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**REFERENCED CONTRACT PROVISIONS**

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**Term:** -July 1, ~~2018~~2019 through June 30, ~~2019~~2020

**Maximum Obligation:** \$-826,711

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Monthly in Arrears

**CONTRACTOR DUNS Number:** 025-500125

**CONTRACTOR TAX ID Number:** 95-1644034

**Notices to COUNTY and CONTRACTOR:**

**COUNTY:** County of Orange  
Health Care Agency  
Contract 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: Kris Giordano  
Contact E-mail: Kgiordano@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:

<del>A.</del>	<del>A</del>	<del>AA.</del>	<del>Alcoholics Anonymous</del>
<del>B.</del>	<del>AB 109</del>		<del>Assembly Bill 109, 2011 Public Safety Realignment</del>
<del>C.</del>	<del>ABC</del>		<del>Allied Behavioral Care</del>
<del>B.</del>	<del>D.</del>	<del>ACH</del>	<del>Acute Care Hospital</del>
<del>E.</del>	<del>ADAS</del>		<del>Alcohol and Drug Abuse Services</del>
<del>F.</del>	<del>ADL</del>		<del>Activities of Daily Living</del>
<del>G.</del>	<del>ADP</del>		<del>Alcohol and Drug Program</del>
<del>H.</del>	<del>AES</del>		<del>Advanced Encryption Standard</del>
<del>I.</del>	<del>AFLP</del>		<del>Adolescent Family Life Program</del>
<del>J.</del>	<del>AIDS</del>		<del>Acquired Immune Deficiency Syndrome</del>
<del>K.</del>	<del>AIM</del>		<del>Access for Infants and Mothers</del>
<del>L.</del>	<del>AMHS</del>		<del>Adult Mental Health Services</del>
<del>M.</del>	<del>C.</del>	<del>ARRA</del>	<del>American Recovery and Reinvestment Act of 2009</del>
<del>N.</del>	<del>D.</del>	<del>ASAM PPC</del>	<del>American Society of Addiction Medicine Patient Placement Criteria</del>
<del>O.</del>	<del>E.</del>	<del>ASI</del>	<del>Addiction Severity Index</del>
<del>P.</del>	<del>ASIST</del>		<del>Applied Suicide Intervention Skills Training</del>
<del>F.</del>	<del>Q.</del>	<del>ASO</del>	<del>Administrative Services Organization</del>
<del>R.</del>	<del>ASRS</del>		<del>Alcohol and Drug Programs Reporting System</del>
<del>G.</del>	<del>S.</del>	<del>BBS</del>	<del>Board of Behavioral Sciences</del>
<del>T.</del>	<del>BCP</del>		<del>Business Continuity Plan</del>
<del>U.</del>	<del>BH</del>		<del>Base Hospital</del>
<del>V.</del>	<del>BHS</del>		<del>Behavioral Health Services</del>
<del>H.</del>	<del>W.</del>	<del>CalOMS</del>	<del>California Outcomes Measurement System</del>
<del>I.</del>	<del>X.</del>	<del>CalWORKs</del>	<del>California Work Opportunity and Responsibility for Kids</del>
<del>J.</del>	<del>Y.</del>	<del>CAP</del>	<del>Corrective Action Plan</del>
<del>Z.</del>	<del>CAT</del>		<del>Centralized Assessment Team</del>
<del>AA.</del>	<del>K.</del>	<del>CCC</del>	<del>California Civil Code</del>
<del>L.</del>	<del>AB.</del>	<del>CCLD</del>	<del>(California) Community Care Licensing Division</del>
<del>AC.</del>	<del>CCR</del>		<del>California Code of Regulations</del>
<del>AD.</del>	<del>CDCR</del>		<del>California Department of Corrections and Rehabilitation</del>
<del>AE.</del>	<del>CDSS</del>		<del>California Department of Social Services</del>
<del>M.</del>	<del>AF.</del>	<del>CERC</del>	<del>Children's Emergency Receiving Center</del>
<del>AG.</del>	<del>CESI</del>		<del>Client Evaluation of Self at Intake</del>

1	<u>N.</u>	<del>AH.</del>	CEST	Client Evaluation of Self and Treatment
2	<u>O.</u>	<del>AI.</del>	CFDA	Catalog of Federal Domestic Assistance
3	<u>P.</u>	<del>AJ.</del>	CFR	Code of Federal Regulations
4	<u>Q.</u>	<del>AK.</del>	<del>CHDP</del>	<del>Child Health and Disability Prevention</del>
5		<del>AL.</del>	<del>CHHS</del>	<del>California Health and Human Services Agency</del>
6		<del>AM.</del>	CHPP	COUNTY HIPAA Policies and Procedures
7	<u>R.</u>	<del>AN.</del>	CHS	Correctional Health Services
8	<u>S.</u>	<del>AO.</del>	<del>CIPA</del>	<del>California Information Practices Act</del>
9		<del>AP.</del>	<del>CMPPA</del>	<del>Computer Matching and Privacy Protection Act</del>
10		<del>AQ.</del>	COI	Certificate of Insurance
11	<u>T.</u>	<del>AR.</del>	CPA	Certified Public Accountant
12	<u>U.</u>	<del>AS.</del>	<del>CSI</del>	<del>Client and Services Information</del>
13		<del>AT.</del>	CSW	Clinical Social Worker
14	<u>V.</u>	<del>AU.</del>	<del>CYBHS</del>	<del>Children and Youth Behavioral Health Services</del>
15		<del>AV.</del>	<del>DATAR</del>	<del>Drug Abuse Treatment Access Report</del>
16		<del>AW.</del>	<del>DCR</del>	<del>Data Collection and Reporting</del>
17		<del>AX.</del>	<del>DD</del>	<del>Dually Diagnosed</del>
18		<del>AY.</del>	<del>DEA</del>	<del>Drug Enforcement Agency</del>
19		<del>AZ.</del>	DHCS	California Department of Health Care Services
20	<u>W.</u>	<del>BA.</del>	D/MC	Drug/Medi-Cal
21	<u>X.</u>	<del>BB.</del>	<del>DMV</del>	<del>California Department of Motor Vehicles</del>
22		<del>BC.</del>	<del>DoD</del>	<del>US Department of Defense</del>
23		<del>BD.</del>	DPFS	Drug Program Fiscal Systems
24	<u>Y.</u>	<del>BE.</del>	<del>DRC</del>	<del>Probation's Day Reporting Center</del>
25		<del>BF.</del>	<del>DRP</del>	<del>Disaster Recovery Plan</del>
26		<del>BG.</del>	DRS	Designated Record Set
27	<u>Z.</u>	<del>BH.</del>	<del>DSM</del>	<del>Diagnostic and Statistical Manual of Mental Disorders</del>
28		<del>BI.</del>	<del>DSM IV</del>	<del>Diagnostic and Statistical Manual of Mental Disorders. 4th Edition</del>
29		<del>BJ.</del>	<del>DSM V</del>	<del>Diagnostic and Statistical Manual of Mental Disorders. 5th Edition</del>
30		<del>BK.</del>	<del>EBP</del>	<del>Evidence Based Practice</del>
31		<del>BL.</del>	<del>EDN</del>	<del>Electronic Disease Notification System</del>
32		<del>BM.</del>	EEOC	Equal Employment Opportunity Commission
33	<u>AA.</u>	<del>BN.</del>	EHR	Electronic Health Records
34	<u>AB.</u>		EOC	Equal Opportunity Clause
35	<u>AC.</u>	<del>BO.</del>	ePHI	Electronic Protected Health Information
36	<u>BPAD.</u>		EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
37	<u>AF.</u>	<del>BQ.</del>	<del>ERC</del>	<del>Emergency Receiving Center</del>

