

AGREEMENT

CONTRACT FOR PROVISION OF
BEHAVIORAL HEALTH CALWORKS SERVICES
BETWEEN
COUNTY OF ORANGE
AND
COLLEGE COMMUNITY SERVICES

«CONTRACTOR NAME»

JULY 1, 20192022 THROUGH JUNE 30, 20202025

THIS AGREEMENT entered into this 1st day of July 20192022 (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and COLLEGE COMMUNITY SERVICES, a California non-profit mutual benefit corporation (CONTRACTOR). «CONTRACTOR NAME», a California «STATUS» (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as "Parties." This Agreement shall be administered by the DirectorCounty of the COUNTY'sOrange Health Care Agency or an authorized designee ("ADMINISTRATOR").

W I T N E S S E T H :

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Behavioral Health CalWORKs servicesServices described herein to the residents of Orange County; and

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

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

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EXHIBIT B

I. Business Associate Contract..... +1

EXHIBIT C

I. Personal Information Privacy and Security Contract..... +1

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REFERENCED CONTRACT PROVISIONS

Master Agreement Term: -July 1, 2019~~2022~~ through June 30, 2020~~2025~~

Maximum Obligation: —\$ 1,986,663

Period One means the period from July 1, 2022 through June 30, 2023

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

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

1 **Aggregate Amount Not To Exceed: \$9,374,751**

2 Period One Aggregate Amount Not To Exceed: \$3,124,917

3 Period Two Aggregate Amount Not To Exceed: \$3,124,917

4 Period Three Aggregate Amount Not To Exceed: \$3,124,917

5 **TOTAL AGGREGATE AMOUNT NOT TO EXCEED: \$9,374,751**

6 **Basis for Reimbursement:** ~~_____~~ **Actual Cost**

7 **Payment Method:** ~~_____~~ **Monthly ~~in~~In Arrears**

8 **CONTRACTOR DUNS Number:** ~~_____~~ **15-983-2542** ~~_____~~ **«DUNS NUMBER»**

9 **CONTRACTOR TAX ID Number:** ~~_____~~ **95-4864640** ~~_____~~ **«TAX ID NUMBER»**

10 **Notices to COUNTY and CONTRACTOR:**

11 COUNTY: County of Orange
12 Health Care Agency
13 Contract Services
14 405 West 5th Street, Suite 600
15 Santa Ana, CA 92701-4637

16 **CONTRACTOR:** ~~College Community Services~~ ~~_____~~ **«CONTRACTOR NAME»**
17 ~~_____~~ **4281 Katella Avenue, Suite 201**
18 ~~_____~~ **Los Alamitos, CA 90720**
19 ~~_____~~ **Gail La Porte, CA State Director**
20 ~~_____~~ **«CONTRACTOR ADDRESS»**
21 ~~_____~~ **«CONTRACTOR CITY/STATE/ZIP»**
22 ~~_____~~ **«CONTACT PERSON»**
23 ~~_____~~ **gail.laporte@pathways.com** ~~_____~~ **«CONTACT PERSON EMAIL»**

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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 Agreement:

1	A.	AB 109	Assembly Bill 109, 2011 Public Safety Realignment
2	B.	AIDS	Acquired Immune Deficiency Syndrome
3	C.	ARRA	American Recovery and Reinvestment Act of 2009
4	B.	ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
5	E.	ASI	Addiction Severity Index
6	FAES		Advanced Encryption Standard
7	C.	ASRS	Alcohol and Drug Programs Reporting System
8	D.	BCP	Business Continuity
9	G.	BHS	Behavioral Health
10			Services
11	H.	CalOMS	California Outcomes Measurement System
12	I.	CalWORKs	California Work Opportunity and Responsibility for Kids
13	J.	CAP	Corrective Action Plan
14	K.	E.	CCC
15			California Civil Code
16	F.	L.	CCR
17			California Code of Regulations
18	G.	CD/DVD	Compact Disc/Digital Video or Versatile Disc
19	H.	CEO	County Executive Office
20	I.	M.	CESI
21			Client Evaluation of Self at Intake
22	N.	CEST	Client Evaluation of Self and Treatment
23	O.	CFDA	Catalog of Federal Domestic Assistance
24	P.	CFR	Code of Federal Regulations
25	J.	QCHHS	California Health and Human Services Agency
26	K.	CHPP	COUNTY HIPAA Policies and Procedures
27	L.	R.	CHS
28			Correctional Health Services
29	M.	CIPA	California Information Practices Act
30	N.	CMPPA	Computer Matching and Privacy Protection Act
31	O.	S.	COI
32			Certificate of Insurance
33	P.	T.	CPA
34			Certified Public Accountant
35	U.	CSW	Clinical Social Worker
36	V.	D/MC	Drug/Medi-Cal
37	Q.	DHCS	California Department of Health Care Services
	R.	DoD	US Department of Defense
	S.	W.	D/MC
			Drug/Medi-Cal
	X.	DPFS	Drug Program Fiscal Systems
	T.	DRP	Disaster Recovery Plan

<u>1</u>	U. Y. DRS	Designated Record Set
<u>2</u>	Z. EEOC	Equal Employment Opportunity Commission
<u>3</u>	V. E-Mail	Electronic Mail
<u>4</u>	W. AA. EHR	Electronic Health Records
<u>5</u>	AB. EOC	Equal Opportunity Clause
<u>6</u>	AC <u>X.</u> ePHI	Electronic Protected Health Information
<u>7</u>	Y. FIPS	Federal Information Processing Standards
<u>8</u>	Z. AD. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
<u>9</u>	AF. FFS	Fee For Service
<u>10</u>	AG. FSP	Full Service Partnership
<u>11</u>	AH. FTE	Full Time Equivalent
<u>12</u>	AI. GAAP	Generally Accepted Accounting Principles
<u>13</u>	AA. AJ. HCA	County of Orange Health Care Agency
<u>14</u>	AK. AB. HHS	Federal Health and Human Services Agency
<u>15</u>	AL <u>AC.</u> HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
<u>16</u>		Law 104-191
<u>17</u>	AD. AM. HITECH	Health Information Technology for Economic and Clinical
<u>18</u>		Health Act, Public Law 111-005
<u>19</u>	AN. HIV	Human Immunodeficiency Virus
<u>20</u>	AO. HSC	California Health and Safety Code
<u>21</u>	AE. ID	Identification
<u>22</u>	AF. AP. IRIS	Integrated Records and IEA
<u>23</u>		Information System <u>Exchange Agreement</u>
<u>24</u>	AG. ISO	Insurance Services Office
<u>25</u>	AH. AQ. ITC	Indigent Trauma Care
<u>26</u>	AR. LCSW	Licensed Clinical Social Worker
<u>27</u>	AS. MAT	Medication Assisted Treatment
<u>28</u>	AT. MFT	Marriage and Family Therapist
<u>29</u>	AU. MH	Mental Health
<u>30</u>	AV. MHP	Mental Health Plan
<u>31</u>	AI. NIST AW. MHS	Mental Health Specialist
<u>32</u>	AX. MHSA	Mental Health Services Act
<u>33</u>	AZ. MSN	Medical Safety Net
<u>34</u>	BA. NIH	National Institutes of Health <u>Institute of Standards and Technology</u>
<u>35</u>	AJ. BB. NPI	National Provider Identifier
<u>36</u>	BC. NPPES	National Plan and Provider Enumeration <u>OCJS</u>
<u>37</u>		<u>Orange County Jail System</u>

- 1 ~~AK.~~ ~~BDOCPD~~ ~~Orange County Probation Department~~
- 2 ~~AL.~~ ~~OCR~~ ~~Federal~~ ~~Office for Civil Rights~~
- 3 ~~BE.~~ ~~AM.~~ ~~OCSD~~ ~~Orange County Sheriff's Department~~
- 4 ~~AN.~~ ~~OIG~~ ~~Federal~~ ~~Office of Inspector General~~
- 5 ~~BF.~~ ~~AO.~~ ~~OMB~~ ~~Federal~~ ~~Office of Management and Budget~~
- 6 ~~BG.~~ ~~AP.~~ ~~OPM~~ ~~Federal~~ ~~Office of Personnel Management~~
- 7 ~~BH.~~ ~~P&P~~ ~~Policy and Procedure~~
- 8 ~~BI.~~ ~~AQ.~~ ~~PA DSS~~ ~~Payment Application Data Security Standard~~
- 9 ~~BJ.~~ ~~PATH~~ ~~Projects for Assistance in Transition from Homelessness~~
- 10 ~~BK.~~ ~~AR.~~ ~~PC~~ ~~State of~~ ~~California Penal Code~~
- 11 ~~BL.~~ ~~AS.~~ ~~PCI DSS~~ ~~Payment~~ ~~Card~~ ~~Industry~~ ~~Data~~ ~~Security~~
- 12 ~~Standards~~ ~~Standard~~
- 13 ~~BM.~~ ~~PCS~~ ~~Post-Release Community Supervision~~
- 14 ~~BN.~~ ~~AT.~~ ~~PHI~~ ~~Protected Health Information~~
- 15 ~~BO.~~ ~~AU.~~ ~~PI~~ ~~Personal Information~~
- 16 ~~AV.~~ ~~PII~~ ~~Personally Identifiable Information~~
- 17 ~~BP.~~ ~~AW.~~ ~~PRA~~ ~~California~~ ~~Public~~ ~~Records~~ ~~Record~~ ~~Act~~
- 18 ~~BQ.~~ ~~PSC~~ ~~Professional Services Contract System~~
- 19 ~~BR.~~ ~~SAPTBG~~ ~~Substance Abuse Prevention and Treatment Block Grant~~
- 20 ~~BS.~~ ~~AX.~~ ~~SIR~~ ~~Self-Insured Retention~~
- 21 ~~BT.~~ ~~SMA~~ ~~Statewide Maximum Allowable (rate)~~
- 22 ~~BU.~~ ~~SOW~~ ~~Scope of Work~~
- 23 ~~BV.~~ ~~SUD~~ ~~Substance Use Disorder~~
- 24 ~~BW.~~ ~~UMDAP~~ ~~Uniform Method of Determining Ability to Pay~~
- 25 ~~BX.~~ ~~UOS~~ ~~Units of Service~~
- 26 ~~BY.~~ ~~AY.~~ ~~HITECH Act~~ ~~The Health Information Technology for Economic and~~
- 27 ~~Clinical Health~~ ~~Act, Public Law 111-005~~
- 28 ~~AZ.~~ ~~USC~~ ~~United States Code~~
- 29 ~~BZBA.~~ ~~WIC~~ ~~Women, Infants~~ ~~State of California Welfare~~ ~~and Children~~ ~~Institutions Code~~

30 31 **II. ALTERATION OF TERMS**

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

35 B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of
36 this Agreement or any Exhibits, whether written or verbal, made by the Parties, their officers, employees
37 or agents shall be valid unless made in the form of a written amendment to this Agreement, which has

1 been formally approved and executed by both ~~parties~~Parties.

2
3 **III. ASSIGNMENT OF DEBTSASSIGNMENT OF DEBTS**

4 Unless this Agreement is followed without interruption by another Agreement between the
5 ~~parties~~Parties hereto for the same services and substantially the same scope, at the termination of this
6 Agreement, CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on
7 behalf of persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately
8 notify by mail each of these persons, specifying the date of assignment, the County of Orange as assignee,
9 and the address to which payments are to be sent. Payments received by CONTRACTOR from or on
10 behalf of said persons, shall be immediately given to COUNTY.

11
12 **IV. COMPLIANCE**

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

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

19 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
20 ~~compliance program, code~~Compliance Program, Code of ~~conduct~~Conduct and any
21 ~~compliance~~Compliance related policies and procedures. CONTRACTOR's ~~compliance program,~~
22 ~~code~~Compliance Program, Code of ~~conduct~~Conduct and any related policies and procedures shall be
23 verified by ADMINISTRATOR's Compliance Department to ensure they include all required
24 #

25 elements by ADMINISTRATOR's Compliance Officer as described in this ~~Compliance~~Paragraph to this
26 Agreement.IV (COMPLIANCE). These elements include:

- 27 a. Designation of a Compliance Officer and/or compliance staff.
- 28 b. Written standards, policies and/or procedures.
- 29 c. Compliance related training and/or education program and proof of completion.
- 30 d. Communication methods for reporting concerns to the Compliance Officer.
- 31 e. Methodology for conducting internal monitoring and auditing.
- 32 f. Methodology for detecting and correcting offenses.
- 33 g. Methodology/Procedure for enforcing disciplinary standards.

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

1 ~~will~~shall internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct.
2 ~~CONTRACTOR shall have as many Covered Individuals it determines necessary complete~~
3 ~~ADMINISTRATOR's annual compliance training to ensure proper compliance.~~

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

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

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

30 1. For purposes of this ~~Compliance~~Paragraph, IV (COMPLIANCE), Covered Individuals
31 includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who
32 provide health care items or services or who perform billing or coding functions on behalf of
33 ADMINISTRATOR. Notwithstanding the above, this term does not include part-time or per-diem
34 employees, contractors, subcontractors, agents, and other persons who are not reasonably expected to
35 work more than one hundred sixty (160) hours per year; except that any such individuals shall become
36 Covered Individuals at the point when they work more than one hundred sixty (160) hours during the
37 calendar year. CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are

1 made aware of ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and
2 procedures (or CONTRACTOR's own compliance program, code of conduct and related policies and
3 procedures if CONTRACTOR has elected to use its own).

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

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

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

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

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

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

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

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

37 C. GENERAL COMPLIANCE TRAINING — ADMINISTRATOR shall make General

1 Compliance Training available to Covered Individuals.

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

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

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

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

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

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

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

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

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

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

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

30 ~~E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS~~

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

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

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

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

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

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

12 ~~7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural~~
13 ~~Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural~~
14 ~~Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,~~
15 ~~§1810.410.subds.(c)-(d)).~~

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

22 V. CONFIDENTIALITY

23
24 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio
25 and/or video recordings, in accordance with all applicable federal, state and county codes and regulations,
26 ~~including 42 USC §290dd-2 (Confidentiality of Records)~~, as they now exist or may hereafter be amended
27 or changed.

