant to the provisions of
37 Chapter 14 of the California Business and Professions Code, who can provide clinical services to

1 Clients. The license must be current and in force, and has not been suspended or revoked. Also, it is
2 preferred that the individual has at least one (1) year of experience treating children and TAY.

3 19. Licensed Professional Clinical Counselor (LPCC) means a licensed individual, pursuant to
4 the provisions of Chapter 13 of the California Business and Professions Code, pursuant to the provisions
5 of Chapter 16 of the California Business and Professions Code, who can provide clinical service to
6 Clients. The license must be current and in force, and has not been suspended or revoked. Also, it is
7 preferred that the individual has at least one (1) year of experience treating children and TAY.

8 20. Licensed Psychiatric Technician (LPT) means a licensed individual, pursuant to the
9 provisions of Chapter 10 of the California Business and Professions Code, who can provide clinical
10 services to Clients. The license must be current and in force, and has not been suspended or revoked.
11 Also, it is preferred that the individual has at least one (1) year of experience treating children and TAY.

12 21. Licensed Psychologist means a licensed individual, pursuant to the provisions of Chapter
13 6.6 of the California Business and Professions Code, who can provide clinical services to Clients. The
14 license must be current and in force, and not been suspended or revoked. Also, it is preferred that the
15 individual has at least one (1) year of experience treating children and TAY.

16 22. Licensed Vocational Nurse (LVN) means a licensed individual, pursuant to the provisions
17 of Chapter 6.5 of the California Business and Professions Code, who can provide clinical services to
18 Clients. The license must be current and in force, and has not been suspended or revoked. Also, it is
19 preferred that the individual has at least one (1) year of experience treating children and TAY.

20 23. Medi-Cal means the State of California’s implementation of the federal Medicaid health
21 care program which pays for a variety of medical services for children and adults who meet eligibility
22 criteria.

23 24. Medical Necessity means diagnosis, impairment, and intervention related criteria as defined
24 in COUNTY’s MHP under Medical Necessity for Medi-Cal reimbursed Specialty Mental Health
25 Services.

26 25. Mental Health Services means an individual or a group therapy and intervention being
27 provided to Clients that is designed to reduce mental disability and restores or improves daily
28 functioning. These Mental Health Services must be consistent with goals of learning and development,
29 as well as independent living and enhanced self-sufficiency. In addition, these services cannot be
30 provided as a component of adult residential services, crisis residential treatment services, crisis
31 intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may
32 include, but are not limited to: assessment, plan development, rehabilitation, and collateral. Also,
33 Mental Health Services may be either Face-to-Face Contact or by telephone with Clients or significant
34 support individuals, and services may be provided anywhere in the community.

35 a. Assessment means a service activity, which may include a clinical analysis of the
36 history and current status of a Client’s mental, emotional, behavioral disorder, and relevant cultural
37 //

1 issues. The Assessment also needs to include history of services being provided, diagnosis, and use of
2 testing procedures.

3 b. Collateral means significant support individual(s) in a Client's life and is/are used to
4 define services provided to the Client with the intent of improving or maintaining the mental health
5 status of the Client. The Client may or may not be present for this service activity.

6 c. Co-Occurring can refer to dual diagnoses of different conditions occurring within the
7 same individuals. In this case, it means clients who have substance use disorders as well as mental
8 health disorders. See DD Integrated Treatment Model as well.

9 d. DD Integrated Treatment Model means a program that uses a stage-wise treatment
10 model and is non-confrontational, follows behavioral principles, considers interactions between mental
11 illness and substance abuse, and has gradual expectations of abstinence. Mental illness and substance
12 abuse research has strongly indicated that a Client with Co-Occurring disorder needs treatment for both
13 problems to recover fully and focusing on one does not ensure the other will go away. Dual diagnosis
14 services integrate assistance for each condition by helping Clients recover from mental illness and
15 substance abuse in one setting and at the same time.

16 e. Intensive Care Coordination (ICC) means assessment and plan development services
17 provided to children and youth that qualify under the Pathways to Wellbeing (formerly Katie A.)
18 Subclass that must address the child/youth's mental health need(s) through the coordination of care with
19 providers not primarily associated with mental health services such as the Social Services Agency,
20 Probation Department, and schools (although the Client, Collateral and mental health providers may
21 also be present).

22 f. Intensive Home-Based Services (IHBS) means intensive, individualized and strength-
23 based interventions, with children and youth that qualify under the Pathways to Wellbeing (formerly
24 Katie A.) Subclass to assist the child/youth and his/her significant support persons to develop skills to
25 achieve the goals and objectives of the child/youth's treatment plan. IHBS only includes individual
26 Rehabilitation and Collateral services. Mental Health Services other than Individual Rehabilitation and
27 Collateral will be claimed separately from IHBS.

28 g. Medication Support Services means services provided by licensed physicians,
29 registered nurses, or other qualified medical staff, which include: prescribing, administering, dispensing
30 and monitoring of psychiatric medications or biologicals that are necessary to alleviate symptoms of
31 mental illness. These services also include evaluation and documentation of the clinical justification
32 and effectiveness of medication, dosage, side effects, compliance, and response to medication. In
33 addition, the licensed physicians, registered nurses, or other qualified medical staff must obtain
34 informed consent from Clients prior to providing medication education and plan development related to
35 the delivery of these services and/or assessment to Clients.

36 h. Rehabilitation Service means an activity which includes assistance to improving,
37 maintaining, or restoring a Client's or group of Clients' functional skills, daily living skills, social and

1 leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or
2 medication education.

3 i. Targeted Case Management (TCM) means services that assist a Client to access needed
4 medical, educational, social, prevocational, vocational, rehabilitative, or other community services.
5 These service activities may include, but are not limited to: communicating and coordinating services
6 through referral; monitoring service delivery to ensure Clients' access to service and the service delivery
7 system; and tracking of Clients' progress and plan development.

8 j. Therapeutic Behavioral Services (TBS) means one-on-one behavioral interventions
9 with a Client, which is designed to reduce or eliminate targeted behaviors as identified in the Client's
10 treatment plan. Collateral services are also provided to parent(s)/guardian(s) as part of TBS. Clients
11 must be Medi-Cal eligible and meet TBS class membership and service need requirements.
12 Documentation in the medical record must support Medical Necessity for these intensive services.
13 Cases in which Clients are receiving more than twenty (20) hours per week of TBS or those who are
14 expected to receive more than four months (120 days) of TBS must be approved by
15 ADMINISTRATOR. ADMINISTRATOR has to approve individuals that are delivering these
16 intervention services to ensure they are qualified to deliver these services.

