

1 B. The following documentation may be kept by HCA for participants that may contain identifying
2 information: Referral form, Consent for Participation, Confidentiality Statement, Receipt of Notice of
3 Privacy Practices, Release of Information, Participant's Rights, Demographic/Intake Form, outcome
4 measures, Encounter Documents, progress notes, and any other documents deemed necessary
5 for treatment. Documents will be kept in HCA's Electronic Health Record (EHR) maintained in
6 IRIS data system.

7 C. HCA staff will follow all laws in regards to Mandated Reporting of Child, Elder, or Dependent
8 Adult Abuse. HCA represents that all individuals providing services under this Agreement have signed
9 statements indicating their understanding of and compliance with child abuse and neglect reporting
10 requirements and patient confidentiality under applicable law. These requirements will be provided to
11 HCA in writing by << Name1 >> upon request.

12 D. HCA represents that all employees, contractors, volunteers, or staff who will have contact with
13 participants have a current TB test and have been Live Scanned, before entering properties of <<
14 Name1 >> and will follow volunteer protocols and procedures per << Name1 >> .

15 E. HCA represents that it has developed and implemented a quality control system to ensure the
16 services meet or exceed the standard of care in the community.

17 F. Prevention-oriented services such as parenting education groups or other psychoeducational
18 curriculum groups may be provided to parents and families during evening hours by mutual agreement
19 with the community partner. Community partners will provide sufficient space for the service and
20 identify staff, if any, to be present during the intervention.

21 G. When Early Intervention individual-level services are to be provided to participants, community
22 partners will provide HCA staff with private space, a locking filing cabinet, and a dedicated phone line
23 for the clinician assigned to the site. In addition, community providers are asked to provide necessary
24 supplies, materials, and allow use of their office equipment so that mental health clinicians can conduct
25 mental health services in ways that would enable them to complete their responsibilities at the site.

26 H. When Early Intervention, individual-level, services are to be provided to participants, HCA staff
27 are regarded as a member of the community provider's team: Although not an employee of the
28 community provider, the HCA staff is expected to work closely with the community provider staff, to
29 share non-confidential and confidential information with the staff as appropriate under the conditions
30 noted below, and to assist staff in responding to behavioral health concerns. Administrative aggregate
31 information such as the number of participants seen, the number and theme of therapeutic groups and
32 general concerns raised will be shared.

33 I. When Early Intervention, individual-level, services are provided to participants, HCA staff can
34 acknowledge receipt of a mental health referral and indicate whether a participant has been seen.
35 Compliance with a request to share any other information related to an individual's treatment would
36 require an appropriate release of information signed by the participant or their legal guardian, depending
37 //

1 on the age of the participant. Monthly summary reports of aggregate mental health data will be provided
2 to administration for the community provider upon request.

3 J. << Name1>> staff and HCA staff may meet and confer to ensure continuity of services upon
4 request of either party if appropriate to do so as determined by HCA.

5 K. Efforts will be made to resolve dilemmas that arise from the legal confidentiality requirements
6 that are in place for the HCA and the community partner so that all staff involved with a participant can
7 work together in the participant's best interest while adhering to mandatory mental health laws.

8 9 **III. DISCRETION**

10 << Name1>> reserves the right to refuse entry to its premises or facilities by any agent of HCA who, in
11 the sole discretion of << Name1>>, poses any risk to participants, staff, or property of the community
12 partner.

13 14 **IV. COST OF SERVICE**

15 All costs associated with the delivery of services identified in the Scope of Services section in this
16 Agreement shall be the sole responsibility of the County of Orange, Health Care Agency, Behavioral
17 Health Services, Prevention and Intervention. All costs associated with facilities, facility personnel for
18 the purpose of maintaining the facility and associated tasks, and the costs associated with facility
19 maintenance are the sole responsibility of the << Name1>>.

20 21 **V. INSURANCE**

22 HCA is self-insured for liability including Malpractice Errors and Omissions. Upon request, HCA will
23 provide a Certificate of Self-Insurance with the limits of \$1,000,000 per occurrence.

