

AMENDMENT NO. 2
TO
CONTRACT NO. MA-042-18010715
FOR
PARENT EDUCATION SERVICES

~~This Amendment (“Amendment No. 2”) to Contract No. MA-042-18010715 for Parent Education Services is made and entered into on February 16, 2021 (“Effective Date”) between Olive Crest (“Contractor”), with a place of business at 2130 E. 4th St., Ste. 200, Santa Ana, CA 92705, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5th Street, Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.~~

RECITALS

~~WHEREAS, the Parties executed Contract No. MA-042-18010715 (“Contract”) for Parent Education Services, effective October 1, 2017 through June 30, 2020, in an amount not to exceed \$2,967,343, renewable for two additional one-year periods; and~~

~~WHEREAS, the Parties executed Amendment No. 1 to renew the Contract, effective July 1, 2020 through June 30, 2021, in an amount not to exceed \$1,064,770, for a revised cumulative total amount not to exceed \$4,032,113, renewable for one additional one-year period; and~~

~~WHEREAS, the Parties now desire to enter into this Amendment No. 2 to amend Exhibit A, Budget paragraph in the Contract, for County to continue receiving and Contractor to continue providing the services set forth in the Contract.~~

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

AMENDMENT NO. 3
TO
CONTRACT NO. MA-042-18010715
FOR
PARENT EDUCATION SERVICES

This Amendment (“Amendment No. 3”) to Contract No. MA-042-18010715 for Parent Education Services is made and entered into on July 1, 2021 (“Effective Date”) between Olive Crest (“Contractor”), with a place of business at 2130 East 4th Street, Suite 600, Santa Ana, CA 92705, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5th Street, Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.

RECITALS

WHEREAS, the Parties executed Contract No. MA-042-18010715 ("Contract") for Parent Education Services, effective October 1, 2017 through June 30, 2020, in an amount not to exceed \$2,967,343, renewable for two additional one-year terms; and

WHEREAS, the Parties executed Amendment No. 1 to amend Exhibit A of the Contract and to renew the Contract, effective July 1, 2020 through June 30, 2021, in an amount not to exceed \$1,064,770, for a revised cumulative total amount not to exceed \$4,032,113, renewable for one additional one-year term; and

WHEREAS, the Parties executed Amendment No. 2 to amend Exhibit A, Paragraph II. Budget of the Contract; and

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

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

1. The Contract is renewed for a term of one (1) year, effective July 1, 2021 through June 30, 2022, in an amount not to exceed \$1,494,303 for this renewal term, for a revised cumulative total amount not to exceed \$5,526,416; on the amended terms and conditions.

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TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
Title Page.....	1
Table of Contents	2
Referenced Contract Provisions	4
I. Acronyms	7
II. Alteration of Terms	8
III. Assignment of Debts.....	8
IV. Compliance	8
V. Confidentiality.....	12
VI. Cost Report.....	12
VII. Delegation, Assignment and Subcontracts.....	15
VIII. Employee Eligibility Verification	16
IX. Equipment	17
X. Facilities, Payments and Services.....	18
XI. Indemnification and Insurance	18
XII. Inspections and Audits.....	27
XIII. Licenses and Laws	28
XIV. Literature, Advertisements, and Social Media.....	30
XV. Maximum Obligation.....	30
XVI. Minimum Wage Laws	30
XVII. Nondiscrimination.....	31
XVIII. Notices.....	33
XIX. Notification of Death	34
XX. Notification of Public Events and Meetings	34
XXI. Records Management and Maintenance	35
XXII. Research and Publication.....	36
XXIII. Severability.....	36
XXIV. Special Provisions	37
XXV. Status of Contractor	38
XXVI. Term	38
XXVII. Termination	38
XXVIII. Third Party Beneficiary	40
XXIX. Waiver of Default or Breach.....	40
Signature Page.....	41

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REFERENCED CONTRACT PROVISIONS

~~Term: October 1, 2017 through June 30, 2021~~

~~Period One means the period from October 1, 2017 through June 30, 2018~~

~~Period Two means the period from July 1, 2018 through June 30, 2019~~

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

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

~~Maximum Obligation:~~

~~Period One Maximum Obligation: \$ 837,803~~

~~Period Two Maximum Obligation: 1,064,770~~

~~Period Three Maximum Obligation: 1,064,770~~

~~Period Four Maximum Obligation: 1,064,770~~

~~TOTAL MAXIMUM OBLIGATION: \$ 4,032,113~~

Term: October 1, 2017 through June 30, 2022

Period One means the period from October 1, 2017 through June 30, 2018

Period Two means the period from July 1, 2018 through June 30, 2019

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

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

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

Maximum Obligation:

Period One Maximum Obligation: \$ 837,803

Period Two Maximum Obligation: 1,064,770

Period Three Maximum Obligation: 1,064,770

Period Four Maximum Obligation: 1,064,770

Period Five Maximum Obligation: 1,494,303

TOTAL MAXIMUM OBLIGATION: \$ 5,526,416

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 03-991-0500

CONTRACTOR TAX ID Number: 95-2877102

1
2 **Notices to COUNTY and CONTRACTOR:**

3
4 COUNTY: County of Orange
5 Health Care Agency
6 Contract Services
7 405 West 5th Street, Suite 600
8 Santa Ana, CA 92701-4637
9

10 CONTRACTOR: Olive Crest
11 2130 E. 4th Street, Suite 200
12 Santa Ana, California 92705
13 Donald Verleur, Chief Executive Office
14 Donald-verleur@olivecrest.org
15

16 //

17 //

I. ACRONYMS

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

A.	ARRA	American Recovery and Reinvestment Act
B.	CCC	California Civil Code
C.	CCR	California Code of Regulations
D.	CEO	County Executive Office
E.	CFR	Code of Federal Regulations
F.	CHPP	COUNTY HIPAA Policies and Procedures
G.	COI	Certificate of Insurance
H.	CRN	Crisis Response Network
I.	DHCS	Department of Health Care Services
J.	DRS	Designated Record Set
K.	GAAP	General Accepted Accounting Principles
L.	HCA	Health Care Agency
M.	HHS	Health and Human Services
N.	HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
O.	HSC	California Health and Safety Code
P.	ISO	Insurance Services Office
Q.	MHSA	Mental Health Services Act
R.	NPP	Notice of Privacy Practices
S.	OIG	Office of Inspector General
T.	OMB	Office of Management and Budget
U.	OPM	Federal Office of Personnel Management
V.	PC	State of California Penal Code
W.	PEI	Prevention and Early Intervention
X.	PHI	Protected Health Information
Y.	PII	Personally Identifiable Information
Z.	P&P	Policy and Procedure
AA.	PRA	Public Record Act
AB.	SIR	Self-Insured Retention
AC.	SFTS	Safe from the Start
AD.	TOT	Train the Trainer
AE.	USC	United States Code
AF.	VPE	Violence Prevention Education
AG.	WIC	State of California Welfare and Institutions Code

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II. ALTERATION OF TERMS

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

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

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

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

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

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

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

g. Methodology/Procedure for enforcing disciplinary standards.

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

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

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

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

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

1 to use its own).

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

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

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

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

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

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

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

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

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

35 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's
36 Compliance Program shall use its best efforts to encourage completion by all Covered Individuals;
37 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated

1 representative to complete the General Compliance Training when offered.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. CONFIDENTIALITY

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

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

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

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

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

VI. COST REPORT

~~A. CONTRACTOR shall submit separate Cost Reports for Period One, Period Two and Period Three, or for a portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they are prepared or termination of this Agreement. CONTRACTOR shall prepare the individual and/or consolidated Cost Report in accordance with all applicable federal, state and COUNTY~~

~~requirements, GAAP and the Special Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services, and funding sources in accordance with such requirements and consistent with prudent business practice, which costs and allocations shall be supported by source documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR has multiple Agreements for mental health services that are administered by HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by ADMINISTRATOR. CONTRACTOR shall submit a consolidated Cost Report to COUNTY no later than five (5) business days following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a consolidated Cost Report.~~

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

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

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

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

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

1 | unreasonably denied.