17 k. Therapy means a therapeutic intervention that focuses primarily on symptom reduction
18 as a means to improve functional impairments. Therapy may be delivered to a Client or a group of
19 Clients, which may include family therapy with Client being present.

20 l. The Mental Health Services Act (MHSA) is a voter-approved initiative to develop a
21 comprehensive approach to providing community-based mental health services and supports for
22 California residents. It is also known as "Proposition 63."

23 m. Mental Health Worker means an individual who has obtained a Bachelor's degree in a
24 mental health field or has a high school diploma along with two (2) years of experience delivering
25 services in a mental health field.

26 n. Mentoring Services means a service that provides support to Clients by building a
27 structured and trusting relationship over a prolonged period of time between a Client and a mentor. The
28 mentor is a peer or older individual who provides one-to-one contact and support in the following areas
29 to assist Client(s)/parent(s)/guardian(s): consistent support, guidance, and coaching in life skills;
30 concrete help and/or other relationship-building activities to the Client(s)/parent(s)/guardian(s); and
31 linking the Client(s)/parent(s)/guardian(s) to other services within COUNTY and contract operated
32 programs.

33 25. National Provider Identifier (NPI) means the standard unique health identifier that was
34 adopted by the Secretary of HHS under HIPAA of 1996 for health care providers. All HIPAA covered
35 healthcare providers, individuals, and organizations must obtain an NPI for use to identify themselves in
36 HIPAA standard transactions. The NPI is assigned for life.

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1 26. Notice of Action-A (NOA-A) means a Medi-Cal requirement that informs the beneficiary
2 that she/he is not entitled to any specialty mental health service. COUNTY has expanded the
3 requirement for an NOA-A to all beneficiaries requesting an assessment for services and found not to
4 meet the Medical Necessity criteria for specialty mental health services.

5 27. Notice of Privacy Practices (NPP) means a document that notifies Clients of uses and
6 disclosures of PHI. The NPP may be made by, or on behalf of, the health plan or health care provider as
7 set forth in the of 1996 HIPAA.

8 28. Nurse Practitioner means a medical professional with an advanced degree in nursing that
9 performs a variety of duties in care settings focused around a nursing model.

10 29. Outcomes Analyst/Data Mining Analyst means an individual who ensures that an FSP
11 program maintains a focus on program outcomes. This individual shall review outcome data, analyze
12 data, and develop strategies for gathering new data from Client's perspective to improve FSP's
13 understanding of Client's needs and desires towards furthering their Recovery. This individual also
14 shall provide feedback to the program and work collaboratively with the employment specialist,
15 education specialist, benefits specialist, and other staff in the program to strategize and improve
16 outcomes in service delivery. In addition, this position shall attend all data and outcome related
17 meetings and ensure that the FSP is being proactive in all data collection requirements and changes at
18 the local and state levels.

19 30. Outreach means linking potential Clients to appropriate mental health services within the
20 community. Outreach activities will include educating the community about the services offered and
21 requirements for participation in the programs. Such activities may result in CONTRACTOR
22 developing referral sources for Clients from various programs being offered within the community.

23 31. PBM Company means a company contracted by COUNTY that manages the medication
24 benefits for Clients that are qualified for medication benefits.

25 32. Peer Support Specialist is an individual having lived experience with the process of
26 recovery from mental illness, substance use disorder, or both, either as a consumer of these services or
27 as the parent or family member of the consumer.

28 33. Plan of Care (POC) means a written plan, including by reference any Juvenile Court
29 order(s), developed and signed by the Family Team that includes the following elements:

- 30 a. A statement of an overall goal or vision for the Client and Client's family.
31 b. The strengths of the Client and Client's family.
32 c. The needs, as defined by specific life areas, that must be met to achieve the goal(s) of
33 the Client and Client's family.
34 d. Prevention and intervention Safety Plans.
35 e. The type, frequency, and duration of intervention strategies.
36 f. Financial responsibility for the components of the POC.
37 g. Desired outcomes.

1 34. Pre-Licensed Psychologist means an individual who has a Ph.D. or Psy.D. in Clinical
2 Psychology and is registered with the Board of Psychology as a Registered Psychologist or
3 Psychological Assistant, while acquiring hours for licensing and providing services under a waiver in
4 accordance with WIC section 575.2. The waiver may not exceed five (5) years.

5 35. Pre-Licensed Therapist means an individual who has a Master's Degree in social work or
6 MFT, PCC and is registered with the BBS as an associate clinical social worker, PCC intern, or MFT
7 intern, while acquiring hours for licensing. Registration is subject to regulations adopted by BBS.

8 36. Program Director means an individual who is responsible for all aspects of administration
9 and clinical operations of the mental health program, including development and adherence to the
10 annual budget. This individual also is responsible for the following: hiring, development and
11 performance management of professional and support staff, and ensuring mental health treatment
12 services are provided in concert with local and state rules and regulations.

13 37. Protected Health Information (PHI) means individually identifiable health information
14 usually transmitted through electronic media. PHI can be maintained in any medium as defined in the
15 regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is
16 created or received by a covered entity and is related to the past, present, or future physical or mental
17 health or condition of an individual, provision of health care to an individual, or the past, present, or
18 future payment for health care provided to an individual.

19 38. Psychiatrist means an individual who meets the minimum professional and licensure
20 requirements set forth in Title 9, CCR, Section 623, and, preferably, has at least one (1) year of
21 experience treating children and TAY.

22 39. Psychology Student or Psychology Intern means an individual who is in school pursuing a
23 Ph.D. or Psy.D. in Clinical Psychology, and may or may not meet the criteria for a DHCS Waiver in
24 order to provide services in accordance with DHCS Information Letter No. 10-03. The waiver may not
25 exceed (5) years.

26 40. Quality Improvement Committee (QIC) means a committee that meets quarterly to review
27 one percent (1%) of all "high-risk" Medi-Cal Clients in order to monitor and evaluate the quality and
28 appropriateness of services provided. At a minimum, the committee is comprised of one (1)
29 administrator, one (1) clinician, and one (1) physician who are not involved in the clinical care of the
30 cases.

