

~~AGREEMENT FOR PROVISION OF
CHILDREN’S IN-HOME CRISIS STABILIZATION SERVICES~~

~~BETWEEN~~

~~COUNTY OF ORANGE~~

~~AND~~

~~ORANGE COUNTY CHILD ABUSE PREVENTION CENTER, INC.~~

~~DBA CHILD ABUSE PREVENTION CENTER, INC.~~

~~JULY 1, 2019 THROUGH JUNE 30, 2020~~

~~AMENDMENT NO. 1~~

~~TO~~

~~AGREEMENT NO. MA-042-17011116~~

~~FOR~~

~~CHILDREN’S IN-HOME CRISIS STABILIZATION SERVICES~~

~~— THIS AGREEMENT entered into this 1st day of July 2019, (effective date), is by and between the COUNTY OF ORANGE, a political subdivision of the State of California (COUNTY) and ORANGE COUNTY CHILD ABUSE PREVENTION CENTER, INC. DBA CHILD ABUSE PREVENTION CENTER, INC., a California nonprofit corporation (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as “Parties.” This Agreement shall be administered by the Director of the COUNTY’s Health Care Agency or an authorized designee (“ADMINISTRATOR”).~~

~~This Amendment (“Amendment No. 1”) to Agreement No. MA-042-17011116 for Children’s In-Home Crisis Stabilization Services is made and entered into on July 1, 2020 (“Effective Date”) between Orange County Child Abuse Prevention Center, Inc. dba Child Abuse Prevention Center (“Contractor”), with a place of business at 2390 Orangewood Avenue, Suite 300, Anaheim, CA 92806, and the County of Orange, a political subdivision of the State of California (“County”), through its Health Care Agency, with a place of business at 405 W. 5th St., Ste. 600, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively as “Parties”.~~

~~WITNESSETH:~~

~~— WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Children’s In-Home Crisis Stabilization Services described herein to the residents of Orange County; and~~

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

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

CONTENTS

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37

<u>PARAGRAPH</u>	<u>PAGE</u>
Title Page.....	1
Contents.....	2
Referenced Contract Provisions	4
I. Acronyms	6
II. Alteration of Terms	8
III. Assignment of Debts.....	8
IV. Compliance	8
V. Confidentiality.....	13
VI. Conflict of Interest	13
VII. Cost Report.....	13
VIII. Debarment and Suspension Certification.....	16
IX. Delegation, Assignment and Subcontracts.....	16
X. Dispute Resolution.....	18
XI. Employee Eligibility Verification	19
XII. Equipment	19
XIII. Facilities, Payments and Services.....	21
XIV. Indemnification and Insurance	21
XV. Inspections and Audits.....	25
XVI. Licenses and Laws	26
XVII. Literature, Advertisements, and Social Media.....	28
XVIII. Maximum Obligation	29
XIX. Minimum Wage Laws	29
XX. Nondiscrimination.....	29
XXI. Notices.....	32
XXII. Notification of Death	32
XXIII. Notification of Public Events and Meetings.....	33
XXIV. Patient’s Rights	33
XXV. Records Management and Maintenance.....	34
XXVI. Research and Publication	36
XXVII. Severability	36
XXVIII. Special Provisions	36
XXIX. Status of Contractor	37
XXX. Term.....	37
XXXI. Termination.....	38

1	XXXII.Third Party Beneficiary	40
2	XXXIII.Waiver of Default or Breach	40
3	Signature Page	41
4		
5	<u>EXHIBIT A</u>	
6	I. Common Terms and Definitions	1
7	II. Budget	9
8	III. Payments	11
9	IV. Reports.....	13
10	V. Services	14
11	VI. Staffing	18
12		
13	<u>EXHIBIT B</u>	
14	I. Business Associate Contract.....	1
15		
16	<u>EXHIBIT C</u>	
17	I. Personal Information Privacy and Security Contract.....	1
18	//	
19	//	
20	//	
21	//	
22	//	
23	//	
24	//	
25	//	
26	//	
27	//	
28	//	
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REFERENCED CONTRACT PROVISIONS

Term: ~~July 1, 2019 through June 30, 2020~~ July 1, 2020 through June 30, 2021

Maximum Obligation: ~~\$1,656,920~~ \$1,980,001

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 80-469-7696

CONTRACTOR TAX ID Number: 33-0013237

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: Orange County Child Abuse Prevention Center, Inc.
2390 E. Orangewood Ave., Suite 300
Anaheim, CA 92806
Lisa Fujimoto, Executive Director
LFujimoto@brightfutures4kids.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:

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4	A. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
5	B. AIDS	Acquired Immune Deficiency Syndrome
6	C. ARRA	American Recovery and Reinvestment Act of 2009
7	D. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
8	E. ASI	Addiction Severity Index
9	F. ASRS	Alcohol and Drug Programs Reporting System
10	G. BHS	Behavioral Health Services
11	H. CalOMS	California Outcomes Measurement System
12	I. CalWORKs	California Work Opportunity and Responsibility for Kids
13	J. CAP	Corrective Action Plan
14	K. CCC	California Civil Code
15	L. CCR	California Code of Regulations
16	M. CESI	Client Evaluation of Self at Intake
17	N. CEST	Client Evaluation of Self and Treatment
18	O. CFDA	Catalog of Federal Domestic Assistance
19	P. CFR	Code of Federal Regulations
20	Q. CHPP	COUNTY HIPAA Policies and Procedures
21	R. CHS	Correctional Health Services
22	S. COI	Certificate of Insurance
23	T. CPA	Certified Public Accountant
24	U. CSW	Clinical Social Worker
25	V. DHCS	California Department of Health Care Services
26	W. D/MC	Drug/Medi-Cal
27	X. DPFS	Drug Program Fiscal Systems
28	Y. DRS	Designated Record Set
29	Z. EEOC	Equal Employment Opportunity Commission
30	AA. EHR	Electronic Health Records
31	AB. EOC	Equal Opportunity Clause
32	AC. ePHI	Electronic Protected Health Information
33	AD. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
34	AF. FFS	Fee For Service
35	AG. FSP	Full Service Partnership
36	AH. FTE	Full Time Equivalent
37	AI. GAAP	Generally Accepted Accounting Principles

1	AJ. HCA	County of Orange Health Care Agency
2	AK. HHS	Federal Health and Human Services Agency
3	AL. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
4		Law 104-191
5	AM. HITECH	Health Information Technology for Economic and Clinical Health
6		Act, Public Law 111-005
7	AN. HIV	Human Immunodeficiency Virus
8	AO. HSC	California Health and Safety Code
9	AP. IRIS	Integrated Records and Information System
10	AQ. ITC	Indigent Trauma Care
11	AR. LCSW	Licensed Clinical Social Worker
12	AS. MAT	Medication Assisted Treatment
13	AT. MFT	Marriage and Family Therapist
14	AU. MH	Mental Health
15	AV. MHP	Mental Health Plan
16	AW. MHS	Mental Health Specialist
17	AX. MHSA	Mental Health Services Act
18	AZ. MSN	Medical Safety Net
19	BA. NIH	National Institutes of Health
20	BB. NPI	National Provider Identifier
21	BC. NPPES	National Plan and Provider Enumeration System
22	BD. OCR	Federal Office for Civil Rights
23	BE. OIG	Federal Office of Inspector General
24	BF. OMB	Federal Office of Management and Budget
25	BG. OPM	Federal Office of Personnel Management
26	BH. P&P	Policy and Procedure
27	BI. PA DSS	Payment Application Data Security Standard
28	BJ. PATH	Projects for Assistance in Transition from Homelessness
29	BK. PC	California Penal Code
30	BL. PCI DSS	Payment Card Industry Data Security Standards
31	BM. PCS	Post-Release Community Supervision
32	BN. PHI	Protected Health Information
33	BO. PII	Personally Identifiable Information
34	BP. PRA	California Public Records Act
35	BQ. PSC	Professional Services Contract System
36	BR. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
37	BS. SIR	Self-Insured Retention

1	BT. SMA	Statewide Maximum Allowable (rate)
2	BU. SOW	Scope of Work
3	BV. SUD	Substance Use Disorder
4	BW. UMDAP	Uniform Method of Determining Ability to Pay
5	BX. UOS	Units of Service
6	BY. USC	United States Code
7	BZ. WIC	Women, Infants and Children

8

9 **II. ALTERATION OF TERMS**

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

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

17

18 **III. ASSIGNMENT OF DEBTS**

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

26

27 **IV. COMPLIANCE**

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

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

34 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
 35 compliance program, code of conduct and any compliance related policies and procedures.
 36 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall
 37 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required

1 elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to
2 this Agreement. These elements include:

- 3 a. Designation of a Compliance Officer and/or compliance staff.
- 4 b. Written standards, policies and/or procedures.
- 5 c. Compliance related training and/or education program and proof of completion.
- 6 d. Communication methods for reporting concerns to the Compliance Officer.
- 7 e. Methodology for conducting internal monitoring and auditing.
- 8 f. Methodology for detecting and correcting offenses.
- 9 g. Methodology/Procedure for enforcing disciplinary standards.