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

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

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

21 | D. If the Cost Report indicates the actual and reimbursable costs of services provided pursuant to
22 | this Agreement, less applicable revenues and late penalty, are lower than the aggregate of interim monthly
23 | payments to CONTRACTOR, CONTRACTOR shall remit the difference to COUNTY. Such
24 | reimbursement shall be made, in cash, or other authorized form of payment, with the submission of the
25 | Cost Report. If such reimbursement is not made by CONTRACTOR within thirty (30) calendar days after
26 | submission of the Cost Report, COUNTY may, in addition to any other remedies, reduce any amount
27 | owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

34 | //

35 | //

36 | //

37 | //

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

Signed _____
 Name _____
 Title _____
 Date _____"

VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

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

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

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

3. If CONTRACTOR is a governmental organization, any change to another structure, including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an

assignment for purposes of this paragraph. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

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

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

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

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

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

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

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

VIII. EMPLOYEE ELIGIBILITY VERIFICATION

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

IX. EQUIPMENT

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

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

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

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

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

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

G. Unless this Agreement is followed without interruption by another agreement between the parties for substantially the same type and scope of services, at the termination of this Agreement for

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any cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this Agreement.

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

X. FACILITIES, PAYMENTS AND SERVICES

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

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

XI. INDEMNIFICATION AND INSURANCE

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

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

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

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

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

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

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

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

~~F. QUALIFIED INSURER~~

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

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

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

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

~~H. REQUIRED COVERAGE FORMS~~

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

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

~~I. REQUIRED ENDORSEMENTS~~

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

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

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

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

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

~~J. All insurance policies required by this 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 all rights of subrogation against the County of Orange, its elected and appointed officials, officers, agents and employees, or provide blanket coverage, which will state **AS REQUIRED BY WRITTEN AGREEMENT.**~~

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

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

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

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

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

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

~~R. SUBMISSION OF INSURANCE DOCUMENTS~~

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

~~a. Prior to the start date of this Agreement.~~
~~b. No later than the expiration date for each policy.~~
~~c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph G, above.~~
~~2. The COI and endorsements shall be provided to the COUNTY at the address as specified in the Referenced Contract Provisions of this Agreement.~~
~~3. If CONTRACTOR fails to submit the COI and endorsements that meet the insurance provisions stipulated in this Agreement by the above specified due dates, ADMINISTRATOR shall have sole discretion to impose one or both of the following:~~
~~a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.~~
~~b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and CONTRACTOR, until such time that the required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.~~
~~c. If CONTRACTOR is assessed a late penalty, the amount shall be deducted from CONTRACTOR's monthly invoice.~~
~~4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.~~

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

B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with COUNTY during the entire term of this Agreement.

C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of

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

D. All SIRs shall be clearly stated on the COI. Any SIR in an amount in excess of fifty thousand dollars (\$50,000) shall specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:

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

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

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

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

F. QUALIFIED INSURER

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

2. If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of

Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

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

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles (4 passengers or less)	\$1,000,000 per occurrence
Passenger vehicles (7 passengers or less)	\$2,000,000 per occurrence
Passenger vehicles (8 passengers or more)	\$5,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims -made
Professional Liability Insurance	\$1,000,000 per claims -made
	\$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

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

1 shall accompany the COI:

2
3 a. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as
4 broad naming the *County of Orange, its elected and appointed officials, officers, agents and employees*
5 as Additional Insureds, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN***
6 ***AGREEMENT.***

7
8 b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at
9 least as broad evidencing that CONTRACTOR's insurance is primary and any insurance or self-insurance
10 maintained by the County of Orange shall be excess and non-contributing.

11 2. The Network Security and Privacy Liability policy shall contain the following endorsements,
12 which shall accompany the COI:

13
14 a. An Additional Insured endorsement naming the *County of Orange, its elected and*
15 *appointed officials, officers, agents and employees* as Additional Insureds for its vicarious liability.

16
17 b. A primary and non-contributing endorsement evidencing that CONTRACTOR's
18 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be
19 excess and non-contributing.

20
21 J. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
22 all rights of subrogation against the *County of Orange, its elected and appointed officials, officers, agents*
23 *and employees*, or provide blanket coverage, which will state ***AS REQUIRED BY WRITTEN***
24 ***AGREEMENT.***

25
26 K. All insurance policies required by this Agreement shall waive all rights of subrogation against
27 the County of Orange, its elected and appointed officials, officers, agents and employees when acting
28 within the scope of their appointment or employment.

29
30 L. CONTRACTOR shall notify COUNTY in writing within thirty (30) calendar days of any policy
31 cancellation and within ten (10) calendar days for non-payment of premium and provide a copy of the
32 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a breach
33 of CONTRACTOR's obligation hereunder and ground for COUNTY to suspend or terminate this
34 Agreement.

35
36 M. If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability are
37 "Claims-Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following
the completion of the Agreement.