31 41. Referral means effectively linking Clients to other services within the community and
32 documenting follow-up provided within five (5) business days to assure that Clients have made contact
33 with the referred service(s).

34 42. Registered Nurse (RN) means a licensed individual, pursuant to the provisions of Chapter 6
35 of the California Business and Professions Code, who can provide clinical services to Clients. The
36 license must be current and in force, and not been suspended or revoked. Also, it is preferred that the
37 individual has at least one (1) year of experience treating children and TAY.

43. Student Intern means student(s) currently enrolled in an accredited graduate or undergraduate program and is/are accumulating supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable programs include all programs that assist students in meeting the educational requirements to be a Licensed MFT, a Licensed CSW, a Licensed Clinical Psychologist, a Licensed PCC, or to obtain a Bachelor’s degree. Individuals with graduate degrees and have two (2) years of full-time experience in a mental health setting, either post-degree or as part of the program leading to the graduate degree, are not considered as students.

44. Supervisory Review means ongoing clinical case reviews in accordance with procedures developed by COUNTY to determine the appropriateness of the diagnosis and treatment plan for Clients, as well as to monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards. Supervisory review is conducted by the program/clinic director or designee.

45. Token means the security device which allows an end-user to access ADMINISTRATOR’s computer based IRIS.

46. Uniform Method of Determining Ability to Pay (UMDAP) means the method used for determining the annual Client liability for mental health services received from COUNTY’s mental health system and is set by the State of California.

47. Wellness Coordinator means an individual who specializes in assisting Clients with access to a myriad of health care needs, nutrition resources, and other community supports. This individual is responsible for documenting the services required, as well as communicating the needs of Clients to the Family Team.

48. Wraparound Orange County means the wraparound program administered by COUNTY’s SSA and is available to children and TAY who are returning from or being considered for placement in group homes.

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

II. BUDGET

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

ADMINISTRATIVE COST	<u>PERIOD</u> <u>ONE</u>	<u>PERIOD</u> <u>TWO</u>	<u>PERIOD</u> <u>THREE</u>	<u>TOTAL</u>
Indirect				
PROGRAM COST				
Salaries				
Benefits				

1 Services and Supplies
 2 Subcontractor Costs
 3 SUBTOTAL PROGRAM COST
 4
 5 TOTAL GROSS COST
 6
 7 REVENUE
 8 FFP/ Medi-Cal
 9 MHSA
 10 MH REALIGNMENT
 11 SAMHSA
 12 TOTAL REVENUE
 13
 14 TOTAL AMOUNT NOT TO EXCEED

15 B. CONTRACTOR agrees that the amount of the State match is dependent upon, and shall at no
 16 time be greater than, the amount of Federal Medi-Cal actually generated by CONTRACTOR, unless
 17 authorized by ADMINISTRATOR.

18 C. The total cost of services provided for in the Contract are based upon projected revenue
 19 generation and shall be reimbursed by Federal Medi-Cal, State, and COUNTY revenues.
 20 CONTRACTOR agrees that if actual Federal Medi-Cal and State reimbursement, based upon the
 21 completed DHCS Cost Report for each Fiscal Year is less than budgeted, the Total Amount Not to
 22 Exceed shall be adjusted down by the amount of under generated Federal Medi-Cal and/or State
 23 revenue. CONTRACTOR further agrees that Federal SAMHSA revenues shall be used to cover the
 24 costs of services, in accordance with Federal SAMHSA funding requirements, to non-Medi-Cal Clients
 25 and shall not exceed the amounts specified in Subparagraph II.A. of this Exhibit A to the Contract,
 26 unless authorized, in writing, by ADMINISTRATOR.

27 D. In the event CONTRACTOR collects fees and insurance, including Medicare, for services
 28 provided pursuant to the Contract, CONTRACTOR may make written application to
 29 ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the
 30 fees and insurance shall be utilized exclusively to provide mental health services. ADMINISTRATOR
 31 may, at its sole discretion, approve any such retention of revenues. Any such approval by
 32 ADMINISTRATOR shall be in writing to CONTRACTOR and shall specify the amount of said
 33 revenues to be retained and the quantity of services to be provided by CONTRACTOR.

34 E. BUDGET/STAFFING MODIFICATIONS - CONTRACTOR may request to shift funds
 35 between budgeted line items for the purpose of meeting specific program needs or for providing
 36 continuity of care to its members, by utilizing a Budget/Staffing Modification Request form provided by
 37

1 ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing Modification
 2 Request to ADMINISTRATOR for consideration, in advance, which shall include a justification
 3 narrative specifying the purpose of the request, the amount of said funds to be shifted, and the sustaining
 4 impact of the shift as may be applicable to the current contract period and/or future contract periods.
 5 CONTRACTOR shall obtain written approval of any Budget/Staffing Modification Request(s) from
 6 ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of CONTRACTOR to obtain
 7 written approval from ADMINISTRATOR for any proposed Budget/Staffing Modification Request(s)
 8 may result in disallowance of those costs.

9 F. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete
 10 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type
 11 of service for which payment is claimed. Any apportionment of or distribution of costs, including
 12 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will
 13 be made in accordance with GAAP and Medicare regulations. The Client eligibility determination and
 14 fee charged to and collected from Clients, together with a record of all invoices rendered and revenues
 15 received from any source, on behalf of Clients treated pursuant to the Contract, must be reflected in
 16 CONTRACTOR's financial records.

17 G. CFDA INFORMATION [INCLUDE IF APPLICABLE]

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

20	CFDA Year:	2016
21	CFDA#:	93.958
22	Program Title:	SAMHSA
23	Federal Agency:	HHS
24	Award Name:	Block Grants for Community Mental Health Services

25 2. CONTRACTOR may be required to have an audit conducted in accordance with federal
 26 OMB Circular Number A-133. CONTRACTOR is responsible for complying with any federal audit
 27 requirements within the reporting period specified by OMB Circular Number A-133.

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

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

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 33 **III. PAYMENTS**

34 A. COUNTY shall pay CONTRACTOR monthly, in arrears, for Period One, Period Two, and
 35 Period Three at the provisional amount of [\$X,XXX,XXX] per month. All payments are interim
 36 payments only, and subject to final settlement in accordance with the Cost Report Paragraph of the
 37 Contract for which CONTRACTOR shall be reimbursed for the actual cost of providing the services,

1 which may include Indirect Administrative Costs, as identified in Subparagraph II.A. of this Exhibit A
2 to the Contract; provided, however, the total of such payments does not exceed the Amount Not To
3 Exceed for each period as stated in the Referenced Contract Provisions of the Contract and, provided
4 further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and/or federal
5 regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for
6 which the provisional amount specified above has not been fully paid.