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

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

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

35 ~~B. SANCTION SCREENING—CONTRACTOR shall screen all Covered Individuals employed or~~
36 ~~retained to provide services related to this Agreement monthly to ensure that they are not designated as~~
37 ~~Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the General~~

~~Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration's Death Master File, and/or any other list or system as identified by ADMINISTRATOR.~~

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

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

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

- is currently excluded, suspended, debarred or otherwise ineligible to participate in federal and state health care programs; or
- has been convicted of a criminal offense related to the provision of health care items or services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.

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

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

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

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

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

14 C. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General Compliance
15 Training available to Covered Individuals.

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

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

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

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

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

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

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

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

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

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

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

7 E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

23 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and
24 participate in the quality improvement activities developed in the implementation of the Quality
25 Management Program.

26 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural
27 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural
28 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
29 §1810.410.subds.(c)-(d).

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

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V. CONFIDENTIALITY

1
2 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any
3 audio and/or video recordings, in accordance with all applicable federal, state and county codes and
4 regulations, as they now exist or may hereafter be amended or changed.

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

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

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

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

VI. CONFLICT OF INTEREST

24
25
26 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions
27 that could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation
28 shall apply to CONTRACTOR's employees, agents, and subcontractors associated with the provision of
29 goods and services provided under this Agreement. CONTRACTOR's efforts shall include, but not be
30 limited to establishing rules and procedures preventing its employees, agents, and subcontractors from
31 providing or offering gifts, entertainment, payments, loans or other considerations which could be
32 deemed to influence or appear to influence COUNTY staff or elected officers in the performance of their
33 duties.

VII. COST REPORT

34
35
36 A. CONTRACTOR shall submit an individual and/or consolidated Cost Report to COUNTY no
37 later than sixty (60) calendar days following termination of this Agreement. CONTRACTOR shall

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

31
 32 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
 33 supporting documentation prepared by _____ for the cost report period
 34 beginning _____ and ending _____ and that, to the best of my
 35 knowledge and belief, costs reimbursed through this Agreement are reasonable and
 36 allowable and directly or indirectly related to the services provided and that this Cost
 37 Report is a true, correct, and complete statement from the books and records of

(provider name) in accordance with applicable instructions, except as noted. I also hereby certify that I have the authority to execute the accompanying Cost Report.

Signed _____
Name _____
Title _____
Date _____"

VIII. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

IX. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without prior written consent of COUNTY. CONTRACTOR shall provide written notification of

1 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to
2 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.
3 Any attempted assignment or delegation in derogation of this paragraph shall be void.

4 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's
5 business prior to completion of this Agreement, and COUNTY agrees to an assignment of the
6 Agreement, the new owners shall be required under the terms of sale or other instruments of transfer to
7 assume CONTRACTOR's duties and obligations contained in this Agreement and complete them to the
8 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in
9 part, without the prior written consent of COUNTY.

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

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

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

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

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

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

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

6 1. After approval of the subcontractor, ADMINISTRATOR may revoke the approval of the
 7 subcontractor upon five (5) calendar days' written notice to CONTRACTOR if the subcontractor
 8 subsequently fails to meet the requirements of this Agreement or any provisions that
 9 ADMINISTRATOR has required. ADMINISTRATOR may disallow subcontractor expenses reported
 10 by CONTRACTOR.

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

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

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

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

27 28 **X. DISPUTE RESOLUTION**

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

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

37 //

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

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

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

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

21 **XI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

32 **XII. EQUIPMENT**

33 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
 34 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
 35 ADMINISTRATOR to assist in performing the services described in this Agreement. "Relatively
 36 Permanent" is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000 or
 37

1 over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital
2 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and
3 other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contained
4 PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to
5 phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of
6 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be
7 depreciated according to GAAP.

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

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

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

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

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

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

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

36 //
37 //

1 to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance
2 must be maintained by CONTRACTOR through the entirety of this Agreement for inspection by
3 COUNTY representative(s) at any reasonable time.

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

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

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

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

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

20 F. QUALIFIED INSURER

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

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

29 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum
30 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
//	
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1	Automobile Liability including coverage	\$1,000,000 per occurrence
2	for owned, non-owned, and hired vehicles (4 passengers or less)	
3		
4	Workers' Compensation	Statutory
5		
6	Employers' Liability Insurance	\$1,000,000 per occurrence
7		
8	Network Security & Privacy Liability	\$1,000,000 per claims -made
9		
10	Professional Liability Insurance	\$1,000,000 per claims -made
11		\$1,000,000 aggregate
12		
13	Sexual Misconduct Liability	\$1,000,000 per occurrence
14		

15 H. REQUIRED COVERAGE FORMS

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

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

20 I. REQUIRED ENDORSEMENTS

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

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

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

30 2. The Network Security and Privacy Liability policy shall contain the following endorsements
31 which shall accompany the COI:

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

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

37 //

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

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

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

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

16 N. If CONTRACTOR's Professional Liability, Technology Errors & Omissions and/or Network
 17 Security & Privacy Liability are "Claims-Made" policies, CONTRACTOR shall agree to maintain
 18 coverage for two (2) years following the completion of the Agreement.

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

21 P. Insurance certificates should be forwarded to the agency/department address listed on the
 22 solicitation.

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

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

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

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

1 U. SUBMISSION OF INSURANCE DOCUMENTS

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

25

26 **XV. INSPECTIONS AND AUDITS**

27 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative

28 of the State of California, the Secretary of the United States Department of Health and Human Services,

29 the Comptroller General of the United States, or any other of their authorized representatives, shall to the

30 extent permissible under applicable law have access to any books, documents, and records, including but

31 not limited to, financial statements, general ledgers, relevant accounting systems, medical and Client

32 records, of CONTRACTOR that are directly pertinent to this Agreement, for the purpose of responding

33 to a beneficiary complaint or conducting an audit, review, evaluation, or examination, or making

34 transcripts during the periods of retention set forth in the Records Management and Maintenance

35 Paragraph of this Agreement. Such persons may at all reasonable times inspect or otherwise evaluate the

36 services provided pursuant to this Agreement, and the premises in which they are provided.

37 //

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

5 C. AUDIT RESPONSE

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

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

18 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare an annual
19 Single Audit as required by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR
20 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
21 Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14)
22 calendar days of receipt.

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

27 **XVI. LICENSES AND LAWS**

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

36 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

37 //

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

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

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

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

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

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

- 20 1. ARRA of 2009.
- 21 2. Trafficking Victims Protection Act of 2000.
- 22 3. Title 22, CCR, §51009, Confidentiality of Records.
- 23 4. California Welfare and Institutions Code, §14100.2, Medicaid Confidentiality.
- 24 5. Federal Medicare Cost reimbursement principles and cost reporting standards.
- 25 6. State of California-Health and Human Services Agency, Department of Health Care
26 Services, MHSD, Medi-Cal Billing Manual, October 2013.
- 27 7. Orange County Medi-Cal Mental Health Managed Care Plan.
- 28 8. Short-Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case
29 Management.
- 30 9. Short-Doyle/Medi-Cal Modifications/Revisions for the Rehabilitation Option and Targeted
31 Case Management Manual, including DMH Letter 94-14, dated July 7, 1994, DMH Letter No. 95-04,
32 dated July 27, 1995, DMH Letter 96-03, dated August 13, 1996.
- 33 10. WIC, Division 5, Community Mental Health Services.
- 34 11. WIC, Division 6, Admissions and Judicial Commitments.
- 35 12. WIC, Division 7, Mental Institutions.
- 36 13. HSC, §§1250 et seq., Health Facilities.
- 37 14. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.

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

17 D. CONTRACTOR shall at all times be capable and authorized by the State of California to
 18 provide treatment and bill for services provided to Medi-Cal eligible clients while working under the
 19 terms of this Agreement.

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

23 **XVII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

34 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
 35 available social media sites) in support of the services described within this Agreement, CONTRACTOR
 36 shall develop social media policies and procedures and have them available to ADMINISTRATOR upon
 37 reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used

1 to either directly or indirectly support the services described within this Agreement. CONTRACTOR
2 shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media
3 developed in support of the services described within this Agreement. CONTRACTOR shall also
4 include any required funding statement information on social media when required by
5 ADMINISTRATOR.

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

8
9 **XVIII. MAXIMUM OBLIGATION**

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

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

15 **XIX. MINIMUM WAGE LAWS**

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

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

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

30
31 **XX. NONDISCRIMINATION**

32 **A. EMPLOYMENT**

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

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

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

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

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

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

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

27 **B. SERVICES, BENEFITS AND FACILITIES** – CONTRACTOR and/or subcontractor shall not
 28 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
 29 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability,
 30 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,
 31 age, sexual orientation, or military and veteran status in accordance with Title IX of the Education
 32 Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964
 33 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6,
 34 Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act of
 35 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated
 36 pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be

37 //

1 hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination
2 includes, but is not limited to the following based on one or more of the factors identified above:

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

12 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Clients
13 through a written statement that CONTRACTOR’s and/or subcontractor’s Clients may file all complaints
14 alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
15 ADMINISTRATOR.

