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1 XXXV-XXXVI Status of Contractor
 2 35
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 10 37
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EXHIBIT A

PAGE

I. Common Terms and Definitions 1
 II. Budget 2
 III. Payments 3
 IV. Reports 5
 V. Services 5
 VI. Staffing 8
 VII. Reports 9

EXHIBIT B

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I. Business Associate Contract 1

EXHIBIT C

PAGE

I. Personal Information Privacy and Security Contract 1

REFERENCED CONTRACT PROVISIONS

Term: July 1, 20142015 through June 30, 20152016

Maximum Obligation: \$726,711

Basis for Reimbursement: Actual Cost

Payment Method: Provisional

CONTRACTOR DUNS Number: 025-500125

CONTRACTOR TAX ID Number: 95 - 1644034

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Pacific Clinics
800 South Santa Anita Avenue
Arcadia, CA 91006
Contact Name: Sue Shearer, Senior Vice President
Contact Email: Sshearer@pacificclinics.org

Contact E-mail: Sshearer@pacificclinics.org

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I. ACRONYMS

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

- A. AA Alcoholics Anonymous
- AB 109 Assembly Bill 109, 2011 Public Safety Realignment
- ABC Allied Behavioral Care
- ACH Acute Care Hospital
- ADAS Alcohol and Drug Abuse Services
- ADL Activities of Daily Living
- ADP Alcohol and Drug Program
- AES Advanced Encryption Standard
- B. AA Associate of Arts
- C. AFLP Adolescent Family Life Program
- AIDS Acquired Immune Deficiency Syndrome
- AIM Access for Infants and Mothers
- AMHS Adult Mental Health Services
- ARRA American Recovery and Reinvestment Act of 2009
- D. ASAM PPC American Society of Addiction Medicine Patient Placement Criteria
- ASI Addiction Severity Index
- ASIST Applied Suicide Intervention Skills Training
- ASO Administrative Services Organization
- ASRS Alcohol and Drug Programs Reporting System
- BBS Board of Behavioral Sciences
- BCP Business Continuity Plan
- E. BH Base Hospital
- BHS Behavioral Health Services
- CalOMS California Outcomes Measurement System
- CalWORKs California Work Opportunity and Responsibility for Kids
- CAP Corrective Action Plan
- CAT Centralized Assessment Team
- CCC California Civil Code
- F. CCLD (California) Community Care Licensing Division
- CCR California Code of Regulations
- G. CD/DVD Compact Disc/Digital Video or Versatile Disc
- H. CEO County Executive Office
- I. CDCR California Department of Corrections and Rehabilitation

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1	CDSS	California Department of Social Services	
2	CERC	Children's Emergency Receiving Center	
3	CESI	Client Evaluation of Self at Intake	
4	CEST	Client Evaluation of Self and Treatment	
5	CFDA	Catalog of Federal Domestic Assistance	
6	CFR	Code of Federal Regulations	
7	J. CHDP	Child Health and Disability Prevention	
8	CHHS	California Health and Human Services Agency	
9	K. CHPP	COUNTY HIPAA Policies and Procedures	
10	L. CHS	Correctional Health Services	
11	CIPA	California Information Practices Act	
12	M. CMPPA	Computer Matching and Privacy Protection Act	
13	N. COI	Certificate of Insurance	
14	O. CPA	Certified Public Accountant	
15	CSI	Client and Services Information	
16	CSW	Clinical Social Worker	
17	CYBHS	Children and Youth Behavioral Health Services	
18	DATAR	Drug Abuse Treatment Access Report	
19	DCR	Data Collection and Reporting	
20	DD	Dually Diagnosed	
21	DEA	Drug Enforcement Agency	
22	DHCS	California Department of Health Care Services	
23	P. D/MC	Drug/Medi-Cal	
24	DMV	California Department of Motor Vehicles	
25	DoD	US Department of Defense	
26	Q. DPFS	Drug Program Fiscal Systems	
27	DRC	Probation's Day Reporting Center	
28	DRP	Disaster Recovery Plan	
29	R. DRS	Designated Record Set	
30	S. E-Mail	DSM	Diagnostic and Statistical Manual of Mental Disorders
31	DSM-IV	Diagnostic and Statistical Manual of Mental Disorders. 4 th Edition	
32	DSM-V	Diagnostic and Statistical Manual of Mental Disorders. 5 th Edition	
33	EBP	Evidence-Based Practice	
34	EDN	Electronic Mail Disease Notification System	
35	T. HER	EEOC	Equal Employment Opportunity Commission