1	<del>BR.</del>	FFS	Fee For <del>service</del> <u>Service</u>
2	<del>AG.</del>	<del>BS.</del>	<del>FIPS</del> Federal Information Processing Standards
3	<del>BT.</del>	<del>FQHC</del>	<del>Federally Qualified Health Center</del>
4	<del>BU.</del>	FSP	Full Service Partnership
5	<del>AH.</del>	<del>BV.</del>	FTE Full Time Equivalent
6	<del>AI.</del>	<del>BW.</del>	GAAP Generally Accepted Accounting Principles
7	<del>AJ.</del>	<del>BX.</del>	<del>HAB</del> Federal HIV/AIDS Bureau
8	<del>BY.</del>	HCA	County of Orange Health Care Agency
9	<del>AK.</del>	<del>BZ.</del>	HHS Federal Health and Human Services Agency
10	<del>CAAL.</del>	HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
11			Law 104-191
12	<del>CB.</del>	<del>AM.</del>	<del>HITECH Act</del> Health Information Technology for Economic and Clinical
13			Health Act, Public Law 111-005
14	<del>CC.</del>	<del>AN.</del>	HIV Human Immunodeficiency Virus
15	<del>CD.</del>	<del>HRSA</del>	<del>Federal Health Resources and Services Administration</del>
16	<del>CE.</del>	<del>AO.</del>	HSC California Health and Safety Code
17	<del>CF.</del>	<del>IBNR</del>	<del>Incurred But Not Reported</del>
18	<del>CG.</del>	<del>ID</del>	<del>Identification</del>
19	<del>CH.</del>	<del>IEA</del>	<del>Information Exchange Agreement</del>
20	<del>CI.</del>	<del>IMD</del>	<del>Institute for Mental Disease</del>
21	<del>CJ.</del>	<del>IOM</del>	<del>Institute of Medicine</del>
22	<del>CK.</del>	<del>AP.</del>	IRIS Integrated Records and Information System
23	<del>CL.</del>	<del>ISO</del>	<del>Insurance Services Office</del>
24	<del>CM.</del>	<del>AQ.</del>	ITC Indigent Trauma Care
25	<del>CN.</del>	<del>AR.</del>	LCSW Licensed Clinical Social Worker
26	<del>CO.</del>	<del>LGBTQI</del>	<del>Lesbian, Gay, Bisexual, Transgender, Questioning, and Intersex</del>
27	<del>CP.</del>	<del>LPS</del>	<del>Lanterman/Petris/Short (Act)</del>
28	<del>CQ.</del>	<del>LPT</del>	<del>Licensed Psychiatric Technician</del>
29	<del>CR.</del>	<del>AS.</del>	MAT Medication Assisted Treatment
30	<del>CS.</del>	<del>MEDS</del>	<del>Medi-Cal Eligibility Determination System</del>
31	<del>CT.</del>	<del>AT.</del>	MFT Marriage and Family Therapist
32	<del>CU.</del>	<del>AU.</del>	MH Mental Health
33	<del>CV.</del>	<del>MHIS</del>	<del>Mental Health Inpatient Services</del>
34	<del>CW.</del>	<del>MHIS</del>	<del>Medical and Institutional Health Services</del>
35	<del>CX.</del>	<del>AV.</del>	MHP Mental Health Plan
36	<del>CY.</del>	<del>MHRC</del>	<del>Mental Health Rehabilitation Centers</del>
37	<del>CZ.</del>	<del>AW.</del>	MHS Mental Health Specialist

1	<del>DA.</del>	<u>AX.</u>	MHSA	Mental Health Services Act
2	<del>DB.</del>	<del>MORS</del>		<del>Milestones of Recovery Scale</del>
3	<del>DC.</del>	<del>MS</del>		<del>Mandatory Supervision</del>
4	<del>DD.</del>	<u>AZ.</u>	MSN	Medical Safety Net
5	<del>DE.</del>	<del>MTP</del>		<del>Master Treatment Plan</del>
6	<del>DF.</del>	<del>NA</del>		<del>Narcotics Anonymous</del>
7	<del>DG.</del>	<del>NIATx</del>		<del>Network Improvement of Addiction Treatment</del>
8	<del>DH.</del>	<u>BA.</u>	NIH	National Institutes of Health
9	<del>DI.</del>	<del>NIST</del>		<del>National Institute of Standards and Technology</del>
10	<del>DJ.</del>	<del>NOA</del>		<del>Notice of Action</del>
11	<del>DK.</del>	<del>NP</del>		<del>Nurse Practitioner</del>
12	<del>DL.</del>	<del>NPDB</del>		<del>National Provider Data Bank</del>
13	<del>DM.</del>	<u>BB.</u>	NPI	National Provider Identifier
14	<u>BC.</u>	<del>DN.</del>	<del>NPP</del>	<del>Notice of Privacy Practices</del>
15	<del>DO.</del>	<del>OCEMS</del>		<del>Orange County Emergency Medical Services</del>
16	<del>DP.</del>	<del>OCJS</del>	<del>Orange County Jail</del>	<u>NPPES</u> <u>National Plan and Provider</u>
17		<u>Enumeration</u>	<u>System</u>	
18	<u>BD.</u>	<del>DQ.</del>	<del>OC MEDS</del>	<del>Orange County Medical Emergency Data System</del>
19	<del>DR.</del>	<del>OCPD</del>		<del>Orange County Probation Department</del>
20	<del>DS.</del>	<del>OCR</del>		<del>Federal Office for Civil Rights</del>
21	<del>DT.</del>	<del>OCSD</del>		<del>Orange County Sheriff's Department</del>
22	<del>DU.</del>	<u>BE.</u>	OIG	Federal Office of Inspector General
23	<del>DV.</del>	<u>BF.</u>	OMB	Federal Office of Management and Budget
24	<del>DW.</del>	<u>BG.</u>	OPM	Federal Office of Personnel Management
25	<del>DX.</del>	<del>ORR</del>		<del>Federal Office of Refugee Resettlement</del>
26	<del>DY.</del>	<u>BH.</u>	P&P	Policy and Procedure
27	<del>DZ.</del>	<u>BI.</u>	PA DSS	Payment Application Data Security Standard
28	<del>EA.</del>	<del>PAF</del>		<del>Partnership Assessment Form</del>
29	<del>EB.</del>	<del>PAR</del>		<del>Prior Authorization Request</del>
30	<del>EC.</del>	<del>PBM</del>		<del>Pharmaceutical Benefits Management</del>
31	<del>ED.</del>	<u>BJ.</u>	<u>PATH</u>	<u>Projects for Assistance in Transition from Homelessness</u>
32	<u>BK.</u>	<u>PC</u>		<u>California Penal Code</u>
33	<del>EE.</del>	<u>BL.</u>	<u>PCI DSS</u>	<del>Payment Card Industry Data Security Standard</del> <u>Standards</u>
34	<del>EF.</del>	<del>PCP</del>		<del>Primary Care Provider</del>
35	<del>EG.</del>	<u>BM.</u>	PCS	Post-Release Community Supervision
36	<del>EH.</del>	<u>BN.</u>	PHI	Protected Health Information
37	<del>EI.</del>	<u>PI</u>		<u>Personal Information</u>