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

32 2. #
33 CONTRACTOR acknowledges and agrees that it shall be responsible for obtaining written consents for
34 the release of information from all persons served by CONTRACTOR pursuant to this Agreement. Such
35 consents shall be obtained by CONTRACTOR in accordance with CCC, Division 1, Part 2.6, relating to
36 confidentiality of medical information.

37 3. In the event of a collaborative service agreement between Mental Health services providers,

1 CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information,
2 from the collaborative agency, for Clients receiving services through the collaborative agreement.

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

10 VI. CONFLICT OF INTEREST COST REPORT

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

18 ~~VII. COST REPORT~~

19
20
21 A. CONTRACTOR shall submit ~~an individual and/or consolidated~~ Cost Report to COUNTY no
22 later than ~~forty five (45)~~ sixty (60) calendar days following termination of this Agreement.
23 CONTRACTOR shall prepare the individual and/or consolidated Cost Report in accordance with all
24 applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of this
25 Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost
26 centers, services, and funding sources in accordance with such requirements and consistent with prudent
27 business practice, which costs and allocations shall be supported by source documentation maintained by
28 CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event
29 CONTRACTOR has multiple agreements for mental health services that are administered by HCA,
30 consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as
31 stipulated by ADMINISTRATOR. CONTRACTOR shall submit the consolidated Cost Report to
32 COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all individual
33 Cost Reports to be incorporated into a consolidated Cost Report.

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

37 a. CONTRACTOR may be assessed a late penalty of five- hundred dollars (\$500) for each

1 business day after the above specified due date that the accurate and complete individual and/or
2 consolidated Cost Report is not submitted. Imposition of the late penalty shall be at the sole discretion of
3 ~~the~~ ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding individual
4 and/or consolidated Cost Report due COUNTY by CONTRACTOR.

5 #

6 #

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

10 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the
11 individual and/or consolidated Cost Report setting forth good cause for justification of the request.
12 Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be
13 unreasonably denied. ~~In no case shall extensions be granted for more than seven (7) calendar days.~~

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

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

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

33 D. If the individual and/or consolidated Cost Report indicates the actual and reimbursable costs of
34 services provided pursuant to this Agreement, less applicable revenues and late penalty, are lower than
35 the aggregate of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the
36 difference to COUNTY. Such reimbursement shall be made, in cash, or other authorized form of payment,
37 with the submission of the individual and/or consolidated Cost Report. If such reimbursement is not made

1 by CONTRACTOR within thirty (30) calendar days after submission of the individual and/or consolidated
2 Cost Report, COUNTY may, in addition to any other remedies, reduce any amount owed CONTRACTOR
3 by an amount not to exceed the reimbursement due COUNTY.

4 E. If the individual and/or consolidated Cost Report indicates the actual and reimbursable costs of
5 services provided pursuant to this Agreement, less applicable revenues and late penalty, are higher than
6 the aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR the
7 difference, provided such payment does not exceed the Maximum Obligation Amount Not To Exceed of
8 COUNTY.

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

11 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
12 supporting documentation prepared by _____ for the cost report period
13 beginning _____ and ending _____ and that, to the best of my knowledge
14 and belief, costs reimbursed through this Agreement are reasonable and allowable and
15 directly or indirectly related to the services provided and that this Cost Report is a true,
16 correct, and complete statement from the books and records of (provider name) in
17 accordance with applicable instructions, except as noted. I also hereby certify that I
18 have the authority to execute the accompanying Cost Report.
19

20
21 Signed _____
22 Name _____
23 Title _____
24 Date _____"

25 26 VII. DEBARMENT AND SUSPENSION CERTIFICATION

27 A. CONTRACTOR certifies that it and its principals:

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

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

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

1 above.

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

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

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

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

14 **VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

20 ~~B. — B. CONTRACTOR agrees that if there is a change or transfer in ownership of
21 CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an assignment
22 of the Agreement, the new owners shall be required under the terms of sale or other instruments of transfer
23 to assume CONTRACTOR's duties and obligations contained in this Agreement and complete them to
24 the satisfaction of COUNTY.~~ CONTRACTOR may not assign the rights hereunder, either in whole or in
25 part, without the prior written consent of COUNTY.
26

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

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

1 delegation in derogation of this subparagraph shall be void.

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

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

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

15 ~~6. COUNTY reserves the right to immediately terminate the Agreement in the event COUNTY~~
16 ~~determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to~~
17 ~~COUNTY for the provision of services under the Agreement.~~

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

23 1. After approval of ~~the subcontractor's~~ subcontract, ADMINISTRATOR may revoke the
24 approval of ~~the subcontractor's~~ subcontract upon five (5) calendar days' written notice to CONTRACTOR
25 if the ~~subcontractor's~~subcontract subsequently fails to meet the requirements of this Agreement or any
26 provisions that ADMINISTRATOR has required. ~~ADMINISTRATOR may disallow subcontractor~~
27 ~~expenses reported by CONTRACTOR.~~

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

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

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

35 ~~D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's status~~
36 ~~with respect to name changes that do not require an assignment of the Agreement. CONTRACTOR is~~
37 ~~also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party to any litigation~~

1 against COUNTY, or a party to litigation that may reasonably affect the CONTRACTOR's performance
2 under the Contract, as well as any potential conflicts of interest between CONTRACTOR and County that
3 may arise prior to or during the period of Agreement performance. While CONTRACTOR will be
4 required to provide this information without prompting from COUNTY any time there is a change in
5 CONTRACTOR's name, conflict of interest or litigation status, CONTRACTOR must also provide an
6 update to COUNTY of its status in these areas whenever requested by COUNTY.

7 8 **IX. DISPUTE RESOLUTION**

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

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

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

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

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

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

36 37 **X. EMPLOYEE ELIGIBILITY VERIFICATION**

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

10 **X. EQUIPMENT**

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

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

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

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

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

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

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

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

14 **XI. FACILITIES, PAYMENTS AND SERVICES**

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

20 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or supplies
21 as required, ADMINISTRATOR may, at its sole discretion, reduce the ~~Maximum Obligation Amount Not~~
22 ~~To Exceed~~ for the appropriate Period as well as the Total ~~Maximum Obligation Amount Not To Exceed.~~
23 The reduction to the ~~Maximum Obligation Amount Not To Exceed~~ for the appropriate Period as well as
24 the Total ~~Maximum Obligation Amount Not To Exceed~~ shall be in an amount proportionate to the number
25 of days in which CONTRACTOR was determined to be unable to provide services, staffing, facilities or
26 supplies.
27

28 **XII. INDEMNIFICATION AND INSURANCE**

29 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
30 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
31 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
32 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,
33 including but not limited to personal injury or property damage, arising from or related to the services,
34 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
35 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
36 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
37

1 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request
2 a jury apportionment.

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

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

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

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

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

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

34 #

35 E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY as required in this
36 Paragraph XII (INDEMNIFICATION AND INSURANCE) for the full term of this Agreement, ~~the~~
37 COUNTY may such failure shall constitute a breach of CONTRACTOR's obligation hereunder and

1 grounds for COUNTY to terminate this Agreement.

2 F. QUALIFIED INSURER

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

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

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

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	<u>Coverage</u>	<u>Minimum Limits</u>
28	_____	
29	Commercial General Liability	\$1,000,000 per occurrence
30	_____	\$2,000,000 aggregate
31	_____	
32	Automobile Liability including coverage-	\$1,000,000 per occurrence
33	for owned, non-owned, and hired vehicles (4 passengers or less)	
34	_____	
35	Workers' Compensation	Statutory
36	_____	
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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

H. REQUIRED COVERAGE FORMS

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

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

I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

J. All insurance policies required by this Agreement 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

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

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

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

12 NM. If CONTRACTOR’s Professional Liability, ~~Technology Errors & Omissions~~ and/or Network
13 Security & Privacy Liability are “Claims -Made” policies, CONTRACTOR shall agree to maintain
14 coverage for two (2) years following the completion of the Agreement.

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

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

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

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

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

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

35 UR. SUBMISSION OF INSURANCE DOCUMENTS

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

37 a. Prior to the start date of this Agreement.

1 b. No later than the expiration date for each policy.
2 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
3 changes to any of the insurance ~~requirements~~types as set forth in ~~the Coverage~~ Subparagraph G, above.

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

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

9 a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR
10 pursuant to any and all ~~Agreements~~agreements between COUNTY and CONTRACTOR until such time
11 that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement
12 are submitted to ADMINISTRATOR.

13 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late
14 COI or endorsement for each business day, pursuant to any and all ~~Agreements~~agreements between
15 COUNTY and

16 #
17 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance
18 provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

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

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

24 **XIII. INSPECTIONS AND AUDITS**

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

35 B. CONTRACTOR shall actively participate and cooperate with any person specified in
36 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this
37

1 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such
2 evaluation or monitoring.

3 C. AUDIT RESPONSE

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

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

17 #

18 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare ~~and file with~~
19 ~~ADMINISTRATOR, an annual, independent, organization wide audit of related expenditures~~ Single
20 Audit as ~~may be~~ required ~~during by 31 USC 7501 – 7507, as well as its implementing regulations under 2~~
21 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
22 Federal Awards. CONTRACTOR shall forward the ~~term of this Agreement~~ Single Audit to
23 ADMINISTRATOR within fourteen (14) calendar days of receipt.

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

28 **XIV. LICENSES AND LAWSLAW**

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

~~B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

~~B. 1. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days of the award of this Agreement:~~

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

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

~~c. A certification that CONTRACTOR has fully complied with all applicable federal and state reporting requirements regarding its employees;~~

~~d. A certification that CONTRACTOR has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, and will continue to so comply.~~

~~2. Failure of CONTRACTOR to timely submit the data and/or certifications required by Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.~~

~~//~~

~~//~~

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

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

~~1. ARRA of 2009.~~

~~2. 2. Trafficking Victims Protection Act of 2000.~~

~~3. WIC, Division 5, Community Mental Health Services.~~

~~43. WIC, Division 6, Admissions and Judicial Commitments.~~

~~54. WIC, Division 7, Mental Institutions.~~

~~65. HSC, §§1250 et seq., Health Facilities.~~

~~76. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.~~

~~87. CCR, Title 9, Rehabilitative and Developmental Services.~~

~~8. 9. CCR, Title 17, Public Health.~~

~~10. 9. CCR, Title 22, Social Security.~~

~~110. CFR, Title 42, Public Health.~~

- ~~1~~ ~~1211.~~ CFR, Title 45, Public Welfare.
- ~~2~~ ~~1312.~~ USC Title 42. Public Health and Welfare.
- ~~3~~ ~~1413.~~ Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- ~~4~~ ~~1514.~~ 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- ~~5~~ ~~1615.~~ 42 USC §1857, et seq., Clean Air Act.
- ~~6~~ ~~1716.~~ 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- ~~7~~ ~~1817.~~ 31 USC 7501.70, Federal Single Audit Act of 1984.
- ~~8~~ 18. Policies and procedures set forth in Mental Health Services Act.
- ~~9~~ ~~19. Policies and procedures set forth in Mental Health Services Act.~~
- ~~10~~ ~~20. Policies and procedures set forth in~~ DHCS Letters.
- ~~11~~ ~~2120.~~ HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- ~~12~~ ~~2221.~~ 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

~~15~~

~~16~~ **XV. LITERATURE, ADVERTISEMENTS. LITERATURE, ADVERTISEMENTS, AND**

~~17~~ **SOCIAL MEDIA**

~~18~~ A. Any written information or literature, including educational or promotional materials, distributed

~~19~~ by CONTRACTOR to any person or organization for purposes directly or indirectly related to this

~~20~~ Agreement must be approved at least thirty (30) calendar days in advance and in writing by

~~21~~ ADMINISTRATOR before distribution. For the purposes of this Agreement, distribution of written

~~22~~ materials shall include, but not be limited to, pamphlets, brochures, flyers, newspaper or magazine ads,

~~23~~ and electronic media such as the Internet.

~~24~~ B. Any advertisement through radio, television broadcast, or the Internet, for educational or

~~25~~ promotional purposes, made by CONTRACTOR for purposes directly or indirectly related to this

~~26~~ Agreement must be approved in advance at least thirty (30) calendar days and in writing by

~~27~~ ADMINISTRATOR.

~~28~~ C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly

~~29~~ available social media sites) in support of the services described within this Agreement, CONTRACTOR

~~30~~ shall develop social media policies and procedures and have them available to ADMINISTRATOR upon

~~31~~ reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used

~~32~~ to either directly or indirectly support the services described within this Agreement. CONTRACTOR

~~33~~ shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media

~~34~~ developed in support of the services described within this Agreement. CONTRACTOR shall also include

~~35~~ any required funding statement information on social media when required by ADMINISTRATOR.

~~36~~ D. Any information as described in Subparagraphs A., ~~B.~~ and ~~BC.~~ above shall not imply

~~37~~ endorsement by COUNTY, unless ADMINISTRATOR consents thereto in writing.

1 ~~E. CONTRACTOR shall also clearly explain through these materials that there shall be no unlawful~~
2 ~~use of drugs or alcohol associated with the services provided pursuant to this Agreement, as specified in~~
3 ~~HSC, §11999-11999.3.~~

4
5
6 **XVI. AMOUNT NOT TO EXCEED**

7 ~~**XVII. MAXIMUM OBLIGATION**~~

8 ~~—A.— The Maximum Obligation Total Amount Not to Exceed of COUNTY for services provided in~~
9 ~~accordance with this Agreement is Contract, are as specified in the Referenced Contract Provisions of this~~
10 ~~Agreement Contract, except as allowed for in Subparagraph B. below.~~

11 B.—ADMINISTRATOR may amend the ~~Maximum Obligation Total Amount Not to Exceed~~ by an
12 amount not to exceed ten percent (10%) ~~for of~~ Period One ~~of~~ funding for this ~~Agreement Contract~~.