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1	<u>EHR</u>	Electronic Health Records
2	<u>U.</u>	<u>ePHI</u> Electronic Protected Health Information
3		<u>EPSDT</u> Early and Periodic Screening, Diagnosis, and Treatment
4		<u>ERC</u> Emergency Receiving Center
5		<u>FFS</u> Fee For service
6		<u>FIPS</u> Federal Information Processing Standards
7	<u>V.</u>	<u>FQHC</u> Federally Qualified Health Center
8		<u>FSP</u> Full Service Partnership
9		<u>FTE</u> Full Time Equivalent
10	<u>W.</u>	<u>GAAP</u> Generally Accepted Accounting Principles
11	<u>X.</u>	<u>HAB</u> Federal HIV/AIDS Bureau
12		<u>HCA</u> <u>County of Orange</u> Health Care Agency
13	<u>Y.</u>	<u>HHS</u> Federal Health and Human Services Agency
14		<u>HIPAA</u> Health Insurance Portability and Accountability Act of 1996, Public
15		Law 104-191
16	<u>Z.</u>	<u>HITECH</u> Health Information Technology for Economic and Clinical Health
17		Act, Public Law 111-005
18		<u>HIV</u> Human Immunodeficiency Virus
19		<u>HRSA</u> Federal Health Resources and Services Administration
20		<u>HSC</u> California Health and Safety Code
21	<u>AA.</u>	<u>IBNR</u> Incurred But Not Reported
22		<u>ID</u> -Identification
23	<u>AB.</u>	<u>IEA</u> Information Exchange Agreement
24	<u>AC.</u>	<u>IMD</u> Institute for Mental Disease
25		<u>IOM</u> Institute of Medicine
26		<u>IRIS</u> Integrated Records and Information System
27		<u>ISO</u> Insurance Services Office
28	<u>AD.</u>	<u>NIST</u> <u>ITC</u> Indigent Trauma Care
29		<u>LCSW</u> Licensed Clinical Social Worker
30		<u>LGBTQI</u> Lesbian, Gay, Bisexual, Transgender, Questioning, and Intersex
31		<u>LPS</u> Lanterman/Petris/Short (Act)
32		<u>LPT</u> Licensed Psychiatric Technician
33		<u>MAT</u> Medication Assisted Treatment
34		<u>MEDS</u> Medi-Cal Eligibility Determination System
35		<u>MFT</u> Marriage and Family Therapist
36		<u>MH</u> Mental Health
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1	MHIS	Mental Health Inpatient Services
2	MIHS	Medical and Institutional Health Services
3	MHP	Mental Health Plan
4	MHRC	Mental Health Rehabilitation Centers
5	MHS	Mental Health Specialist
6	MHSA	Mental Health Services Act
7	MORS	Milestones of Recovery Scale
8	MS	Mandatory Supervision
9	MSN	Medical Safety Net
10	MTP	Master Treatment Plan
11	NA	Narcotics Anonymous
12	NIATx	Network Improvement of Addiction Treatment
13	NIH	National Institutes of Health
14	NIST	National Institute of Standards and Technology
15	AE, NOA	Notice of Action
16	NP	Nurse Practitioner
17	NPDB	National Provider Data Bank
18	NPI	National Provider Identifier
19	NPP	Notice of Privacy Practices
20	OCEMS	Orange County Emergency Medical Services
21	OCJS	Orange County Jail System
22	OC-MEDS	Orange County Medical Emergency Data System
23	OCPD	Orange County Probation Department
24	OCR	Federal Office for Civil Rights
25	OCSD	Orange County Sheriff's Department
26	OIG	Federal Office of Inspector General
27	AF, OMB	Federal Office of Management and Budget
28	AG, OPM	Federal Office of Personnel Management
29	AH, ORR	Federal Office of Refugee Resettlement
30	P&P	Policies Policy and Procedures Procedure
31	AI, PI	Personal Information
32	AJ, PA DSS	Payment Application Data Security Standard
33	PAF	Partnership Assessment Form
34	PAR	Prior Authorization Request
35	PBM	Pharmaceutical Benefits Management
36	PC	State of California Penal Code
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1	AK	PCI DSS	Payment Card Industry Data Security Standard
2		PCP	Primary Care Provider
3		PCS	Post-Release Community Supervision
4		PHI	Protected Health Information
5	AL	PI	Personal Information
6		PII	Personally Identifiable Information
7	AM	PRA	California Public Record/Records Act
8	AN	PSAI/ACT	Perinatal Substance Abuse Services Initiative/Assessment and Coordination Team
9		PSC	Professional Services Contract
10		PTRC	Paramedic Trauma Receiving Center
11		QI	Quality Improvement
12		QIC	Quality Improvement Committee
13		RHAP	Refugee Health Assessment Program
14		RHEIS	Refugee Health Electronic Information System
15		RN	Registered Nurse
16		RSA	Remote Site Access
17		SAPTBG	Substance Abuse Prevention and Treatment Block Grant
18		SD/MC	Short-Doyle Medi-Cal
19		SIR	Self-Insured Retention
20			
21	AO	The HITECH Act	The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005
22			
23	AP	SMA	Statewide Maximum Allowable (rate)
24		SNF	Skilled Nursing Facility
25		SR	Supervised Release
26		SRP	Supervised Release Participant
27		SSA	County of Orange Social Services Agency
28		SSI	Supplemental Security Income
29		STP	Special Treatment Program
30		SUD	Substance Use Disorder
31		TAR	Treatment Authorization Request
32		TAY	Transitional Age Youth
33		TB	Tuberculosis
34		TBS	Therapeutic Behavioral Services
35		TRC	Therapeutic Residential Center
36		TTY	Teletypewriter
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TUPP	Tobacco Use Prevention Program
UMDAP	Uniform Method of Determining Ability to Pay
UOS	Units of Service
USC	United States Code
AQ WIC	State of VOLAGs Volunteer
Agencies	
W&IC	California Welfare and Institutions Code
AR WRAP	Wellness Recovery Action Plan
WIC	Women, Infants and Children

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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.

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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.

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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.

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IV. COMPLIANCE

A. 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.

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

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2. CONTRACTOR has the option to adhere to HCA's Compliance Program and Code of Conduct or establish its own, provided CONTRACTOR's Compliance Program and Code of Conduct

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1 have been verified to include all required elements by ADMINISTRATOR's Compliance Officer as
2 described in ~~Subparagraphs~~ subparagraphs below.

3 3. If CONTRACTOR elects to adhere to HCA's Compliance Program and Code of Conduct;
4 the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of award
5 of this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA's
6 Compliance Program and Code of Conduct.

7 4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it
8 shall submit a copy of its Compliance Program, Code of Conduct and relevant policies and procedures to
9 ADMINISTRATOR within thirty (30) calendar days of award of this Agreement. ADMINISTRATOR's
10 Compliance Officer shall determine if ~~CONTRACTOR~~ CONTRACTOR's Compliance Program and
11 Code of Conduct contains all required elements. CONTRACTOR shall take necessary action to meet
12 said standards or shall be asked to acknowledge and agree to ~~the~~ HCA's Compliance Program and Code
13 of Conduct if the CONTRACTOR's Compliance Program and Code of Conduct does not contain all
14 required elements.

15 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the
16 ~~CONTRACTOR~~ CONTRACTOR's Compliance Program and Code of Conduct contains all required
17 elements,
18 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of
19 CONTRACTOR's Compliance Program, Code of Conduct and related policies and procedures.

20
21 6. Failure of CONTRACTOR to submit its Compliance Program, Code of Conduct and
22 relevant policies and procedures shall constitute a material breach of this Agreement. Failure to cure
23 such breach within sixty (60) calendar days of such notice from ADMINISTRATOR shall constitute
24 grounds for termination of this Agreement as to the non-complying party.

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

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

5 2. An Ineligible Person shall be any individual or entity who:
6 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in
7 federal and state health care programs; or
8 b. has been convicted of a criminal offense related to the provision of health care items or
9 services and has not been reinstated in the federal and state health care programs after a period of
10 exclusion, suspension, debarment, or ineligibility.