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

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

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

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

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

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

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

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

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IV. REPORTS

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR and the DHCS on forms provided by either agency.

B. FISCAL

1. Expenditure and Revenue Report. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports shall be on a form provided by ADMINISTRATOR and shall report year-to-date actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Contract. Such reports also shall include actual productivity as defined by ADMINISTRATOR.

2. Year-End Projections. In conjunction with the Expenditure and Revenue Report, CONTRACTOR shall provide monthly year-end projections that shall include year-to-date actual costs and revenues and anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Contract.

3. The Expenditure and Revenue and Year-End Projection reports shall be received by ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being reported.

C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports shall be on a form provided by ADMINISTRATOR and shall, at a minimum, report overall FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the Contract, and staff hours worked by position. The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.

D. PROGRAM REPORTS – Throughout the term of the Contract, CONTRACTOR shall submit monthly program reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported. Program reports shall be in a format(s) approved by ADMINISTRATOR and shall include a description of CONTRACTOR's progress in implementing the provisions of the Contract. This may include, but not be limited to, number of active cases, number of Client's admitted/discharged, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of licenses and/or certifications, changes in population served and reasons for any such changes. CONTRACTOR shall be prepared to present and discuss their program reports at their monthly scheduled meetings with ADMINISTRATOR and shall state whether or not CONTRACTOR is progressing satisfactorily in achieving all the terms of the Contract, and if not, shall specify what steps are being taken to achieve satisfactory progress.

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

1 F. CONTRACTOR must request in writing any extensions to the due date of the monthly required
2 report. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more
3 than five (5) calendar days.

4 G. CONTRACTOR agrees to enter psychometric/‘communimetric’ data into COUNTY’s EHR
5 system as requested by ADMINISTRATOR. Said psychometric/communimetric data are for
6 COUNTY’s analytical uses only, and shall not be relied upon by CONTRACTOR to make clinical
7 decisions. CONTRACTOR agrees to hold COUNTY harmless, and indemnify pursuant to Section XV,
8 from any claims that arise from non-COUNTY use of said psychometrics.

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

11
12 **V. SERVICES**

13 **A. FACILITIES**

14 1. CONTRACTOR shall maintain a minimum of four (4) fully licensed and appropriate
15 facilities for the provision of Children and Youth Outpatient Services which meet(s) the minimum
16 requirements for Medi-Cal eligibility at the following location(s) or any other location(s) approved by
17 ADMINISTRATOR, as specified below:

18
19 [Central Region]

[North Region]

20
21 [East Region]

[South Region]

22
23
24 [West Region]

25
26
27 2. CONTRACTOR shall also make an effort to provide services in community-based facilities
28 such as school sites when appropriate for more effective provision of services to the Client.

29 3. CONTRACTOR shall maintain regularly scheduled service hours, five (5) days a week
30 throughout the year and maintain the capability to provide services during after-school hours on
31 weekdays until 8:00 p.m., and on weekends, if necessary, in order to accommodate Clients unable to
32 participate during regular business hours.

33 a. CONTRACTOR’s administrative staff holiday schedule shall be consistent with
34 COUNTY’s holiday schedule unless otherwise approved, in advance and in writing, by
35 ADMINISTRATOR.

36 b. CONTRACTOR shall provide twenty-four (24) hour crisis intervention services and
37 provide a plan for twenty-four (24) hour psychiatric emergency services to minors which includes

1 informing Clients and their families whom to contact for emergency services when CONTRACTOR's
2 facility is closed.

3 4. Upon COUNTY's certification of the provider's existing site, CONTRACTOR shall be
4 responsible for making any necessary changes to meet Medi-Cal site standards.

5 B. CHILDREN AND YOUTH OUTPATIENT SERVICES

6 1. CONTRACTOR shall provide outpatient mental health services primarily to COUNTY
7 Medi-Cal eligible Clients up to the age of twenty-one (21) years old.

8 2. CONTRACTOR shall conduct outreach to develop and maintain CONTRACTOR's own
9 referral sources to ensure sufficient caseloads to meet contractual obligations.

10 3. CONTRACTOR shall provide medically necessary services to Medi-Cal eligible, special
11 population Clients that may include, but not be limited to, preschool children, wards and dependents of
12 the courts, dual- diagnosed children, - foster children, and TAY youth. Services shall be provided at a
13 level and frequency and duration that is consistent with each Client's level of dysfunction and treatment
14 goals, and consistent with individualized, solution-focused, evidenced-based practices. The population
15 to whom services are to be provided shall include, but may not be limited to:

16 a. Children who are acutely or chronically and seriously mentally ill, and for whom
17 hospitalization or other out-of-home placement is imminent without immediate intervention.

18 b. Children who are severely emotionally ill but not in an emergency situation who,
19 without appropriate treatment, will deteriorate and later require more intensive and costly treatment, and
20 possibly face removal from their homes.

21 c. Families whose children can be diverted from the regular mental health care system
22 through parent education and consultation services.

23 d. Children at risk for psychiatric hospitalization.

24 e. Children who are having difficulty in school, or are at risk of being placed in special
25 education.

26 f. Children who are in special education.

27 g. Minors of all ages who are in fosterplacement and who meet COUNTY's admission
28 criteria under the Medi-Cal Outpatient Consolidation Plan and CalAIM expanded access criteria.

29 h. Foster children of all ages and underserved Clients whose mental health problems are
30 causing them impaired functioning in different life domains.

31 i. Similar children who may be referred by a CalOPTIMA primary care provider.

32 j. Juvenile justice-involved children and youth, or with a history of juvenile justice
33 involvement.

34 k. Children and youth experiencing homelessness.

35 4. In the situation where a Medi-Cal Client no longer meets Medi-Cal eligibility as verified by
36 the State Medi-Cal website or Medi-Cal Eligibility Data System (MEDS), CONTRACTOR, upon
37 reasonable discovery of this situation, shall discharge the Client from IRIS and refer the Client to

1 appropriate services in the community. If necessary, CONTRACTOR can request, in writing, approval
2 from ADMINISTRATOR to continue to provide services for a specified amount of time/sessions as
3 determined appropriate by ADMINISTRATOR while linking the Client to other appropriate services.