13
14 ~~**XVIII.**~~

15 **XVII. MINIMUM WAGE LAWS**

16 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
17 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal
18 or California Minimum Wage to all its ~~Covered Individuals (as defined within the “Compliance”~~
19 ~~paragraph of this Agreement) employees~~ that directly or indirectly provide services pursuant to this
20 Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all ~~of its Covered~~
21 ~~Individuals contractors or other persons~~ providing services pursuant to this Agreement ~~be paid on behalf~~
22 ~~of CONTRACTOR also pay their employees~~ no less than the greater of the federal or California Minimum
23 Wage.

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

27 #

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

32
33 **XVIII. NONDISCRIMINATION**

34 A. EMPLOYMENT

35 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals ~~(as defined~~
36 ~~in the “Compliance” paragraph of this Agreement)~~ shall not unlawfully discriminate against any employee
37 or applicant for employment because of his/her race, religious creed, color, national origin, ancestry,

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

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

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

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

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

24 6. Each labor union or representative of workers with which CONTRACTOR and/or
25 subcontractor has a collective bargaining agreement or other contract or understanding must post a notice
26 advising the labor union or workers' representative of the commitments under this
27 #
28 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places; available to
29 employees and applicants for employment.

30 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
31 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
32 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability,
33 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,
34 age, sexual orientation, or military and veteran status in accordance with Title IX of the Education
35 Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964
36 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6,
37 Article 1 (§10800, et seq.) of the CCR California Code of Regulations; and Title II of the Genetic

1 Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent
2 rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
3 regulations, as all may now exist or be hereafter amended or changed. For the purpose of this
4 Nondiscrimination paragraph, ~~discrimination~~Discrimination includes, but is not limited to the following
5 based on one or more of the factors identified above:

- 6 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 7 2. Providing any service or benefit to a Client which is different or is provided in a different
8 manner or at a different time from that provided to other Clients.
- 9 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by
10 others receiving any service ~~and~~/or benefit.
- 11 4. Treating a Client differently from others in satisfying any admission requirement or
12 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
13 any service ~~and~~/or benefit.
- 14 5. Assignment of times or places for the provision of services.

15 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Clients
16 through a written statement that CONTRACTOR’s and/or subcontractor’s Clients may file all complaints
17 alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
18 ADMINISTRATOR or ~~the U.S. Department of Health and Human Services’ OCR~~COUNTY’s Patient
19 Rights Office.

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

24 a. COUNTY shall establish a formal resolution and grievance process in the event
25 ~~grievance is not able to be resolved at point of service~~informal processes do not yield a resolution.

26 b. Throughout the problem resolution and grievance process, client rights shall be
27 maintained, including access to the Patients’ Rights Office at any point in the process. Clients shall be
28 informed of their right to access the Patients’ Rights Office at any time.

29 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as
30 to the findings regarding the alleged complaint and, if not satisfied with the decision, ~~has the right to~~
31 ~~request a State Fair Hearing~~may file an appeal.

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

1 | legislation.

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

7 | F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state
8 | law, this Agreement may be canceled, terminated or suspended in whole or in part and CONTRACTOR
9 | or subcontractor may be declared ineligible for further contracts involving federal, state or
10 | COUNTYcounty funds.

11 | **XIX. NOTICES**

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

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

17 | 2. When faxed, transmission confirmed;

18 | 3. When sent by Email; or

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

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

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

29 | D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by
30 | ADMINISTRATOR.

31 | **XX. NOTIFICATION OF DEATHNOTIFICATION OF DEATH**

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

34 | B. All Notifications of Death provided to ADMINISTRATOR by CONTRACTOR shall contain the
35 | name of the deceased, the date and time of death, the nature and circumstances of the death, and the
36 |
37 |

1 name(s) of CONTRACTOR's officers or employees with knowledge of the incident.

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

7 2. WRITTEN NOTIFICATION

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

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

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

19
20 **XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

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

29
30 **XXII. PATIENT'S RIGHTS**

31 ~~A. CONTRACTOR shall post the current California Department of Mental Health Patients' Rights~~
32 ~~poster as well as the Orange County HCA Mental Health Plan Grievance and Appeals poster in~~
33 ~~#~~

34 ~~locations readily available to Clients and staff and have Grievance and Appeal forms in the threshold~~
35 ~~languages and envelopes readily accessible to Clients to take without having to request it on the unit.~~

36 ~~B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an~~
37 ~~internal grievance processes approved by ADMINISTRATOR, to which the beneficiary shall have access.~~

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

4 ~~2. Title IX Rights Advocacy. This process may be initiated by a Client who registers a statutory~~
5 ~~rights violation or a denial or abuse complaint with the County Patients' Rights Office. The Patients'~~
6 ~~Rights office shall investigate the complaint, and Title IX grievance procedures shall apply, which involve~~
7 ~~ADMINISTRATOR'S Director of Behavioral Health Care and the State Patients' Rights Office.~~

8 ~~C. The parties agree that Clients have recourse to initiate an expression of dissatisfaction to~~
9 ~~CONTRACTOR, appeal to the County Patients' Rights Office, file a grievance, and file a Title IX~~
10 ~~complaint. The Patients' Advocate shall advise and assist the Client, investigate the cause of the grievance,~~
11 ~~and attempt to resolve the matter~~

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

14 **XXIV. RECORDS MANAGEMENT AND MAINTENANCE**

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

18 ~~B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards~~
19 ~~to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in~~
20 ~~violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall mitigate to the~~
21 ~~extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal~~
22 ~~or state regulations and/or COUNTY policies.~~

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

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

28 ~~C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,~~
29 ~~preparation, and confidentiality of records related to Client records are met at all times.~~

30 D. CONTRACTOR shall retain all financial records for a minimum of ~~ten (10)~~ seven (7) years from
31 the commencement of the ~~contract~~ Agreement, unless a longer period is required due to legal proceedings
32 such as litigations and/or settlement of claims.

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

35 F. ~~If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may~~
36 ~~provide written approval to CONTRACTOR to maintain records in a single location, identified by~~
37

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

5 #

6 ~~G.~~ 1. The medical records and billing records about individuals maintained by or for a
7 covered health care provider;

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

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

11 ~~G.~~ CONTRACTOR may be required to retain all records involving litigation proceedings and
12 settlement client, and/or patient documentation electronically in accordance with the terms of claims for a
13 longer term as directed by ADMINISTRATOR.

14 ~~H.~~ CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out
15 of, this Agreement, and common business practices. If documentation is retained electronically,
16 CONTRACTOR shall, in the event of an audit or site visit:

17 1. Have documents readily available within forty-eight (48) ~~hours.~~ hour notice of a scheduled
18 audit or site visit.

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

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

22 ~~H.~~ CONTRACTOR shall ~~provide~~ ADMINISTRATOR ensure compliance with requirements
23 pertaining to the privacy and security of PII and/or PHI. CONTRACTOR shall notify COUNTY
24 immediately by telephone call plus email or fax upon the discovery of a Breach of unsecured PHI and/or
25 PII.

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

29 J. CONTRACTOR shall retain all information that is requested by the PRA request client and/or
30 patient medical records for seven (7) years following discharge of the Client and/or patient, with the
31 exception of non-emancipated minors for whom records must be kept for at least one (1) year after such
32 minors have reached the age of eighteen (18) years, or for seven (7) years after the last date of service,
33 whichever is longer.

34
35 **XXIII. RESEARCH AND PUBLICATION**

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

1 publication.

2 //

3 //

4
5 **XXIV. REVENUE**

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

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

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

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

24
25 **XXV. SEVERABILITY**

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

31
32 **XXVI. SPECIAL PROVISIONS**

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

- 35 1. Making cash payments to intended recipients of services through this Agreement.
36 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
37 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use

1 of appropriated funds to influence certain federal contracting and financial transactions).

2 3. Fundraising.

3 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
4 CONTRACTOR's staff, volunteers, ~~interns, consultants, subcontractors, and/or~~ members of the Board of
5 Directors or governing body.

6 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body
7 for expenses or services.

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

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

14 8. Severance pay for separating employees.

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

17 10. Supplanting current funding for existing services.

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

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

21 2. Making phone calls outside of the local area unless documented to be directly for the purpose
22 of ~~Client~~client care.

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

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

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

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

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

31 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
32 CONTRACTOR's clients.

33
34 **XXVII. STATUS OF CONTRACTOR**

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

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

8 9 **XXVIII. TERM**

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

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

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22 **XXIX. TERMINATION**

23 A. Either Partyparty may terminate this Agreement, without cause, upon ~~ninety (90)~~ thirty (30)
24 calendar days' written notice given the other Partyparty.

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

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

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

1 Agreement.

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

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

8 D. CONTINGENT FUNDING

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

- 10 a. The continued availability of federal, state and county funds for reimbursement of
11 COUNTY's expenditures, and
12 b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s)
13 approved by the Board of Supervisors.

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

18 E. In the event this Agreement is suspended or terminated prior to the completion of the term as
19 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole
20 discretion, reduce the ~~Maximum Obligation~~ Amount Not To Exceed of this Agreement in an amount
21 consistent with the reduced term of the Agreement.

22 F. In the event this Agreement is terminated by either ~~Party pursuant to Subparagraphs B., C. or D.~~
23 ~~aboveparty~~, CONTRACTOR shall do the following:

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

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

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

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

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

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

37 7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and

1 supplies purchased with funds provided by COUNTY.

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

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

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

14 **XXX. THIRD PARTY BENEFICIARY**

15 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
16 including, but not limited to, any subcontractors or any clients provided services pursuant to this
17 Agreement.
18

19 **XXXI. WAIVER OF DEFAULT OR BREACH**

20 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
21 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
22 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
23 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
24 Agreement.
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1 IN WITNESS WHEREOF, the ~~parties~~Parties have executed this Agreement, in the County of Orange,
2 State of California.

3
4 ~~COLLEGE COMMUNITY SERVICES~~

5 «CONTRACTOR NAME»

6
7 BY: _____ DATED: _____

8
9
10 TITLE: _____

11
12 BY: _____ DATED: _____

13
14 TITLE: _____

15
16
17
18 COUNTY OF ORANGE

19
20
21 BY: _____ DATED: _____

22 HEALTH CARE AGENCY

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

29
30 BY: _____ DATED: _____

31 DEPUTY

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35 If ~~the contracting party~~CONTRACTOR is a corporation, two (2) signatures are required: one (1) signature by the Chairman of
36 the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief
37 Financial Officer or any Assistant Treasurer. If the ~~contract~~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/HCA.

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EXHIBIT A
~~AGREEMENT TO CONTRACT~~ FOR PROVISION OF
BEHAVIORAL HEALTH CALWORKS SERVICES
BETWEEN
COUNTY OF ORANGE
AND
«CONTRACTOR NAME»
JULY 1, 2022 THROUGH JUNE 30, 2025
~~COLLEGE COMMUNITY SERVICES~~

I. COMMON TERMS AND DEFINITIONS

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

1. Active and On-going Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS, and documentation that the ~~clients~~Clients are receiving services at a level and frequency and duration that is consistent with each ~~client's~~Client's level of impairment and treatment goals and consistent with individualized, solution-focused, evidence-based practices.

2. Admission means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS.

3. Alcohol and Drug Abuse Unit of Service means a face-to-face contact which results in a record of a therapeutic experience in a Client's chart.

4. Best Practices means a term that is often used inter-changeably with "evidence-based practice" and is best defined as an "umbrella" term for three levels of practice, measured in relation to Recovery-consistent mental health practices where the Recovery process is supported with scientific intervention that best meets the needs of the ~~client~~Client at this time.

a. EBP means evidence-based practices and refers to the interventions utilized for which there is consistent scientific evidence showing they improved client outcomes and meets the following criteria: it has been replicated in more than one geographic or practice setting with consistent results; it is recognized in scientific journals by one or more published articles; it has been documented and put into manual forms; it produces specific outcomes when adhering to the fidelity of the model.

b. Promising Practices means that experts believe the practices are likely to be raised to the next level when scientific studies can be conducted and is supported by some body of evidence, (evaluation studies or expert consensus in reviewing outcome data); it has been endorsed by recognized bodies of advocacy organizations and finally, produces specific outcomes.

1 c. Emerging Practices means that the practice(s) seems like a logical approach to addressing
2 a specific behavior which is becoming distinct, recognizable among ~~clients~~Clients and clinicians in
3 practice, or innovators in academia or policy makers; and at least one recognized expert, group of
4 #
5 researchers or other credible individuals have endorsed the practice as worthy of attention based on
6 outcomes; and finally, it produces specific outcomes.

7 5. Cal-Learn means a CalWORKs program that serves pregnant and custodial/parenting teen
8 parents under the age of nineteen (19) years of age who have not obtained a high school diploma or
9 equivalent, and are receiving CalWORKs.

10 6. CalOMS means California Outcomes Measurement System and is a statewide Client-based
11 data collection and outcomes measurement system as required by the ~~state~~State to effectively manage and
12 improve the provision of alcohol and other drug services at the state, COUNTY, and provider levels.

13 7. CalWORKs Child Welfare Behavioral Health Services means therapeutic interventions to
14 protect children's welfare and to promote their healthy development in their family home. There are two
15 types of Child Welfare Behavioral Health Services:

16 a. Mutual Client/Family Maintenance means services provided to families who are
17 receiving CalWORKs funding and FM services through the Social Services Agency's Children and Family
18 Services Program. These families may be voluntarily receiving FM services or the children may remain
19 in their home under the supervision of the Juvenile Court.

20 b. Mutual Client/Family Reunification means services with a mandated goal ordered by the
21 Juvenile Court. FR services are limited to parents of children who are receiving CalWORKs funding
22 when their children are placed in the custody of the Juvenile Court.

23 8. CalWORKs Team means the COUNTY unit responsible for outreach, screening, referral and
24 network coordination for Clients enrolled in the Behavioral Health CalWORKs Services program.

25 9. Case Management Linkage Brokerage means a process of identification, assessment of need,
26 planning, coordination and linking, monitoring and continuous evaluation of ~~client~~Client and of available
27 resources and advocacy through a process of casework activities in order to achieve the best possible
28 resolution to individual needs in the most effective way possible.