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

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

22 b. Throughout the problem resolution and grievance process, Client rights shall be
23 maintained, including access to the COUNTY’s Patients’ Rights Office at any point in the process.
24 Clients shall be informed of their right to access the COUNTY’s Patients’ Rights Office at any time.

25 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as
26 to the findings regarding the alleged complaint and, if not satisfied with the decision, has the right to
27 request a State Fair Hearing.

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

35 E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall
36 intimidate, coerce or take adverse action against any person for the purpose of interfering with rights
37 secured by federal or state laws, or because such person has filed a complaint, certified, assisted or

1 otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce
2 rights secured by federal or state law.

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

7 **XXI. NOTICES**

8
9 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
10 authorized or required by this Agreement shall be effective:

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

14 2. When faxed, transmission confirmed;

15 3. When sent by Email; or

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

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

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

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

28 **XXII. NOTIFICATION OF DEATH**

29
30 A. Upon becoming aware of the death of any person served pursuant to this Agreement,
31 CONTRACTOR shall immediately notify ADMINISTRATOR.

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

35 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by
36 telephone immediately upon becoming aware of the death due to non-terminal illness of any person
37 served pursuant to this Agreement; notice need only be given during normal business hours.

1 2. WRITTEN NOTIFICATION

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

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

8 c. When notification via encrypted email is not possible or practical CONTRACTOR may
9 hand deliver or fax to a known number said notification.

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

14
15 **XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

23
24 **XXIV. PATIENT'S RIGHTS**

25 A. CONTRACTOR shall post the current California Department of Mental Health Patients' Rights
26 poster as well as the Orange County HCA Mental Health Plan Grievance and Appeals poster in locations
27 readily available to Clients and staff and have Grievance and Appeal forms in the threshold languages
28 and envelopes readily accessible to Clients to take without having to request it on the unit.

29 B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an
30 internal grievance processes approved by ADMINISTRATOR, to which the beneficiary shall have
31 access.

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

35 2. Title IX Rights Advocacy. This process may be initiated by a Client who registers a
36 statutory rights violation or a denial or abuse complaint with the County Patients' Rights Office. The
37 Patients' Rights office shall investigate the complaint, and Title IX grievance procedures shall apply,

1 | which involve ADMINISTRATOR’S Director of Behavioral Health Care and the State Patients’ Rights
2 | Office.

3 | C. The parties agree that Clients have recourse to initiate an expression of dissatisfaction to
4 | CONTRACTOR, appeal to the County Patients’ Rights Office, file a grievance, and file a Title IX
5 | complaint. The Patients’ Advocate shall advise and assist the Client, investigate the cause of the
6 | grievance, and attempt to resolve the matter.

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

9 |
10 | **XXV. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

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

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

36 | //
37 | //

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

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

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

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

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

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

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

- 26 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit
27 or site visit.
- 28 2. Provide auditor or other authorized individuals access to documents via a computer terminal.
- 29 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if
30 requested.

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

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

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

3
4 **XXVI. RESEARCH AND PUBLICATION**

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

8
9 **XXVII. SEVERABILITY**

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

15
16 **XXVIII. SPECIAL PROVISIONS**

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

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

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

4 **XXXI. TERMINATION**

5 A. Either Party may terminate this Agreement, without cause, upon ninety (90) calendar days'
6 written notice given the other Party.

7 B. CONTRACTOR shall be responsible for meeting all programmatic and administrative
8 contracted objectives and requirements as indicated in this Agreement. CONTRACTOR shall be subject
9 to the issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not
10 meet goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe as
11 determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved
12 and/or the Agreement could be terminated.

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

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

- 19 1. The loss by CONTRACTOR of legal capacity.
- 20 2. Cessation of services.
- 21 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
22 another entity without the prior written consent of COUNTY.
- 23 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
24 required pursuant to this Agreement.
- 25 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this
26 Agreement.
- 27 6. The continued incapacity of any physician or licensed person to perform duties required
28 pursuant to this Agreement.
- 29 7. Unethical conduct or malpractice by any physician or licensed person providing services
30 pursuant to this Agreement; provided, however, COUNTY may waive this option if CONTRACTOR
31 removes such physician or licensed person from serving persons treated or assisted pursuant to this
32 Agreement.

33 E. CONTINGENT FUNDING

- 34 1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - 35 a. The continued availability of federal, state and county funds for reimbursement of
36 COUNTY's expenditures, and

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3
4 **XXXII. THIRD PARTY BENEFICIARY**

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

8
9 **XXXIII. WAIVER OF DEFAULT OR BREACH**

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

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

3
4 ORANGE COUNTY CHILD ABUSE PREVENTION CENTER INC., DBA CHILD ABUSE
5 PREVENTION CENTER INC.

6
7
8 BY: _____ DATED: _____

9
10
11 TITLE: _____

12
13
14
15
16 COUNTY OF ORANGE

17
18
19 BY: _____ DATED: _____

20 HEALTH CARE AGENCY

21
22
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24
25 APPROVED AS TO FORM
26 OFFICE OF THE COUNTY COUNSEL
27 ORANGE COUNTY, CALIFORNIA

28
29
30
31 BY: _____ DATED: _____

32 DEPUTY

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

EXHIBIT A
 AGREEMENT FOR PROVISION OF
 CHILDREN'S IN-HOME CRISIS STABILIZATION SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 ORANGE COUNTY CHILD ABUSE PREVENTION CENTER, INC.
 DBA CHILD ABUSE PREVENTION CENTER, INC.
 JULY 1, 2019 THROUGH JUNE 30, 2020

I. COMMON TERMS AND DEFINITIONS

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

A. Admission means documentation, by CONTRACTOR, for completion of entry and evaluation services provided to Clients into IRIS.

B. Client means any individual, referred or enrolled, for services under the Agreement who is living with mental, emotional, or behavioral disorders.

C. Crisis Intervention means a service, lasting less than twenty-four (24) hours that is provided to or on the behalf of a Client for a condition that requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to: assessment, individual therapy, collateral therapy, family therapy, case management, and psychiatric evaluation.

D. Data Collection Reporting system means the collection of State mandated data used for the tracking and reporting of outcome data for Clients enrolled in FSP/W programs.

1. 3 M's means the Quarterly Assessment Form being completed for each Client every three months in the approved Data Collection System. It tracks changes in education, sources of financial support, legal issues/designations, health status, substance abuse, and any other fields set forth by the State and/or the County. Must be completed not more than 14 days prior to or 30 days after the due date.

2. Data Certification means reviewing outcome data mandated by the state and COUNTY for accuracy and signing a Certification of Accuracy of Data form indicating that the data is accurate.

3. Key Event Tracking (KET) means the tracking of a Client's service movement and changes in the approved Data Collection System. A KET must be completed following the DCR business rules and entered accurately each time the CONTRACTOR is reporting a change from previous Client status in certain categories. The categories include: administrative status, residential status (including incarcerations and hospitalizations), employment, education, benefits acquisition, legal status, emergency interventions and any other fields set forth by the State or County.

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1 4. Partnership Assessment Form (PAF) means the baseline Assessment for each Client (as
2 defined by the State and/or County) that must be completed in full and entered into the DCR system
3 within thirty (30) days of the Client's enrollment date All DCR business rules regarding transferring and
4 re-enrolling clients must be followed and verified prior to entering a PAF in the system.

5 E. Diagnosis means identifying the nature of a Client's disorder. When formulating the Diagnosis
6 of Client, CONTRACTOR shall use the diagnostic codes as specified in the most current edition of the
7 Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric
8 Association. DSM diagnoses will be recorded on all IRIS documents, as appropriate.

9 F. Direct Service Hour (DSH) means the time, measured in hours and portions of hours, that a
10 clinician spends providing services to Clients or others on behalf of Clients. DSH credit, both billable
11 and non-billable minutes, is obtained by providing mental health, case management, medication support,
12 and crisis intervention services to Clients open in IRIS.

13 G. Early Periodic Screening Diagnostic and Treatment (EPSDT) means the State of California's
14 implementation of the Federal child health component of Medicaid program which provides physical,
15 mental, and developmental health services for children and young adults.

16 H. Education Coordinator means an individual who is responsible for providing assistance and
17 support with educational and vocational services as well as developing resources for those Clients that
18 wish to further their education or training.

19 I. Employment Coordinator means an individual who provides pre-employment training, job
20 orientation, and site training to Clients. This individual is also responsible for assisting Clients with job
21 application procedures; teaching social, grooming and dress-for-success personal hygiene skills to
22 Clients; and coaching Clients on how to maintain employment. This individual will develop
23 employment resources that match the needs of the program's Clients. In addition, the Employment
24 Coordinator may provide on-the-job mentoring and will work closely with the hiring companies and
25 Clients.

26 J. Engagement means the process where a trusting relationship between CONTRACTOR's staff
27 and Client is developed over a short period of time, so CONTRACTOR and Client can develop a plan to
28 link the Client to appropriate services within the community. Engagement of the Client is the objective
29 of a successful outreach.