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

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

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

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

31 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
32 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.
33 Such individual or entity shall be immediately removed from participating in any activity associated
34 with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to
35 CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall
36 promptly return any overpayments within forty-five (45) business days after the overpayment is verified
37

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by ~~the~~ ADMINISTRATOR.

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C. COMPLIANCE TRAINING – ADMINISTRATOR shall make General Compliance Training and Provider Compliance Training, where appropriate, available to Covered Individuals.

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1. CONTRACTOR shall use its best efforts to encourage completion by Covered Individuals; provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated representative to complete all Compliance Trainings when offered.

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

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

4. Each Covered Individual attending training shall certify, in writing, attendance at compliance training. CONTRACTOR shall retain the certifications. Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the certifications.

~~D. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS~~

~~1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner and are consistent with federal, state and county laws and regulations.~~

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

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

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

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

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V. CONFIDENTIALITY

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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.

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~~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 client files, or to exchange information regarding specific clients with COUNTY or other providers of related services contracting with~~

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1 COUNTY.

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

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

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

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16 **VI. COST REPORT**

17 A. CONTRACTOR shall submit a Cost Report to COUNTY no later than sixty (60) calendar days
18 following termination of this Agreement. CONTRACTOR shall prepare the Cost Report in accordance
19 with all applicable federal, state and COUNTY requirements, GAAP and the Special Provisions
20 Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between
21 programs, cost centers, services, and funding sources in accordance with such requirements and
22 consistent with prudent business practice, which costs and allocations shall be supported by source
23 documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon
24 reasonable notice.

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

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

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

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

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

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

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

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

33 E. If the ~~individual and/or consolidated~~ Cost Report indicates the actual and reimbursable costs of
34 services provided pursuant to this Agreement, less applicable revenues and late penalty, are higher than
35 the aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR
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the difference, provided such payment does not exceed the Maximum Obligation of COUNTY.

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

"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

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1 delegation in derogation of this ~~Subparagraph~~ subparagraph shall be void.

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

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

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

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

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

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

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

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

31 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

7
8 **IX. EQUIPMENT**

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

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

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

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

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

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

6 #
7 G. Unless this Agreement is followed without interruption by another agreement between the
8 parties for substantially the same type and scope of services, at the termination of this Agreement for any
9 cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this
10 Agreement.

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

13
14
15 **X. EXPENDITURE AND REVENUE REPORT**

16 A. No later than sixty (60) calendar days following termination of this Agreement,
17 CONTRACTOR shall submit to ADMINISTRATOR, for informational purposes only, an Expenditure
18 Report for the preceding fiscal year, or portion thereof. Such report shall be prepared in accordance with
19 the procedure that is provided by ADMINISTRATOR and GAAP.

20 B. CONTRACTOR may be required to submit periodic Expenditure Reports throughout the term
21 of this Agreement.

22 //
23 //
24 //

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

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

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

35
36 **XII. INDEMNIFICATION AND INSURANCE**

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

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

18 ~~C. C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of~~
19 ~~CONTRACTOR pursuant to this Agreement shall be covered under CONTRACTOR's insurance as an~~
20 ~~Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for~~
21 ~~CONTRACTOR. CONTRACTOR shall not allow subcontractors to work if subcontractors have less~~
22 ~~than the level of coverage required by COUNTY from CONTRACTOR under this Agreement. It is the~~
23 ~~obligation of CONTRACTOR to provide notice of the insurance requirements to every subcontractor~~
24 ~~and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of~~
25 ~~//~~
26 ~~insurance must be maintained by CONTRACTOR through the entirety of this Agreement for inspection~~
27 ~~by COUNTY representative(s) at any reasonable time.~~

28 D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
29 indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an
30 amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the
31 CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report.

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

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35 ~~E.E.~~ QUALIFIED INSURER

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1. The policy or policies of insurance must be issued by an insurer ~~licensed to do business in the state of California (California Admitted Carrier) or have~~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).~~

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2. If the insurance carrier ~~is not an admitted carrier in the state of California and~~ does not have an A.M. Best ~~rating~~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.

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

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<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
Professional Liability Insurance	\$1,000,000 per claims made or per occurrence
	\$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

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H. REQUIRED COVERAGE FORMS

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1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a

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1 substitute form providing liability coverage at least as broad.

2 2. The Business ~~Auto~~Automobile Liability coverage shall be written on ISO form CA 00 01,
3 CA 00 05, CA 001200 12, CA 00 20, or a substitute form providing coverage at least as broad.

4 **H.** REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the
5 following endorsements, which shall accompany the COI:
6 #

7 1. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least
8 as broad naming the County of Orange, its elected and appointed officials, officers, employees, and
9 agents as Additional Insureds.

10 2. A primary non-contributing endorsement evidencing that the CONTRACTOR's insurance
11 is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and
12 non-contributing.

13 **I.** All insurance policies required by this Agreement shall waive all rights of subrogation against
14 the County of Orange and members of the Board of Supervisors, its elected and appointed officials,
15 officers, agents and employees when acting within the scope of their appointment or employment.

16 **J.** The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
17 all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its
18 elected and appointed officials, officers, agents and employees.

19 ~~— K. All insurance policies required by this Agreement~~ **L.** CONTRACTOR shall give notify
20 COUNTY in writing within thirty (30) calendar days notice in the event of any policy cancellation and
21 ten (10) calendar days notice for non-payment of premium. ~~This shall be evidenced by policy provisions~~
22 ~~or an endorsement separate from and provide a copy of the cancellation notice to COUNTY. Failure to~~
23 ~~provide written notice of cancellation may constitute a material breach of the Agreement, upon~~
24 ~~which the COUNTY may suspend or terminate this Agreement.~~

25 **M.** If CONTRACTOR's Professional Liability policy is a "claims made" policy,
26 CONTRACTOR shall agree to maintain ~~professional liability~~Professional Liability coverage for two (2)
27 years following completion of Agreement.

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

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

34 **P.** COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
35 CONTRACTOR does not deposit copies of acceptable ~~COI's~~COIs and endorsements with COUNTY
36 incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement
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may be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal remedies.

PQ. 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.

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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 FG of this Agreement.
2. The COI and endorsements shall be provided to the COUNTY at the address as refereneedspecified 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 COI's COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

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XIII. 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

1 access to any books, documents, and records, including but not limited to, financial statements, general
2 ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly
3 pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an
4 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth
5 in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all
6 reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the
7 premises in which they are provided.