29 10. CAT means Crisis Assessment Team and provides ~~twenty-four (24)~~ hour mobile response
30 services to any adult who has a psychiatric emergency. This program assists law enforcement, social
31 service agencies, and families in providing crisis intervention services for the mentally ill. CAT is a
32 multidisciplinary program that conducts risk assessments, initiates involuntary hospitalizations, and
33 provides case management, linkage, follow ups for ~~individuals~~Clients evaluated.

34 11. CESI and CEST mean Client Evaluation of Self at Intake and Client Evaluation of Self and
35 Treatment. They are self-administered survey instruments designed to assess Clients' motivation for
36 change, engagement in treatment, social and peer support, and other psychosocial indicators of progress
37 in recovery.

1 12. Client means an individual, referred by COUNTY or enrolled in a CONTRACTOR's
2 program for services under the Agreement.

3 13. CSU means Crisis Stabilization Unit and refers to a psychiatric crisis stabilization program
4 that operates 24 hours a day that serves Orange County residents, aged 18 and older, who are experiencing
5 a psychiatric crisis and need immediate evaluation. Clients receive a thorough psychiatric evaluation,
6 crisis stabilization treatment, and referral to the appropriate level of continuing care. As a designated
7 outpatient facility, the CSU may evaluate and treat ~~clients~~Clients for no longer than ~~twenty-three (23)~~
8 hours.

9 14. CSW means Clinical Social Worker and refers to an individual who meets the minimum
10 professional and licensure requirements set forth in Title 9, CCR, Section 625, and has two (2) years of
11 post-Master's clinical experience in a mental health setting.

12 15. DATAR means Drug Abuse Treatment Access Report and is the Department of Health Care
13 Services system to collect data on substance use disorder treatment capacity and waiting lists.

14 16. Diagnosis means the definition of the nature of the Client's disorder. When formulating the
15 Diagnosis of a ~~client~~Client, CONTRACTOR shall use the diagnostic codes as specified in the most current
16 edition of the DSM published by the American Psychiatric Association. DSM diagnoses will be recorded
17 on all IRIS documents, as appropriate.

18 17. DSH means Direct Service Hours and refers to a measure in hours and parts of hours that a
19 clinician spends providing Client services. DSH credit is obtained for providing mental health, case
20 management, medication support and crisis intervention service to any Client open in IRIS which includes
21 both billable and non-billable services.

22 18. Engagement means the process by which a trusting relationship between worker and Client(s)
23 is established with the goal to link the individual(s) to the appropriate services. Engagement of Client(s)
24 is the objective of a successful outreach.

25 19. Face-to-Face means an encounter between Client and provider where they are both physically
26 present.

27 20. Intake means the initial face-to-face meeting between a Client and CONTRACTOR's staff
28 and includes an evaluation to determine if the ~~client~~Client meets program criteria and is willing to seek
29 services.

30 21. Intern means an individual enrolled in an accredited graduate program accumulating
31 clinically supervised work experience hours as part of field work, internship, or practicum requirements.
32 Acceptable graduate programs include all programs that assist the student in meeting the educational
33 requirements in becoming a licensed MFT, a licensed CSW, a licensed PCC, or a licensed Clinical
34 Psychologist.

35 22. IRIS means Integrated Records Information System and refers to a collection of applications
36 and databases that serve the needs of programs within COUNTY's Health Care Agency and includes
37 functionality such as registration and scheduling, laboratory information system, billing and reporting

1 capabilities, compliance with regulatory requirements, electronic medical records and other relevant
2 applications.

3 23. Licensed Mental Health Professional means licensed physicians, licensed psychologist,
4 licensed clinical social workers, licensed marriage and family therapists, registered nurses, licensed
5 vocational nurses, and licensed psychiatric technicians.

6 24. Linkage means to assist an individual to connect with a referral.

7 25. Medical Necessity means the requirements as defined in the COUNTY MHP Medical
8 Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis, Impairment
9 Criteria and Intervention Related Criteria.

10 26. Mental Health Rehabilitation Specialist means an individual who has a Bachelor's Degree
11 and at least four years of experience in a mental health setting as a specialist in the fields of physical
12 restoration, social adjustment or vocational adjustment.

13 27. Mental Health Services means interventions designed to provide the maximum reduction of
14 mental disability and restoration or maintenance of functioning consistent with the requirements for
15 learning, development and enhanced self-sufficiency. Services shall include:

16 a. Assessment means a service activity designed to evaluate the current status of a Client's
17 mental or behavioral health. Assessment includes but is not limited to one or more of the following:
18 mental status determination, analysis of the Client's clinical history, analysis of relevant cultural issues
19 and history, diagnosis, and the use of testing procedures.

20 b. Collateral means a significant support person in a ~~beneficiary's~~Client's life and is used
21 to define services provided to them with the intent of improving or maintaining the mental health status
22 of the ~~client~~Client.

23 c. Co-Occurring Integrated Treatment Model means, in evidence-based integrated
24 treatment programs, ~~clients~~Clients who receive a combined treatment for mental illness and substance use
25 disorders from the same practitioner or treatment team.

26 d. Crisis Intervention means a service, lasting less than twenty-four (24) hours, to or on
27 behalf of a Client, for a condition that requires more timely response than a regularly scheduled visit.
28 Service activities include, but are not limited to one or more of the following: assessment, collateral and
29 therapy.

30 e. Rehabilitation means a service activity which includes, but is not limited to, assistance
31 in improving, maintaining, or restoring a Client's or group of Clients' functional skills which includes,
32 but not limited to, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal
33 preparation skills, and support resources and/or medication education.

34 f. Targeted Case Management means services that assist a Client to access needed medical,
35 educational, social, prevocational, vocational, rehabilitative, or other community services. The service
36 activities may include, but are not limited to, communication, coordination, and referral; monitoring
37 service delivery to ensure Client access to service(s) and the service delivery system; monitoring of the

1 Client's progress; and plan development.

2 g. Therapy means a service activity that is a therapeutic intervention that focuses primarily
3 on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an
4 individual or group of beneficiaries and may include family therapy at which the Client is present.

5 28. Mental Health Specialist refers to an individual who has a Bachelor's Degree and four (4)
6 years of experience in a mental health setting and who performs individual and group case management
7 studies.

8 29. Mental Health Unit of Service means one (1) minute of contact with the Client which results
9 in a record of a therapeutic experience in a Client's chart.

10 30. Mental Health Worker means an individual who assists in planning, developing and
11 evaluating mental health services for ~~elient~~; ~~provide~~Client; ~~provides~~ liaison between ~~elient~~Client and
12 service providers; and has obtained a Bachelor's degree in a behavioral science field such as psychology,
13 counseling, or social work, or has two (2) years of experience providing client related services to
14 ~~elient~~clients experiencing mental health, drug abuse or alcohol disorders. Education in a behavioral
15 science field such as psychology, counseling, or social work may be substituted for up to one year of the
16 experience requirement.

17 31. MFT means Marriage and Family Therapist and refers to an individual who meets the
18 minimum professional and licensure requirements set forth in CCR, Title 9, Section 626.

19 32. MORS means Milestones of Recovery Scale and refers to a recovery scale that provides the
20 means of assigning ~~elient~~Client to their appropriate level of care and replaces the diagnostic and acuity of
21 illness-based tools. The scale is used to create a map of the system by determining which milestone(s) or
22 level of recovery (based on the MORS) are the target groups for different programs across the continuum
23 of programs and services offered by COUNTY.

24 33. PCC means Professional Clinical Counselor and refers to an individual who meets the
25 minimum professional and licensure requirements set forth in CCR, Title 9.

26 34. NPI means National Provider Identifier and refers to the standard unique health identifier
27 that was adopted by the Secretary of Health and Human Services under HIPAA. All HIPAA covered
28 healthcare providers, individuals and organizations must obtain an NPI for use to identify themselves in
29 HIPAA standard transactions. The NPI is assigned for life.

30 35. NPP means Notice of Privacy Practices and refers to a document that notifies individuals of
31 uses and ~~disel~~usersdisclosures of PHI that may be made by or on behalf of the health plan or health care
32 provider as set forth in HIPAA.

33 36. Outreach means the outreach to potential Clients to link them to appropriate services and may
34 include activities that involve educating the community about the services offered and requirements for
35 participation in the programs.

36 37. PHI means Protected Health Information and refers to individually identifiable health
37 information usually transmitted by electronic media, maintained in any medium as defined in the

1 regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is
2 created or received by a covered entity and relates to the past, present, or future physical or mental health
3 or condition of an individual, provision of health care to an individual, or the past, present, or future
4 payment for health care provided to an individual.

5 38. Pre-Licensed Therapist means a person who has obtained a Master’s Degree in Social Work
6 or MFT and is registered with the BBS as an Associate Clinical Social Worker or MFT Intern acquiring
7 hours for licensing. An individual’s registration is subject to regulations adopted by the BBS.

8 39. Program Director means an individual who has complete responsibility for the day to day
9 function of the program. The Program Director is the highest level of decision making at a local program
10 level.

11 40. Recovery means a process of change through which individuals improve their health and
12 wellness, live a self-directed life, and strive to reach their full potential, and identifies four major
13 dimensions to support recovery in life:

14 a. Health: Overcoming or managing one’s disease(s) as well as living in a physically and
15 emotionally healthy way;

16 b. Home: A stable and safe place to live;

17 c. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family
18 caretaking, or creative endeavors, and the independence, income and resources to participate in society;
19 and

20 d. Community: Relationships and social networks that provides support, friendship, love,
21 and hope.

22 41. Referral means to send an individual to another person or place for services, help, advice, etc.

23 42. SUD means substance use disorder and refers to a condition in which the use of one or more
24 substances leads to a clinically significant impairment or distress per the DSM-5.

25 43. Supervisory Review means ongoing clinical case reviews in accordance with procedures
26 developed by ADMINISTRATOR, to determine the appropriateness of diagnosis and treatment and to
27 monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards. Supervisory
28 review is conducted by the program/clinic director or designee.

29 44. Therapeutic Activity means activities such as individual counseling, groups, and self-help
30 groups. These activities shall incorporate best practices and evidence-based approaches.

31 45. Token means the security device which allows an individual user to access the-COUNTY’s
32 computer based IRIS.

33 46. WRAP means Wellness Recovery Action Plan and refers to a client self-help technique for
34 monitoring and responding to symptoms to achieve the highest possible level of wellness, stability, and
35 quality of life.

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

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II. BUDGET

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5 A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this
6 Exhibit A to the Agreement ~~and the following. The individual~~ budget, ~~which are set forth for informational~~
7 ~~purposes only and per contractor~~ may be adjusted by mutual agreement, within the aggregate Amount Not
8 To Exceed, in advance and in writing, by ADMINISTRATOR and CONTRACTOR.

9

<u>10</u>	ADMINISTRATIVE COST	CalWORKs
<u>11</u>	— Indirect Costs	\$ 259,130
<u>12</u>	SUBTOTAL ADMINISTRATIVE COST	\$ 259,130
<u>13</u>		
<u>14</u>	PROGRAM COST	
<u>15</u>	— Salaries	\$ 1,094,566
<u>16</u>	— Benefits	258,600
<u>17</u>	— Services and Supplies	374,367
<u>18</u>	SUBTOTAL PROGRAM COST	\$1,727,533
<u>19</u>		
<u>20</u>	TOTAL COST	\$1,986,663
<u>21</u>		
<u>22</u>	REVENUE	
<u>23</u>	— CalWORKs	\$1,986,663
<u>24</u>	TOTAL REVENUE	\$1,986,663
<u>25</u>		
<u>26</u>	TOTAL MAXIMUM OBLIGATION	\$1,986,663

27

28 B. CONTRACTOR and ADMINISTRATOR mutually agree that the ~~Total Budget identified in~~
29 ~~Subparagraph II.A. of this Exhibit A to the Agreement~~ total budget includes Indirect Costs not to exceed
30 fifteen (15%) of Direct Costs, and which may include operating income estimated at two percent (2%).
31 Final settlement paid to CONTRACTOR shall include ~~Indirect Costs~~ indirect costs and such ~~Indirect~~
32 ~~Costs~~ indirect costs may include operating income.

33

34 C. In the event CONTRACTOR collects fees and insurance, including Medicare, for services
35 provided pursuant to the Agreement, CONTRACTOR may make written application to
36 ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the fees
37 and insurance will be utilized exclusively to provide behavioral health services. ADMINISTRATOR
may, at its sole discretion, approve any such retention of revenues. Approval by ADMINISTRATOR

1 shall be in writing to CONTRACTOR and will specify the amount of said revenues to be retained and the
2 quantity of services to be provided by CONTRACTOR. Fees received from private resources on behalf
3 of Medi-Cal Clients shall not be eligible for retention by CONTRACTOR.

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

15 E. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete
16 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type
17 of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect
18 costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will be made
19 in accordance with GAAP and Medicare regulations. If applicable, the Client’s eligibility determination
20 and fee charged to and collected from Clients, together with a record of all billings rendered and revenues
21 received from any source, on behalf of Client treated pursuant to the Agreement, must be reflected in
22 CONTRACTOR’s financial records.

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

25 **III. PAYMENTS**

26 A. BASIS FOR REIMBURSEMENT – COUNTY shall pay CONTRACTOR for the actual costs of
27 providing the services described hereunder, less revenues which are actually received by
28 CONTRACTOR; provided, however, that CONTRACTOR’s costs are allowable pursuant to COUNTY,
29 state, and federal regulations. Non-compliance will require the completion of CAP by CONTRACTOR.
30 If CAPs are not completed within timeframes approved by ADMINISTRATOR, payments may be
31 reduced accordingly. Furthermore, if CONTRACTOR is ineligible to provide services due to
32 non-compliance with licensure and/or certification standards of the state or COUNTY,
33 ADMINISTRATOR may elect to reduce COUNTY’s ~~maximum obligation~~ Amount Not To Exceed
34 proportionate to the length of time that CONTRACTOR is ineligible to provide services.