1	<del>EJ.</del>	<u>BO</u> .PII	Personally Identifiable Information
2	<del>EK</del> <u>BP</u> .	PRA	California Public Records Act
3	<del>EL.</del>	<del>PSAI/ACT</del>	<del>Perinatal Substance Abuse Services Initiative/Assessment and</del>
4			<del>Coordination Team</del>
5	<del>EM.</del>	<u>BQ</u> .PSC	Professional Services Contract <u>System</u>
6	<del>EN.</del>	<del>PTRC</del>	<del>Paramedic Trauma Receiving Center</del>
7	<del>EO.</del>	<del>QI</del>	<del>Quality Improvement</del>
8	<del>EP.</del>	<del>QIC</del>	<del>Quality Improvement Committee</del>
9	<del>EQ.</del>	<del>RHAP</del>	<del>Refugee Health Assessment Program</del>
10	<del>ER.</del>	<del>RHEIS</del>	<del>Refugee Health Electronic Information System</del>
11	<del>ES.</del>	<del>RN</del>	<del>Registered Nurse</del>
12	<del>ET.</del>	<del>RSA</del>	<del>Remote Site Access</del>
13	<del>EU.</del>	<u>BR</u> .SAPTBG	Substance Abuse Prevention and Treatment Block Grant
14	<del>EV.</del>	<del>SD/MC</del>	<del>Short Doyle Medi-Cal</del>
15	<del>EW.</del>	<u>BS</u> .SIR	Self-Insured Retention
16	<del>EX.</del>	<u>BT</u> .SMA	Statewide Maximum Allowable (rate)
17	<del>EY.</del>	<del>SNF</del>	<del>Skilled Nursing Facility</del>
18	<del>EZ.</del>	<del>SR</del>	<del>Supervised Release</del>
19	<del>FA.</del>	<del>SRP</del>	<del>Supervised Release Participant</del>
20	<del>FB.</del>	<del>SSA</del>	<del>County of Orange Social Services Agency</del>
21	<del>FC.</del>	<del>SSI</del>	<del>Supplemental Security Income</del>
22	<del>FD.</del>	<del>STP</del>	<del>Special Treatment Program</del>
23	<del>FE.</del>	<u>BU</u> .SOW	Scope of Work
24	<u>BV</u> .	SUD	Substance Use Disorder
25	<del>FF.</del>	<del>TAR</del>	<del>Treatment Authorization Request</del>
26	<del>FG.</del>	<del>TAY</del>	<del>Transitional Age Youth</del>
27	<del>FH.</del>	<del>TB</del>	<del>Tuberculosis</del>
28	<del>FI.</del>	<del>TBS</del>	<del>Therapeutic Behavioral Services</del>
29	<del>FJ.</del>	<del>TRC</del>	<del>Therapeutic Residential Center</del>
30	<del>FK.</del>	<del>TTY</del>	<del>Teletypewriter</del>
31	<del>FL.</del>	<del>TUPP</del>	<del>Tobacco Use Prevention Program</del>
32	<del>FM.</del>	<u>BW</u> .UMDAP	Uniform Method of Determining Ability to Pay
33	<del>FN.</del>	<u>BX</u> .UOS	Units of Service
34	<del>FO.</del>	<u>BY</u> .USC	United States Code
35	<del>FP.</del>	<del>VOLAGs</del>	<del>Volunteer Agencies</del>
36	<del>FQ.</del>	<del>W&amp;IC</del>	<del>California Welfare and Institutions Code</del>
37	<del>FR.</del>	<u>BZ</u> .WIC	Women, Infants and Children

## II. ALTERATION OF TERMS

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

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

## III. ASSIGNMENT OF DEBTS

Unless this Agreement is followed without interruption by another Agreement between the ~~parties~~ 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~~ the respective Parties, specifying the date of assignment, the County of Orange as assignee, and the address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of said persons, shall be immediately given to COUNTY.

## IV. COMPLIANCE

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

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

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

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

1 f. Methodology for detecting and correcting offenses.

2 g. Methodology/Procedure for enforcing disciplinary standards.

3 3. If CONTRACTOR does not provide proof of its own ~~Compliance~~ compliance program to  
 4 ADMINISTRATOR, CONTRACTOR shall ~~acknowledge to~~ internally comply with  
 5 ADMINISTRATOR's Compliance Program and Code of Conduct, the CONTRACTOR shall submit to  
 6 the ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed  
 7 acknowledgement that CONTRACTOR ~~shall~~ will internally comply with ADMINISTRATOR's  
 8 Compliance Program and Code of Conduct. CONTRACTOR shall have as many Covered Individuals  
 9 it determines necessary complete ADMINISTRATOR's annual compliance training to ensure proper  
 10 compliance.

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

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

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

37 1. For purposes of this Compliance Paragraph ~~IV (COMPLIANCE)~~, Covered Individuals

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

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

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

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

17 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.  
 18 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this  
 19 Agreement.

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

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

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

37 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or

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

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

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

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

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

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

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

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

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

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

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

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

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

37 E. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a



1 breach of the Agreement on the part of CONTRACTOR and grounds for COUNTY to terminate the  
 2 Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty  
 3 (30) calendar days from the date of the written notice of default to cure any defaults grounded on this  
 4 Compliance Paragraph prior to ADMINISTRATOR's right to terminate this Agreement on the basis of  
 5 such default.

## 6

### 7 **V. CONFIDENTIALITY**

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

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

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

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

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

### 30

### 31 **VI. ~~Cost Report~~ CONFLICT OF INTEREST**

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

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

### 4 **VII. COST REPORT**

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

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

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

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

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

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

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

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

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

25 E. 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 higher than  
 27 the aggregate of interim monthly payments to CONTRACTOR, COUNTY shall pay CONTRACTOR  
 28 the difference, provided such payment does not exceed the Maximum Obligation of COUNTY.

29 F. Unless approved by ADMINISTRATOR, costs that exceed the Statewide Maximum Allowance  
 30 (SMA) rates per Medi-Cal Unit of Services, as determined by the DHCS, shall be unreimbursable to  
 31 CONTRACTOR.