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

O. Insurance certificates should be forwarded to the agency/department address specified in the Referenced Contract Provisions of this Agreement.

P. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7) calendar days of notification by CEO/Purchasing or the agency/department purchasing division, it shall constitute a breach of CONTRACTOR’s obligation hereunder and ground for COUNTY to suspend or terminate this Agreement.

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

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

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

T. SUBMISSION OF INSURANCE DOCUMENTS

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

a. Prior to the start date of this Agreement.

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

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

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

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

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

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

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

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

XII. INSPECTIONS AND AUDITS

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

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

C. AUDIT RESPONSE

1. Following an audit report, in the event of non-compliance with applicable laws and

regulations governing funds provided through this Agreement, COUNTY may terminate this Agreement as provided for in the Termination Paragraph or direct CONTRACTOR to immediately implement appropriate corrective action. A plan of corrective action shall be submitted to ADMINISTRATOR in writing within thirty (30) calendar days after receiving notice from ADMINISTRATOR.

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

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

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

XIII. LICENSES AND LAWS

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

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

1 state reporting requirements regarding its employees;

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

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

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

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

- 16 1. ARRA of 2009.
- 17 2. WIC, Division 5, Community Mental Health Services.
- 18 3. WIC, Division 6, Admissions and Judicial Commitments.
- 19 4. WIC, Division 7, Mental Institutions.
- 20 5. HSC, §§1250 et seq., Health Facilities.
- 21 6. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 22 7. CCR, Title 9, Rehabilitative and Developmental Services.
- 23 8. CCR, Title 17, Public Health.
- 24 9. CCR, Title 22, Social Security.
- 25 10. CFR, Title 42, Public Health.
- 26 11. CFR, Title 45, Public Welfare.
- 27 12. USC Title 42. Public Health and Welfare.
- 28 13. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 29 14. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 30 15. 42 USC §1857, et seq., Clean Air Act.
- 31 16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 32 17. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 33 18. Policies and procedures set forth in Mental Health Services Act.
- 34 19. Policies and procedures set forth in DHCS Letters.
- 35 20. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 36 31USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
- 37 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

1 Federal Awards.

2
3 **XIV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

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

23
24 **XV. MAXIMUM OBLIGATION**

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

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

30
31 **XVI. MINIMUM WAGE LAWS**

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

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

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

XVII. NONDISCRIMINATION

A. EMPLOYMENT

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

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

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

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

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

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

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

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

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

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

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

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

37 b. Throughout the problem resolution and grievance process, participant rights shall be

maintained, including access to the Patients' Rights Office at any point in the process. Clients shall be informed of their right to access the Patients' Rights Office at any time.

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

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

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

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

XVIII. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

to any COUNTY property in possession of CONTRACTOR.

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

XIX. NOTIFICATION OF DEATH

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

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

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

2. WRITTEN NOTIFICATION

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

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

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

XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

XXI. RECORDS MANAGEMENT AND MAINTENANCE

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

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

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

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

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

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

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

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

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

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

G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out of, this Contract, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all

information that is requested by the PRA request.

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

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

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

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

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

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

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

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

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

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

XXII. RESEARCH AND PUBLICATION

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

XXIII. SEVERABILITY

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

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XXIV. SPECIAL PROVISIONS

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

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

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

1. Funding travel or training (excluding mileage or parking).
2. Making phone calls outside of the local area unless documented to be directly for the purpose of participant care.
3. Payment for grant writing, consultants, certified public accounting, or legal services.
4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.
5. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
6. Providing inpatient hospital services or purchasing major medical equipment.
7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).
8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's participants.

XXV. STATUS OF CONTRACTOR

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

XXVI. TERM

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

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

XXVII. TERMINATION

A. Either party may terminate this Agreement, without cause, upon thirty (30) calendar days' written notice given the other party.

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

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

1. The loss by CONTRACTOR of legal capacity.
2. Cessation of services.
3. The delegation or assignment of CONTRACTOR's services, operation or administration to another entity without the prior written consent of COUNTY.
4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty required pursuant to this Agreement.

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

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

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

D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

XXVIII. THIRD PARTY BENEFICIARY

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

XXIX. WAIVER OF DEFAULT OR BREACH

Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any default or any breach by CONTRACTOR shall not be considered a modification of the terms of this Agreement.