35 B. PAYMENT METHOD – COUNTY shall pay CONTRACTOR monthly in arrears the actual cost
36 of the services, less revenues that are actually received by CONTRACTOR provided, however, that the
37

1 total of such payments shall not exceed the COUNTY's ~~Maximum Obligation Amount Not To Exceed~~.
2 CONTRACTOR's invoice shall be on a form approved or provided by ADMINISTRATOR and shall
3 provide such information as is required by ADMINISTRATOR. Invoices are due by the tenth (~~10th~~20th)
4 calendar day of each month. Invoices received after the due date may not be paid within the same month.
5 Payments to CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after
6 receipt of the correctly completed invoice form.

7 C. All payments are interim payments only, and subject to final settlement in accordance with the
8 Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual
9 cost of providing the services, which may include Indirect Administrative Costs, ~~as identified in~~
10 ~~Subparagraph H.A. of this Exhibit A to the Agreement~~; provided, however, the total of such payment does
11 not exceed the ~~Maximum Obligation Amount Not To Exceed~~ for each period as stated in the Referenced
12 Contract Provisions of the Agreement and provided further, CONTRACTOR's costs are reimbursable
13 pursuant to COUNTY, state, and/or federal regulations. ADMINISTRATOR may, at its discretion, pay
14 supplemental invoices for any month for which the provisional amount specified above has not been fully
15 paid.

16 D. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source
17 documentation including, but not limited to, ledgers, books, vouchers, journals, time sheets, payrolls,
18 appointment schedules, schedules for allocating costs, invoices, bank statements, canceled checks,
19 receipts, receiving records, and records of services provided.

20 E. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue
21 Report as specified in the Reports Paragraph of this Exhibit A to the Agreement. ADMINISTRATOR
22 may use the Expenditure and Revenue Report to determine payment to CONTRACTOR.

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

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

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

30 **IV. REPORTS**

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

33 B. FISCAL

34 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
35 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR
36 and will report actual costs and revenues for CONTRACTOR's program described in the Services
37

1 Paragraph of Exhibit A to the Agreement. Such reports will also include actual productivity as defined
2 by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than the twentieth
3 (20th) calendar day of the month following the report month. CONTRACTOR must request in writing
4 any extensions to the due date of the monthly required reports. If an extension is approved by
5 ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

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

12 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
13 These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a
14 minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to
15 the Agreement and will include the employees' names, licensure status, monthly salary, hire and/or
16 termination date and any other pertinent information as may be required by ADMINISTRATOR. The
17 reports will be received by ADMINISTRATOR no later than twentieth (20th) calendar days following the
18 end of the month being reported. If an extension is approved by ADMINISTRATOR, the total extension
19 will not exceed more than five (5) calendar days.

20 D. PROGRAMMATIC – CONTRACTOR shall provide the following Program Reports in support
21 of CalWORKs services. These reports shall be on a form approved or provided by ADMINISTRATOR.
22 CONTRACTOR shall submit participation reports for each Client served under this Agreement to
23 COUNTY CalWORKs Team and/or SSA CalWORKs worker as directed.

24 1. The Behavioral Health Response (BHR) report shall ~~include, but may not be limited to:~~
25 ~~_____ a. Total number of treatment hours provided by CONTRACTOR.~~
26 ~~_____ b. Treatment participation and progress and the expected date of impairment resolution.~~
27 ~~_____ c. Outcome measurements including:~~
28 ~~_____ 1) Resolved impairments~~
29 ~~_____ 2) Progress towards Welfare To Work Goals~~
30 ~~_____ 3) Employment~~
31 ~~_____ 4) CalWORKs enrollment discontinuance~~
32 ~~_____ 2. The BHR shall~~ be thoroughly and accurately completed for each Client upon completion of
33 intake assessment, discharge, and for each month of service. These reports are to be reviewed by
34 CONTRACTOR's supervisor.

35 a. Initial Assessment BHR report shall be completed and submitted to the COUNTY
36 CalWORKs Team within two (2) working business days of assessment completion. The report shall
37 identify the number of days of and number of hours per day of participation, and the initially proposed

1 schedule of treatment;

2 b. Discharge BHR report shall be completed and submitted to the COUNTY CalWORKs
3 Team within two (2) ~~working days of case~~ business days of case discharge. The report shall include, but
4 not limited to, date of discharge, primary reason for discharge, impairment resolution at discharge, and
5 CalWORKs/WTW status at discharge.

6 c. Monthly BHR report shall be completed and submitted to the COUNTY CalWORKs
7 Team by the seventh (7th) calendar day of the month following the report month. The report shall include,
8 but not limited to, Client's hours of attendance, participation, progress, prognosis, changes in the barriers
9 to employment, and/or recommended accommodations;

10 32. Monthly Contract Report shall contain data such as, but not limited to, Count of Admissions,
11 Discharges, End of the Month Caseloads, Units of Service, Welfare-To-Work (WTW) status for open
12 cases, and staffing and program updates. The report shall be submitted to ADMINISTRATOR by the
13 tenth (10th) calendar day of the month following the report month.

14 43. Monthly Services Report shall contain data such as, but not limited to, services provided and
15 performance measures including Intakes, Treatment Services, Case Management, Treatment Hours,
16 Impairment Resolution Status, Discharges, and ~~Outcomes~~ Outcome Questionnaire (OQ) administration
17 information. This report shall be submitted by the tenth (10th) calendar day of the month following the
18 report month.

19 54. Child Care Log shall be completed and kept by CONTRACTOR. Information on the log shall
20 include the name of CalWORKs Client, name of child/children, date and time signed in, date and time
21 signed out and name of childcare worker. ADMINISTRATOR may request a copy of the Log at any time.

22 65. For CalWORKs Child Welfare Behavioral Health Services cases, the following reports shall
23 be completed and submitted to the SSA Children and Family Services Social Worker.

24 a. Assessment and Treatment Plan Report shall be completed and submitted within thirty
25 (30) calendar days upon completion of the Intake Assessment.

26 b. Progress Report shall be completed and submitted by the tenth (10th) calendar day of
27 each month for each Client served during the preceding month.

28 c. Termination Report shall be completed and submitted within fifteen (15) calendar days
29 of case discharge.

30 E. CESI and CEST – CONTRACTOR shall ensure that CESI and CEST surveys are completed by
31 designated Clients, timely and accurately, and that the surveys contain CONTRACTOR's provider
32 number, Client ID number, responses to all psychosocial questions, responses for other important Client
33 and CONTRACTOR information, and fields are filled and/or marked appropriately. The CESI shall be
34 completed within thirty (30) calendar days of admission, and the CEST shall be completed at mid-point
35 and at completion for those Clients receiving at a minimum forty-five (45) calendar days of treatment.

36 1. CONTRACTOR shall photocopy the CESI and CEST surveys and submit the originals to
37 ADMINISTRATOR, once a month, by the tenth (10th) calendar day of each month or as directed by

1 COUNTY CalWORKs Team.

2 2. CONTRACTOR shall maintain the photocopies of the CESI and CEST documents in Client
3 files.

4 3. CONTRACTOR shall adhere to all COUNTY CESI and CEST transmission, reporting,
5 scoring, and any other guidelines, as stipulated by ADMINISTRATOR, as they may now exist or as they
6 may be revised and/or amended in the future, for the review, use, and analysis of the CESI and CEST.

7 #

8 #

9 F. MONTHLY DATAR – CONTRACTOR shall provide reports under the DATAR, and/or any
10 other State Department of Health Care Services Reporting System in a manner prescribed by
11 ~~ADMINSTRATOR~~ADMINISTRATOR, no later than the fifth (5th) calendar day of the month following
12 report month.

13 G. CONTRACTOR shall ensure that appropriate ~~comments are~~Client participation information is
14 entered into SSA’s ~~CalWIN~~ data system at a minimum of once a month, and otherwise as directed by
15 ADMINISTRATOR.

16 H. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional
17 welfare of Clients, including but not limited to serious physical harm to self or others, serious destruction
18 of property, developments, etc., and which may raise liability issues with COUNTY. CONTRACTOR
19 shall notify COUNTY in writing within twenty-four (24) hours of any such serious adverse incident.
20 CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that
21 adversely affect the quality or accessibility of Client-related services provided by, or under contract with,
22 the COUNTY ~~as identified in the HCA P&Ps~~.

23 I. ~~ADDITIONAL REPORTS—Upon ADMINISTRATOR’s request~~CalOMS – For Substance Use
24 and Co-Occurring cases, CONTRACTOR shall complete a CalOMS encounter and a CalOMS admission
25 record in IRIS within seven (7) calendar days of Client admission. CONTRACTOR shall complete a
26 CalOMS discharge record in IRIS within seven (7) calendar days of Client’s last face to face session.
27 CONTRACTOR shall regularly run a CalOMS error detail report (CEDR) and correct any errors within
28 two (2) business days of posting on the report and continue to recheck until error free. CalOMS Annuals
29 are due thirty (30) calendar days prior to the anniversary date. Any individual provider of services must
30 have an NPI number and be listed in IRIS as the provider of the service conducted prior to performing
31 any clinical services.

32 J. ~~OUTCOME MEASURES – CONTRACTOR shall utilize outcome measures including, but not~~
33 limited to, the Outcome Questionnaire (OQ). CONTRACTOR shall track Client’s symptomology and
34 functioning level and make ~~such~~every effort to improve them through the services provided in the
35 Agreement. CONTRACTOR shall report outcomes and other performance areas as needed by COUNTY.
36 CONTRACTOR shall identify and develop, in conjunction with ADMINISTRATOR, additional
37 performance measures/outcomes and/or program goals as needed. CONTRACTOR shall submit outcome

1 measures data to ADMINISTRATOR at minimum quarterly. Data must be made available in an HCA
2 approved file type. Submissions of data shall be uploaded to an approved secure File Transfer Protocol
3 site.

4 K. CONTRACTOR shall collect data on Client characteristics as specified by ADMINISTRATOR,
5 and on all services through an encounter data system or other method as specified by ADMINISTRATOR.

6 L. CONTRACTOR shall ensure that data and reports submitted are accurate and complete by
7 verifying the accuracy and timeliness of reported data, screening for completeness and consistency, and
8 submitting reports and data in standardized formats as determined appropriate by ADMINISTRATOR.

9 M. CLIENT RECORDS – CONTRACTOR shall maintain adequate Client records in accordance with
10 COUNTY guidelines and DHCS Certification Standards. CONTRACTOR shall ensure Client files include,
11 at minimum, a copy of referral for services, consent for treatment, signed release of information, intake
12 assessment, service/care plan, referrals made, and progress notes. Intakes and treatment plans shall be
13 documented within thirty (30) calendar days in the Client’s record. CONTRACTOR shall maintain and
14 secure Client files in accordance with Federal and State regulations and County requirements. CONTRACTOR
15 shall ensure that Clients’ files are kept confidential and not subject to review with the exception of an audit,
16 program quality assurance review, or other program monitoring requirements.

17 N. ADDITIONAL REPORTS – CONTRACTOR shall provide additional reports as required by
18 ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder.
19 ADMINISTRATOR shall be specific as to the nature of information requested and ~~allow up to thirty (30)~~
20 ~~calendar days for CONTRACTOR to respond.~~ the timeframe the information is needed.

21 J.—O. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
22 Reports Paragraph of this Exhibit A to the Agreement.

23
24 **V. SERVICES**

25 **A. FACILITY**

26 1. FACILITY LOCATION – CONTRACTOR shall maintain facilities which meet the
27 minimum requirements for Behavioral Health Outpatient CalWORKs Services for exclusive use by
28 COUNTY ~~at the following locations, or any other location approved.~~ Contractor shall submit, in advance,
29 in writing, for approval by ADMINISTRATOR: the facility address location.

30

31 CCS North Region	31 CCS East Region	31 CCS West Region
32 501 North Brookhurst, #320	32 2001 E. 4 th Street, #116	32 13950 Milton Ave., #306
33 Anaheim, CA 92804	33 Santa Ana, CA 92705	33 Westminster, CA 92683

34
35 2. FACILITY STANDARDS – The facilities shall meet the following standards:

- 36 a. The facility shall include space to support the services identified within the Agreement.
37 b. CONTRACTOR shall maintain regularly scheduled service hours, from 8:00 a.m. until

1 5:00 p.m., Monday through Friday, with the provision of at least one day per week for early morning or
2 evening hours (before 8:00 a.m. and after 5:00 p.m.) or weekends, when necessary to accommodate
3 Clients unable to participate during normal business hours.

4 #

5 c. CONTRACTOR shall maintain a holiday schedule consistent with COUNTY's holiday
6 schedule, unless otherwise authorized, in advance and in writing, by ADMINISTRATOR.

7 d. ~~The~~CONTRACTOR's Facilities shall:

8 1) Include a space which can be used for the following services/programs:

9 a) Mental Health Services

10 b) Crisis Intervention Services

11 c) Case Management Services

12 d) Substance ~~Abuse~~Use Services

13 2) Be accessible to an area of high eligible Client concentration;

14 3) Be certified by DHCS as a non-residential, outpatient alcohol and drug clinic;

15 4) Have accessible parking for Clients, including spaces for persons with disabilities;

16 5) Be located in a location that is readily accessible by public transportation;

17 6) Be accessible to persons with disabilities; ~~and~~ in accordance with Title 45, Code of

18 Regulations (herein referred to as CFR), Part 84 and the American with Disability Act;

19 7) Have restrooms for men and women, and also have a restroom which is accessible
20 to persons with disabilities;

21 8) Be located in Orange County;

22 9) Have adequate private rooms for individual counseling and groups and a separate
23 administrative area for operations, billing and file storage; and

24 10) Have a safe, drug-free, and welcoming environment and staff.

25 e. NON-SMOKING POLICY – CONTRACTOR shall establish a written non-smoking
26 policy which shall be reviewed and approved by ADMINISTRATOR. At a minimum, the non-smoking
27 policy shall specify the facilities are "smoke free" with designated smoking areas outside the facility.