32 G. In the event that CONTRACTOR is authorized to retain unanticipated revenues as described in  
 33 the Budget Paragraph of Exhibit A to this Agreement, CONTRACTOR shall specify in the individual  
 34 and/or consolidated Cost Report the services rendered with such revenues.

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

37 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and



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

8  
9 Signed \_\_\_\_\_  
10 Name \_\_\_\_\_  
11 Title \_\_\_\_\_  
12 Date \_\_\_\_\_"

13  
14 **VIII. DEBARMENT AND SUSPENSION CERTIFICATION**

15 **A. CONTRACTOR certifies that it and its principals:**

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

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

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

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

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

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

37 **B. The terms and definitions of this paragraph have the meanings set out in the Definitions and**

1 Coverage sections of the rules implementing 51 F.R. 6370.

2  
3 **IX. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

9 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's  
10 business prior to completion of this Agreement, and COUNTY agrees to an assignment of the  
11 Agreement, the new owners shall be required under the terms of sale or other instruments of transfer to  
12 assume CONTRACTOR's duties and obligations contained in this Agreement and complete them to the  
13 ssatisfaction of COUNTY. ~~B.~~ CONTRACTOR may not assign the rights hereunder, either in

14 whole or in part, without the prior written consent of COUNTY.

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

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

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

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

36 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,  
37 CONTRACTOR shall provide written notification within thirty (30) calendar days to

1 ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any  
2 governing body of CONTRACTOR at one time.

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

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

11 1. After approval of ~~a subcontract, ADMINISTRATOR~~ the subcontract, ADMINISTRATOR  
12 may revoke the approval of a subcontract the subcontractor upon five (5) calendar days' written notice  
13 to CONTRACTOR if the ~~subcontract~~ subcontractor subsequently fails to meet the requirements of this  
14 Agreement or any provisions that ADMINISTRATOR has required. ADMINISTRATOR may disallow  
15 subcontractor expenses reported by CONTRACTOR.

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

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

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

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

32 //

33 //

### 34 **X. DISPUTE RESOLUTION**

35 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the  
36 dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a  
37 reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be

1 brought to the attention of the COUNTY Purchasing Agency by way of the following process:

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

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

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

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

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

## 27 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

## **XII. EQUIPMENT**

A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all property of a Relatively Permanent nature with significant value, purchased in whole or in part by ADMINISTRATOR to assist in performing the services described in this Agreement. “Relatively Permanent” is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000 or over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contained PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be depreciated according to GAAP.

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

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

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

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

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

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

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

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

### 6 **XIII. FACILITIES, PAYMENTS AND SERVICES**

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

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

### 18 ~~XIV. INDEMNIFICATION AND INSURANCE~~

#### 19 . INDEMNIFICATION AND INSURANCE

20  
21 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,  
22 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special  
23 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board  
24 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,  
25 including but not limited to personal injury or property damage, arising from or related to the services,  
26 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is  
27 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the  
28 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and  
29 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request  
30 a jury apportionment.

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



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

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

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

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

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

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

#### 30 F. QUALIFIED INSURER

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

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

1 performance and financial ratings.

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned, and hired vehicles <u>(4 passengers or less)</u>	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability made	\$1,000,000 per claims
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
<del>Sexual Misconduct Liability</del>	<del>\$1,000,000 per occurrence</del>
<del>Employee Dishonesty</del>	\$1,000,000 per occurrence

#### 27 H. REQUIRED COVERAGE FORMS

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

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

#### 32 I. REQUIRED ENDORSEMENTS

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

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



1 **REQUIRED BY WRITTEN AGREEMENT.**

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

5 //

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

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

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

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

16 K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving  
17 all rights of subrogation against the *County of Orange, its elected and appointed officials,*  
18 *officers, agents and employees*, or provide blanket coverage, which will state **AS REQUIRED BY**  
19 **WRITTEN AGREEMENT.**

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

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

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

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

33 #

34 ~~O.~~ P. Insurance certificates should be forwarded to the agency/department address listed on the  
35 solicitation.

36 Q. If the Contractor fails to provide the insurance certificates and endorsements within seven (7)  
37 days of notification by CEO/Purchasing or the agency/department purchasing division, award may be

1 made to the next qualified vendor.

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

6 ~~—P~~

7 S. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
8 CONTRACTOR does not deposit copies of acceptable ~~COIs~~ Certificate of Insurance and endorsements  
9 with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice,  
10 ~~such failure shall constitute a breach of CONTRACTOR's obligation hereunder and ground for~~  
11 ~~termination of this Agreement by~~ may be in breach without further notice to CONTRACTOR, and  
12 COUNTY shall be entitled to all legal remedies.

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

16 RU. SUBMISSION OF INSURANCE DOCUMENTS

17 1. The COI and endorsements shall be provided to COUNTY as follows:  
18 a. Prior to the start date of this Agreement.  
19 b. No later than the expiration date for each policy.  
20 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
21 changes to any of the insurance ~~types~~ requirements as set forth in the Coverage Subparagraph ~~G~~, above.

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

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

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

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

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

37 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any

1 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs  
2 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

### 4 **XV. INSPECTIONS AND AUDITS**

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

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

#### 19 C. AUDIT RESPONSE

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

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

33 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare ~~and file~~  
34 ~~with ADMINISTRATOR, an annual, independent, organization-wide audit of related expenditures as~~  
35 ~~may be required during the term of this Agreement~~ an annual Single Audit as required by 31 USC 7501  
36 - 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative  
37 Requirements, Cost Principles, and Audit Requirements for Federal Awards. CONTRACTOR shall

1 forward the Single Audit to ADMINISTRATOR within fourteen (14) calendar days of receipt.

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

## 6 7 **XVI. LICENSES AND LAWS**

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

### 16 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

17 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State  
18 reporting requirements regarding its employees and with all lawfully served Wage and Earnings  
19 Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the  
20 term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach  
21 of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the  
22 COUNTY shall constitute grounds for termination of the Agreement.

23 2. CONTRACTOR agrees to furnish to ADMINISTRATOR within thirty (30) calendar days  
24 of the award of this Agreement:

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

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

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

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

36 1. ARRA of 2009.

37 2. Trafficking Victims Protection Act of 2000.