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

3
4 OLIVE CREST

5
6 BY: _____

DATED: _____

7
8
9 TITLE: _____

10
11
12
13
14
15 COUNTY OF ORANGE

16
17
18 BY: _____

DATED: _____

19 HEALTH CARE AGENCY

20
21
22
23
24 APPROVED AS TO FORM

25 OFFICE OF THE COUNTY COUNSEL

26 ORANGE COUNTY, CALIFORNIA

27
28
29 BY: _____

DATED: _____

30 DEPUTY

31
32
33
34
35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
36 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
37 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
or by-laws whereby the board of directors has empowered said authorized individual to act on its behalf by his or her
signature alone is required by ADMINISTRATOR.

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
PARENT EDUCATION SERVICES
BETWEEN
COUNTY OF ORANGE
AND
OLIVE CREST
OCTOBER 1, 2017 THROUGH JUNE 30, 2020

I. COMMON TERMS AND DEFINITIONS

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

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

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

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

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

E. Booster Session means a one-time intervention with a Participant who is enrolled or have completed the parent training and needs further guidance with a specific presenting problem associated with parenting.

F. Early Intervention means the act of intervening, interfering or interceding at the manifestation of a Behavioral Health Condition, with the intent of measurably improving the condition or to prevent a Behavioral Health Condition from getting worse.

G. Engagement means the process by which a trusting relationship between a worker and Participant is established with the goal to link the Participant to appropriate services.

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

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

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

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

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

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

5 N. Linkage means when an individual is connected to programs or services through warm hand-off
6 or follow-up to ensure the connection is made.

7 O. Live Scan means the technique and the technology used by law enforcement agencies and private
8 facilities to capture fingerprints and palm prints electronically, without the need for the more traditional
9 method of ink and paper.

10 P. Media Events means culturally relevant activities conducted by CONTRACTOR which are
11 coordinated with and publicized by the media, including radio and TV appearances.

12 Q. MHSA means the law that provides funding for expanded community mental health services, also
13 known as Proposition 63.

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

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

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

24 U. PEI means the most recent County of Orange MHSA Prevention and Early Intervention Plan
25 approved by the Orange County MHSA Steering Committee and Board of Supervisors.

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

31 W. Referral means an individual receives information or contacts for services or programs, or an
32 unsuccessful Linkage attempt.

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

34 Y. TAY means Participants between sixteen (16) to twenty-five (25) years of age.

35 Z. Trauma-Exposed Individuals means those who are exposed to traumatic events or prolonged
36 traumatic conditions, including grief, loss and isolation, including those who are unlikely to seek help
37 from any traditional mental health service.

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

AB. Units of Service means the number and/or type of activities the CONTRACTOR will fulfill during a contractual agreement period.

II. BUDGET

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

~~ADMINISTRATIVE COST~~

~~Salaries \$ 29,316~~

~~Benefits 3,481~~

~~Indirect Costs 91,390~~

~~SUBTOTAL ADMINISTRATIVE \$ 124,187~~

~~COST~~

~~PROGRAM COST~~

~~Salaries \$679,608~~

~~Benefits 106,776~~

~~Services and Supplies 81,172~~

~~Subcontractor 73,027~~

~~SUBTOTAL PROGRAM COST \$940,583~~

~~TOTAL GROSS COST \$1,064,770~~

~~REVENUE~~

~~MHSA \$1,064,770~~

~~TOTAL REVENUE \$1,064,770~~

~~TOTAL AMOUNT NOT TO EXCEED \$1,064,770~~

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

<u>PERIOD</u>	
<u>FIVE</u>	
<u>ADMINISTRATIVE COST</u>	
Salaries	\$ 34,584
Benefits	3,913
Indirect Costs	\$ 130,114
<u>SUBTOTAL ADMINISTRATIVE COST</u>	<u>\$ 168,611</u>
<u>PROGRAM COST</u>	
Salaries	\$ 945,684
Benefits	138,600
Services and Supplies	168,381
Subcontractor	73,027
<u>SUBTOTAL PROGRAM COST</u>	<u>\$1,325,692</u>
<u>TOTAL GROSS COST</u>	<u>\$1,494,303</u>
<u>REVENUE</u>	
MHSA	\$1,494,303
<u>TOTAL REVENUE</u>	<u>\$1,494,303</u>
<u>TOTAL MAXIMUM OBLIGATION</u>	<u>\$1,494,303</u>

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

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

1 in accordance with GAAP.