4 5. CONTRACTOR shall offer all Medi-Cal beneficiaries with an initial request for routine
5 outpatient services an appointment within ten (10) business days, urgent outpatient services within
6 twenty-four (24) hours, and emergent outpatient services within four (4) hours. Initial intake services
7 shall be provided during evening hours if necessary in order to accommodate Clients and their parents
8 not able to participate during regular day-time hours. Services shall include, but may not be limited to:

9 a. Performing clinical and psycho-diagnostic assessment using DSM-5/ICD-10 CM
10 diagnosis, to include clinical consideration of each fundamental need: physical, psychological,
11 maturational, developmental, familial, educational, social, environmental and recreational. Additional
12 examinations, tests and evaluations may be conducted as clinically indicated. Findings of the
13 examinations and evaluations shall be documented in the Client record and signed by CONTRACTOR's
14 appropriate and responsible staff.

15 b. Obtaining valid consents from parents or courts for treatment.

16 c. Developing a written treatment plan for each Client, as required by HCA/MHRS
17 Authority & Quality Improvement Services (AQIS), that shall be based on the assessment and diagnosis
18 of that Client. The treatment plan shall delineate and justify all specific treatment modes and
19 therapeutic modalities to be used, and shall be developed in accordance with ADMINISTRATOR
20 standards, and utilize a full range of appropriate psychiatric and psychological treatment modes and
21 modalities. All assessment documents shall be developed in accordance with HCA/MHRS/AQIS
22 guidelines/notices/memos and Orange County Mental Health Plan (MHP) genererally accepted
23 timeframe of sixty (60) calendar days from the first planned Face-to-Face Contact with an individual
24 Client and/or significant support person(s). Such assessment shall identify specific Specialty Mental
25 Health Services assessment domains, include a Problem List, and all other assessment elements required
26 by HCA/MHRS/AQIS.

27 d. Use of individual therapy, brief intensive services, and group therapy modalities
28 including psycho-educational, cognitive behavioral and child management therapy techniques.
29 CONTRACTOR shall develop and implement group therapy modalities for conditions that, according to
30 established research, would particularly show improvement when treated in this manner.

31 e. Collateral services, including support or educational services to a Client's adult
32 caregivers to help them in their parenting role. Services shall be provided to adult caregivers when it is
33 determined that it is in the best interest in treating the minor Client, and CONTRACTOR shall promote
34 active participation of Client's family. CONTRACTOR shall refer the adult caregiver(s) to an
35 appropriate adult mental health provider for medication and/or mental health services to address the
36 adult caregiver's DSM-5/ICD-10 CM mental disorder.

37 //

1 f. Providing other mental health services which may include, but not be limited to, family
2 therapy, crisis intervention, treatment planning, discharge planning, case management, linkage, and
3 consultation.

4 g. Medication support services, including a system of medication quality review, which
5 shall be provided by well trained, experienced psychiatrists knowledgeable in the use of medication to
6 improve the functioning and enhance the self-esteem of children. Medication used solely for psychiatric
7 purposes, and no other purposes, shall be prescribed for all Clients for whom it is clinically indicated.

8 CONTRACTOR shall ensure that the following are adhered to:

9 1) Established plan for maximizing use of physician time.

10 2) CONTRACTOR shall use COUNTY's formulary and prescribing practices.

11 3) Prescriptions may be filled at any pharmacy with which COUNTY's PBM has a
12 contract; provided that CONTRACTOR shall note the Medi-Cal number on prescriptions for Medi-Cal
13 Clients.

14 4) CONTRACTOR shall provide COUNTY, in writing, with the name, license
15 number, and Drug Enforcement Agency number of any physician who will be prescribing medications,
16 prior to the physician's start date. Failure to so notify COUNTY may result in CONTRACTOR being
17 liable for the cost of the medication.

18 5) CONTRACTOR shall order such laboratory tests as are necessary and appropriate
19 to monitor psychotropic medications and shall be responsible for the cost of such tests.

20 h. In coordination and integration with COUNTY's Children and Youth Services (CYS)
21 contract substance abuse counselors, providing or causing to be provided, all necessary substance abuse
22 treatment services for Clients who are dually diagnosed with a concurrent substance abuse problem in
23 addition to their mental illness, when appropriate.

24 i. Providing advocacy services on behalf of the Clients including intervening for the
25 Clients with social services, probation and health departments, justice system, etc., as well as attending
26 individual education program meetings when appropriate and requested by Client/caregiver.

27 j. Providing additional services, through a wide range of service options, which may
28 include, but not be limited to, in-classroom consultation and visits to other facilities, including, but not
29 limited to, Juvenile Hall, schools, Orangewood Children and Family Center, contractor clinics, and
30 COUNTY operated clinics to provide treatment, assessment, and consultation.

31 6. CONTRACTOR shall identify Clients who may be eligible to receive TBS. If
32 CONTRACTOR is certified to provide TBS, CONTRACTOR shall notify COUNTY of the starting and
33 ending of each TBS case and CONTRACTOR is responsible for ensuring each and every TBS case
34 meets medical necessity and TBS eligibility requirements. The DHCS Annual Compliance Review
35 protocol section titled "Therapeutic Behavioral Services" (Section L) should be used to ensure
36 appropriate provision of TBS. If CONTRACTOR is not certified to provide TBS, CONTRACTOR shall

37 //

1 refer said Clients to COUNTY for referral to a TBS contractor agency. TBS services shall only be
2 provided through agencies certified to provide TBS.

3 7. CONTRACTOR shall identify Clients who may be eligible to receive intensive mental
4 health services as members of the Pathways to Wellbeing (Katie A.) Subclass. Contractor will use the
5 “Medi-Cal Manual for Intensive Coordination (ICC), Intensive Home Based Services (IHBS), &
6 Therapeutic Foster Care for Medi-Cal beneficiaries” to determine eligibility, provide services, and guide
7 documentation of these services. CONTRACTOR will coordinate with COUNTY on all aspects of
8 mental health services provided to Clients of the Pathways to Wellbeing (Katie A.) Subclass.