30 K. Face-to-Face Contact means, as it pertains to a FSP/W, a direct encounter between
31 CONTRACTOR's staff and Client(s)/parent(s)/guardian(s). This does not include contact by phone,
32 email, etc. For the purpose of completing an Encounter Document, Face-to-Face Contact means a direct
33 encounter between staff and Client(s), regardless if another individual(s) is/are present or not.

34 L. Family Team means a group formed to meet the needs of a FSP/W eligible Client through
35 whatever means possible, and this team includes a program staff, the eligible Client, the Client's family
36 members, and other support individual(s) the family agrees to include on the team.

37 //

1 M. Full Service Partnership/Wraparound (FSP/W) means a program model described in
 2 COUNTY's MHSA plan that has been approved by the state. The MHSA plan describes how
 3 COUNTY will use MHSA funds to develop and implement treatment plans for mental health Clients
 4 through FSP/Ws. A FSP/W is an evidence-based and strength-based model with the focus on the
 5 individual rather than the disease. It is culturally competent in-home, intensive, mental health care
 6 coordination services that will address family needs across all life domains of the Client.

7 N. Group Home means a facility for housing youth and is licensed by Community Care Licensing
 8 under the provisions of CCR, Title 22, Division 6, et seq.

9 O. Head of Service means an individual ultimately responsible for overseeing the program and is
 10 required to be licensed as a mental health professional.

11 P. Housing Coordinator means an individual who provides assistance to Clients/families to have
 12 the most stable housing appropriate to their functioning levels and life circumstances. This may range
 13 from emergency motel placement to avoid homelessness, transitional housing that will provide stability
 14 and skills that would lead to more permanent housing. This individual may also assist in moving to
 15 greater independence by creating flex fund usage plans where the Client/family pays a greater
 16 percentage of housing cost per month so that housing costs become independent sustainable.

17 Q. Individual Services and Support Funds (Flexible Funds) means funds used to provide Clients
 18 and/or their families with immediate assistance, as deemed necessary, for the treatment of their mental
 19 illness and improve their overall quality of life. Flexible Funds are generally categorized as housing,
 20 transportation, food, clothing, medical, and miscellaneous expenditures that are individualized and
 21 appropriate to support Clients' mental health treatment activities.

22 R. Integrated Records Information System (IRIS) means the ADMINISTRATOR's database
 23 system that collects Clients' information such as registration, scheduled appointments, laboratory
 24 information system, invoice and reporting capabilities, compliance with regulatory requirements,
 25 electronic medical records, and other relevant applications.

26 S. Pathways to Wellbeing (PWB) Subclass means the lawsuit, Katie A. et al. v. Bonta et al., a class
 27 action lawsuit filed in Federal District Court concerning the availability of intensive mental health
 28 services to children in California who are either in foster care or at imminent risk of coming into care,
 29 created this Subclass.

30 T. Licensed Clinical Social Worker (LCSW) means a licensed individual, pursuant to the
 31 provisions of Chapter 14 of the California Business and Professions Code, who can provide clinical
 32 services to Clients. The license must be current and in force, and has not been suspended or revoked.
 33 Also, it is preferred that the individual has at least one (1) year of experience treating children and TAY.

34 U. Licensed Marriage Family Therapist (MFT) means a licensed individual, pursuant to the
 35 provisions of Chapter 13 of the California Business and Professions Code, pursuant to the provisions of
 36 Chapter 14 of the California Business and Professions Code, who can provide clinical services to
 37 //

1 Clients. The license must be current and in force, and has not been suspended or revoked. Also, it is
2 preferred that the individual has at least one (1) year of experience treating children and TAY.

3 V. Licensed Professional Clinical Counselor (LPCC) means a licensed individual, pursuant to the
4 provisions of Chapter 13 of the California Business and Professions Code, pursuant to the provisions of
5 Chapter 16 of the California Business and Professions Code, who can provide clinical service to Clients.
6 The license must be current and in force, and has not been suspended or revoked. Also, it is preferred
7 that the individual has at least one (1) year of experience treating children and TAY.

8 W. Licensed Psychiatric Technician (LPT) means a licensed individual, pursuant to the provisions
9 of Chapter 10 of the California Business and Professions Code, who can provide clinical services to
10 Clients. The license must be current and in force, and has not been suspended or revoked. Also, it is
11 preferred that the individual has at least one (1) year of experience treating children and TAY.

12 X. Licensed Psychologist means a licensed individual, pursuant to the provisions of Chapter 6.6 of
13 the California Business and Professions Code, who can provide clinical services to Clients. The license
14 must be current and in force, and has not been suspended or revoked. Also, it is preferred that the
15 individual has at least one (1) year of experience treating children and TAY.

16 Y. Licensed Vocational Nurse (LVN) means a licensed individual, pursuant to the provisions of
17 Chapter 6.5 of the California Business and Professions Code, who can provide clinical services to
18 Clients. The license must be current and in force, and has not been suspended or revoked. Also, it is
19 preferred that the individual has at least one (1) year of experience treating children and TAY.

20 Z. Live Scan means an inkless, electronic fingerprint which is transmitted directly to the
21 Department of Justice (DOJ) for the completion of a criminal record check, typically required of
22 employees who have direct contact with Clients.

23 AA. Medi-Cal means the State of California's implementation of the federal Medicaid health care
24 program which pays for a variety of medical services for children and adults who meet eligibility
25 criteria.

26 AB. Medical Necessity means diagnosis, impairment, and intervention related criteria as defined in
27 the COUNTY's MHP under Medical Necessity for Medi-Cal reimbursed Specialty Mental Health
28 Services.

29 AC. Mental Health Services means an individual or a group therapy and intervention being provided
30 to Clients that is designed to reduce mental disability and restores or improves daily functioning.
31 Mental Health Services must be consistent with goals of learning and development, as well as
32 independent living and enhanced self-sufficiency. In addition, these services cannot be provided as a
33 component of adult residential services, crisis residential treatment services, Crisis Intervention, crisis
34 stabilization, day rehabilitation, or day treatment intensive. Service activities may include, but are not
35 limited to: Assessment, plan development, rehabilitation, and collateral. Also, Mental Health Services
36 may be either Face-to-Face Contact, or by telephone with Clients or significant support individuals, and
37 services may be provided anywhere in the community.

1 1. Assessment means a service activity, which may include a clinical analysis of the history
2 and current status of a Client's mental, emotional, behavioral disorder, and relevant cultural issues. The
3 Assessment also needs to include history of services being provided, diagnosis, and any testing
4 procedures that were used.

5 2. Collateral means significant support individual(s) in a Client's life and is/are used to define
6 services provided to the Client with the intent of improving or maintaining the mental health status of
7 the Client. The Client may or may not be present for this service activity.

8 3. Intensive Care Coordination (ICC) means a medically necessary service provided to Medi-
9 Cal beneficiaries under the EPSDT benefit. ICC includes assessment, care planning and coordination of
10 services across child services systems and providers, including intensive services for children/youth who
11 meet the PWB Subclass criteria.

12 4. Intensive Home-Based Services (IHBS) means a medically necessary service provided to
13 Medi-Cal beneficiaries under the EPSDT benefit. IHBS are individualized, strength-based mental
14 health treatment interventions designed to ameliorate mental health conditions that interfere with a
15 client's functioning. IHBS are provided only in conjunction with ICC and are recommended by the
16 Child and Family Team. IHBS is also provided to the PWB Subclass population.

17 5. Medication Support Services means services provided by licensed physicians, registered
18 nurses, or other qualified medical staff, which include: prescribing, administering, dispensing and
19 monitoring of psychiatric medications or biologicals that are necessary to alleviate symptoms of mental
20 illness. These services also include evaluation and documentation of the clinical justification and
21 effectiveness of medication, dosage, side effects, compliance, and response to medication. In addition,
22 the licensed physicians, registered nurses, or other qualified medical staff must obtain informed consent
23 from Clients prior to providing medication education and plan development related to the delivery of
24 these services and/or Assessment to Clients.

25 6. Rehabilitation Service means an activity which includes assistance to improving,
26 maintaining, or restoring a Client's or group of Clients' functional skills, daily living skills, social and
27 leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or
28 medication education.

29 7. Substance Use treatment means a program that uses a stage-wise treatment model and is
30 non-confrontational, follows behavioral principles, considers interactions between mental illness and
31 substance abuse, and has gradual expectations of abstinence. Mental illness and substance abuse
32 research has strongly indicated that a Client with a disorder needs treatment for both problems to
33 recover fully. Focusing on one does not ensure the other will go away. Substance use services integrate
34 assistance for each condition by helping Clients recover from mental illness and substance abuse in one
35 setting and at the same time.

36 8. Therapeutic Behavioral Services (TBS) means one-on-one behavioral interventions with a
37 Client, which is designed to reduce or eliminate targeted behaviors as identified in the Client's treatment

1 plan. Collateral services are also provided to parent(s)/guardian(s) as part of TBS. Clients must be
 2 Medi-Cal eligible and meet TBS class membership and service need requirements. Documentation in
 3 the medical record must support Medical Necessity for these intensive services. Cases in which Clients
 4 are receiving more than twenty (20) hours per week of TBS or those who are expected to receive more
 5 than four months (120 days) of TBS must be approved by ADMINISTRATOR. ADMINISTRATOR
 6 has to approve individuals that are delivering these intervention services to ensure they are qualified to
 7 deliver these services.