2 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget
3 Paragraph of this Exhibit A to the Agreement.

4 5 **III. PAYMENTS**

6 ~~A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amounts of \$93,089~~
7 ~~per month for Period One, the amount of \$88,730 for Period Two and Period Three, as specified in the~~
8 ~~Referenced Contract Provisions of the Agreement. All payments are interim payments only, and subject~~
9 ~~to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which~~
10 ~~CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided,~~
11 ~~however, the total of such payments does not exceed COUNTY's Maximum Obligation as specified in~~
12 ~~the Referenced Contract Provisions of the Agreement and, provided further, CONTRACTOR's costs are~~
13 ~~reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its~~
14 ~~discretion, pay supplemental invoices for any month for which the provisional amount specified above~~
15 ~~has not been fully paid.~~

16 A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of \$124,525
17 per month for Period Five, as specified in the Referenced Contract Provisions of the Agreement. All
18 payments are interim payments only, and subject to final settlement in accordance with the Cost Report
19 Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of
20 providing the services hereunder; provided, however, the total of such payments does not exceed the
21 COUNTY's Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement
22 and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and/or
23 federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month
24 for which the provisional amount specified above has not been fully paid.

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

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

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

1 to-date actual cost incurred by CONTRACTOR.

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

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

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

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

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

17 18 **IV. REPORTS**

19 **A. FISCAL**

20 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
21 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR
22 and shall report actual costs and revenues for CONTRACTOR's program described in the Services
23 Paragraph of this Exhibit A to the Agreement. Any changes, modifications, or deviations to any approved
24 budget line item must be approved in advance and in writing by ADMINISTRATOR and annotated on
25 the monthly Expenditure and Revenue Report, or said cost
26 deviations may be subject to disallowance. Such reports shall be received by ADMINISTRATOR no
27 later than twenty (20) calendar days following the end of the month being reported.

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

35 B. STAFFING REPORT – CONTRACTOR shall submit monthly Staffing Reports to
36 ADMINISTRATOR. CONTRACTOR's reports shall contain required information, and be on a form
37 acceptable to, or provided by ADMINISTRATOR. CONTRACTOR shall submit these reports no later

than twenty (20) calendar days following the end of the month being reported.

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

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

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

V. SERVICES

A. FACILITIES

1. CONTRACTOR shall maintain facility/(ies) for the provision of Parent Education services described herein at the following location(s), or any other location approved, in advance, in writing, by ADMINISTRATOR. The facility shall include space to support the services identified within the Agreement.

Olive Crest
2130 E. 4th Street, Suite 200
Santa Ana, CA 92705

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

3. CONTRACTOR shall also provide services in community-based facilities including but not limited to school sites and centers throughout all regional areas of COUNTY, when appropriate for more effective provision of services to the participant.

B. PARENT EDUCATION SERVICES

1. CONTRACTOR shall provide culturally and linguistically appropriate parent education services to Orange County residents that are consistent with the COUNTY PEI Plan. CONTRACTOR

1 shall work collaboratively with community partners to ensure that cultural and linguistic needs are
2 outreached to and met.

3 a. These services are intended to educate families about behavioral health and parenting
4 issues, to prevent the development of behavioral health conditions in other members of the family, foster
5 effective parenting skills and family communication; healthy identities and extended family values; child
6 growth and development; and self-esteem. The primary focus of the services is to reach and support
7 families of children and youth 0-18 years of age whose circumstances may make children more vulnerable
8 to mental health issues.

9 2. CONTRACTOR shall utilize the evidence-based Parent Education curricula, Common Sense
10 Parenting®: The Early Years, Common Sense Parenting® of Toddlers and Preschoolers and Common
11 Sense Parenting® of School-Aged Children to provide parent education and support services to parents
12 and/or caregivers with children, ages birth to eighteen years (birth – 18), to address the needs of the family
13 unit whose circumstances may include risk of academic failure, mental health concerns, and/or
14 socioeconomic concerns while placing primary emphasis on parent education, early intervention and
15 prevention, and outcomes monitoring. CONTRACTOR may, in addition, utilize other evidence based
16 curricula, including but not limited to, Trust-Based Relational Intervention (TBRI) for trauma informed
17 services for parents needing enhanced education services.