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

12 C. AUDIT RESPONSE

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

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

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

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

32 ~~F. CONTRACTOR shall employ a licensed certified public accountant, who will prepare an annual
33 Single Audit as required by OMB 133. CONTRACTOR shall forward the Single Audit to
34 ADMINISTRATOR within fourteen (14) calendar days of receipt.~~

35
36 **XIV. LICENSES AND LAWS**

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

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10 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

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

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- 35 1. ~~ARRA of 2009.~~
- 36 2. ~~WIC, Divisions~~ Division 5, Community Mental Health Services.

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- 3. ~~WIC, Division 6, Admissions and 9Judicial Commitments.~~
- 4. ~~State of WIC, Division 7, Mental Institutions.~~
- 5. HSC, §§1250 et seq., Health Facilities.
- 6. ~~PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to §§11164-11174.3, Child Abuse and Neglect Reporting Act.~~
- 7. ~~CCR, Title 9, Rehabilitative and Developmental Services.~~
- 8. CCR, Title 17, Public Health.
- 9. CCR, Title 17, and Title 22, Social Security.
- 10. ~~CFR, Title 42 and, Public Health.~~
- 11. CFR, Title 45, Public Welfare.
- 12. ~~USC Title 42, Public Health and Welfare.~~
- 13. ~~Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.~~
- 14. ~~42 USC, Chapter 126, §12101, et seq., the Americans with Disabilities Act of 1990.~~
- 15. ~~42 USC, §114 and §§ 1857, et seq., the Clean Air Act.~~
- 16. ~~33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.~~
- 17. ~~31 USC 7501.70, Federal Single Audit Act of 1984.~~
- 18. ~~Policies and procedures set forth in Mental Health Services Act.~~
- 19. ~~Policies and procedures set forth in DHCS Letters.~~
- 20. ~~HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.~~
- 16. ~~OMB Circulars A-87, A-89, A-110, A-122.~~
- 21. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform
- 22. Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards

XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

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

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

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

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

XVI. MAXIMUM OBLIGATION

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The Maximum Obligation of COUNTY for services provided in accordance with this Agreement is as specified in the Referenced Contract Provisions of this Agreement.

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XVII. NONDISCRIMINATION

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A. EMPLOYMENT

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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 ~~ethnic group identification, race, religion, ancestry, religious creed, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or ancestry, physical or 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 ~~ethnic group identification, race, religion, ancestry, religious creed, color, creed, sex, marital status, national origin, age (40 and over), sexual orientation, medical condition, or ancestry, physical or disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.~~

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2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or

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1 applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or
2 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection
3 for training, including apprenticeship.

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

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

10 5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR
11 and/or subcontractor shall state that all qualified applicants will receive consideration for employment
12 without regard to ~~ethnic group identification, race, religion, ancestry, religious creed, color, creed, sex,~~
13 ~~marital status, national origin, age (40 and over), sexual orientation, medical condition, or ancestry,~~
14 ~~physical or disability, mental disability, medical condition, genetic information, marital status, sex,~~
15 ~~gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.~~ Such
16 requirements shall be deemed fulfilled by use of the term EOE.

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

22 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
23 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
24 on the basis of ~~ethnic group identification, race, religion, ancestry, religious creed, color, creed, sex,~~
25 ~~marital status, national origin, age (40 and over), sexual orientation, medical condition, or ancestry,~~
26 ~~physical or disability, mental disability, medical condition, genetic information, marital status, sex,~~
27 ~~gender, gender identity, gender expression, age, sexual orientation, or military and veteran status~~ in
28 accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 -
29 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975
30 (42 USC §6101); ~~and~~ Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of
31 Regulations; ~~and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et~~
32 ~~seq.~~ as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as
33 otherwise provided by state law and regulations, as all may now exist or be hereafter amended or
34 changed. For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not
35 limited to the following based on one or more of the factors identified above:

36 1. Denying a client or potential client any service, benefit, or accommodation.

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- 2. Providing any service or benefit to a client which is different or is provided in a different manner or at a different time from that provided to other clients.
- 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit.

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- 4. Treating a client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service or benefit.

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- 5. Assignment of times or places for the provision of services.

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

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

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

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- b. Throughout the problem resolution and grievance process, client 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.

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- 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.

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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

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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 any 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 any other expedited delivery service.

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

D. For purposes of this 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 ~~immediately~~ 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

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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 ~~immediately~~ 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 in part by the COUNTY, except for those events or meetings that are intended solely to serve clients 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 the 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 Agreement, prepare, maintain and manage records appropriate to the services provided and in accordance with this Agreement and all applicable requirements.

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 and/or CHPP. 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

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1 and implement written record management procedures.

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

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

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

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

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

- 16 1. The medical records and billing records about individuals maintained by or for a covered
17 health care provider;
- 18 2. The enrollment, payment, claims adjudication, and case or medical management record
19 systems maintained by or for a health plan; or
- 20 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

21 ~~I.~~
22 ~~G.~~ CONTRACTOR may retain ~~participant,~~ client, and/or patient documentation electronically in
23 accordance with the terms of this Agreement and common business practices. If documentation is
24 retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

- 25 1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit or
26 site visit.
- 27 2. Provide auditor or other authorized individuals access to documents via a computer
28 terminal.
- 29 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if
30 requested.

31 ~~H.~~ CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
32 security of PII and/or PHI. CONTRACTOR shall notify COUNTY immediately by telephone call plus
33 email or fax upon the discovery of a Breach of unsecured PHI and/or PII.

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

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1 L. CONTRACTOR shall retain all ~~participant, client,~~ and/or patient medical records for seven (7)
2 years following discharge of the ~~participant, client and/or patient,~~ with the exception of non-emancipated
3 minors for whom records must be kept for at least one (1) year after such minors have reached the age of
4 eighteen (18) years, or for seven (7) years after the last date of service, whichever is longer.

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5 ~~— M. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR~~
6 ~~may provide written approval to CONTRACTOR to maintain records in a single location, identified by~~
7 ~~CONTRACTOR.~~

8 ~~— N. CONTRACTOR may be required to retain all records involving litigation proceedings and~~
9 ~~settlement of claims for a longer term which will be directed by the ADMINISTRATOR.~~

10 ~~— O. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out~~
11 ~~of, this Agreement, within forty eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR all~~
12 ~~information that is requested by the PRA request.~~

13 XXI.

14 **XXII. RESEARCH AND PUBLICATION**

15 CONTRACTOR shall not utilize information and/or data received from COUNTY ~~or arising out~~
16 ~~of,~~ or developed, as a result of this Agreement for the purpose of personal ~~or professional research, or~~
17 ~~for~~ publication.

