

1 AGREEMENT FOR PROVISION OF
2 BEHAVIORAL HEALTH CALWORKS SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 MARIPOSA WOMEN AND FAMILY CENTER
7 JULY 1, 2019 THROUGH JUNE 30, 2020
8

9 THIS AGREEMENT entered into this 1st day of July 2019 (effective date), is by and between the
10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and MARIPOSA
11 WOMEN AND FAMILY CENTER, a California non-profit corporation (CONTRACTOR). COUNTY
12 and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as
13 "Parties." This Agreement shall be administered by the Director of the COUNTY's Health Care Agency
14 or an authorized designee ("ADMINISTRATOR").
15

16 **W I T N E S S E T H:**
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18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Behavioral
19 Health CalWORKs services described herein to the residents of Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

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Term: July 1, 2019 through June 30, 2020

Maximum Obligation: \$ 1,138,254

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 62-722-6582

CONTRACTOR TAX ID Number: 95-3626580

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: Mariposa Women and Family Center
200 E. Katella Ave.
Orange, CA 92867
Dr. Krista Driver, President and CEO
kdriver@mariposacenter.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 Exhibits A, B, and C attached hereto and incorporated herein,
11 fully expresses the complete understanding of COUNTY and CONTRACTOR with respect to the
12 subject 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, shall be valid unless made in the form of a
15 written amendment to this Agreement, which has been formally approved and executed by both parties.

16
17 **III. ASSIGNMENT OF DEBTS**

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

25
26 **IV. COMPLIANCE**

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

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

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

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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
22 reasonable time, which shall not exceed forty-five (45) calendar days, and determine if contractor's
23 proposed compliance program and code of conduct contain all required elements to the
24 ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of
25 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and
26 CONTRACTOR shall revise its compliance program and code of conduct to meet
27 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's
28 Compliance Officer's 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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

V. CONFIDENTIALITY

A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any audio and/or video recordings, in accordance with all applicable federal, state and county codes and regulations, including 42 USC §290dd-2 (Confidentiality of Records), as they now exist or may hereafter be amended or changed.

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

8
 9 **VI. CONFLICT OF INTEREST**

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

18
 19 **VII. COST REPORT**

20 A. CONTRACTOR shall submit a Cost Report to COUNTY no later than forty-five (45) calendar
 21 days following termination of this Agreement. CONTRACTOR shall prepare the Cost Report in
 22 accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special
 23 Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and
 24 between programs, cost centers, services, and funding sources in accordance with such requirements and
 25 consistent with prudent business practice, which costs and allocations shall be supported by source
 26 documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon
 27 reasonable notice.

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

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

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

4 2. CONTRACTOR may request, in advance and in writing, an extension of the due date of the
5 Cost Report setting forth good cause for justification of the request. Approval of such requests shall be
6 at the sole discretion of ADMINISTRATOR and shall not be unreasonably denied. In no case shall
7 extensions be granted for more than seven (7) calendar days.

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

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

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

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

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

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

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

12
13 Signed _____
14 Name _____
15 Title _____
16 Date _____"

17
18 **VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

36 2. If CONTRACTOR is a for-profit organization, any change in the business structure,
37 including but not limited to, the sale or transfer of more than ten percent (10%) of the assets or stocks of

1 CONTRACTOR, change to another corporate structure, including a change to a sole proprietorship, or a
2 change in fifty percent (50%) or more of Board of Directors or any governing body of CONTRACTOR
3 at one time shall be deemed an assignment pursuant to this paragraph. Any attempted assignment or
4 delegation in derogation of this subparagraph shall be void.

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

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

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

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

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

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

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

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

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

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

11 **IX. DISPUTE RESOLUTION**

12
13 A. The Parties shall deal in good faith and attempt to resolve potential disputes informally. If the
14 dispute concerning a question of fact arising under the terms of this Agreement is not disposed of in a
15 reasonable period of time by the CONTRACTOR and the ADMINISTRATOR, such matter shall be
16 brought to the attention of the COUNTY Purchasing Agency by way of the following process:

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

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

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

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

34 D. This Agreement has been negotiated and executed in the State of California and shall be
35 governed by and construed under the laws of the State of California. In the event of any legal action to
36 enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent
37 jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit

1 to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the
2 Parties specifically agree to waive any and all rights to request that an action be transferred for
3 adjudication to another county.