9 8. CONTRACTOR shall accept referrals from and make referrals to the various MHSA
10 programs, as appropriate. CONTRACTOR shall coordinate referrals with other existing mental health
11 services and wraparound services, to ensure that Clients and their families are given access to the most
12 appropriate level and type of service. Other services may include Wraparound Orange County; MHSA
13 FSP programs for children, TAY, or adults; and other COUNTY mental health services.

14 9. CONTRACTOR shall participate in any clinical case review and implement any
15 recommendations made by COUNTY to improve Client care.

16 10. CONTRACTOR shall conduct Supervisory Review at sixty (60) calendar day and six (6)
17 month intervals, in accordance with procedures developed by ADMINISTRATOR. CONTRACTOR
18 shall conduct reviews of open cases, or previously opened with another provider based on
19 CONTRACTOR’s own established timelines, but have up to sixty (60) calendar days to conduct such
20 reviews. CONTRACTOR shall ensure that all chart documentation complies with all federal, state, and
21 local guidelines and standards.

22 C. CONTRACTOR RESPONSIBILITIES

23 1. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of
24 CONTRACTOR’s administrative and program P&Ps. CONTRACTOR shall provide signature
25 confirmation of its P&P training for each staff member and place in their personnel files.

26 2. CONTRACTOR shall ensure that all newly hired staff who provide Medi-Cal services
27 complete COUNTY’s credentialing process and New Provider Training, while existing staff complete
28 COUNTY’s Annual Provider Training, and staff responsible for input into IRIS complete the IRIS New
29 User Training.

30 3. CONTRACTOR shall ensure that Annual Compliance Training is completed as set forth in
31 Subparagraph C. of the Compliance Paragraph of the Contract.

32 4. CONTRACTOR shall agree to adopt and comply with the written Quality Improvement
33 Implementation Plan and procedures provided by ADMINISTRATOR which describe the requirements
34 for quality improvement, supervisory review, and medication monitoring.

35 5. CONTRACTOR shall agree to adopt and comply with the documentation standards as per
36 ADMINISTRATOR’s Standards of Care practices; P&P’s, New Provider Training, Annual Provider
37 Training; DHCS State Contract; Title IX; the State EPSDT Documentation Manual; the State EPSDT

1 TBS Documentation Manual; Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home
2 Based Services (IHBS) & Therapeutic Foster Care (TFC) for Medi-Cal Beneficiaries, and the EPSDT
3 TBS Coordination of Care Best Practices Manual as provided by ADMINISTRATOR, which describe,
4 but are not limited to, the requirements for Medi-Cal and ADMINISTRATOR charting standards; and
5 any state regulatory requirements.

6 6. CONTRACTOR shall regularly review its charting, IRIS data input, and invoice systems to
7 ensure compliance with COUNTY and State P&Ps and establish mechanisms to prevent inaccurate
8 claim submissions.

9 7. CONTRACTOR shall maintain on file at the facility minutes and records of all quality
10 improvement meetings and processes. Such records and minutes shall also be subject to regular review
11 by ADMINISTRATOR in the manner specified in the Quality Improvement Implementation Plan and
12 ADMINISTRATOR's P&Ps.

13 8. CONTRACTOR shall attend:

14 a. Case conferences, as requested by ADMINISTRATOR, to address any aspect of
15 clinical care.

16 b. Monthly meetings with ADMINISTRATOR to discuss contractual and other issues
17 related to, but not limited to compliance with P&Ps, statistics and clinical services.

18 c. Clinical staff training for individuals by ADMINISTRATOR. Such training shall be
19 conducted by CONTRACTOR and/or ADMINISTRATOR.

20 d. Quarterly QIC meetings.

21 9. CONTRACTOR shall allow ADMINISTRATOR to attend, and if necessary conduct, QIC
22 and medication monitoring meetings.

23 D. PERFORMANCE OUTCOMES

24 1. CONTRACTOR shall complete Performance Outcome Measures as required by State
25 and/or COUNTY.

26 2. ADMINISTRATOR shall develop and provide CONTRACTOR with performance outcome
27 measure guidelines for the purpose of evaluating the impact and/or contribution of CONTRACTOR's
28 services on the well-being of COUNTY residents being served under the terms of the Contract. The
29 expected outcomes for the Monitoring Plan are to enable Clients to adaptively function at a higher and
30 more appropriate level and to provide a quantifiable and repeatable measure to assess overall program
31 effectiveness.

32 3. CONTRACTOR shall cooperate in data collection in order to develop baseline figures for
33 future evaluation and report performance in terms of Client satisfaction, length of stay, and duration of
34 services.

35 E. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of
36 Tokens for appropriate individual staff to access IRIS at no cost to CONTRACTOR.

37 //

1 1. CONTRACTOR recognizes Tokens are assigned to a specific individual staff member with
2 a unique password. Tokens and passwords will not be shared with anyone.

3 2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the staff
4 member to whom each is assigned.

5 3. CONTRACTOR shall indicate in the monthly staffing report, the serial number of the
6 Token for each staff member assigned a Token.

7 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
8 conditions:

- 9 a. Token of each staff member who no longer supports the Contract;
- 10 b. Token of each staff member who no longer requires access to IRIS;
- 11 c. Token of each staff member who leaves employment of CONTRACTOR;
- 12 d. Token is malfunctioning; or
- 13 e. Termination of the Contract.

14 5. ADMINISTRATOR shall issue Tokens for CONTRACTOR's staff members who require
15 access to IRIS upon initial training or as a replacement for malfunctioning Tokens.

16 6. CONTRACTOR shall reimburse COUNTY for Tokens lost, stolen, or damaged through
17 acts of negligence.

18 7. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All
19 statistical data used to monitor CONTRACTOR shall be compiled using only COUNTY IRIS reports, if
20 available, and if applicable.

21 F. CONTRACTOR shall obtain a NPI.

22 1. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI
23 for use to identify themselves in HIPAA standard transactions.

24 2. CONTRACTOR, including each employee that provides services under the Contract, will
25 obtain a NPI upon commencement of the Contract or prior to providing services under the Contract.
26 CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by
27 ADMINISTRATOR, all NPI as soon as they are available.

28 G. CONTRACTOR shall provide the NPP for COUNTY, as the MHP, at the time of the first
29 service provided under the Contract to individuals who are covered by Medi-Cal and have not
30 previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon
31 request, the NPP for COUNTY, as the MHP, to any individual who received services under the
32 Contract.