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18 **XXIII. RIGHT TO WORK AND MINIMUM WAGE LAWS**

19 A. In accordance with the United States Immigration Reform and Control Act of 1986,
20 CONTRACTOR shall require its employees directly or indirectly providing ~~services~~ ~~services~~ pursuant to
21 this Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the
22 United States. CONTRACTOR shall also require and verify that its contractors, subcontractors, or any
23 other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the
24 identity of their employees and their eligibility for employment in the United States.

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25 B. Pursuant to the United States of America Fair Labor ~~Standard~~ ~~Standards~~ Act of 1938, as
26 amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the
27 greater of the federal or California Minimum Wage to all its employees that directly or indirectly provide
28 services pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and
29 verify that all its contractors or other persons providing services pursuant to this Agreement on behalf of
30 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum
31 Wage.

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

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

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.

XXIV-XXV. 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).

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

XXIV. 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.

XXV. 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.

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~~XXVII~~~~XXVIII~~ **TERMINATION**

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

B. Unless otherwise specified in this Agreement, COUNTY may terminate this Agreement upon five (5) calendar ~~days~~~~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~~~~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

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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:

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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 clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.
5. Assist ADMINISTRATOR in effecting the transfer of clients in a manner consistent with client's best interests.
6. If records are to be transferred to COUNTY, pack and label such records in accordance with directions provided by ADMINISTRATOR.
7. Return to COUNTY, in the manner indicated by ADMINISTRATOR, any equipment and supplies purchased with funds provided by COUNTY.
8. To the extent services are terminated, cancel outstanding commitments covering the procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding commitments which relate to personal services. With respect to these canceled commitments, CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims arising out of such cancellation of commitment which shall be subject to written approval of ADMINISTRATOR.

G. 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.

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XXVI. 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 clients provided services pursuant to this Agreement.

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XXVII. 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

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

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

PACIFIC CLINICS-

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

-HEALTH CARE AGENCY

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

BY: _____ DATED: _____

DEPUTY

If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer 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.

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EXHIBIT A
 TO AGREEMENT FOR PROVISION OF
 RECOVERY EDUCATION INSTITUTE SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 PACIFIC CLINICS
 JULY 1, 2014~~2015~~ THROUGH JUNE 30, 2015~~2016~~

I. COMMON COMMON TERMS AND DEFINITIONS

A. The following standard definitions are for reference purposes only and may or may not apply in their entirety throughout the Agreement. The parties agree to the following terms and definitions, and to those terms and definitions which, for convenience, are set forth elsewhere in the Agreement.

1. Classroom Training means classroom training provided to Consumers/Family Members that should impact information, skills, and competencies required for the performance of a particular job, project, or task. Classroom Training should be a skill-building activity that teaches Consumers/Family Members and carries the expectation that the Consumers/Family Members will take direct, purposeful action by applying the skills developed.

2. Classroom Training Site means the physical location of the provided Classroom Training in relation to the Agreement.

3. College Credit Course means a college credit course leading to either employment or educational advancement toward a degree offered by a regionally accredited post-secondary educational institution.

4. Consumer means a person, over the age of eighteen (18), who is a currently receiving services from ADMINTRATOR's behavioral health system of care.

5. Collaboration means a process of participation through which groups, agencies, coalitions, and/or task forces work together in a beneficial and well-defined relationship towards the service goals.

6. Extended Education Course means a credit/no credit course leading to either employment or educational advancement toward a degree by a regionally accredited post-secondary educational institution.

7. Evaluation means systematic collection, analysis, and use of program information for monitoring, improving programs, assessing Outcomes, planning, and policy-making.

8. Family Member means Family Member of a mental health Consumer.

9. Mental Health Field means a business or service providing mental health outreach, assessment or treatment services to mental health Consumers, or providing housing, educational, counseling, employment, recreational or social services to mental health Consumers.

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10. MHSA means the law that provides funding for expanded community mental health services. It is also known as "Proposition 63."

11. Outcome means measurable change that occurs as a result of a project's overall performance in implementing its services. Outcomes are often separated out as to their expected effect along a time continuum, as immediate, intermediate and long-term Outcomes.

12. Pre-Vocational Course means a credit/no credit course with classes meeting two-three hours, twice per week. Pre-vocational courses may include but not be limited to topics such as interviewing and resume writing; study skills; developing computer literacy; recovery coaching; communication skills in counseling; English language training for multicultural Consumers/Family Members with limited English proficiency; and introduction to employee support.

~~13. Workshop Course means an credit/no credit course which may include, but not be limited to, topics such as illness management; medication knowledge and management; personal financial management; household management; and discovering your interests. Retention means enrollment in a college credit class for one or more semesters each academic year (i.e., Fall, Spring, Summer).~~

~~14. Workshop Course means an credit/no credit course which may include, but not be limited to, topics such as illness management; medication knowledge and management; personal financial management; household management; and discovering your interests.~~

15. WRAP is a Consumer self-help technique for monitoring and responding to symptoms to achieve the highest possible levels of wellness, stability, and quality of life.

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

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II. BUDGET

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A. COUNTY shall pay CONTRACTOR in accordance with the Payments paragraph of this Exhibit A to the Agreement and the following budget, which is set forth for informational purposes.