28 B. INDIVIDUALS TO BE SERVED

29 1. CONTRACTOR shall provide services to all qualified CalWORKs Clients, ~~as listed below,~~
30 living in Orange County. who are referred by the COUNTY CalWORKs Team including:

31 a. WTW ~~participants~~participant(s) who are 18 years of age or older.

32 b. WTW ~~pregnant~~participant(s) 16-17 years of age who are deemed chronically truant by
33 SSA.

34 c. Pregnant and custodial teen parents participating in Cal-Learn.

35 e. Non WTW participants d. Non-Assistance Unit (non-AU) family
36 members whose personal and family needs are challenged by emergent or extraordinary circumstances.

37 2. CONTRACTOR shall provide services to persons who meet at least one of the following

1 criteria:

- 2 a. Person referred by COUNTY CalWORKs Team for substance use disorder services.
- 3 b. Person referred by COUNTY CalWORKs Team for mental health services.

4 C. PROGRAM SERVICES – CONTRACTOR shall provide comprehensive ~~behavioral and~~
5 ~~integrated mental~~ health ~~and substance use~~ services to referred CalWORKs Clients. ~~When appropriate,~~
6 ~~all services~~ Services to CalWORKs Clients shall be vocationally oriented as appropriate to support family
7 self-sufficiency. It is understood by the parties that Clients in the CalWORKs program may have one or
8 more behavioral health problems, for example, mental health, substance use, or co-occurring disorders,
9 and other issues such as domestic violence and/or child welfare that may impair their ability to
10 successfully obtain and maintain employment. Services shall be individualized and incorporate
11 CalWORKs 2.0 approach which focuses on helping people set and achieve their goals and requires an
12 environment with flexibility and a shift to customer-led management focused on goals that address the
13 needs of the entire family.

14 1. OUTREACH & ENGAGEMENT ACTIVITIES – CONTRACTOR shall perform outreach
15 and engagement activities for the purpose of encouraging Clients who have been referred for treatment.
16 Such outreach and engagement activities may include, but are not limited to, phone calls, outreach letters,
17 home visits, and ~~collaborate~~ collaboration with SSA CalWORKs workers. CONTRACTOR shall contact
18 referred Clients within one (1) business day of receipt of the referral.

19 #

20 2. ASSESSMENT AND EVALUATION SERVICES – CONTRACTOR shall provide a
21 comprehensive psychosocial assessment and must include an evaluation of the Client's current problem,
22 substance use history, mental status, community functioning ~~and,~~ vocational abilities/impairments, and
23 how the behavioral health barriers impair their participation in employment, employment preparation,
24 school requirements or other WTW activities.

25 3. BEHAVIORAL HEALTH ~~EDUCATION~~ PSYCHOEDUCATION – CONTRACTOR shall
26 provide a series of ~~classes~~ behavioral health psychoeducation designed to educate Clients about the
27 relationship between their mental illness and/or substance ~~abuse~~ use symptoms and the ability to function.

28 4. INDIVIDUAL, COUPLES AND FAMILY THERAPY – CONTRACTOR shall provide
29 therapeutic interventions consistent with the treatment plan and the Client's vocational goals.
30 CONTRACTOR shall provide such services to Clients either individually, or with the Client's significant
31 other, or to a Client's family. Services provided shall be based on each Client's unique circumstances and
32 goals to assist the Client with their individual pathway to self-sufficiency. Services shall support a goal-
33 achievement framework of realistic goals based on the strength of the family and the challenges they face.

34 _____
35 5. GROUP THERAPY – CONTRACTOR shall provide ~~therapy to Clients determined~~
36 ~~appropriate for group services. CONTRACTOR shall establish~~ groups as appropriate to ~~meet the needs~~
37 ~~of these Clients. Groups for Clients~~ support Clients in meeting their treatment goals.. Group topics may

1 include, but not be limited to, effect of substance use, recovery, relapse prevention, co-occurring disorders,
2 coping skills, life skills, communication skills, women's issues, domestic violence, parenting skills/issues
3 and job retention. Parenting classes or groups shall be provided pursuant to the CalWORKs Parenting
4 Curriculum which meets the state Welfare and Institution Code and COUNTY standardseffective
5 parenting, money management, budgeting, and job retention. CONTRACTOR shall have group sign-in
6 sheets that contain information including: printed and signed name of the Client, date of group, duration
7 of group (e.g. start and end times), topic of group, number of Clients in group, and printed and signed
8 name of the therapist/counselor(s) conducting the group.

9 6. CO-OCCURRING DISORDER – CalWORKs Clients referred to CONTRACTOR may have
10 a concurrent mental illness and substance use disorder. The primary diagnosis for these Clients shall not
11 be a factor in CONTRACTOR's acceptance of these Clients; therefore, CONTRACTOR shall be expected
12 to provide services to Clients with either a primary diagnosis of mental illness or a primary diagnosis of
13 substance use disorder. CONTRACTOR shall provide both rehabilitative and recovery services to such
14 Clients and ensure that such services address the relationship between these two (2) diagnoses.
15 CONTRACTOR may receive referrals for CalWORKs Clients who are thought to be co-occurring, but
16 are then determined not to have a mental health illness. CONTRACTOR shall ensure that any such Client
17 receives appropriate substance use disorder services.

18 7. DOMESTIC VIOLENCE COUNSELING – When CONTRACTOR has identified that a
19 Client is experiencing a domestic violence issue, CONTRACTOR shall provide therapeutic interventions
20 which focus on the Client's experience with, and/or exposure to, domestic violence.

21 a. CONTRACTOR shall serve both the victim and the perpetrator when the family is
22 working to stay together or reunify.

23 b. Domestic Violence Counseling is intended to eliminate physical, sexual, emotional,
24 and/or fiduciary abuse in an intimate or family relationship. The primary goal of this service is to protect
25 the victim from further harm.

26 c. Issues of substance use and mental illness must be addressed throughout treatment.

27 8. LINKAGES AND REFERRALS – CONTRACTOR shall provide comprehensive
28 information related to community resources and support services such as self-help groups, social services,
29 rehabilitation, vocational and job training or other appropriate services as needed. Based on individual
30 need, CONTRACTOR shall provide referrals and link Clients to such services throughout the course of
31 treatment and prior to discharge.

32 a. For Clients with disabling conditions that are expected to persist for a minimum twelve
33 (12) months, CONTRACTOR shall make appropriate referral and linkage for SSI/SSDI application
34 assistance and coordinate services with WTW case manager.

35 b. For Clients who may need a psychiatric medication evaluation and services and/or need
36 a higher level of care, CONTRACTOR shall make appropriate referral and linkage and coordinate services
37 with providers as appropriate.

1 9. CASE MANAGEMENT – CONTRACTOR shall provide Case Management services which
2 include ~~the process of identification, assessment of need, planning, coordination and linkage, monitoring~~
3 ~~and continuous evaluation of Client and of available resources, and~~ but not limited to, referral, linkage,
4 consultation, advocacy ~~through a process of casework activities in order to achieve the best possible~~
5 ~~resolution to individual needs in the most effective way possible.~~ and service brokerage to assist Clients
6 to access needed medical, educational, social, vocational, rehabilitative or other community services.

7 10. CalWORKs CHILD WELFARE BEHAVIORAL HEALTH SERVICES – CONTRACTOR
8 shall provide therapeutic interventions to protect children’s welfare and promote their healthy
9 development in their family home. CONTRACTOR shall coordinate services with the assigned SSA’s
10 CalWORKs worker -and Children and Family Services (CFS) Senior Social Worker. CONTRACTOR
11 shall acquire the appropriate Release of Information forms and complete the required Program reports as
12 listed in the Reports Paragraph of this Exhibit A to the Agreement.

13 11. CRISIS INTERVENTION – CONTRACTOR shall provide crisis intervention services to or
14 on behalf of a Client for a condition that requires more timely response than a regularly scheduled visit.
15 CONTRACTOR shall provide services to assist Clients to deal/cope with life stressors that severely impair
16 their functioning and/or jeopardize the health and safety of themselves, their family, or others.
17 CONTRACTOR shall coordinate with the HCA’s Crisis Assessment Team program to provide
18 assessments for involuntary hospitalization when necessary and ensure ~~coordination and~~ continuity of
19 care.

20 12. CHILD CARE – CONTRACTOR shall make available onsite child care services to facilitate
21 participation in program services.

22 13. TRANSPORTATION – CONTRACTOR shall provide bus passes or other means of
23 transportation to Clients in need of transportation in order to attend treatment appointments and access
24 services.

25 14. COLLABORATION AND COORDINATION – CONTRACTOR shall establish and
26 maintain productive working relationships with the COUNTY HCA CalWORKs Team, SSA CalWORKs
27 workers, and as applicable, SSA Domestic Abuse Services Unit (DASU) Senior Social Workers, SSA
28 CFS Senior Social Workers, and SSA partners in order (i.e., HCA Cal-Learn, SSA Contracted Case
29 Management staff, Family Resource Centers, and Integrated Job Services staff) to help Clients meet their
30 WTW plan, Educational Plan, and/or other CalWORKs requirements. Each full time clinician/counselor
31 providing direct services to Clients shall spend, at a minimum, four (4) hours per week, or as agreed upon
32 by COUNTY, at the regional SSA CalWORKs office to accommodate Client’s needs, provide services to
33 Clients, coordinate services with SSA CalWORKs workers and Contracted Case Management staff,
34 review CalWORKs case information and WTW status, enter ~~comments in~~ participation information into
35 SSA CalWIN data system, ~~—ete.~~ As needed, CONTRACTOR shall participate ~~in~~
36 collaborative/collaboratively in Client Intervention meetings at SSA including but not be limited to
37 Children & Family Services Team Decision Making, (TDM), and/or CalWORKs Multidisciplinary Team

1 (MDT) meetings. Additionally, CONTRACTOR shall provide case consultation, collaboration and
2 coordination services with CalWORKs/WTW case managers to facilitate successful participation in
3 assigned WTW or Educational activities. CONTRACTOR shall:

4 a. Notify CalWORKs/WTW case managers of any Client who fails to cooperate with an
5 initial evaluation interview or declines to participate in treatment no later than one (1) business day of the
6 missed appointment.

7 b. Inform CalWORKs/WTW case managers of any participation or attendance problems,
8 including unexcused absences, and any significant changes in the Client's treatment hours no later than
9 twenty-four (24) hours after the problem arises;

10 c. Make recommendations to CalWORKs/WTW case managers for a Client to be excused
11 from WTW participation for "Good Cause" as determined by SSA, or "Good Cause" for missing an
12 appointment with HCA, when it appears that the Client's behavioral health disorder(s) interferes with their
13 ability to effectively benefit from required WTW Activities;

14 d. Notify CalWORKs/WTW case managers if a Client has a severe mental health disability
15 that may qualify the Client for SSI/SSDI benefits;

16 e. Participate in conjoint sessions with CalWORKs/WTW case managers and Clients to
17 improve case coordination and service planning;

18 f. Inform CalWORKs/WTW case managers of any supportive services, such as child care
19 or transportation problems, that could impair the Client's ability to achieve self-sufficiency;

20 g. Complete required paperwork if it is determined that a Client may be exempt from
21 participation in WTW activities due to a behavioral health condition.

22 15. EMPLOYMENT/VOCATIONAL SUPPORTIVE SERVICES – CONTRACTOR shall
23 provide employment/vocational supportive services to address behavioral health barriers and assist Clients
24 to be successful in their Welfare-to-Work Plan and ultimately achieve self-sufficiency through
25 employment. Services may include, but ~~not~~ limited to, assisting with career exploration, resume
26 building, job search, job applications, interview preparation, and job coaching. CONTRACTOR shall
27 establish relationships with employers and vocational agencies to network, create job opportunities and
28 facilitate linkage to employment. CONTRACTOR shall work to explore and implement evidence-based
29 best practices in this area. CONTRACTOR shall coordinate services with SSA CalWORKs workers and
30 Contracted Case Management Staff and ensure that services support the Clients' Welfare-To-Work plan.
31 CONTRACTOR shall develop outcome tracking tools, collect and report employment outcomes to
32 ~~ADMINSTRATOR-ADMINISTRATOR.~~

33 16. TRAUMA-INFORMED CARE – CONTRACTOR shall incorporate a trauma-informed care
34 approach in the delivery of behavioral health services.

35 a. A trauma-informed approach includes ~~and an~~ understanding of trauma and an awareness
36 of the impact it can have across settings, services, and populations; it involves viewing trauma through an
37 ecological and cultural lens and recognizing that context plays a significant role in how individuals

1 perceive and process traumatic events; and it involves four key elements:

- 2 1) Realizes the widespread impact of trauma and understands potential paths for
- 3 recovery;
- 4 2) Recognizes the signs and symptoms of trauma in clients, families, staff, and others
- 5 involved with the system;
- 6 3) Responds by fully integrating knowledge about trauma into policies, procedures, and
- 7 practices; and
- 8 4) Seeks to actively resist re-traumatization.

9 b. Trauma-informed care refers to a strengths-based service delivery approach that is
10 grounded in an understanding of and responsiveness to the impact of trauma, that emphasizes physical,
11 psychological, and emotional safety for both providers and individuals served, and that creates
12 opportunities for individuals served to rebuild a sense of control and empowerment. Trauma-informed
13 care model is built on the following core values and principles:

- 14 1) Safe, calm and secure environment with supportive care
- 15 2) System wide understanding of trauma prevalence, impact, and trauma-informed care
- 16 3) Cultural competence
- 17 4) Consumer voice, choice and self-advocacy
- 18 5) Recovery, client-driven and trauma specific services
- 19 6) Healing, hopeful, honest and trusting relationships

20 c. CONTRACTOR shall plan for and employ strategies that reinforce a trauma-informed
21 culture. This includes focusing on organizational activities that foster the development of a trauma-
22 informed workforce, including recruiting, hiring, and retaining trauma-informed staff; providing training
23 on evidence-based and emerging trauma-informed best practices; developing competencies specific to
24 trauma-informed care; addressing ethical considerations; providing trauma-informed supervision; and
25 preventing and treating secondary trauma.