33 H. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
34 with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the
35 terms of the Contract. Further, CONTRACTOR agrees that the funds provided hereunder will not be
36 used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian
37 institution, or religious belief.

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

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

J. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional welfare of Clients, including but not limited to serious physical harm to self or others, serious destruction of property, developments, etc., and which may raise liability issues with COUNTY. CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse incident.

K. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of Client-related services provided by, or under contract with, COUNTY as identified in ADMINISTRATOR’s P&Ps.

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

VI. STAFFING

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

	[Central] Region FTE	[North] Region FTE	[East] Region FTE	[South] Region FTE	[West] Region FTE
PROGRAM					
Staff					

1	Staff					
2	Staff					
3	Staff					
4	Staff					
5	SUBTOTAL					
6	PROGRAM FTE					
7						
8	SUBCONTRACTOR					
9	[Subcontractor]					
10	SUBTOTAL					
11	SUBCONTRACTOR					
12	FTE					
13						
14						
15	COMBINED TOTAL					
16	FTE					

B. CONTRACTOR shall have as Head of Service a licensed mental health professional, in conformance to one of the following staff categories: Psychiatrist, Licensed Psychologist, LCSW, LPCC, Licensed MFT, RN, LVN, or LPT.

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

D. CONTRACTOR shall maintain personnel files for each staff person, including management and other administrative positions, both direct and indirect which shall include, but not be limited to, an application for employment, qualifications for the position, applicable licenses, waivers, registrations, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

E. CONTRACTOR shall make its best effort to provide services pursuant to the Contract in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include; but not be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; copies

1 of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to
2 enhance accessibility for, and sensitivity to, individuals who are physically challenged.

3 F. CONTRACTOR shall notify ADMINISTRATOR, in writing, no later than seventy-two (72)
4 hours of any staffing vacancies or filling of vacant positions that occur during the term of the Contract.
5 CONTRACTOR’s notification shall include at a minimum the following information: employee
6 name(s), position title(s), date(s) of resignation, date(s) of hire, and a description of recruitment activity.

7 G. CONTRACTOR shall notify ADMINISTRATOR, in writing, no later than seven (7) business
8 days, in advance, of any proposed staffing changes, including but not limited to promotions, temporary
9 FTE changes, and temporary staffing assignments that occur during the term of the Contract.

10 H. CONTRACTOR shall recruit, hire, train, and maintain staff that are persons in recovery, and/or
11 family members of persons in recovery. These individuals shall not be currently receiving services
12 directly from CONTRACTOR. Documentation may include, but not be limited to, the following:
13 records attesting to efforts made in recruitment and hiring practices and identification of measures taken
14 to enhance accessibility for potential staff in these categories.

15 I. CONTRACTOR shall provide training to service staff covering suicide assessment and crisis
16 intervention or indications of suicidal risk (depending on scope of practice), developing safety plans,
17 maintaining healthy boundaries, reporting child abuse, dealing with difficult Clients, meeting facilitation
18 and medication, confidentiality, identification of strengths, promoting life skills, and such other topics
19 identified by COUNTY. Formal training sessions may also be used to cover these topics but cannot
20 substitute for weekly supervision hours.

21 J. CONTRACTOR shall maintain a current signature list including each supervisor and provider
22 of direct services who signs chart documentation. The list shall include the printed/type staff name and
23 title, followed by the legal signature with title as it appears on all chart documents. For licensed or
24 registered clinical staff, the name must match the name on the license or registration.

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

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

34 M. WORKLOAD STANDARDS – CONTRACTOR understands and agrees that at any given time
35 the standards referenced below are minimum standards, and shall make every effort to exceed these
36 minimums.

37 //

1 1. One (1) DSH shall be equal to sixty (60) minutes of direct Client service.
 2 2. Annually, for Period One, Period Two, and Period Three, CONTRACTOR shall provide a
 3 minimum of [NUMBER] (XX,XXX) direct services hours (DSH), with a minimum of [NUMBER]
 4 (XX,XXX) hours of medication support services and [NUMBER] (XX,XXX) hours of other mental
 5 health, case management, and/or crisis intervention or TBS services as identified in the Services
 6 Paragraph of this Exhibit A to the Contract.

7 3. CONTRACTOR shall provide a minimum of one hundred (100) DSH for every one (1)
 8 FTE clinical staff for a total of one thousand two hundred (1,200) DSHs annually per DSH-producing
 9 clinical staff (unless sufficient justification can be provided for a lesser amount). A minimum of eighty
 10 percent (80%) of the one hundred (100) DSH must be billable, while the remainder of DSH can be non-
 11 billable. A DSH is [NUMBER] (XX) minutes of billable or non-billable service activity. A full-time
 12 DSH-producing clinician typically carries a minimum caseload of [NUMBER] (XX) Clients.

13 4. CONTRACTOR shall maintain an active and on-going minimum caseload of at least
 14 [NUMBER] (X,XXX) unduplicated Clients, of which at least [NUMBER] (X,XXX) shall be Medi-Cal,
 15 throughout each Period of the Contract, unless otherwise approved by ADMINISTRATOR.

16 5. CONTRACTOR shall not refuse Client referrals if any of CONTRACTOR’s staff are
 17 below workload standards, as defined in Subparagraph VI.M of this Exhibit A to the Contract, unless
 18 otherwise approved by ADMINISTRATOR.

19 N. STUDENT INTERNS

20 1. CONTRACTOR may augment the above paid staff with volunteers or interns upon written
 21 approval of ADMINISTRATOR.

22 a. CONTRACTOR shall meet minimum requirements for supervision of each student
 23 intern as required by the State Licensing Board and/or school program descriptions or work contracts.

24 b. Student intern services shall not comprise more than twenty percent (20%) of total
 25 services provided.

26 2. CONTRACTOR shall provide a minimum of two (2) hours per week supervision to each
 27 student intern providing mental health services and one (1) hour of supervision for each ten (10) hours
 28 of treatment for student interns providing substance abuse services. CONTRACTOR shall provide
 29 supervision to volunteers as specified in the respective job descriptions or work contracts.