8 9. Targeted Case Management (TCM) means services that assist a Client to access needed
 9 medical, educational, social, prevocational, vocational, rehabilitative, or other community services.
 10 These service activities may include, but are not limited to: communicating and coordinating services
 11 through referral; monitoring service delivery to ensure Clients' access to service and the service delivery
 12 system; and tracking of Clients' progress and plan development. Treatment Foster Care (TFC) also
 13 known as Therapeutic Foster Care, consists of intensive and highly coordinated mental health and
 14 support services provided to a foster parent or caregiver in which the foster parent/caregiver becomes an
 15 integral part of the child's treatment team.

16 10. Therapy means a therapeutic intervention that focuses primarily on symptom reduction as a
 17 means to improve functional impairments. Therapy may be delivered to a Client or a group of Clients,
 18 which may include family Therapy with Client being present.

19 AD. The Mental Health Services Act (MHSA) is a voter-approved initiative to develop a
 20 comprehensive approach to providing community-based mental health services and supports for
 21 California residents. It is also known as "Proposition 63."

22 AE. Mentoring Services means a service that provides support to Clients by building a structured
 23 and trusting relationship over a prolonged period of time between a Client and a mentor. The mentor is
 24 a peer or older individual who provides one-to-one contact and support in the following areas to assist
 25 Client(s)/parent(s)/guardian(s): consistent support, guidance, and coaching in life skills; concrete help
 26 and/or other relationship-building activities to the Client(s)/parent(s)/guardian(s); and linking the
 27 Client(s)/parent(s)/guardian(s) to other services within the COUNTY.

28 AF. National Provider Identifier (NPI) means the standard unique health identifier that was adopted
 29 by the Secretary of HHS Services under HIPAA for health care providers. All HIPAA covered
 30 healthcare providers, individuals, and organizations must obtain an NPI for use to identify themselves in
 31 HIPAA standard transactions. The NPI is assigned for life.

32 AG. Notice of Adverse Benefit Determination-BD (NOABD) means to notify Medi-Cal
 33 Beneficiaries and ADMINISTRATOR when services are denied, reduced, or terminated as specified by
 34 State standards.

35 AH. Notice of Privacy Practices (NPP) means a document that notifies Clients of uses and
 36 disclosures of PHI. The NPP may be made by, or on behalf of, the health plan or health care provider as
 37 set forth in HIPAA.

1 AI. Outcomes Analyst means an individual who ensures that an FSP program maintains a focus on
 2 program outcomes and quality assurance of the data being reported. This individual will be responsible
 3 for reviewing outcome data and other collected information for accuracy and correcting any errors prior
 4 to entering into the data capture system and again prior to exporting the files to the County and State.
 5 The Outcomes Analyst will, analyze data, and developing strategies for gathering new data from the
 6 Client's perspective to improve FSP/W's understanding of Client's needs and desires towards furthering
 7 their recovery. This individual will also provide feedback to the program and work collaboratively with
 8 the employment specialist, education specialist, benefits specialist, and other staff in the program to
 9 strategize and improve outcomes in service delivery as well as improve accuracy in reporting and
 10 tracking outcomes and other information. In addition, this position will be responsible for attending all
 11 data and outcome related meetings and ensuring that the FSP/W is being proactive in all data collection
 12 requirements and changes at the local and state levels.

13 AJ. Outreach means linking potential Clients to appropriate Mental Health Services within the
 14 community. Outreach activities will include educating the community about the services offered and
 15 requirements for participation in the various mental health programs within the community. Such
 16 activities may result in the CONTRACTOR developing Referral sources for Clients from programs
 17 being offered within the community.

18 AK. Personal Services Coordinator (PSC) means an individual with a Bachelor's Degree in Human
 19 Services or related field. It is preferred that the individual has at least two years of related experience
 20 with Mental Health Services, or three years' experience as a Client in a similar program who has
 21 graduated to self-sufficiency. A PSC leads the implementation of a service plan covering an entire
 22 range of needs for the Client and/or Client's family to promote success, safety, and permanence in the
 23 home, school, workforce, and community and lead Clients to self-sufficiency.

24 AL. Plan of Care (POC) means a written plan, including by reference any juvenile court order(s),
 25 developed and signed by the Family Team that includes the following elements:

- 26 1. A statement of an overall goal or vision for the Client and Client's family.
- 27 2. The strengths of the Client and Client's family.
- 28 3. The needs, as defined by specific life areas that must be met to achieve the goal(s) of the
 29 Client and Client's family.
- 30 4. Prevention and intervention safety plans.
- 31 5. The type, frequency, and duration of intervention strategies.
- 32 6. Financial responsibility for the components of the POC.
- 33 7. Desired outcomes.

34 AM. Program Director means an individual who is responsible for all aspects of administration and
 35 clinical operations of the mental health program, including development and adherence to the annual
 36 budget. This individual will also be responsible for the following: hiring, development and performance
 37 //

1 management of professional and support staff, and ensuring mental health treatment services are
2 provided in concert with COUNTY and state rules and regulations.

3 AN. Protected Health Information (PHI) means individually identifiable health information usually
4 transmitted through electronic media. PHI can be maintained in any medium as defined in the
5 regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is
6 created or received by a covered entity and is related to the past, present, or future physical or mental
7 health or condition of an individual, provision of health care to an individual, or the past, present, or
8 future payment for health care provided to an individual.

9 AO. Psychiatrist means an individual who meets the minimum professional and licensure
10 requirements set forth in Title 9, CCR, Section 623, and, preferably, has at least one (1) year of
11 experience treating children and TAY.

12 AP. Quality Improvement Committee (QIC) means a committee that meets quarterly to review one
13 percent (1%) of all “high-risk” Medi-Cal Clients in order to monitor and evaluate the quality and
14 appropriateness of services provided. At a minimum, the committee is comprised of one (1)
15 ADMINSTRATOR, one (1) clinician, and one (1) physician who are not involved in the clinical care of
16 the cases.

17 AQ. Referral means effectively linking Clients to other services within the community and
18 documenting follow-up provided within five (5) business days to assure that Clients have made contact
19 with the referred service(s).

20 AR. Registered Nurse (RN) means a licensed individual, pursuant to the provisions of Chapter 6 of
21 the California Business and Professions Code, who can provide clinical services to Clients. The license
22 must be current and in force, and has not been suspended or revoked. Also, it is preferred that the
23 individual has at least one (1) year of experience treating children and TAY.

24 AS. Seriously Emotionally Disturbed (SED) means children or adolescents minors under the age of
25 18 years who have a mental disorder as identified in the most recent edition of the Diagnostic and
26 Statistical Manual of Mental Disorders, other than a primary substance use disorder or developmental
27 disorder, which results in behavior inappropriate to the child’s age according to expected developmental
28 norms. W&I 5600.3.

29 AT. Serious Mental Impairment (SMI) means an adult with a mental disorder that is severe in degree
30 and persistent in duration, which may cause behavioral functioning which interferes substantially with
31 the primary activities of daily living, and which may result in an inability to maintain stable adjustment
32 and independent functioning without treatment, support, and rehabilitation for a long or indefinite period
33 of time. W&I 5600.3.

34 AU. Short-Term Residential Therapeutic Program (STRTP) means a residential facility operated by
35 a public agency or private organization and licensed by the California Department of Social Services
36 pursuant to Section 1562.01 that provides an integrated program of specialized and intensive care and
37 supervision, services and supports, treatment, and short-term 24-hour care and supervision to children

1 with the aim of moving the youth to a less restrictive environment within six months. The care and
 2 supervision provided by a short-term residential therapeutic program shall be nonmedical, except as
 3 otherwise permitted by law. Private short-term residential therapeutic programs shall be organized and
 4 operated on a nonprofit basis.

5 AV. Student Intern means student(s) currently enrolled in an accredited graduate or undergraduate
 6 program and is/are accumulating supervised work experience hours as part of field work, internship, or
 7 practicum requirements. Acceptable programs include all programs that assist students in meeting the
 8 educational requirements to be a Licensed MFT, a LCSW, a Licensed Clinical Psychologist, a Licensed
 9 PCC, or to obtain a Bachelor's degree. Individuals with graduate degrees and have two (2) years of full-
 10 time experience in a mental health setting, either post-degree or as part of the program leading to the
 11 graduate degree, are not considered as students.

12 AW. Token means the security device which allows an end-user to access the ADMINISTRATOR's
 13 computer based IRIS.

14 AX. UMDAP means the method used for determining the annual client liability for mental health
 15 services received from the COUNTY mental health system and is set by the State of California.

16 AY. WOC means the wraparound program administered by the COUNTY SSA and is available to
 17 children and transitional age youth who are returning from or being considered for placement in group
 18 homes.