18 3. CONTRACTOR shall focus on providing services to isolated, hard to reach groups including,
19 but not limited to: deaf and hard of hearing persons, visually impaired, veterans, LGBTQI, ethnic, cultural
20 and linguistic populations, and persons with limited English proficiency.

21 4. CONTRACTOR shall include, but not be limited to, the following services: targeted case
22 management, telephone support, and booster sessions. CONTRACTOR's services shall include:

23 a. Parent education and support course curriculum designed to help parents develop skills
24 to strengthen relationships with their children, increase cooperation, and solve problems.

25 1) Each course shall include six (6) to seven (7) sessions/classes, with (2) two-hour
26 session/class per week.

27 2) Each session/class shall have approximately seven (7) to twelve (12) Participants.

28 b. CONTRACTOR shall provide individual, face-to-face education and support
29 interventions to assist individual participants in their parenting role when participants express a need for
30 additional information or support.

31 c. Child care shall be provided by CONTRACTOR for children of parents/caregivers
32 attending parent education and support services courses. CONTRACTOR shall provide age-appropriate
33 activities to children during child care, including but not limited to social skills building and academic
34 assistance.

35 d. CONTRACTOR shall conduct outreach to develop and maintain CONTRACTOR's own
36 referral sources to ensure sufficient course attendance to meet contractual obligations.

37 C. UNITS OF SERVICE

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

Units of Service	Annual Contracted Units
Total number of courses	200
Total number of sessions	1,300
Total number of unduplicated participants to be served	1,600
Total number of individual interventions	375
Unduplicated number of participants receiving individual interventions	100
Child Care	1,200

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

<u>Units of Service</u>	<u>FY 21-22 Contracted Units</u>
<u>Total number of courses</u>	<u>250</u>
<u>Total number of sessions</u>	<u>1,600</u>
<u>Total number of unduplicated participants to be served</u>	<u>2,000</u>
<u>Total number of individual interventions</u>	<u>475</u>
<u>Unduplicated number of participants receiving individual interventions</u>	<u>150</u>
<u>Children impacted by services</u>	<u>3,000</u>

D. OUTCOME MEASURES

1. CONTRACTOR shall track and implement the following OUTCOME MEASURES.
2. CONTRACTOR shall measure outcomes using pre- and post- tests at the onset and termination of services. Satisfaction and knowledge surveys will be completed to measure increases in knowledge and level of satisfaction of services. CONTRACTOR will ensure that all families in need of resources will receive referrals to community providers. CONTRACTOR shall, at a minimum, achieve the following outcomes:
 - a. On average, Parent/caregivers will report a significant increase in confidence of parenting skills.
 - b. On average, Parent/caregivers will report a significant increase in global health.
3. CONTRACTOR shall utilize ADMINISTRATOR approved forms to collect pertinent data, which would be entered and analyzed for Participant's level of satisfaction, program management, and quality improvement purposes. In addition, CONTRACTOR shall utilize any data collection systems for

tracking Participant enrollment, demographics, trends, and service utilization. CONTRACTOR shall provide the COUNTY with monthly data reports or as needed upon request.

4. CONTRACTOR shall develop a system to track and record the following demographics: number of individuals served based on age groups; race and ethnicity; primary language; culture such as lesbian, gay, bisexual, transgender, questioning, and intersex (LGBTQI), veterans, and others such as hearing impaired.

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

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

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

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

ADMINISTRATION	<u>FTEs</u>
HR Director	0.05
Intensive Services Director	0.20
Executive Director	<u>0.05</u>
ADMINISTRATION SUBTOTAL	0.30
 PROGRAM	
— Program Director	1.00
— Program Supervisor	2.00
— Parent Trainers	8.00
— Child Care Specialist	2.00
— Administrative Assistant	<u>1.00</u>
PROGRAM SUBTOTAL	14.00
 TOTAL FTEs	14.30

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

<u>ADMINISTRATION</u>	<u>FTEs</u>
<u>HR Director</u>	<u>0.05</u>
<u>Regional Family Services Director</u>	<u>0.25</u>
<u>Executive Director</u>	<u>0.06</u>
<u>ADMINISTRATION SUBTOTAL</u>	<u>0.36</u>
<u>PROGRAM</u>	
<u>Program Director</u>	<u>1.00</u>
<u>Program Supervisor</u>	<u>3.00</u>
<u>Parent Trainers</u>	<u>8.00</u>
<u>Child Care Specialist</u>	<u>3.00</u>
<u>Operations Supervisor</u>	<u>1.00</u>
<u>Parent Educator</u>	<u>2.00</u>
<u>Community Involvement Specialist</u>	<u>0.25</u>
<u>Outreach Coordinator</u>	<u>1.00</u>
<u>Administrative Assistant</u>	<u>1.50</u>
<u>PROGRAM SUBTOTAL</u>	<u>20.75</u>
<u>TOTAL FTEs</u>	<u>21.11</u>