24 25 **VI. INDEMNIFICATION**

26 << Name1>> agrees to indemnify, defend, and hold COUNTY, its elected and appointed officials,
27 officers, employees, agents and those special districts and agencies for which COUNTY's Board of
28 Supervisors acts as the governing Board ("COUNTY INDEMNITEES") harmless from any claims,
29 demands or liability of any kind or nature, including but not limited to personal injury or property
30 damage, arising from or related to the services, products or other performance provided by COUNTY
31 pursuant to this Agreement that are caused by the sole negligence or willful misconduct of the
32 community partner. If judgment is entered against << Name1>> and COUNTY by a court of competent
33 jurisdiction because of the concurrent active negligence of COUNTY or COUNTY INDEMNITEES, <<
34 Name1>> and COUNTY agree that liability will be apportioned as determined by the court. Neither
35 party shall request a jury apportionment.

36 COUNTY/HCA agrees to defend, indemnify, and hold harmless the community partner and its agents,
37 employees, appointed officials, officers, and governing board members, from and against all claims,

1 damages, losses, and injuries to persons or property and all costs and expenses (including, but not
 2 limited to attorney's fees, costs, and fees of other professional consultants) arising out of or related to the
 3 negligent acts or omissions or willful misconduct of COUNTY or its respective agents, contractors, or
 4 employees, during or related in any way to the COUNTY'S or HCA's obligations under this Agreement
 5 including, but not limited to, the offer or delivery of services, except to the extent arising from the sole
 6 negligence or willful misconduct of the community partner.

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8 **VII. COMPLIANCE WITH LAW AND << NAME1 >> POLICY**

9 The parties will adhere to all applicable laws, regulations, and << Name1 >> policies in the performance
 10 of their respective responsibilities under this Agreement, including but not limited to HIPAA and laws
 11 and regulations related to the confidentiality of participant records, which are incorporated by this
 12 reference.

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14 **VIII. RESPONSIBILITIES**

15 This Agreement describes the mutual agreements and obligations of << Name1 >> and HCA for the sole
 16 purpose of rendering services to community partner participants. It does not place any additional
 17 responsibilities on either party or imply any transfer of responsibility from one to the other or sharing of
 18 statutory responsibilities.

19

20 **IX. NO THIRD PARTY BENEFICIARIES**

21 Nothing in this Agreement, express or implied, is intended or shall be construed to confer on any person
 22 or entity other than the parties hereto any remedy or claim under or by reason of this Agreement or any
 23 term, covenant, or condition hereof, as a third party beneficiary or otherwise.

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25 **X. INDEPENDENT RELATIONSHIP**

26 The parties acknowledge and agree that the relationship created between the << Name1 >> and HCA is
 27 strictly that of an independent contractor with respect to the Services described. Nothing contained in
 28 this Agreement shall be construed as creating any other type of relationship between the parties such as
 29 that of a principal-agent, master-servant, or employer-employee between HCA and << Name1 >>. No
 30 party to this Agreement nor any of its agents shall have any claim hereunder or otherwise against the
 31 other party for payment of employment taxes, workers' compensation, vacation, sick leave, retirement
 32 benefits, social security benefits, disability benefits, unemployment insurance, or employee
 33 compensation or benefits of any kind.

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35 **XI. NONDISCRIMINATION**

36 Neither << Name1 >> nor HCA shall discriminate on the basis of race, religion, sex, sexual orientation,
 37 national origin, age or disability in employment or in the delivery of Services hereunder.

XII. NON-ASSIGNMENT

Neither party shall assign, transfer or subcontract the rights, duties or obligations called for under this Agreement without the written consent of the other party.

XIII. SEVERABILITY

In the event any part of this Agreement should be found invalid, unenforceable, or non-binding, the remaining portion will remain in force and fully binding.

XIV. INTERPRETATION

This Agreement is entered into pursuant to the laws of the State of California and the United States and shall be interpreted pursuant to those laws.

XV. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, representations or understandings between the parties relating to the subject matter hereof. It may be changed or modified only by a supplemental written agreement between the parties.

XVI. CORRESPONDENCE

Correspondence concerning this Agreement will be sent to:

Health Care Agency
Attn: Dawn M. Smith, L.C.S.W.
405 W. 5th Street
Santa Ana, CA 92701

Health Care Agency
Attn: Contract Services
405 W. 5th Street
Santa Ana, CA 92701

<< Name1 >>

Attn:
Address
City, State, Zip

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1 IN WITNESS WHEREOF, duly authorized representatives of the Parties have entered into this
2 Agreement, in the County of Orange as attested to below.

3
4 << Name1 >>

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8 BY: _____ DATED: _____

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10 TITLE:

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14 COUNTY OF ORANGE HEALTH CARE AGENCY

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18 BY: _____ DATED: _____

19 HEALTH CARE AGENCY

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APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By ED
Deputy
Date 12-19-17