- 1 3. Title 22, CCR, §51009, Confidentiality of Records.
- 2 4. California Welfare and Institutions Code, §14100.2, Medicaid Confidentiality.
- 3 5. Federal Medicare Cost reimbursement principles and cost reporting standards.
- 4 6. State of California-Health and Human Services Agency, Department of Health Care
- 5 Services, MHSD, Medi-Cal Billing Manual, October 2013.
- 6 7. Orange County Medi-Cal Mental Health Managed Care Plan.
- 7 8. Short-Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case
- 8 Management.
- 9 9. Short-Doyle/Medi-Cal Modifications/Revisions for the Rehabilitation Option and Targeted
- 10 Case Management Manual, including DMH Letter 94-14, dated July 7, 1994, DMH Letter No. 95-04,
- 11 dated July 27, 1995, DMH Letter 96-03, dated August 13, 1996.
- 12 10. WIC, Division 5, Community Mental Health Services.
- 13 ~~11. 3.~~ WIC, Division 6, Admissions and Judicial Commitments.
- 14 ~~12. 4.~~ WIC, Division 7, Mental Institutions.
- 15 ~~13.~~ HSC, §§1250 et seq., Health Facilities.
- 16 ~~14.~~ PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 17 ~~7.~~ 15. CCR, Title 9, Rehabilitative and Developmental Services.
- 18 ~~16.~~ 8. CCR, Title 17, Public Health.
- 19 ~~9.~~ 17. CCR, Title 22, Social Security.
- 20 ~~18.~~ CFR, Title 42, Public Health.
- 21 ~~19.~~ 11. CFR, Title 45, Public Welfare.
- 22 ~~20.~~ 12. USC Title 42. Public Health and Welfare.
- 23 ~~1321.~~ Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 24 ~~1422.~~ 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 25 ~~23.~~ 15. 42 USC §1857, et seq., Clean Air Act.
- 26 ~~24.~~ 16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 27 ~~25.~~ 17. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 28 ~~1826.~~ Policies and procedures set forth in Mental Health Services Act.
- 29 ~~27.~~ 19. Policies and procedures set forth in DHCS Letters.
- 30 ~~2028.~~ HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 31 ~~2129.~~ 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
- 32 Uniform-
- 33 ~~22.~~ Administrative Requirements, Cost Principles, and Audit Requirements for Federal
- 34 Awards.
- 35 D. CONTRACTOR shall at all times be capable and authorized by the State of California to provide
- 36 treatment and bill for services provided to Medi-Cal eligible clients while working under the terms of
- 37 this Agreement.



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

4  
 5 **~~XVII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA~~**

6 **. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

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

27  
 28  
 29  
 30 **XVIII. MAXIMUM OBLIGATION**

31 A. The Total Maximum Obligation of COUNTY for services provided in accordance with this  
 32 Agreement; and the separate Maximum Obligations ~~for each period under this Agreement~~, are as  
 33 specified in the Referenced Contract Provisions of this Agreement, except as allowed for in  
 34 Subparagraph B. below.

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

~~XVI. MINIMUM WAGE LAWS~~XIX. MINIMUM WAGE LAWS

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

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

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

XX. NONDISCRIMINATION

## A. EMPLOYMENT

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

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

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

4. CONTRACTOR shall post in conspicuous places, available to employees and applicants for employment, notices from ADMINISTRATOR and/or the United States Equal Employment

1 Opportunity Commission setting forth the provisions of the ~~Equal Opportunity clause~~ EOC.

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

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

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

- 26 1. Denying a ~~client~~ Client or potential ~~client~~ Client any service, benefit, or accommodation.
- 27 2. Providing any service or benefit to a ~~client~~ Client which is different or is provided in a  
28 different manner or at a different time from that provided to other ~~clients~~ Clients.
- 29 3. Restricting a ~~client~~ Client in any way in the enjoyment of any advantage or privilege enjoyed  
30 by others receiving any service and/or benefit.
- 31 4. Treating a ~~client~~ Client differently from others in satisfying any admission requirement or  
32 condition, or eligibility requirement or condition, which individuals must meet in order to be provided  
33 any service and/or benefit.
- 34 5. Assignment of times or places for the provision of services.

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



1 subcontractor, and ADMINISTRATOR ~~or COUNTY's Patient Rights Office.~~

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

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

8 b. Throughout the problem resolution and grievance process, ~~client~~ Client rights shall be  
9 maintained, including access to the COUNTY's Patients' Rights Office at any point in the process.  
10 Clients shall be informed of their right to access the COUNTY's Patients' Rights Office at any time.

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

14 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply  
15 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as  
16 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended  
17 (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of  
18 discrimination against qualified persons with disabilities in all programs or activities; and if applicable,  
19 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together  
20 with succeeding legislation.

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

26 F. In the event of non-compliance with this paragraph or as otherwise provided by federal and state  
27 law, this Agreement may be canceled, terminated or suspended in whole or in part and  
28 ~~#~~  
29 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal, state  
30 or ~~county~~ COUNTY funds.

## 31 **XXI. NOTICES**

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

34 1. When written and deposited in the United States mail, first class postage prepaid and  
35 addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed  
36 by ADMINISTRATOR;  
37

- 1           2. When faxed, transmission confirmed;  
 2           3. When sent by Email; or  
 3           4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel  
 4 Service, or ~~any~~ other expedited delivery service.

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

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

13           D. For purposes of this Agreement, any notice to be provided by COUNTY may be given by  
 14 ADMINISTRATOR.  
 15

16  
 17                   **XXII. ~~NOTIFICATION OF DEATH~~ NOTIFICATION OF DEATH**

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

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

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

28 #

29           2. WRITTEN NOTIFICATION

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

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

37           c. When notification via encrypted email is not possible or practical CONTRACTOR may

1 hand deliver or fax to a known number said notification.

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

6  
7 ~~XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS.~~ NOTIFICATION OF  
8 PUBLIC EVENTS AND MEETINGS

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

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

16  
17 **XXIV. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

35 B. CONTRACTOR shall implement and maintain administrative, technical and physical  
36 safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of  
37 PHI in violation of the HIPAA, federal and state regulations ~~and/or CHPP~~. CONTRACTOR shall

1 mitigate to the extent practicable, the known harmful effect of any use or disclosure of PHI made in  
2 violation of federal or state regulations and/or COUNTY policies.

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

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

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

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

16 ~~F~~ G. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising out  
17 of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide ADMINISTRATOR  
18 all information that is requested by the PRA request.

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

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

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

- 32 1. Have documents readily available within ~~forty-eight (48)~~ twenty-four (24) hour notice of a  
33 scheduled audit or site visit.
- 34 2. Provide auditor or other authorized individuals access to documents via a computer  
35 terminal.
- 36 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if  
37 requested.

1 ~~HJ.~~ CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and  
 2 security of PII and/or PHI. CONTRACTOR shall ~~notify COUNTY immediately by telephone call plus~~  
 3 ~~email or fax,~~ upon ~~the~~ discovery of a Breach of ~~unsecured PHI~~ privacy and/or ~~security of PII and/or PHI~~  
 4 ~~by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy~~  
 5 ~~ADMINISTRATOR on such notifications.~~

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

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

13  
 14 L. CONTRACTOR shall make records pertaining to the costs of services, patient fees, charges,  
 15 billings, and revenues available at one (1) location within the limits of the County of Orange.

## 16 17 **XXV. RESEARCH AND PUBLICATION**

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

## 21 22 **XXVI. SEVERABILITY**

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

28 //

## 29 **XXVII. SPECIAL PROVISIONS**

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

- 32 1. Making cash payments to intended recipients of services through this Agreement.
- 33 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications  
 34 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use  
 35 of appropriated funds to influence certain federal contracting and financial transactions).
- 36 3. Fundraising.
- 37 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for

1 CONTRACTOR's staff, volunteers, ~~or~~ interns, consultants, subcontractors, and members of the Board of  
2 Directors or governing body.