20 **II. BUDGET**

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

26	ADMINISTRATIVE	TOTAL
27	Salaries	\$ 8,044
28	— Services and Supplies	6,124
29	— Indirect	144,000
30	SUBTOTAL ADMINISTRATIVE COST	\$ 158,168
31	PROGRAM	
32	— Salaries	\$1,115,011
33	— Benefits	164,054
34	Services and Supplies	219,687
35	SUBTOTAL PROGRAM COST	\$1,498,752
36		
37	TOTAL GROSS COST	\$1,656,920

1		
2	REVENUE	
3	Federal Medi-Cal	\$ 571,440
4	MHSA	1,085,480
5	TOTAL REVENUE	\$1,656,920
6		
7	TOTAL MAXIMUM OBLIGATION	\$1,656,920

8

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

11	<u>ADMINISTRATIVE</u>	<u>BUDGET</u>
12	<u>Salaries</u>	\$ 8,736
13	<u>Benefits</u>	1,310
14	<u>Audit</u>	6,800
15	<u>Indirect</u>	172,000
16	<u>SUBTOTAL ADMINISTRATIVE COST</u>	\$ 188,846
17	<u>PROGRAM</u>	
18	<u>Salaries</u>	\$1,326,656
19	<u>Benefits</u>	195,801
20	<u>Services and Supplies</u>	268,698
21	<u>SUBTOTAL PROGRAM COST</u>	\$1,791,154
22		
23	<u>TOTAL GROSS COST</u>	\$1,980,001
24		
25	<u>REVENUE</u>	
26	<u>MHSA</u>	\$1,980,001
27	<u>TOTAL REVENUE</u>	\$1,980,001
28		
29	<u>TOTAL MAXIMUM OBLIGATION</u>	\$1,980,001
30		

31

32 B. CONTRACTOR agrees the total cost of services provided for in the Agreement are based upon
33 projected revenue generation and shall be reimbursed by federal Medi-Cal and COUNTY MHSA
34 revenues. CONTRACTOR agrees that if actual federal Medi-Cal reimbursement, based upon the
35 completed Cost Report, as specified in the Cost Report Paragraph of the Agreement, for each Fiscal
36 Year is less than budgeted, the Maximum Obligation may, at ADMINISTRATOR's sole discretion, be
37 adjusted down by the amount of under generated federal Medi-Cal revenue. CONTRACTOR further

1 agrees that MHSAs revenue shall be used to cover the cost of non-Medi-Cal Clients and/or non-Medi-Cal
2 billable services and shall not exceed the amounts specified in the Budget Paragraph of this Exhibit A to
3 the Agreement, unless authorized, in writing, by ADMINISTRATOR.

4 C. In the event CONTRACTOR collects fees and insurance, including Medicare, for services
5 provided pursuant to the Agreement, CONTRACTOR may make written application to
6 ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the
7 fees and insurance shall be utilized exclusively to provide Mental Health Services. ADMINISTRATOR
8 may, at its sole discretion, approve any such retention of revenues. Approval by ADMINISTRATOR
9 shall be in writing to CONTRACTOR and shall specify the amount of said revenues to be retained and
10 the quantity of services to be provided by CONTRACTOR.

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

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

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

30 **III. PAYMENTS**

31 ~~— A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amounts of~~
32 ~~\$138,077 per month, as specified in the Referenced Contract Provisions of the Agreement. All~~
33 ~~payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report~~
34 ~~Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of~~
35 ~~providing the services hereunder; provided, however, the total of such payments does not exceed~~
36 ~~COUNTY's Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement~~
37 ~~and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and~~

~~federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.~~

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$165,000 per month. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments does not exceed Maximum Obligation, as specified in the Referenced Agreement Provisions of the Agreement, and provided further, CONTRACTOR's costs are reimbursable pursuant to federal, state and COUNTY regulations. ADMINISTRATOR may, at its discretion, pay supplemental billings for any month for which the provisional amount specified above has not been fully paid.

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

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

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

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

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

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

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

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

IV. REPORTS**A. FISCAL**

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

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

B. STAFFING REPORT – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. CONTRACTOR's reports shall contain required information, and be on a form acceptable to, or provided by ADMINISTRATOR. CONTRACTOR shall submit these reports no later than twenty (20) calendar days following the end of the month being reported.

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

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

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

V. SERVICES

A. FACILITIES

1. CONTRACTOR shall maintain a minimum of one (1) fully licensed and appropriate facility for the provision of Children's In-Home Crisis Residential Services which meets the minimum requirements for Medi-Cal eligibility at the following location or any other location(s) approved by ADMINISTRATOR:

2390 Orangewood Ave., Suite 300
Anaheim, California 92806

2. CONTRACTOR shall provide Clients and/or their family members twenty-four (24) hours a day, seven (7) days a week, and three hundred and sixty-five (365) days a year access to their assigned Family Stabilization Team or a designee acceptable to ADMINISTRATOR.

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

b. CONTRACTOR shall provide Clients and/or their family members with twenty-four (24) hour a day, seven (7) day a week, three hundred sixty five (365) day a year access to their assigned case manager or designee acceptable to ADMINISTRATOR. CONTRACTOR shall also develop with each Client and/or Client's family a plan for Crisis Intervention services which includes whom to contact for emergency services.

3. Upon ADMINISTRATOR's certification of the provider's existing site, the CONTRACTOR shall be responsible for making any necessary changes to meet and maintain Medi-Cal site standards.

B. IN-HOME CRISIS STABILIZATION SERVICES - Consist of an array of mental health services including crisis stabilization, assessment and treatment focusing on helping the family develop coping skills to avoid future crises. These services are less expensive than acute psychiatric hospitals. Assistance with benefit acquisition and treatment planning are also provided.

1. CONTRACTOR shall deliver in-home crisis stabilization services to severely emotionally ill children and their families identified by ADMINISTRATOR as eligible for these services.

2. CONTRACTOR shall assess potential Clients meeting the following criteria unless written exception is granted by ADMINISTRATOR:

- a. Orange County residents.
- b. displaying behaviors or a history indicative of being seriously emotionally ill as defined by the California Welfare and Institutions Code 5000.3.
- c. between the ages of zero (0) through eighteen (18) and their families.
- d. at risk of hospitalization and/or out of home placement.

1 e. unserved or underserved because of linguistic or cultural isolation.

2 3. CONTRACTOR shall engage the child and the child's family in the home whenever
3 possible. Services will be crisis focused and be provided in a short-term model with a target of an
4 intensive three week intervention which may be extended for clinical reasons with the concurrence of
5 the Administrator.

6 ~~4. CONTRACTOR shall provide an In-Home Crisis Stabilization Program through a three-
7 phase model. The initial phase shall include assessments of the severely emotionally ill child and
8 family, with the goal of identifying short term or immediate needs as well as de-escalation of the child
9 and family. The In-Home Crisis Stabilization Program shall form a team consisting of a mental health
10 worker and a mental health professional that shall develop a service plan with input from the child and
11 the child's family. During phase two, the team shall be responsible for ensuring the family is
12 developing appropriate coping skills and developing the family's support systems, while promoting
13 open communication among family members. The goal of phase three shall be to prepare the child and
14 the child's family for progression toward long-term resolution and treatment.~~

15 4. CONTRACTOR shall provide an In-Home Crisis Stabilization Program through a
16 three week, three-phase model. The initial phase shall include assessments of the severely emotionally
17 ill child and family, with the goal of identifying short-term or immediate needs as well as de-escalation of
18 the child and family. The In-Home Crisis Stabilization Program shall form a team consisting of a mental
19 health worker and a mental health professional that shall develop a service plan with input from the child
20 and the child's family. During phase two, the team shall be responsible for ensuring the family is
21 developing appropriate coping skills and developing the family's support systems, while promoting open
22 communication among family members. The goal of phase three shall be to prepare the child and the
23 child's family for progression toward long-term resolution and treatment.

24 5. CONTRACTOR shall coordinate Referrals with other existing wraparound and Mental
25 Health Services to ensure that all Clients and/or their families are given access to the most appropriate
26 level and type of services. Other services may include WOC, MHSA FSP/W programs for children
27 and/or adults, and other COUNTY Mental Health Services.

28 6. CONTRACTOR shall not refuse Client referrals if CONTRACTOR has available space
29 and appropriate staffing to take additional Clients, unless otherwise approved by ADMINISTRATOR.

30 7. CONTRACTOR shall provide contact within two (2) hours of Client's referral for services.

31 ~~8. CONTRACTOR shall ensure that all clinical documentation is completed promptly and is
32 reflected on the Client's chart within 24 hours after the completion of services.~~

33 8. CONTRACTOR shall ensure that all clinical documentation is completed promptly
34 and is reflected on the Client's chart within 72 hours after the completion of services.

35 9. CONTRACTOR shall review the financial status of all enrollees using the UMDAP, unless
36 otherwise approved in writing by COUNTY.

37 10. CONTRACTOR shall maximize collection of Medi-Cal and other third party payers
whenever appropriate and follow all state and COUNTY procedures for doing so.