	<u>TOTAL BUDGET</u>
ADMINISTRATIVE COST	
Indirect Costs	\$94,789 <u>101,311</u>
TOTAL ADMINISTRATIVE COST	\$94,789 <u>101,311</u>
PROGRAM COSTS	
Salaries	\$403,196 <u>437,937</u>
Benefits	112,901 <u>122,622</u>
Services and Supplies	33,586 <u>46,101</u>

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1	Subcontractors	82,240 \$ 68,740
2	TOTAL PROGRAM COST	\$ 631,922 675,400
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4	TOTAL GROSS COSTS	\$ 726 776,711
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6	REVENUE	
7	MHSA	\$ 726 776,711
8	TOTAL REVENUE	\$ 726 776,711
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10	TOTAL MAXIMUM OBLIGATION	\$ 726 776,711

11

12 B. BUDGET/STAFFING MODIFICATIONS - CONTRACTOR may request to shift funds

13 between budgeted line items within a program, for the purpose of meeting specific program needs or for

14 providing continuity of care to its Consumers, by utilizing a Budget/Staffing Modification Request form

15 provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing

16 Modification Request to ADMINISTRATOR for consideration, in advance, which will include a

17 justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and

18 the sustaining annual impact of the shift as may be applicable to the current contract period and/or future

19 contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification

20 Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure of

21 CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing

22 Modification Request(s) may result in disallowance of those costs.

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25 C. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete

26 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type

27 of service for which payment is claimed. Any apportionment of or distribution of costs, including

28 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will

29 be made in accordance with GAAP, and Medicare regulations. The Consumer eligibility determination

30 and fee charged to and collected from Consumers, together with a record of all billings rendered and

31 revenues received from any source, on behalf of Consumers treated pursuant to the Agreement, must be

32 reflected in CONTRACTOR's financial records.

33 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget

34 Paragraph of this Exhibit A to the Agreement.

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36 **III. PAYMENTS**

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37 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of

1 \$60,56064.725 per month. All payments are interim payments only, and subject to Final Settlement in
2 accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be
3 reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such
4 payments does not exceed Maximum Obligation, as specified in the Referenced Contract Provisions of
5 the Agreement, and provided further, CONTRACTOR's costs are reimbursable pursuant to federal, state
6 and COUNTY regulations. ADMINISTRATOR may, at its discretion, pay supplemental billings for any
7 month for which the provisional amount specified above has not been fully paid.

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

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

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

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

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

30 D. ADMINISTRATOR may withhold or delay any payment, if CONTRACTOR fails to comply
31 with any provision of the Agreement.

32 E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration
33 and/or termination of the Agreement, except as may otherwise be provided under the Agreement, such as
34 summer school courses, or specifically agreed upon in a subsequent Agreement.

35 F. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
36 Payments Paragraph of this Exhibit A to the Agreement.
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IV. SERVICES REPORTS

A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR.

B. FISCAL

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of this Exhibit A to the Agreement. Such reports shall include number of Consumers by program. The reports shall be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month reported.

2. CONTRACTOR shall submit monthly Year-End Expenditure and Revenue Projection Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report anticipated year-end actual costs and revenues for CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of this Exhibit A to the Agreement. Such reports shall include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports shall be submitted in conjunction with the monthly Expenditure and Revenue Reports and shall include summer session expenditures.

C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports shall contain required information, and be on a form 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. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

D. PROGRAMMATIC – CONTRACTOR shall submit monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported. Programmatic reports shall include a description of CONTRACTOR's progress in implementing the provisions of the Agreement. CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of the Agreement.

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

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

V. SERVICES

1 A. FACILITIES

2 1. CONTRACTOR shall maintain one (1) facility at the following location or any other
3 location approved, in advanced and in writing, by ADMINISTRATOR:

4 401 S. Tustin Street, Bldg. A & B
5 Orange, CA 92866

6
7
8 2. CONTRACTOR shall maintain regularly scheduled service hours, five (5) days a week
9 throughout the year, and maintain the capability to provide services during evening hours on weekdays,
10 and on weekends, when necessary, in order to accommodate students.

11 a. CONTRACTOR's holiday schedule shall be consistent with COUNTY's holiday
12 schedule unless otherwise approved in advance and in writing by ADMINISTRATOR.

13 b. CONTRACTOR shall ensure that the all college credit courses are offered by a regionally
14 accredited post-secondary educational institution.

15 B. INDIVIDUALS TO BE SERVED – CONTRACTOR shall provide services to adult Consumers
16 who are currently receiving services with ADMINISTRATOR's behavioral health system of care and
17 their Family Members over the age of eighteen (18).

18 C. SERVICES TO BE PROVIDED

19 1. CONTRACTOR shall develop course curriculums that are mutually agreed upon and
20 approved by ADMINISTRATOR.

21 2. CONTRACTOR shall provide a Recovery Education Institute Program that consists of five
22 basic components; Workshop Courses, Pre-Vocational Courses, College Credit Courses, Extended
23 Education Courses, and Student Advisement.

24 3. CONTRACTOR shall identify and assess potential Consumers identified as the target
25 population unless written exception is granted by the ADMINISTRATOR.

26
27 4. CONTRACTOR shall identify underserved Consumers displaying behaviors or a history
28 indicative of Serious Mental Illness, as defined by the California WIC 5600.3; or self-identified
29 individuals with a Serious Mental Illness and their families who require training and other mental health
30 services.

31 5. CONTRACTOR shall develop a recruitment process for recruiting students who are
32 Consumers and/or Family Members of Consumers within the public mental health system.

33 6. CONTRACTOR shall provide structured educational methods within a yearly academic
34 schedule to enable approximately ~~four~~ five hundred ~~(400)~~ fifty (550) unduplicated Consumers and Family
35 Members to learn how to recover, work, and build social supports.

36 7. CONTRACTOR shall offer a variety of certificated programs, such as computer literacy,
37 Recovery coaching, and interviewing skills, that would be helpful in seeking work in the mental health

1 system, as well as providing a pathway to entering an AA degree program.

2 8. CONTRACTOR shall establish a collaborative partnership with a community college to
3 provide the full range of courses needed to prepare a student to enter an AA degree program.

4 D. CONTRACTOR shall make its best efforts to provide services pursuant to the Agreement in a
5 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
6 shall maintain documentation of such efforts which may include, but not be limited to: records of
7 participation in County sponsored or other applicable training; recruitment and hiring policies and
8 procedures; copies of literature in multiple languages and formats, as appropriate; and descriptions of
9 measures taken to enhance accessibility for, and sensitivity to, persons who are physically challenged.

10 E. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all
11 CONTRACTOR and ADMINISTRATOR's P&Ps as related to the services provided in this Exhibit A to
12 the Agreement. CONTRACTOR shall provide signature confirmation of the P&P training for each staff
13 member and place in their personnel files.

14 F. CONTRACTOR shall ensure that all staff completes the ADMINISTRATOR's Annual Provider
15 Training.

16 G. ADMINISTRATOR shall provide, or cause to be provided, training and ongoing consultation to
17 CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR
18 Standards of Care practices, P&Ps, documentation standards and any state regulatory requirements.