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

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

8 7. Paying an individual salary or compensation for services at a rate in excess of the current  
9 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule  
10 may be found at [www.opm.gov](http://www.opm.gov).

11 8. Severance pay for separating employees.

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

14 10. Supplanting current funding for existing services.

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

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

18 2. Making phone calls outside of the local area unless documented to be directly for the  
19 purpose of ~~elient~~ Client care.

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

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

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

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

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

28 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for  
29 CONTRACTOR's Clients.

### 30 **XXVIII. STATUS OF CONTRACTOR**

31  
32 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be  
33 wholly responsible for the manner in which it performs the services required of it by the terms of this  
34 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and  
35 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the  
36 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR  
37 or any of CONTRACTOR's employees, agents, consultants, volunteers, interns, or subcontractors.



1 CONTRACTOR assumes exclusively the responsibility for the acts of its employees, agents, consultants,  
 2 volunteers, interns, or subcontractors as they relate to the services to be provided during the course and  
 3 scope of their employment. CONTRACTOR, its agents, employees, consultants, volunteers, interns, or  
 4 subcontractors, shall not be entitled to any rights or privileges of COUNTY's employees and shall not  
 5 be considered in any manner to be COUNTY's employees.

### 7 **XXIX. TERM**

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

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

### 17 **XXX. TERMINATION**

18 A. Either ~~party~~ Party may terminate this Agreement, without cause, upon ~~ninety (90)~~ thirty (30)  
 19 calendar days' written notice given the other ~~party~~ Party.

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

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

26 //

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

1 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR  
 2 removes such physician or licensed person from serving persons treated or assisted pursuant to this  
 3 Agreement.

#### 4 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

26 //

27 4. If clientsClients are to be transferred to another facility for services, furnish  
 28 ADMINISTRATOR, upon request, all clientClient information and records deemed necessary by  
 29 ADMINISTRATOR to effect an orderly transfer.

30 5. Assist ADMINISTRATOR in effecting the transfer of clientsClients in a manner consistent  
 31 with client'sClient's best interests.

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

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

36 8. To the extent services are terminated, cancel outstanding commitments covering the  
 37 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding



1 commitments which relate to personal services. With respect to these canceled commitments,  
2 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims  
3 arising out of such cancellation of commitment which shall be subject to written approval of  
4 ADMINISTRATOR.

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

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

11 **XXXI. THIRD PARTY BENEFICIARY**

12 Neither party hereto intends that this Agreement shall create rights hereunder in third parties  
13 including, but not limited to, any subcontractors or any ~~clients~~ Clients provided services pursuant to this  
14 Agreement.  
15

16 **XXXII. WAIVER OF DEFAULT OR BREACH**

17 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any  
18 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this  
19 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any  
20 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this  
21 Agreement.  
22

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

**IN WITNESS WHEREOF, THE**

Parties have executed this Agreement, in the County of Orange, State of 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

1 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or  
2 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.  
3 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  
4 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, 2018 2019 THROUGH JUNE 30, 2019 2020

**I. 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. ~~Active means Consumer/family members who has participated in one or more courses from any component in the current academic year.~~ Academic Advisement means an advising session between a participant and academic advisor that will review services, program policies, discuss plans for educational and vocational goals and plans, and selecting appropriate courses.

2. Active means Participant/family member who has participated in one or more courses from any component in the current academic year.

3. Classroom Training means classroom training provided to ~~Consumers~~ Participants/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~~ Participants/Family Members and carries the expectation that the ~~Consumers~~ Participants/Family Members will take direct, purposeful action by applying the skills developed.

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

5. Coaching means a session between a participant and success coach providing guidance and training to achieve personal goals.

6. 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.

~~7. Consumer means a person, eighteen (18) years of age or older, who is a currently receiving services from ADMINTRATOR's behavioral health system of care.~~

6. Collaboration means a process of participation through which groups, agencies, coalitions,

1 and/or task forces work together in a beneficial and well-defined relationship towards the service goals.

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

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

7 ~~910.~~ Family Member means Family Member of a mental health ~~Consumer~~ participant.

8 ~~10.~~ ~~11.~~ Mental Health Field means a business or service providing mental health outreach,  
9 assessment or treatment services to mental health ~~Consumers~~ Participants, or providing housing,  
10 educational, counseling, employment, recreational or social services to mental health  
11 ~~Consumers~~ Participants.

12 ~~112.~~ Mental Health Services Act (MHSA) means the law that provides funding for expanded  
13 community mental health services. It is also known as "Proposition 63."

14 ~~1213.~~ Outcome means measurable change that occurs as a result of a project's overall  
15 performance in implementing its services. Outcomes are often separated out as to their expected effect  
16 along a time continuum, as immediate, intermediate and long-term Outcomes.

17 ~~13. Pre-Vocational Course means a credit/no credit course, which may include but not be limited~~  
18 ~~to topics such as interviewing and resume writing; study skills; developing computer literacy; recovery~~  
19 ~~coaching; communication skills in counseling; English language training for multicultural~~  
20 ~~Consumers/Family Members with limited English proficiency; and introduction to employee support~~ 14.

21 Participant means a person, eighteen (18) years of age or older, who is currently receiving services  
22 from ADMINTRATOR's behavioral health system of care.

23 ~~14.~~ 15. Pre-Vocational Course means a credit/no credit course focused on workplace  
24 preparation skills and may include topics such as interviewing and resume writing, dress for success,  
25 workplace computer skills, interpersonal communication skills; English language for training for  
26 multicultural consumers/family members with limited English proficiency; and introduction to employee  
27 support.

28 16. Recovery Coaching means a program for participants to support recovering and developing  
29 resiliency from mental illness.

30 17. Retention means a participant's re-enrollment in a ~~college-credit~~ workshop or a class for one  
31 or more semesters each academic year (i.e., Fall, Spring, Summer).

32 18. Success Coach means a coach who assists with academic instruction, tutoring, and mentorship  
33 to help students focus on wellness, recovery, and independent living skills.

34 ~~19.~~ ~~15.~~ Workshop Course means ~~an~~ a credit/no credit course ~~which~~ focused on personal  
35 life enrichment and ~~may include, but not be limited to,~~ topics such as ~~illness management; medication~~

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37 10 EXHIBIT A-

~~knowledge and management; self-regulation and coping skills, study skills, general computer literacy and skills, personal financial management; and household management; and discovering your interests.~~

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

**II. BUDGET**

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

	<u>BUDGET</u>
ADMINISTRATIVE COST	
Indirect Costs	\$107,832
TOTAL ADMINISTRATIVE COST	\$107,832
PROGRAM COSTS	
Salaries	<del>\$454,154</del> 419,556
Benefits	<del>\$127,163</del> 109,084
Services and Supplies	\$ <del>45,634</del> 53,593
Subcontractors	<del>\$-91,928</del> 136,286
TOTAL PROGRAM COST	\$718,879
TOTAL GROSS COSTS	\$826,711
REVENUE	
MHSA	\$826,711
TOTAL REVENUE	\$826,711
TOTAL MAXIMUM OBLIGATION	\$826,711

B. BUDGET/STAFFING MODIFICATIONS - CONTRACTOR may request to shift funds between budgeted line items within a program, for the purpose of meeting specific program needs or for providing continuity of care to its ~~Consumers~~ Participants, by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing

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10 EXHIBIT A-



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

8 C. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete  
9 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type  
10 of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect  
11 costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will be made  
12 in accordance with GAAP, and Medicare regulations. The ~~Consumer~~Participant eligibility determination  
13 and fee charged to and collected from ~~Consumers~~Participants, together with a record of all billings  
14 rendered and

15 //  
16 revenues received from any source, on behalf of ~~Consumers~~Participants treated pursuant to the  
17 Agreement, must be reflected in CONTRACTOR's financial records.