~~11. CONTRACTOR shall accept referrals from and make referrals to the various MHSA
programs, as appropriate. CONTRACTOR shall coordinate referrals with other existing mental health~~

~~services and wraparound services, to ensure that Clients and their families are given access to the most appropriate level and type of service. Other services may include WOC, MHSA FSP programs for TAY or adults, and other COUNTY mental health services.~~

11. CONTRACTOR shall accept referrals from and make referrals to the various MHSA programs, as appropriate. CONTRACTOR shall coordinate referrals with other existing mental health services and wraparound services, to ensure that Clients and their families are given access to the most appropriate level and type of service. Other services may include WOC, MHSA FSP programs, and other COUNTY mental health services.

12. CONTRACTOR shall provide the appropriate and timely written Notice of Adverse Benefit Determination (NOABD) to notify Medi-Cal Beneficiaries and ADMINISTRATOR when services are denied, reduced, or terminated as specified by State standards.

13. Outcomes will be tracked using the Youth Outcomes Questionnaire (YOQ) or other similar measure which is sensitive to short-term changes and with demonstrated reliability, validity, and clinical utility with a child and adolescent population.

14. CONTRACTOR shall conduct Supervisory Review in accordance with procedures developed by ADMINISTRATOR. CONTRACTOR shall ensure that all chart documentation complies with all federal, state and local guidelines and standards.

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

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

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

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

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

- a. Token of each staff member who no longer supports the Agreement;
- b. Token of each staff member who no longer requires access to IRIS;
- c. Token of each staff member who leaves employment of CONTRACTOR; or
- d. Token is malfunctioning;
- e. Termination of the Agreement.

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

6. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through acts of negligence.

1 7. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All
 2 statistical data used to monitor CONTRACTOR shall be compiled using only COUNTY IRIS reports, if
 3 available, and if applicable.

4 D. CONTRACTOR shall obtain a NPI.

5 1. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI
 6 for use to identify themselves in HIPAA standard transactions.

7 2. CONTRACTOR, including each employee that provides services under the Agreement,
 8 will obtain a NPI upon commencement of the Agreement or prior to providing services under the
 9 Agreement. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by
 10 ADMINISTRATOR, all NPI as soon as they are available.

11 E. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first
 12 service provided under the Agreement to individuals who are covered by Medi-Cal and have not
 13 previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon
 14 request, the NPP for the COUNTY, as the MHP, to any individual who received services under the
 15 Agreement.

16 F. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
 17 with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the
 18 terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder will not be
 19 used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian
 20 institution, or religious belief.

21 G. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
 22 conduct research activity on COUNTY Clients without obtaining prior written authorization from
 23 ADMINISTRATOR.

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. These responsibilities include, but
 28 are not limited, to the following:

- 29 1. Designate the responsible position(s) in your organization for managing the funds allocated
 30 to the program;
- 31 2. Maximize the use of the allocated funds;
- 32 3. Ensure timely and accurate reporting of monthly expenditures;
- 33 4. Maintain appropriate staffing levels;
- 34 5. Request budget and/or staffing modifications to the Agreement;
- 35 6. Effectively communicate and monitor the program for its success;
- 36 7. Track and report expenditures electronically;

37 //

1 8. Maintain electronic and telephone communication between CONTRACTOR and
2 ADMINISTRATOR; and

3 9. Act quickly to identify and solve problems.

4 I. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional
5 welfare of Clients, including but not limited to serious physical harm to self or others, serious
6 destruction of property, developments, etc., and which may raise liability issues with COUNTY.
7 CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse
8 incident.

9 J. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues
10 that adversely affect the quality or accessibility of Client-related services provided by, or under contract
11 with, the COUNTY as identified by the ADMINISTRATOR.

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

14 **VI. STAFFING**

15
16 ~~— A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in~~
17 ~~Full-Time Equivalents (FTEs) continuously throughout the term of the Agreement. One (1) FTE shall~~
18 ~~be equal to an average of forty (40) hours work per week.~~

19		
20	ADMINISTRATION PROGRAM	<u>FTE</u>
21	— Contract and Compliance Systems Officer	<u>0.11</u>
22	SUBTOTAL ADMINISTRATION	<u>0.11</u>
23		
24	DIRECT PROGRAM	
25	— Program Director	1.00
26	Program Supervisor	1.00
27	Billing Oversight Manager	1.00
28	Chief Program Officer	0.22
29	QA Coordinator	1.00
30	Evaluation and Data Analyst	0.15
31	EHR Support Specialist	0.15
32	Mental Health Professional	4.00
33	Mental Health Professional (Licensed)	4.00
34	Lead Mental Health Worker	1.00
35	Mental Health Worker	5.00
36	Parent Partner	1.00
37	Intake Coordinator	<u>-1.00</u>

1 **SUBTOTAL DIRECT PROGRAM** **20.52**

2 **TOTAL FTEs** **20.63**

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

6 ADMINISTRATION PROGRAM FTE

7 Contract and Compliance Systems Officer 0.12

8 SUBTOTAL ADMINISTRATION 0.12

9
10 DIRECT PROGRAM

11 Program Director 1.00

12 Chief Program Officer 0.24

13 Program Supervisor 1.00

14 Billing Oversight Manager 1.00

15 Evaluation and Data Analyst 0.17

16 EHR Support Specialist 0.17

17 QA Coordinator 1.00

18 On-Call 0.03

19 Associate Supervisor 1.00

20 Biller 0.50

21 Intake Coordinator 1.00

22 Mental Health Professional 8.00

23 Mental Health Professional (Licensed) 2.00

24 Lead Mental Health Worker 1.00

25 Mental Health Worker 6.00

26 Parent Partner 1.00

27 SUBTOTAL DIRECT PROGRAM 25.11

28 TOTAL FTEs 25.23"

29
30
31
32 B. CONTRACTOR shall have as Head of Service; a licensed mental health professional, in
 33 conformance to one of the following staff categories: Psychiatrist, Licensed Psychologist, LCSW,
 34 LPCC, Licensed MFT, RN, LVN, or LPT.

35 C. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold
 36 languages as determined by ADMINISTRATOR. Whenever possible, bilingual/bicultural staff should
 37 be retained. Any clinical vacancies occurring at a time when bilingual and bicultural composition of the

1 clinical staffing does not meet the above requirement must be filled with bilingual and bicultural staff
 2 unless ADMINISTRATOR consents, in advance and in writing, to the filling of those positions with
 3 non-bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs
 4 other than salaries and employees benefits unless otherwise authorized, in advance and in writing, by
 5 ADMINISTRATOR.

6 D. CONTRACTOR shall maintain personnel files for each staff person, including management and
 7 other administrative positions, both direct and indirect to the Agreement, which shall include, but not be
 8 limited to, an application for employment, qualifications for the position, applicable licenses, Live Scan
 9 results, waivers, registrations, documentation of bicultural/bilingual capabilities (if applicable), pay rate
 10 and evaluations justifying pay increases.

11 E. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a
 12 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
 13 shall maintain documents of such efforts which may include; but not be limited to: records of
 14 participation in COUNTY-sponsored or other applicable Training; recruitment and hiring P&Ps; copies
 15 of literature in multiple languages and formats, as appropriate; and descriptions of measures taken to
 16 enhance accessibility for, and sensitivity to, individuals who are physically challenged.

17 F. CONTRACTOR shall recruit, hire, train, and maintain staff that are persons in recovery, and/or
 18 family members of persons in recovery. These individuals shall not be currently receiving services
 19 directly from CONTRACTOR. Documentation may include, but not be limited to, the following:
 20 records attesting to efforts made in recruitment and hiring practices and identification of measures taken
 21 to enhance accessibility for potential staff in these categories.

22 G. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
 23 any staffing vacancies that occur during the term of the Agreement. CONTRACTOR's notification
 24 shall include at a minimum the following information: employee name(s), position title(s), date(s) of
 25 resignation, date(s) of hire, and a description of recruitment activity.

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

29 I. CONTRACTOR shall provide training to service staff covering suicide assessment and crisis
 30 intervention or indications of suicidal risk (depending on scope of practice), developing safety plans,
 31 maintaining healthy boundaries, reporting child abuse, dealing with difficult Clients, meeting facilitation
 32 and medication, confidentiality, identification of strengths, promoting life skills, and such other topics
 33 identified by the COUNTY. Formal training sessions may also be used to cover these topics but cannot
 34 substitute for weekly supervision hours.

35 J. CONTRACTOR shall maintain a current signature list including each supervisor and provider
 36 of direct services who signs chart documentation. The list shall include the printed/type staff name and
 37 //

1 title, followed by the legal signature with title as it appears on all chart documents. For licensed or
2 registered clinical staff, the name must match the name on the license or registration.