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

- 24 #
- 25 1. Designate the responsible position(s) in your organization for managing the funds allocated
26 to this program;
 - 27 2. Maximize the use of the allocated funds;
 - 28 3. Ensure timely and accurate reporting of monthly expenditures;
 - 29 4. Maintain appropriate staffing levels;
 - 30 5. Request budget and/or staffing modifications to the Agreement;
 - 31 6. Effectively communicate and monitor the program for its success;
 - 32 7. Track and report expenditures electronically;
 - 33 8. Maintain electronic and telephone communication between CONTRACTOR and
34 ADMINISTRATOR; and
 - 35 9. Act quickly to identify and solve problems.

36 I. CONTRACTOR shall attend monthly meetings with ADMINISTRATOR to discuss contractual
37 and other issues that include, but are not limited to compliance with P&Ps, statistics, and training

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1 services.

2 J. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
3 with respect to any individual(s) who are served by CONTRACTOR under the terms of the Agreement.
4 Further, CONTRACTOR agrees that the funds provided hereunder will not be used to promote, directly
5 or indirectly, any religion, religious creed or cult, denomination or sectarian institution, or religious
6 belief.

7 K. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
8 conduct research activity on program participants without obtaining prior written authorization from
9 ADMINISTRATOR.

10 L. PERFORMANCE OUTCOMES

11 1. CONTRACTOR shall complete Performance Outcome measures as required by State and/or
12 COUNTY. The expected Outcomes are to provide a quantifiable and repeatable measure to assess
13 overall program effectiveness. The CONTRACTOR will cooperate in data collection in order to develop
14 baseline figures for future Evaluation and report performance in terms of Consumer satisfaction and
15 quality of services.

16 2. COUNTY shall develop and provide CONTRACTOR with Performance Outcome measure
17 guidelines for the purpose of evaluating the impact or contribution of CONTRACTOR's services on the
18 well-being of the COUNTY residents being served under the terms of the Agreement.

19 3. CONTRACTOR shall at a minimum track and monitor:

20 a. Number of classes of each type (Workshop, Pre-Vocational and College Credit)
21 provided; as well as the percentage of students completing each Workshop, Pre-Vocational and College
22 Credit Courses. The goal is ~~40~~50% will complete entire workshops, ~~30% will complete~~ Prevocational
23 Courses, and college credit courses. Additionally, 20% enrolled in college credit courses will continue
24 active enrollment in the Mental Health Worker Certificate Program and college credit courses during the
25 term of the contract.

26 b. Number of students enrolled;

27 c. Number of students completing each type of class;

28 d. Number of success coach contacts;

29 e. Number of students receiving academic counseling.

30 f. Percent retention for students enrolled in college credit courses.

31 M. ADMINISTRATOR may conduct periodic reviews of CONTRACTOR to evaluate performance
32 in meeting the terms of the Agreement. ADMINISTRATOR shall notify CONTRACTOR in writing of
33 any issue(s) or concern(s) related to the provision of services pursuant to the Agreement, and request a
34 plan of corrective action, which may include, but are not be limited to, adjusting the CONTRACTOR's
35 Performance Outcomes. CONTRACTOR shall submit a written plan of corrective action for approval
36 within thirty (30) calendar days of request by ADMINISTRATOR, or as directed by
37 ADMINISTRATOR.

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N. CONTRACTOR shall maintain a student database to track student demographics for coordination and reporting purposes.

O. CONTRACTOR shall maintain secure files which contain all student information.

P. 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 minimum, provide the following staffing, expressed in FTEs, continuously throughout the term of the Agreement. One (1) FTE shall be equal to an average of forty (40) hours per week:

PROGRAM	FTEs
Division Director	0.05
Workforce Training Coordinator	0.01
Data Entry Clerk	1.00
Receptionist	0.50
Education Training Director	1.00
Academic Advisor	3.00
Success Coach	3.00
Faculty Advisor/Instructor	1.00
Subcontractor	0.79
TOTAL FTEs	10.35

B. WORKLOAD STANDARDS

1. CONTRACTOR shall provide a minimum of ~~fifteen (15)~~ ninety (90) Workshop Courses ~~per part time (0.50) FTE Instructor for a minimum of sixty (60) Workshop Courses.~~

2. CONTRACTOR shall provide a minimum of ~~ten (10)~~ Pre-Vocational Courses ~~per part time (0.50) FTE Instructor for a minimum of forty (40) fifty (50)~~ Pre-Vocational courses.

3. CONTRACTOR shall provide a minimum of ~~eight (8)~~ fourteen (14) College Credit Courses ~~per~~

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~~part time (0.50) FTE College Credit approved Instructor for a minimum of fifteen (15) College Credit Courses.~~

4. CONTRACTOR shall provide a minimum of ~~eight (8)~~ fifteen (15) Extended Education Courses ~~per part time (0.50) FTE by~~ Extended Education approved ~~Instructor for a minimum of fifteen (15) Extended Education Courses.~~ Instructors.

5. CONTRACTOR shall include culturally and linguistically appropriate services to meet the needs of threshold languages as determined by ADMINISTRATOR. Bilingual/bicultural staff will be retained. Salary savings resulting from vacant positions may not be used to cover costs other than salaries and employee benefits unless otherwise authorized in advance and in writing, by ADMINISTRATOR.

6. CONTRACTOR shall recruit, hire, train and maintain staff who are Consumers, former Consumers or Family Members and who are qualified for the position(s) sought. CONTRACTOR shall maintain documentation which shall include, but not be limited to, the following: records attesting to efforts made in recruitment and hiring practices, and identification of measures taken to enhance accessibility for potential staff in these categories.

7. CONTRACTOR may augment the above paid staff with volunteers or student interns upon written approval of ADMINISTRATOR. CONTRACTOR shall meet minimum requirements for supervision of each student intern as required by the state Licensing Board and/or school program descriptions or work contracts.

8. CONTRACTOR shall maintain personnel files for each staff person, which shall include, but not be limited to, an application for employment, qualifications for the position, results of background checks, applicable licenses, waivers, registrations, documentation of bicultural/bilingual capabilities, status as a Consumer, former Consumer or Family Member, pay rate, training, and evaluations justifying pay increases.