26 17. ~~OUTCOME MEASURES~~—CONTRACTOR shall ~~utilize outcome measures such as, but not~~
27 ~~limited~~provide for translation services or have bilingual personnel available to support Clients who are
28 non-English speaking.

29 ~~D. PERFORMANCE~~, ~~the Outcome Questionnaire (OQ).~~OBJECTIVES - CONTRACTOR shall
30 track and report ~~outcomes and other performance areas as needed by COUNTY. CONTRACTOR shall~~
31 ~~identify and develop objectives in conjunction with monthly programmatic reports and submit to~~
32 ~~ADMINISTRATOR and Adult and Older Adult Performance Outcome Department (APOD), additional~~
33 ~~performance measures/outcomes and/or program goals as needed.~~

34 ~~D. PERFORMANCE OUTCOMES:~~

35 1. At least seventy five percent (75%) of ~~Client intakes (i.e., Clients' first face-to-face intake~~
36 ~~assessment)~~intakes are within ~~two weeksten (10) business days of the admit date. Admit date in the~~
37 ~~Behavioral Health CalWORKs Services Program is the date of the first service (e.g., first phone call to~~

~~the Client, first initial outreach letter, etc.).~~

2. At least ~~eighteen~~^{fifteen} percent (~~48~~¹⁵%) of Clients served will start employment, employment training, and/or educational activities each month.

3. At least thirty ~~eight~~ percent (~~38~~³⁰%) of Clients served will have “Employment Activities” CalWORKs/WTW status at time of discharge.

4. At least ~~forty~~^{fifty} percent (~~40~~⁵⁰%) of Clients served will have “Employment Preparation Activities” CalWORKs/WTW status at time of discharge.

5. At least fifty ~~six~~ percent (~~50~~⁵⁶%) of Clients will have ~~either~~ a “Resolved” or “Partially Resolved” impairment resolution status at time of discharge.

6. CONTRACTOR shall administer a pre and post self-assessment outcome measure tool to a minimum of eighty percent (80%) of referred Clients who begin participation in the program.

7. CONTRACTOR shall demonstrate a minimum of fifty percent (50%) of improvement in the Clients’ symptomology and functioning.

8. Contact one hundred percent (100%) of referred Clients within one (1) business day of receipt of the referral.

9. For all substance use or co-occurring disorder cases, CONTRACTOR shall obtain from eighty percent (80%) of Clients, the completed CESI at the time of intake, and the completed CEST at ninety (90) days, six (6) months, annually, and at completion of treatment.

E. HEALTH, MEDICAL, PSYCHIATRIC AND EMERGENCY SERVICES

1. CONTRACTOR shall ensure that all persons admitted for outpatient substance use or co-occurring disorder treatment services have a health questionnaire completed using form DHCS 5103, or other form approved by ADMINISTRATOR.

2. The health questionnaire is a Client's self-assessment of his/her current health status and shall be completed by Clients.

3. CONTRACTOR shall review the health questionnaire form prior to Client's admission to the substance use or co-occurring disorder program. The completed health questionnaire shall be signed and dated by staff and Client.

4. CONTRACTOR shall file a copy of the health questionnaire in the Client's file.

5. CONTRACTOR shall, based on information provided by Client on the health questionnaire form and as needed, refer Client to licensed medical professionals for physical and laboratory examinations.

a. CONTRACTOR shall obtain a copy of Client's medical clearance or release prior to Client's admission to the program when applicable.

#

b. CONTRACTOR shall file a copy of the referral and clearance in the Client's file.

6. CONTRACTOR shall provide directly or by referral: HIV education, voluntary HIV antibody testing and risk assessment and disclosure counseling.

1 7. CONTRACTOR shall have and post at the location where services are provided, written
2 procedures for obtaining medical or psychiatric evaluation and emergency services.

3 8. CONTRACTOR shall have readily available the name, address, and telephone number for
4 the fire department, a crisis center, local law enforcement, and a paramedical unit or ambulance service.

5 F. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to conduct
6 research activity on COUNTY Clients without obtaining prior written authorization from
7 ADMINISTRATOR.

8 G. CONTRACTOR shall develop all requested and required program specific policies and
9 procedures (P&Ps) and guidelines, and provide to ADMINISTRATOR for review, input, and approval
10 prior to training staff on said P&Ps and prior to accepting any Client admissions to the program. All P&Ps
11 and program guidelines will be reviewed bi-annually at a minimum for updates.

12 H. CONTRACTOR shall provide initial and on-going training and staff development, as requested
13 by ADMINISTRATOR.

14 I. CONTRACTOR shall input all IRIS data following ADMINISTRATOR procedure and practice.
15 All statistical data used to monitor CONTRACTOR shall be compiled using- IRIS reports or other
16 COUNTY CalWORKs reports, if available, and if applicable.

17 J. CONTRACTOR, including each employee that provides services under the Agreement, shall
18 obtain an NPI upon commencement of the Agreement or prior to providing services under the Agreement.
19 All HIPAA covered health care providers, individuals and organizations must obtain a NPI for use to
20 identify themselves in HIPAA standard transactions.

21 K. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by
22 ADMINISTRATOR, all NPI as soon as they are available.

23 L. CONTRACTOR shall provide the NPP to all Clients who receive services under the Agreement
24 at the time of the first service.

25 M. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
26 with respect to any individual(s) who have been referred to CONTRACTOR by ADMINISTRATOR
27 under the terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder
28 will not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or
29 sectarian institution, or religious belief.

30 N. CONTRACTOR shall provide effective Administrative management of the budget, staffing,
31 recording, and reporting portion of the Agreement with ~~the~~-COUNTY, including but not limited to the
32 following. If administrative responsibilities are delegated to subcontractors, ~~the~~-CONTRACTOR must
33 ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated
34 responsibilities.

35 1. Designate the responsible position(s) in your organization for managing the funds allocated
36 to this program;

37 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 Agreement;
6. Effectively communicate and monitor the program for its success;
7. Track and report expenditures electronically;
8. Maintain electronic and telephone communication between key staff and the ~~Contract~~Agreement and Program Administrators; and
9. Act quickly to identify and solve problems.

O. CONTRACTOR shall coordinate with COUNTY, other providers, and community resources.

~~—P~~ P. CONTRACTOR shall establish a Good Neighbor Policy, which shall be reviewed and approved by ADMINISTRATOR. The policy shall include, but not be limited to, staff training to deal with neighbor complaints and staff contact information available to neighboring residents. CONTRACTOR shall work collaboratively to resolve any concerns regarding community relations.

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

VI. STAFFING

A. CONTRACTOR shall establish a written Code of Conduct for employees, volunteers, interns, and members of the Board of Directors which will include, but not be limited to, standards related to the use of drugs and/or alcohol; staff-Client relationships; prohibition of sexual contact with Clients; and conflict of interest. Prior to providing any services pursuant to the Agreement, all members of the Board of Directors, employees, volunteers, and interns will agree in writing to maintain the standards set forth in the Code of Conduct.

B. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement 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 limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring policies and procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

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. CONTRACTOR shall work with ~~the~~ COUNTY or other interpreters for other languages as needed. Direct capacity to conduct culturally and linguistically appropriate engagement and to serve Clients in other languages and ASL is highly desirable. CONTRACTOR shall draw upon cultural strengths and utilize service delivery and assistance in a manner that is trusted by, and familiar to, many of COUNTY's ethnically and culturally diverse populations. Cultural and linguistic appropriateness shall be a continuous focus in the development of the programming, recruitment, and hiring of staff that speak the same

language and have the same cultural background of the Clients to be serviced. This inclusion of COUNTY's multiple cultures will assist in maximizing access to services. CONTRACTOR shall provide education and training to staff to address cultural and linguistic needs of population served. All 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 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 employee benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.

D. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies or filling of vacant positions that occur during the term of the Agreement.

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

F. CONTRACTOR shall, at a minimum, provide ~~the following~~ staffing pattern expressed in FTEs continuously throughout the term of the Agreement. One (1) FTE will be equal to an average of forty (40) hours work per week.

PROGRAM	FTEs
—Regional Director	0.10
—Program Director	1.00
—Office Manager	1.00
—Office Assistant	3.00
—Case Aide	2.50
—Data Analyst	0.35
—Site Supervisor/Clinical Manager	3.00
—Clinician	10.00
—Case Manager	1.00
—Employment Specialist	1.50
SUBTOTAL PROGRAM	23.45
 TOTAL FTEs	 23.45

~~G. CONTRACTOR shall submit staffing pattern to ADMINISTRATOR, in writing and in advance, for review and prior approval.~~

H. WORKLOAD STANDARDS

1. CONTRACTOR shall maintain an average monthly caseload of thirty-five (35) CalWORKs Clients per ~~clinical/counseling clinician~~ FTE, ~~and provide a minimum of fourteen thousand eight hundred~~

~~fifty-six (14,856) DSH.~~ CONTRACTOR and ADMINISTRATOR shall ~~maintain an active and ongoing caseload of three hundred and fifty (350) Clients~~ mutually agree upon annual DSH expectations throughout the term of the Agreement. The parties understand that program caseload is dependent upon COUNTY CalWORKs Team referrals which is based on the number of referrals received from SSA CalWORKs. The parties understand further that ADMINISTRATOR will review services provided quarterly and upon mutual written agreement, units of service may be adjusted.

2. One (1) DSH will be equal to sixty (60) minutes of direct Client service.

3. ~~The~~ CONTRACTOR shall provide an average of one hundred (100) DSHs per month per clinician FTE, or one thousand two hundred (1,200) DSHs per year per FTE of direct service time which may include mental health, substance ~~abuse~~ case management and crisis intervention. CONTRACTOR understands and agrees that this is a minimum standard and shall make every effort to exceed this minimum. CONTRACTOR shall monitor staff productivity and establish expectations, in consultation with COUNTY, in order to maximize the utilization of services and demonstrate efficient and effective management of program staff and resources.

4. CONTRACTOR shall report Alcohol and Drug Units of Service as number of face-to-face contacts.

5. CONTRACTOR shall report Mental Health Units of Service as number of minutes.

HI. All program staff having direct contact with Clients shall, within the first (1st) year of employment, be trained in infectious disease recognition, crisis intervention and to recognize physical and psychiatric symptoms that require appropriate referrals to other agencies. CONTRACTOR shall provide ongoing training in topics related to alcohol and drug use on a yearly basis.

IJ. Staffing levels and qualifications shall meet the requirements ~~of~~ as stated in CCR Title 9, Division 1, Chapter 3, Article 8; Title 9; Division 4, Chapter 8 and/or the State of California Health and Human Services Agency's Department of Health Care Services, Alcohol and/or Other Drug Certification Standards for Outpatient Services.

JK. All clinical staff providing treatment services shall be either licensed, registered interns, such as Associate Clinical Social Workers, ~~MFT Interns~~, Associate Marriage and Family Therapists, Associate Professional Clinical Counselor Interns, (APCC), and/or certified in accordance with state DHCS requirements and professional guidelines, as applicable. CalWORKs staffing shall require that a sufficient number of clinical staff be licensed in order to meet program needs. Personnel files shall include the ethics of their licensing/certifying body for their particular professional designation.

KL. Child Welfare Behavioral Health Services In-Office Counseling shall be provided by staff who are either licensed (LCSW, ~~MFT~~ or psychologist) or registered interns, such as ~~Associate Clinical Social Workers~~ ACSW or ~~MFT Interns~~ AMFT, or possess a Master's Degree in either psychology, sociology, social work, or related field with one (1) to two (2) years' experience in the human services fields.

M. Domestic Violence Counseling shall be provided by staff who are either licensed (LCSW, LMFT

1 or psychologist) or registered interns, such as ACSW or AMFT, or possess a Master's Degree in either
2 psychology, sociology, social work, or related field with one (1) to two (2) years' experience in the human
3 services fields.

4 ~~—L. Domestic Violence Counseling shall be provided by staff who are either licensed (LCSW, MFT~~
5 ~~or psychologist) or registered interns, such as Associate Clinical Social Workers or MFT Interns, or~~
6 ~~possess a Master's Degree in either psychology, sociology, social work, or related field with one (1) to~~
7 ~~two (2) years' experience in the human services fields.~~

8 —M_N. CONTRACTOR shall provide clinical supervision for all registered/waivered employees,
9 interns and volunteers as required by the respective governing licensing board such as the Board of
10 Behavioral Sciences (BBS). For BBS, a least one unit of supervision is required for the first 10 hours of
11 psychotherapy/counseling in any week; one (1) additional unit of supervision is required for 10+ hours of
12 psychotherapy/counseling in a given week; after required hours have been accrued, staff must continue to
13 receive required supervision until a license is issued. Clinical supervision shall be provided by a qualified
14 Licensed Mental Health Professionals (LMHP) within the same legal entity and be documented for all
15 registered/waivered employees, interns and volunteers.

16 ~~NO.~~ CONTRACTOR may augment the above paid staff with volunteers or interns upon written
17 approval of ADMINISTRATOR.

18 1. CONTRACTOR shall provide supervision to volunteers as specified in the respective job
19 descriptions or work contracts.

20 2. An intern is an individual enrolled in an accredited graduate program accumulating clinically
21 supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable
22 graduate programs include all programs that assist the student in meeting the educational requirements in
23 becoming a LMFT, a LCSW, a LPCC, or a licensed Clinical Psychologist.

24 3. Volunteer and student intern services shall not comprise more than twenty percent (20%) of
25 total services provided.

26 ~~OP.~~ All CONTRACTOR staff including intern and volunteer must have an initial Department of
27 Justice live scan finger printing background check prior to hire, and updated annual criminal checks
28 through the internet, utilizing Megan's Law, Orange County Sheriff's, and Orange County Superior
29 Courts. Staff may be hired temporarily pending live scan results as long as all the internet checks have
30 been completed and are acceptable.

31 ~~PQ.~~ CONTRACTOR shall maintain personnel files for each staff member, including the management
32 and other administrative positions, which will include, but not be limited to, an application for
33 employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if
34 applicable), pay rate and evaluations justifying pay increases.

35 ~~QR.~~ CONTRACTOR shall provide pre-employment screening of any staff person including intern
36 and volunteer providing any service pursuant to the Agreement.