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

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

12 ~~M. WORKLOAD STANDARDS CONTRACTOR understands and agrees that at any given time~~
13 ~~the standards referenced below are minimum standards, and shall make every effort to exceed these~~
14 ~~minimums.~~

15 ~~1. One (1) DSH shall be equal to sixty (60) minutes of direct Client service.~~

16 ~~2. CONTRACTOR shall provide a minimum of one hundred (100) DSH per month per~~
17 ~~billable FTE, twelve hundred (1,200) DSH per year per billable FTE or agreed upon productivity levels~~
18 ~~which shall include mental health, case management, crisis intervention, and other support services and~~
19 ~~is inclusive of both billable and non-billable services.~~

20 ~~3. CONTRACTOR shall, during the Agreement, provide a minimum of eighteen thousand~~
21 ~~two hundred forty (18,240) DSH (nine thousand one hundred twenty (9,120) billable and nine thousand~~
22 ~~one hundred twenty (9,120) non-billable).~~

23 ~~4. CONTRACTOR shall, at a minimum, provide the following DSH per month per FTE:~~

24 ~~a. Lead Mental Health Worker shall provide one hundred (100) DSH per month or one~~
25 ~~thousand two hundred (1,200) DSH per year.~~

26 ~~b. Licensed and Pre-Licensed Mental Health Professional shall provide one hundred (100)~~
27 ~~DSH per month or one thousand two hundred (1,200) DSH per year.~~

28 ~~c. Mental Health Worker shall provide one hundred (100) DSH per month or one~~
29 ~~thousand two hundred (1,200) DSH per year.~~

30 ~~d. Parent Partner shall provide one hundred (100) DSH per month or one thousand two~~
31 ~~hundred (1,200) DSH per year.~~

32 ~~e. Intake Coordinator shall provide twenty (20) DSH per month or two hundred forty~~
33 ~~(240) DSH per year.~~

34 ~~4. CONTRACTOR shall maintain an ongoing minimum caseload of ninety four (94)~~
35 ~~Clients/Client families throughout the term of the Agreement, unless otherwise approved by~~
36 ~~ADMINISTRATOR.~~

37 ~~5. CONTRACTOR shall provide a minimum of four thousand two hundred (4,200) Face-to-~~

~~Face Contacts with Clients/Client families per year for FSP/W services.~~

~~6. CONTRACTOR shall provide In-Home Crisis Stabilization Services to a minimum of 400 hundred (400) Clients during the Agreement. Services should include the following: crisis intervention, individual and family therapy, and case management hours to eligible Clients, as specified in the Services Paragraph of this Exhibit A to the Agreement, unless otherwise approved by ADMINISTRATOR.~~

M. WORKLOAD STANDARDS - CONTRACTOR understands and agrees that at any given time the standards referenced below are minimum standards, and shall make every effort to exceed these minimums.

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

2. CONTRACTOR shall provide a minimum of one hundred (100) DSH per month per billable FTE, twelve hundred (1,200) DSH per year per billable FTE or agreed upon productivity levels, which shall include mental health, case management, crisis intervention, and other support services and is inclusive of both billable and non-billable services.

3. CONTRACTOR shall, during the Agreement, provide a minimum of twenty-one thousand six hundred (21,600) DSH (ten thousand eight hundred (10,800) billable and ten thousand eight hundred (10,800) non-billable).

4. CONTRACTOR shall, at a minimum, provide the following DSH per month per FTE:

a. Lead Mental Health Worker shall provide one hundred (100) DSH per month or one thousand two hundred (1,200) DSH per year.

b. Licensed and Pre-Licensed Mental Health Professional shall provide one hundred (100) DSH per month or one thousand two hundred (1,200) DSH per year.

c. Mental Health Worker shall provide one hundred (100) DSH per month or one thousand two hundred (1,200) DSH per year.

d. Parent Partner shall provide one hundred (100) DSH per month or one thousand two hundred (1,200) DSH per year.

e. Intake Coordinator shall provide twenty (20) DSH per month or two hundred forty (240) DSH per year.

5. CONTRACTOR shall provide In-Home Crisis Stabilization Services to a minimum of eight hundred sixty-six (866) Clients during the Agreement. Services should include the following: crisis assessment (5585/W6000), crisis intervention, individual and family therapy, and case management hours to eligible Clients, as specified in the Services Paragraph of this Exhibit A to the Agreement, unless otherwise approve by ADMINISTRATOR.

O. STUDENT INTERNS

1. CONTRACTOR may augment the above paid staff with volunteers or interns upon written approval of ADMINISTRATOR.

a. CONTRACTOR shall meet minimum requirements for supervision of each Student Intern as required by the State Licensing Board and/or school program descriptions or work contracts.

//

1 b. Student Intern services shall not comprise more than twenty percent (20%) of total
2 services provided.

3 2. CONTRACTOR shall provide a minimum of two (2) hours per week supervision to each
4 Student Intern providing Mental Health Services and one (1) hour of supervision for each ten (10) hours
5 of treatment for Student Interns providing substance abuse services. CONTRACTOR shall provide
6 supervision to volunteers as specified in the respective job descriptions or work contracts.

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

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EXHIBIT B
 AGREEMENT FOR PROVISION OF
 CHILDREN'S IN-HOME CRISIS STABILIZATION SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 ORANGE COUNTY CHILD ABUSE PREVENTION CENTER, INC.
 DBA CHILD ABUSE PREVENTION CENTER, INC.
 JULY 1, 2019 THROUGH JUNE 30, 2020

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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

1 Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and
2 electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

3 B. DEFINITIONS

4 1. "Administrative Safeguards" are administrative actions, and P&Ps, to manage the selection,
5 development, implementation, and maintenance of security measures to protect ePHI and to manage the
6 conduct of CONTRACTOR's workforce in relation to the protection of that information.

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

9 a. Breach excludes:

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

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

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

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

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

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

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

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

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

32 4. "DRS" shall have the meaning given to such term under the HIPAA Privacy Rule in
33 45 CFR § 164.501.

34 5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in
35 45 CFR § 160.103.

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

1 7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in
2 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance
3 with 45 CFR § 164.502(g).

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

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

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

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

13 12. "Secretary" shall mean the Secretary of the Department of HHS or his or her designee.

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

19 14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of ePHI at
20 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

21 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in
22 45 CFR § 160.103.

23 16. "Technical safeguards" means the technology and the P&Ps for its use that protect
24 electronic PHI and control access to it.

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

28 18. "Use" shall have the meaning given to such term under the HIPAA regulations in
29 45 CFR § 160.103.

30 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

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

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

1 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of
2 45 CFR Part 164 with respect to ePHI COUNTY discloses to CONTRACTOR or CONTRACTOR
3 creates, receives, maintains, or transmits on behalf of COUNTY.

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

4 D. SECURITY RULE

5 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish
6 and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with
7 45 CFR § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to
8 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.
9 CONTRACTOR shall develop and maintain a written information privacy and security program that
10 includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of
11 CONTRACTOR's operations and the nature and scope of its activities.

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

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

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

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

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

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

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

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

1 E. DATA SECURITY REQUIREMENTS

2 1. Personal Controls

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

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

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

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

28 2. Technical Security Controls

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

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

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

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

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

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

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

- 32 1) Upper case letters (A-Z)
- 33 2) Lower case letters (a-z)
- 34 3) Arabic numerals (0-9)
- 35 4) Non-alphanumeric characters (punctuation symbols)

36 h. Data Destruction. When no longer needed, all PHI COUNTY discloses to
37 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY

1 must be wiped using the Gutmann or US DoD 5220.22-M (7 Pass) standard, or by degaussing. Media
2 may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods
3 require prior written permission by COUNTY.

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

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

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

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

23 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to
24 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
25 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is
26 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files
27 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as
28 website access, file transfer, and E-Mail.

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

33 3. Audit Controls

34 a. System Security Review. CONTRACTOR must ensure audit control mechanisms that
35 record and examine system activity are in place. All systems processing and/or storing PHI COUNTY
36 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
37 COUNTY must have at least an annual system risk assessment/security review which provides

1 assurance that administrative, physical, and technical controls are functioning effectively and providing
2 adequate levels of protection. Reviews should include vulnerability scanning tools.

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

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

10 4. Business Continuity/Disaster Recovery Control

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

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

23 5. Paper Document Controls

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

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

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

36 //

37 //

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

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

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

16 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

10 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
11 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
12 COUNTY.

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

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

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

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

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

34 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

35 1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR
36 as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in
37 //

1 the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done
2 by COUNTY except for the specific Uses and Disclosures set forth below.

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

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

8 1) The Disclosure is required by law; or

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

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

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

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

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

23 H. PROHIBITED USES AND DISCLOSURES

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

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

33 I. OBLIGATIONS OF COUNTY

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

37 //

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

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

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

9 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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EXHIBIT C
 AGREEMENT FOR PROVISION OF
 CHILDREN'S IN-HOME CRISIS STABILIZATION SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 ORANGE COUNTY CHILD ABUSE PREVENTION CENTER, INC.
 DBA CHILD ABUSE PREVENTION CENTER, INC.
 JULY 1, 2019 THROUGH JUNE 30, 2020

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

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

A. DEFINITIONS

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

2. "Breach of the security of the system" shall have the meaning given to such term under the CIPA, 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

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

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

6 B. TERMS OF AGREEMENT

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

11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

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

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

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

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

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

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

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

7 d. Mitigation of Harmful Effects. To mitigate, to the extent practicable, any harmful 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
17 DHCS PII, upon request by COUNTY and/or DHCS, CONTRACTOR shall provide COUNTY and/or
18 DHCS with a list of all employees, contractors and agents who have access to DHCS PII, including
19 employees, contractors and agents of its subcontractors and agents.

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

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

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

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