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

32 //
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1 EXHIBIT B
 2 CONTRACT FOR PROVISION OF
 3 CHILDREN AND YOUTH OUTPATIENT SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 [PROVIDER]
 8 JULY 1, 2023 THROUGH JUNE 30, 2026

9
10 **I. BUSINESS ASSOCIATE CONTRACT**

11 **A. GENERAL PROVISIONS AND RECITALS**

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

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

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

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

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

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

37 //

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

3 B. DEFINITIONS

4 1. "Administrative Safeguards" are administrative actions, and P&Ps, to manage the selection,
5 development, implementation, and maintenance of security measures to protect ePHI and to manage the
6 conduct of CONTRACTOR's workforce in relation to the protection of that information.

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

9 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

1 7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in
2 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance
3 with 45 CFR § 164.502(g).

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

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

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

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

13 12. "Secretary" shall mean the Secretary of the Department of HHS or his or her designee.

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

19 14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of ePHI at
20 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

21 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in
22 45 CFR § 160.103.

23 16. "Technical safeguards" means the technology and the P&Ps for its use that protect
24 electronic PHI and control access to it.

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

28 18. "Use" shall have the meaning given to such term under the HIPAA regulations in
29 45 CFR § 160.103.

30 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

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

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

1 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of
2 45 CFR Part 164 with respect to ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR
3 creates, receives, maintains, or transmits on behalf of COUNTY.

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

32 a. CONTRACTOR does not promptly enter into negotiations to amend this Business
33 Associate Contract when requested by COUNTY pursuant to this Subparagraph C; or

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

37 17. CONTRACTOR shall work with COUNTY upon notification by CONTRACTOR to

1 COUNTY of a Breach to properly determine if any Breach exclusions exist as defined in Subparagraph
2 B.2.a above.

3 D. SECURITY RULE

4 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish
5 and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with
6 45 CFR § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to
7 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.
8 CONTRACTOR shall develop and maintain a written information privacy and security program that
9 includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of
10 CONTRACTOR's operations and the nature and scope of its activities.

11 2. CONTRACTOR shall implement reasonable and appropriate P&Ps to comply with the
12 standards, implementation specifications and other requirements of 45 CFR Part 164, Subpart C, in
13 compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its current and
14 updated policies upon request.

15 3. CONTRACTOR shall ensure the continuous security of all computerized data systems
16 containing ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,
17 maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents
18 containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,
19 maintains, or transmits on behalf of COUNTY. These steps shall include, at a minimum:

20 a. Complying with all of the data system security precautions listed under Subparagraph
21 E., below;

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

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

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

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

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

37 E. DATA SECURITY REQUIREMENTS

1 1. Personal Controls

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

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

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

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

27 2. Technical Security Controls

28 a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY
29 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
30 COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which
31 is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the
32 COUNTY.

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

37 c. Minimum Necessary. Only the minimum necessary amount of PHI COUNTY discloses

1 to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
2 required to perform necessary business functions may be copied, downloaded, or exported.

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

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

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

22 g. User IDs and Password Controls. All users must be issued a unique user name for
23 accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
24 or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password
25 changed upon the transfer or termination of an employee with knowledge of the password, at maximum
26 within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight
27 characters and must be a non-dictionary word. Passwords must not be stored in readable format on the
28 computer. Passwords must be changed every ninety (90) days, preferably every sixty (60) days.
29 Passwords must be changed if revealed or compromised. Passwords must be composed of characters
30 from at least three (3) of the following four (4) groups from the standard keyboard:

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

35 h. Data Destruction. When no longer needed, all PHI COUNTY discloses to
36 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
37 must be wiped using the Gutmann or US DoD 5220.22-M (7 Pass) standard, or by degaussing. Media

1 may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods
2 require prior written permission by COUNTY.

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

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

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

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

22 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to
23 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
24 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is
25 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files
26 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as
27 website access, file transfer, and E-Mail.

28 n. Intrusion Detection. All systems involved in accessing, holding, transporting, and
29 protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
30 or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a
31 comprehensive intrusion detection and prevention solution.

32 3. Audit Controls

33 a. System Security Review. CONTRACTOR must ensure audit control mechanisms that
34 record and examine system activity are in place. All systems processing and/or storing PHI COUNTY
35 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
36 COUNTY must have at least an annual system risk assessment/security review which provides
37 assurance that administrative, physical, and technical controls are functioning effectively and providing

1 adequate levels of protection. Reviews should include vulnerability scanning tools.

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

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

9 4. Business Continuity/Disaster Recovery Control

10 a. Emergency Mode Operation Plan. CONTRACTOR must establish a documented plan
11 to enable continuation of critical business processes and protection of the security of PHI COUNTY
12 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
13 COUNTY kept in an electronic format in the event of an emergency. Emergency means any
14 circumstance or situation that causes normal computer operations to become unavailable for use in
15 performing the work required under this Contract for more than twenty four (24) hours.

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

22 5. Paper Document Controls

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

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

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

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

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

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

13 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

23 2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY
24 Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written
25 notification within twenty four (24) hours of the oral notification.

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

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

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

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

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

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

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

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

7 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
8 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
9 COUNTY.

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

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

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

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

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

31 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

4 1) The Disclosure is required by law; or

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

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

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

15 3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR
16 consistent with the minimum necessary P&Ps of COUNTY.

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

19 H. PROHIBITED USES AND DISCLOSURES

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

25 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
26 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
27 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC §
28 17935(d)(2).

29 I. OBLIGATIONS OF COUNTY

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

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

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

1 may affect CONTRACTOR’s Use or Disclosure of PHI.

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

4 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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1 EXHIBIT C
 2 CONTRACT FOR PROVISION OF
 3 CHILDREN AND YOUTH OUTPATIENT SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 [PROVIDER]
 8 JULY 1, 2023 THROUGH JUNE 30, 2026
 9

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

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

13 A. DEFINITIONS

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

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

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

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

23 5. "IEA" shall mean the IEA currently in effect between the SSA and DHCS.

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

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

30 8. "PI" shall have the meaning given to such term in CCC § 1798.3(a).

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

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

6 B. TERMS OF AGREEMENT

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

11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

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

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

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

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

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

34 3) If the data obtained by CONTRACTOR from COUNTY includes PII,
35 CONTRACTOR shall also comply with the substantive privacy and security requirements in the
36 CMPPA Agreement between the SSA and the CHHS and in the Agreement between the SSA and
37 DHCS, known as the IEA. The specific sections of the IEA with substantive privacy and security

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

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

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

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

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

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

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

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