9. All positions are required to maintain a log delineating hours worked and allocated to each program of CONTRACTOR.

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

VI. REPORTS

~~A. CONTRACTOR shall maintain records and make statistical reports as required by ADMINISTRATOR.~~

~~B. FISCAL~~

~~1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program(s) or cost~~

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~~center(s) described in the Services Paragraph of this Exhibit A to the Agreement. Such reports shall include number of Consumers by program. The reports shall be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month reported.~~

~~2. CONTRACTOR shall submit monthly Year End Expenditure and Revenue Projection Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report anticipated year end actual costs and revenues for CONTRACTOR's program(s) or cost center(s) described in the Services Paragraph of this Exhibit A to the Agreement. Such reports shall include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year End Projection Reports shall be submitted in conjunction with the monthly Expenditure and Revenue Reports.~~

~~C. STAFFING CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports shall contain required information, and be on a form 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. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.~~

~~D. PROGRAMMATIC CONTRACTOR shall submit monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported. Programmatic reports shall include a description of CONTRACTOR's progress in implementing the provisions of the Agreement. CONTRACTOR shall state whether it is or is not progressing satisfactorily in achieving all the terms of the Agreement.~~

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

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

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EXHIBIT B
 TO AGREEMENT FOR PROVISION OF
 RECOVERY EDUCATION INSTITUTE SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 PACIFIC CLINICS
 JULY 1, ~~2014~~2015 THROUGH JUNE 30, ~~2015~~2016

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 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 (“the HIPAA regulations”) as they may exist now or be hereafter amended.

2. The parties agree that a business associate relationship under HIPAA, the HITECH Act, and the HIPAA regulations between the CONTRACTOR and COUNTY arises to the extent that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on behalf of COUNTY pursuant to, and as set forth in, the 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,

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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 Subparagraph 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.

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

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

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

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

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

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

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

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

32 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to
33 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
34 and to make information related to such Disclosures available as would be required for COUNTY to
35 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with
36 45 CFR § 164.528.

37 //

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

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

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

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

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

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

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1 a. CONTRACTOR does not promptly enter into negotiations to amend this Business 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 safeguarding of PHI that COUNTY deems are necessary to satisfy the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations.

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

4 D. SECURITY RULE

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

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

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

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

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

10 c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the OMB 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;

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

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

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

8 E. DATA SECURITY REQUIREMENTS

9 1. Personal Controls

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

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

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

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

35 2. Technical Security Controls

36 a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY
37 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of

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1 COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which
2 is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the
3 COUNTY.

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

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

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

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

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

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

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1 //
 2 Passwords must be composed of characters from at least three (3) of the following four (4) groups from
 3 the standard keyboard:

- 4 1) Upper case letters (A-Z)
- 5 2) Lower case letters (a-z)
- 6 3) Arabic numerals (0-9)
- 7 4) Non-alphanumeric characters (punctuation symbols)

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

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

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

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

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

32 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to
 33 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
 34 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is
 35 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files
 36 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as
 37

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+ website access, file transfer, and E-Mail.

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

6 3. Audit Controls

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

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

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

20 4. Business Continuity/Disaster Recovery Control

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

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

33 5. Paper Document Controls

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

1 in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in
2 baggage on commercial airplanes.

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

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

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

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

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

24 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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- 1 a. The identification of each Individual whose Unsecured PHI has been, or is reasonably
- 2 believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;
- 3 b. Any other information that COUNTY is required to include in the notification to
- 4 Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or
- 5 promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period
- 6 set forth in 45 CFR § 164.410 (b) has elapsed, including:
 - 7 1) A brief description of what happened, including the date of the Breach and the date
 - 8 of the discovery of the Breach, if known;
 - 9 2) A description of the types of Unsecured PHI that were involved in the Breach (such
 - 10 as whether full name, social security number, date of birth, home address, account number, diagnosis,
 - 11 disability code, or other types of information were involved);
 - 12 3) Any steps Individuals should take to protect themselves from potential harm
 - 13 resulting from the Breach;
 - 14 4) A brief description of what CONTRACTOR is doing to investigate the Breach, to
 - 15 mitigate harm to Individuals, and to protect against any future Breaches; and
 - 16 5) Contact procedures for Individuals to ask questions or learn additional information,
 - 17 which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.
- 18 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
- 19 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
- 20 COUNTY.
- 21 5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation
- 22 of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that
- 23 CONTRACTOR made all notifications to COUNTY consistent with this Subparagraph F. and as
- 24 required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or
- 25 disclosure of PHI did not constitute a Breach.
- 26 6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or
- 27 its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.
- 28 7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the
- 29 Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit
- 30 COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as
- 31 practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of
- 32 the Breach to COUNTY pursuant to Subparagraph F.2. above.
- 33 8. CONTRACTOR shall continue to provide all additional pertinent information about the
- 34 Breach to COUNTY as it may become available, in reporting increments of five (5) business days after
- 35 the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable requests
- 36 for further information, or follow-up information after report to COUNTY, when such request is made
- 37 by COUNTY.

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

5 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

- 15 1) The Disclosure is required by law; or
- 16 2) CONTRACTOR obtains reasonable assurances from the person to whom the PHI is
17 disclosed that it will be held confidentially and used or further disclosed only as required by law or for
18 the purposes for which it was disclosed to the person and the person immediately notifies
19 CONTRACTOR of any instance of which it is aware in which the confidentiality of the information has
20 been breached.

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

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

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

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

30 H. PROHIBITED USES AND DISCLOSURES

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

36 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
37 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on

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1 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by
2 42 USC § 17935(d)(2).

3 I. OBLIGATIONS OF COUNTY

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

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

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

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

15 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

37 //

EXHIBIT C
TO AGREEMENT FOR PROVISION OF
RECOVERY EDUCATION INSTITUTE SERVICES
BETWEEN
COUNTY OF ORANGE
AND
PACIFIC CLINICS
JULY 1, ~~2014~~2015 THROUGH JUNE 30, ~~2015~~2016

I. PERSONAL INFORMATION AND SECURITY CONTRACT

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

A. DEFINITIONS

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

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

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

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

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

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

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

8. "PI" shall have the meaning given to such term in CCC § 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 //

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1 ~~regulations that require~~ the production of information, including statutes or regulations that require such
2 information if payment is sought under a government program providing public benefits.

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

6 B. TERMS OF AGREEMENT

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

11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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