B. CONTRACTOR shall make best effort to include bilingual/bicultural services to meet the diverse needs of the community threshold languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be recruited and retained. Any staffing vacancies occurring at a time when bilingual and bicultural composition of the 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 employees benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.

C. 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 be limited to: records of participation in COUNTY-sponsored or other applicable training; recruitment and hiring P&Ps; 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.

D. CONTRACTOR is highly encouraged to augment the above paid staff with qualified and trained volunteers and/or interns upon written approval of ADMINISTRATOR.

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

F. CONTRACTOR shall establish clear Policy and Procedures pertaining to equipment usage (e.g., cell phones, texting devices, and computers). The Policy and Procedures shall address at the minimum the following:

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

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

H. CONTRACTOR shall notify ADMINISTRATOR, in writing, at least seven (7) 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.

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

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

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

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EXHIBIT B
TO AGREEMENT FOR PROVISION OF
PARENT EDUCATION SERVICES
BETWEEN
COUNTY OF ORANGE
AND
OLIVE CREST
OCTOBER 1, 2017 THROUGH JUNE 30, 2020

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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

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

B. DEFINITIONS

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

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

a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

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

2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business

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

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

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

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

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

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

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

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

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

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11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in

1 a time and manner to be determined by COUNTY, that information collected in accordance with the
 2 Agreement, in order to permit COUNTY to respond to a request by an Individual for an accounting of
 3 Disclosures of PHI in accordance with 45 CFR § 164.528.

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

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

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

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

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

36 //

37 a. CONTRACTOR does not promptly enter into negotiations to amend this Business

1 Associate Contract when requested by COUNTY pursuant to this subparagraph C; or

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

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

8 D. SECURITY RULE

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

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

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

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

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

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

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

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37 5. CONTRACTOR shall report to COUNTY immediately any Security Incident of which it

1 becomes aware. CONTRACTOR shall report Breaches of Unsecured PHI in accordance with
2 Subparagraph E below and as required by 45 CFR § 164.410.

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

6 E. DATA SECURITY REQUIREMENTS

7 1. Personal Controls

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

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

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

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

33 2. Technical Security Controls

34 a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY
35 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
36 COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which
37 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 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.

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

1) Upper case letters (A-Z)

2) Lower case letters (a-z)

3) Arabic numerals (0-9)

4) Non-alphanumeric characters (punctuation symbols)

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

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

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

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

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

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

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

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or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a

comprehensive intrusion detection and prevention solution.

3. Audit Controls

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

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

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

4. Business Continuity/Disaster Recovery Control

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

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

5. Paper Document Controls

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

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b. Escorting Visitors. Visitors to areas where PHI COUNTY discloses to CONTRACTOR

1 or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY is contained shall be
2 escorted and such PHI shall be kept out of sight while visitors are in the area.

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

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

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

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

21 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

11 1) The Disclosure is required by law; or

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

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

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

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

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

25 H. PROHIBITED USES AND DISCLOSURES

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

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

35 I. OBLIGATIONS OF COUNTY

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

1 CONTRACTOR's Use or Disclosure of PHI.

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

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

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

10 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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EXHIBIT C
TO AGREEMENT FOR PROVISION OF
PARENT EDUCATION SERVICES
BETWEEN
COUNTY OF ORANGE
AND
OLIVE CREST
OCTOBER 1, 2017 THROUGH JUNE 30, 2020

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

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

with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

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

B. TERMS OF AGREEMENT

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

2. Responsibilities of CONTRACTOR

CONTRACTOR agrees:

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

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

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

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

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

3) If the data obtained by CONTRACTOR from COUNTY includes PII, CONTRACTOR shall also comply with the substantive privacy and security requirements in the CMPPA Agreement between the SSA and the CHHS and in the Agreement between the SSA and DHCS, known

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

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

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

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

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

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

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

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