18 D. FINANCIAL AID and FEE WAIVERS – CONTRACTOR shall use financial aid waivers and  
19 other reimbursements received from contracted institutions to add additional courses in subsequent  
20 semesters of the same Fiscal Year, not to exceed the maximum obligation.

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

23  
24 **III. PAYMENTS**

25 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$68,892  
26 per month. All payments are interim payments only, and subject to Final Settlement in accordance with  
27 the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual  
28 cost of providing the services hereunder; provided, however, the total of such payments does not exceed  
29 Maximum Obligation, as specified in the Referenced Contract Provisions of the Agreement, and provided  
30 further, CONTRACTOR's costs are reimbursable pursuant to federal, state and COUNTY regulations.  
31 ADMINISTRATOR may, at its discretion, pay supplemental billings for any month for which the  
32 provisional amount specified above has not been fully paid.

33 1. In support of the monthly invoice, CONTRACTOR shall submit a monthly Expenditure and  
34 Revenue Report as specified in the Reports Paragraph of this Exhibit A to the Agreement.  
35 ADMINISTRATOR shall use the Expenditure and Revenue Report to determine payment to

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37 10 EXHIBIT A-

1 CONTRACTOR as specified in Subparagraphs A.2. and A.3. below.

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

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

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

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

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

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

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

27  
28 **IV. ~~REPORTS~~ REPORTS**

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

31 **B. FISCAL**

32 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to  
33 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR  
34 and shall report actual costs and revenues for CONTRACTOR's program(s) or cost center(s) described in  
35 the Services Paragraph of this Exhibit A to the Agreement. Such reports shall include number of

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EXHIBIT A-

1 ~~Consumers~~Participants by program. The reports shall be received by ADMINISTRATOR no later than  
2 twenty (20) calendar days following the end of the month reported.

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

10 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.  
11 These reports shall contain required information, and be on a form acceptable to, or provided by,  
12 ADMINISTRATOR. CONTRACTOR shall submit these reports no later than twenty (20) calendar days  
13 following the end of the month being reported. CONTRACTOR must request in writing any extensions  
14 to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the  
15 total extension will not exceed more than five (5) calendar days.

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

21 E. SPECIAL INCIDENT REPORTS (SIR) – CONTRACTOR shall submit SIR to  
22 ADMINISTRATOR in the format approved by ADMINISTRATOR with-in twenty-four (24) hours.  
23 CONTRACTOR shall provide additional information as requested by  
24 ~~ADMINISTRATOR~~ADMINISTRATOR in a timely manner.

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

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

31  
32 **V. ~~SERVICES~~SERVICES**

33 **A. FACILITIES**

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

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37 10 EXHIBIT A-

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

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

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

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

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

C. SERVICES TO BE PROVIDED

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

2. CONTRACTOR shall provide a Recovery Education Institute Program that consists of ~~four~~ five (5) basic components; Workshop Courses, Pre-Vocational Courses, College Credit Courses, Extended Education Courses, ~~classes within each component may vary~~, and Academic Advisement.

3. ~~Provide~~ CONTRACTOR shall provide a program component of ~~Student~~Academic Advisement that includes academic ~~counseling~~advising, student code of conduct, a student grievance process, and student disciplinary procedures.

4. CONTRACTOR shall identify and assess potential ~~Consumers~~Participants identified as the target population unless written exception is granted by the ADMINISTRATOR.

5. CONTRACTOR shall provide culturally sensitive education to deaf and hard of hearing, students with disabilities, or mono-lingual students.

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

7. CONTRACTOR shall provide structured educational methods within a yearly academic schedule to enable approximately five hundred (500) active ~~Consumers~~Participants and Family Members to learn how to recover, work, and build social supports.

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

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

2 9. 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 10. CONTRACTOR shall establish policies and procedures for providing emergency evaluation  
5 and crisis intervention as well as internal incident reports.

6 11. CONTRACTOR shall maintain a student database to measure overall program effectiveness  
7 which includes but not limited to tracking student demographics and maintaining secure files with all  
8 student information.

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

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

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

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

24 H. CONTRACTOR shall provide effective administrative management of the budget, staffing,  
25 recording, and reporting portion of the Agreement with the COUNTY. If administrative responsibilities  
26 are delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the  
27 qualifications and capacity to perform all delegated responsibilities.

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

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

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

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ADMINISTRATOR.

L. PERFORMANCE OUTCOMES

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

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

3. CONTRACTOR shall establish and require a minimum number of enrolled students in each type of class

4. CONTRACTOR shall at a minimum track and monitor the followings to measure success rate:

a. Number of classes of each type (Workshop, Pre-Vocational and College Credit) provided; as well as the percentage of students completing each Workshop, Pre-Vocational and College Credit Courses. The goal is to maintain an overall course completion rate of seventy five percent (75%).

b. Number of students enrolled;

c. Number of students completing each type of class;

d. Number of success coach contacts;

e. Number of ~~students receiving~~ academic ~~counseling~~ advisor contacts;

f. ~~Percent retention~~ Retention rate for students enrolled in workshops, pre-vocational workshops, and college credit courses;

g. Number of students graduating;

h. Number of students employed; and

i. Number of students transitioned to higher education.

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

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
Associate Divisional Director	0.06
Data Entry Clerk	1.00
Administrative Assistant	1.00
Education Training Director	1.00
Academic Advisor	3.00
Success Coach	4.00
Assistant Education Director	1.00
<b>TOTAL FTEs</b>	<b>19.06</b>

**B. WORKLOAD STANDARDS**

- CONTRACTOR shall provide a minimum of seventy-five (75) Workshop Courses.
- CONTRACTOR shall provide a minimum of forty (~~40~~-three (43) Pre-Vocational courses.
- CONTRACTOR shall provide a minimum of ~~sixteen (16)~~eighteen (18) College Credit Courses.

4. CONTRACTOR shall provide ~~fifteen (15)~~ten (10) Extended Education Courses by Extended Education approved Instructors. ~~In the event that the total number of Extended Education courses provided is less than fifteen (15), the total number of College Credit courses combined with Extended Education Courses will be at~~

5. CONTRACTOR shall provide a minimum ~~thirty (30)~~of one thousand five hundred (1,500) Academic Advisement sessions per year.