37 1. All staff, prior to hiring, shall meet the following requirements:

1 a. No person shall have been convicted of a sex offense for which the person is required to
2 register as a sex offender under California Penal Code section 290.

3 b. No person shall have been convicted of an arson offense – Violation of Penal Code
4 sections 451, 451.1, 452, 452.1, 453, 454, or 455;

5 c. No person shall have been convicted of any violent felony as defined in Penal Code
6 section 667.5, which involve doing bodily harm to another person, for which the staff member was
7 convicted within five years prior to employment;

8 d. No person shall be on parole or probation;

9 e. No person shall participate in the criminal activities of a criminal street gang and/or
10 prison gang; and

11 #

12 f. No person shall have prior employment history of improper conduct, including but not
13 limited to, forging or falsifying documents or drug tests, sexual assault or sexual harassment, or
14 inappropriate behavior with staff or Clients at another treatment facility.

15 2. Exceptions to staffing requirements set forth above may be requested if CONTRACTOR
16 deems the decision will benefit the program. Requests for exceptions shall be submitted in writing and
17 approved in advance by ADMINISTRATOR.

18 ~~—R.—~~ S. STAFF CONDUCT – CONTRACTOR shall establish a written policies and procedures
19 for employees, volunteers, interns, and members of the Board of Directors which shall include, but not be
20 limited to, standards related to the use of drugs and/or alcohol; staff-Client relationships; prohibition of
21 sexual conduct with Clients; prohibition of forging or falsifying documents; and real or perceived conflict
22 of interest. Situations that may be perceived as a conflict of interest shall be brought to
23 ADMINISTRATOR’S attention. Prior to providing any services pursuant to the Agreement all employees,
24 volunteers, and interns shall agree in writing to maintain the standards set forth in the said Policies and
25 Procedures. A copy of the Staff Code of Conduct shall be posted in writing in a prominent place in the
26 treatment facility. Additionally, CONTRACTOR shall ensure that all staff, including interns and
27 volunteers, are trained and have a clear understanding of all P&Ps. CONTRACTOR shall provide
28 signature confirmation of the P&P training for each staff member and place in their personnel files.

29 ST. CONTRACTOR shall ensure that all required staff completes ~~the~~COUNTY’s Annual Provider
30 Training ~~and~~, Annual Compliance Training, and Annual Cultural Competency Training.

31 FU. CONTRACTOR shall ensure compliance with ADMINISTRATOR Standards of Care practices,
32 P&Ps, documentation standards and any state regulatory requirements.

33 ~~—U. COUNTY shall provide, or cause to be provided, training and ongoing consultation to~~
34 ~~CONTRACTOR’s staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR~~
35 ~~Standards of Care practices, P&Ps, documentation standards and any state regulatory requirements.~~

36 ~~—V~~ V. CONTRACTOR shall ensure that staff members who have access to SSA’s facilities,
37 computer/equipment and/or data system complete SSA’s information security and computer usage

1 training, and sign and adhere to any subsequent agreements required by federal or State laws or
2 regulations.

3 W. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of Tokens
4 for appropriate individual staff to access the IRIS at no cost to ~~the~~ CONTRACTOR.

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

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

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

11 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
12 conditions:

- 13 a. Each staff member who no longer supports the Agreement;
- 14 b. Each staff member who no longer requires access to the IRIS;
- 15 c. Each staff member who leaves employment of CONTRACTOR; or
- 16 d. Token is malfunctioning.
- 17 e. Termination of this Agreement.

18 5. ADMINISTRATOR shall issue Tokens for CONTRACTOR’s staff members who require
19 access to the IRIS upon initial training or as a replacement for malfunctioning Tokens.

20 6. CONTRACTOR shall reimburse ~~the~~ ADMINISTRATOR for Tokens lost, stolen, or
21 damaged through acts of negligence.

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

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1 **EXHIBIT**
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EXHIBIT B
AGREEMENT TO CONTRACT FOR PROVISION OF
BEHAVIORAL HEALTH CALWORKS SERVICES
BETWEEN
COUNTY OF ORANGE
AND
BEHAVIORAL HEALTH CALWORKS SERVICES
BETWEEN
COUNTY OF ORANGE
AND COLLEGE COMMUNITY SERVICES

«CONTRACTOR NAME»
JULY 1, 2022 THROUGH JUNE 30, 2025

II. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

5. The ~~parties~~Parties understand and acknowledge that HIPAA, the HITECH Act, and the

1 HIPAA regulations do not pre-empt any state statutes, rules, or regulations that are not otherwise pre-
2 empted by other Federal law(s) and impose more stringent requirements with respect to privacy of PHI.

3 6. The ~~parties~~Parties understand that the HIPAA Privacy and Security rules, as defined below
4 in Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to ~~the~~
5 covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the
6 terms of this Business Associate Contract and the applicable standards, implementation specifications,
7 and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended,

8 #
9 with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed
10 pursuant to the Agreement.

11 B. DEFINITIONS

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

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

18 a. Breach excludes:

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

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

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

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

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

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

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

- 1 4) The extent to which the risk to the PHI has been mitigated.
- 2 3. “Data Aggregation” shall have the meaning given to such term under the HIPAA Privacy
- 3 Rule in 45 CFR § 164.501.
- 4 4. “DRS” shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR
- 5 § 164.501.
- 6 5. “Disclosure” shall have the meaning given to such term under the HIPAA regulations in
- 7 45 CFR § 160.103.
- 8 //
- 9 6. “Health Care Operations” shall have the meaning given to such term under the HIPAA
- 10 Privacy Rule in 45 CFR § 164.501.
- 11 7. “Individual” shall have the meaning given to such term under the HIPAA Privacy Rule in
- 12 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance
- 13 with 45 CFR § 164.502(g).
- 14 8. “Physical Safeguards” are physical measures, policies, and procedures to protect
- 15 CONTRACTOR’s electronic information systems and related buildings and equipment, from natural and
- 16 environmental hazards, and unauthorized intrusion.
- 17 9. “The HIPAA Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable
- 18 Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 19 10. “PHI” shall have the meaning given to such term under the HIPAA regulations in
- 20 45 CFR § 160.103.
- 21 11. “Required by Law” shall have the meaning given to such term under the HIPAA Privacy
- 22 Rule in 45 CFR § 164.103. __
- 23 12. “Secretary” shall mean the Secretary of the Department of Health and Human Services or his
- 24 or her designee.
- 25 13. “Security Incident” means attempted or successful unauthorized access, use, disclosure,
- 26 modification, or destruction of information or interference with system operations in an information
- 27 system. “Security incident” does not include trivial incidents that occur on a daily basis, such as scans,
- 28 “pings”, or unsuccessful attempts to penetrate computer networks or servers maintained by
- 29 CONTRACTOR.
- 30 14. “The HIPAA Security Rule” shall mean the Security Standards for the Protection of
- 31 electronic PHI at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.
- 32 15. “Subcontractor” shall have the meaning given to such term under the HIPAA regulations in
- 33 45 CFR § 160.103.
- 34 16. “Technical safeguards” means the technology and the policy and procedures for its use that
- 35 protect electronic PHI and control access to it.
- 36 17. “Unsecured PHI” or “PHI that is unsecured” means PHI that is not rendered unusable,
- 37 unreadable, or indecipherable to unauthorized individuals through the use of a technology or methodology

1 specified by the Secretary of Health and Human Services in the guidance issued on the
2 HHS Web site.

3 18. "Use" shall have the meaning given to such term under the HIPAA regulations in
4 45 CFR § 160.103.

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

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

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

13 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of
14 45 CFR Part 164 with respect to ~~ePHI~~ electronic PHI COUNTY discloses to CONTRACTOR or
15 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.

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

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

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

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

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

35 9. CONTRACTOR agrees to make internal practices, books, and records, including P&Ps,
36 relating to the use and disclosure of PHI received from, or created or received by CONTRACTOR on
37 behalf of, COUNTY available to COUNTY and the Secretary in a time and manner as determined by

1 COUNTY or as designated by the Secretary for purposes of the Secretary determining COUNTY's
2 compliance with the HIPAA Privacy Rule.

3 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to
4 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
5 and to make information related to such Disclosures available as would be required for COUNTY to
6 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with
7 45 CFR § 164.528.

8 //

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

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

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

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

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

35 16. The Parties acknowledge that federal and state laws relating to electronic data security and
36 privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to
37 provide for procedures to ensure compliance with such developments. The Parties specifically agree to

1 take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH
2 Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon
3 COUNTY's request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY
4 concerning an amendment to this Business Associate Contract embodying written assurances consistent
5 with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other
6 applicable laws. COUNTY may terminate the Agreement upon thirty (30) days written notice in the
7 event:

8 //

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

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

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

17 D. SECURITY RULE

18 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish and
19 maintain appropriate Administrative, Physical and Technical Safeguards in accordance with
20 45 CFR § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to
21 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.
22 CONTRACTOR shall develop and maintain a written information privacy and security program that
23 includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of
24 CONTRACTOR's operations and the nature and scope of its activities.

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

29 3. CONTRACTOR shall ensure the continuous security of all computerized data systems
30 containing electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives,
31 maintains, or transmits on behalf of COUNTY. CONTRACTOR shall protect paper documents
32 containing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
33 or transmits on behalf of COUNTY. These steps shall include, at a minimum:

34 a. Complying with all of the data system security precautions listed under
35 ~~Subparagraph~~ ~~subparagraphs~~ E., below;

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

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

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

9 //

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

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

16 E. DATA SECURITY REQUIREMENTS

17 1. Personal Controls

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

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

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

36 d. Background Check. Before a member of the workforce may access PHI COUNTY
37 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of

COUNTY, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. The CONTRACTOR shall retain each workforce member's background check documentation for a period of three (3) years.

2. Technical Security Controls

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

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

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

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

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

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

1 g. User IDs and Password Controls. All users must be issued a unique user name for
2 accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
3 or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password
4 changed upon the transfer or termination of an employee with knowledge of the password, at maximum
5 within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight characters
6 and must be a non-dictionary word. Passwords must not be stored in readable format on the computer.
7 Passwords must be changed every ninety (90) calendar or business days, preferably every sixty (60)
8 calendar or business days. Passwords must be changed if revealed or

9 //
10 compromised.

11 #
12 Passwords must be composed of characters from at least three (3) of the following four (4) groups from
13 the standard keyboard:

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

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

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

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

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

1 occurrence.

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

5 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to
6 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
7 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is
8 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files
9 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website
10 access, file transfer, and E-Mail.

11 //

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

16 3. Audit Controls

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

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

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

30 4. Business Continuity/Disaster Recovery Control

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

37 b. Data Backup Plan. CONTRACTOR must have established documented procedures to

1 backup such PHI to maintain retrievable exact copies of the PHI. The plan must include a regular schedule
2 for making backups, storing backup offsite, an inventory of backup media, and an estimate of the amount
3 of time needed to restore DHCS PHI or PI should it be lost. At a minimum, the schedule must be a weekly
4 full backup and monthly offsite storage of DHCS data. BCP for ~~CONTRACTOR~~contractor and
5 COUNTY (e.g. the application owner) must merge with the DRP.

6 5. Paper Document Controls

7 a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR
8 creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left unattended
9 at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that
10 information is not being observed by an employee authorized to access the information. Such PHI
11 //
12 in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in
13 baggage on commercial airplanes.

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

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

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

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

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

35 F. BREACH DISCOVERY AND NOTIFICATION

36 1. Following the discovery of a Breach of Unsecured PHI, CONTRACTOR shall notify
37 COUNTY of such Breach, however both ~~parties~~Parties agree to a delay in the notification if so advised

1 by a law enforcement official pursuant to 45 CFR § 164.412.

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

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

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

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

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

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

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

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

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

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

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

29 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
30 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
31 COUNTY.

32 5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation
33 of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that
34 CONTRACTOR made all notifications to COUNTY consistent with this ~~Subparagraph~~ subparagraph F-
35 and as required by the Breach notification regulations, or, in the alternative, that the acquisition, access,
36 use, or disclosure of PHI did not constitute a Breach.

37 6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or its

1 risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.

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

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

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

16 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

26 1) The Disclosure is required by law; or

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

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

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

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

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

3 H. PROHIBITED USES AND DISCLOSURES

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

9 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
10 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
11 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by
12 42 USC § 17935(d)(2).

13 I. OBLIGATIONS OF COUNTY

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

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

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

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

25 J. BUSINESS ASSOCIATE TERMINATION

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

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

30 b. Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure
31 the material Breach or end the violation within thirty (30) calendar or business days, provided termination
32 of the Agreement is feasible.

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

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

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b. CONTRACTOR shall retain no copies of the PHI.

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

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

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EXHIBIT C

AGREEMENT TO CONTRACT FOR PROVISION OF
BEHAVIORAL HEALTH CALWORKS SERVICES

BETWEEN

COUNTY OF ORANGE

AND

«CONTRACTOR NAME»

JULY 1, 2022 THROUGH JUNE 30, 2025

~~BEHAVIORAL HEALTH CALWORKS SERVICES~~

~~BETWEEN~~

~~COUNTY OF ORANGE~~

~~AND~~

~~COLLEGE COMMUNITY SERVICES~~

H. PERSONAL INFORMATION ~~Privacy~~ AND SECURITY CONTRACT

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

14 B. TERMS OF AGREEMENT

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

19 2. Responsibilities of CONTRACTOR

20 _____CONTRACTOR agrees:

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

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

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

36 1) Complying with all of the data system security precautions listed in
37 ~~Subparagraph-subparagraph E-~~ of the Business Associate Contract, Exhibit ~~BD~~ to the Agreement; and

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

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

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

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

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

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

33 h. Breaches and Security Incidents. -During the term of the Agreement, CONTRACTOR
34 agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII
35 or security incident. CONTRACTOR agrees to give notification of any Breachbeach of unsecured DHCS
36 PI and PII or security incident in accordance with Subparagraphsubparagraph F-, of the Business
37 Associate Contract, Exhibit BD to the Agreement.

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

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