6. CONTRACTOR shall include culturally and linguistically appropriate services to meet the needs of threshold languages as determined by ADMINISTRATOR. Contractor shall require staff to complete cultural competency training provided by County.

7. CONTRACTOR shall recruit, hire, train and maintain staff who are ~~Consumers~~Participants, former ~~Consumers~~Participants 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:

~~10~~ 10 \_\_\_\_\_ of  
 \_\_\_\_\_ EXHIBIT A-

1 records attesting to efforts made in recruitment and hiring practices, and identification of measures taken  
2 to enhance accessibility for potential staff in these categories.

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

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

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

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

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1 EXHIBIT B  
 2 TO AGREEMENT FOR PROVISION OF  
 3 RECOVERY EDUCATION INSTITUTE SERVICES  
 4 BETWEEN  
 5 COUNTY OF ORANGE  
 6 AND  
 7 PACIFIC CLINICS  
 8 JULY 1, ~~2018~~2019 THROUGH JUNE 30, ~~2019~~2020

9  
10 **I. BUSINESS ASSOCIATE CONTRACT**

11 **A. GENERAL PROVISIONS AND RECITALS**

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

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

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

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

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

32 6. The parties understand that the HIPAA Privacy and Security rules, as defined below in  
 33 Subparagraphs B.9- and B.14., apply to the CONTRACTOR in the same manner as they apply to the  
 34 covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the  
 35 terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to  
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 14 \_\_\_\_\_ 12 EXHIBIT B-

1 CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the  
2 //  
3 Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and  
4 electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

5 B. DEFINITIONS

6 1. "Administrative Safeguards" are administrative actions, and ~~polices and procedures~~ P&Ps,  
7 to manage the selection, development, implementation, and maintenance of security measures to protect  
8 ~~electronic PHI~~ PHI and to manage the conduct of CONTRACTOR's workforce in relation to the  
9 protection of that information.

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

12 a. Breach excludes:

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

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

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

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

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

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

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

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

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

35 4. "DRS" shall have the meaning given to such term under the HIPAA Privacy Rule in

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45 CFR § 164.501.

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

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~~ HHS 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~~ 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~~ P&Ps 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~~ HHS in the guidance issued on the HHS Web site.

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

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

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

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

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

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

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

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

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

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

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



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

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

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

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

10 #

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

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

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

19 D. SECURITY RULE

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

27 2. CONTRACTOR shall implement reasonable and appropriate ~~policies and procedures~~ P&Ps  
28 to comply with the standards, implementation specifications and other requirements of  
29 45 CFR Part 164, Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide  
30 COUNTY with its current and updated policies upon request.

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

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

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

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

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

12 #

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

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

19 E. DATA SECURITY REQUIREMENTS

20 1. Personal Controls

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

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

32 c. Confidentiality Statement. All persons that will be working with PHI COUNTY  
33 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
34 COUNTY must sign a confidentiality statement that includes, at a minimum, General Use, Security and  
35 Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the

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workforce member prior to access to such PHI. The statement must be renewed annually. The CONTRACTOR shall retain each person’s written confidentiality statement for COUNTY inspection for a period of six (6) years following the termination of the Agreement.

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

2. Technical Security Controls

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

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

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

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

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

f. Patch Management. All workstations, laptops and other systems that process and/or store

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

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

16 #  
17 Passwords must be composed of characters from at least three (3) of the following four (4) groups from  
18 the standard keyboard:

- 19 1) Upper case letters (A-Z)
- 20 2) Lower case letters (a-z)
- 21 3) Arabic numerals (0-9)
- 22 4) Non-alphanumeric characters (punctuation symbols)

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

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

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



1 agree with these requirements.

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

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

12 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to  
13 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
14 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is  
15 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files  
16 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website  
17 access, file transfer, and E-Mail.

18 #

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

23 3. Audit Controls

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

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

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

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1 confidentiality, integrity and availability of data.

2 4. Business Continuity/Disaster Recovery Control

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

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

15 5. Paper Document Controls

16 a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR  
17 creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left unattended  
18 at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that  
19 information is not being observed by an employee authorized to access the information. Such PHI  
20 #  
21 in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in  
22 baggage on commercial airplanes.

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

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

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

32 e. Faxing. Faxes containing PHI COUNTY discloses to CONTRACTOR or  
33 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY shall not be left  
34 unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement  
35 notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended

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1 recipient before sending the fax.

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

9 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

22 #

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

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

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

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

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

35 3) Any steps Individuals should take to protect themselves from potential harm

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of  
EXHIBIT B-

1 resulting from the Breach;

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

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

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

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

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

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

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

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

29 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

1) The Disclosure is required by law; or

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

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

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

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

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

H. PROHIBITED USES AND DISCLOSURES

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

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

I. OBLIGATIONS OF COUNTY

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

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

3. COUNTY shall notify CONTRACTOR of any restriction to the Use or Disclosure of PHI

1 that COUNTY has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may  
2 affect CONTRACTOR's Use or Disclosure of PHI.

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

5 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

EXHIBIT C  
 TO AGREEMENT FOR PROVISION OF  
 RECOVERY EDUCATION INSTITUTE SERVICES  
 BETWEEN  
 COUNTY OF ORANGE  
 AND  
 PACIFIC CLINICS  
 JULY 1, ~~2018~~2019 THROUGH JUNE 30, ~~2019~~2020

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

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

A. DEFINITIONS

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

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

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

4. "DHCS PI" shall mean PI, 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 the 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



1 the production of information, including statutes or regulations that require such information if payment  
2 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 required  
14 by this Personal Information Privacy and Security Contract or as required by applicable state and federal  
15 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 security  
21 program that include administrative, technical and physical safeguards appropriate to the size and  
22 complexity of CONTRACTOR's operations and the nature and scope of its activities, which incorporate  
23 the requirements of Subparagraph c., below.- CONTRACTOR will provide COUNTY with its current  
24 policies upon request.

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

28 1) Complying with all of the data system security precautions listed in Subparagraph E.  
29 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 CMPPA  
36 Agreement between the SSA and the CHHS and in the Agreement between the SSA and DHCS, known  
37 as the IEA. The specific sections of the IEA with substantive privacy and security requirements to be

1 complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange  
2 Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging  
3 Electronic Information with the 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 CONTRACTOR  
6 with respect to such information.

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

10 e. CONTRACTOR's Agents and Subcontractors. -To impose the same restrictions and  
11 conditions set forth in this Personal Information and Security Contract on any subcontractors or other  
12 agents with whom CONTRACTOR subcontracts any activities under the 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 DHCS  
17 PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or DHCS  
18 with a list of all employees, contractors and agents who have access to DHCS PII, including employees,  
19 contractors and agents of its subcontractors and agents.

20 g. Cooperation with COUNTY. -With respect to DHCS PI, to cooperate with and assist the  
21 COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the CIPA  
22 including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI,  
23 production of DHCS PI, disclosure of a security Breach involving DHCS PI and notice of such Breach to  
24 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.2 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.

34 //  
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37 //