4 5 **X. EMPLOYEE ELIGIBILITY VERIFICATION**

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

15 16 **XI. EQUIPMENT**

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

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

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

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

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

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

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

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

19 20 **XII. FACILITIES, PAYMENTS AND SERVICES**

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

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

32 33 **XIII. INDEMNIFICATION AND INSURANCE**

34 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
35 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
36 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
37 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,

1 including but not limited to personal injury or property damage, arising from or related to the services,
2 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
3 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
4 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
5 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall
6 request a jury apportionment.

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

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

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

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

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

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

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

3 F. QUALIFIED INSURER

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

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

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

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

34 H. REQUIRED COVERAGE FORMS

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

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

3 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20 U. SUBMISSION OF INSURANCE DOCUMENTS

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

- 22 a. Prior to the start date of this Agreement.
23 b. No later than the expiration date for each policy.
24 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
25 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

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

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

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

35 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late
36 COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and
37

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1 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance
2 provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

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

5 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
6 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs
7 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.
8

9 **XIV. INSPECTIONS AND AUDITS**

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

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

24 C. AUDIT RESPONSE

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

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

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

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

8
9 **XV. LICENSES AND LAWS**

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

18 **B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

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

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

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

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

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

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

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37 //

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

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

1. ARRA of 2009.
2. Trafficking Victims Protection Act of 2000.
3. WIC, Division 5, Community Mental Health Services.
4. WIC, Division 6, Admissions and Judicial Commitments.
5. WIC, Division 7, Mental Institutions.
6. HSC, §§1250 et seq., Health Facilities.
7. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
8. CCR, Title 9, Rehabilitative and Developmental Services.
9. CCR, Title 17, Public Health.
10. CCR, Title 22, Social Security.
11. CFR, Title 42, Public Health.
12. CFR, Title 45, Public Welfare.
13. USC Title 42. Public Health and Welfare.
14. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
15. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
16. 42 USC §1857, et seq., Clean Air Act.
17. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
18. 31 USC 7501.70, Federal Single Audit Act of 1984.
19. Policies and procedures set forth in Mental Health Services Act.
20. Policies and procedures set forth in DHCS Letters.
21. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
22. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

XVI. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

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

1 and electronic media such as the Internet.

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

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

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

16 E. CONTRACTOR shall also clearly explain through these materials that there shall be no
17 unlawful use of drugs or alcohol associated with the services provided pursuant to this Agreement, as
18 specified in HSC, §11999-11999.3.

19 20 **XVII. MAXIMUM OBLIGATION**

21 A. The Maximum Obligation of COUNTY for services provided in accordance with this
22 Agreement is as specified in the Referenced Contract Provisions of this Agreement, except as allowed
23 for in Subparagraph B. below.

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

26 27 **XVIII. MINIMUM WAGE LAWS**

28 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
29 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
30 federal or California Minimum Wage to all its Covered Individuals (as defined within the "Compliance"
31 paragraph of this Agreement) that directly or indirectly provide services pursuant to this Agreement, in
32 any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals
33 providing services pursuant to this Agreement be paid no less than the greater of the federal or
34 California Minimum Wage.

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

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

6 **XIX. NONDISCRIMINATION**

7 **A. EMPLOYMENT**

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

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

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

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

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

34 6. Each labor union or representative of workers with which CONTRACTOR and/or
35 subcontractor has a collective bargaining agreement or other contract or understanding must post a
36 notice advising the labor union or workers' representative of the commitments under this

37 //

1 Nondiscrimination Paragraph and shall post copies of the notice in conspicuous places, available to
2 employees and applicants for employment.

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

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

25 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Clients
26 through a written statement that CONTRACTOR's and/or subcontractor's Clients may file all
27 complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
28 ADMINISTRATOR or the U.S. Department of Health and Human Services' OCR.

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

33 a. COUNTY shall establish a formal resolution and grievance process in the event
34 grievance is not able to be resolved at point of service.

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

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

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

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

17 **XX. NOTICES**

18 A. Unless otherwise specified, all notices, claims, correspondence, reports and/or statements
19 authorized or required by this Agreement shall be effective:
20

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

24 2. When faxed, transmission confirmed;

25 3. When sent by Email; or

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

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

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

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

XXI. NOTIFICATION OF DEATH

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

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

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

2. WRITTEN NOTIFICATION

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

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

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

XXII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

XXIII. PATIENT’S RIGHTS

A. CONTRACTOR shall post the current California Department of Mental Health Patients’ Rights poster as well as the Orange County HCA Mental Health Plan Grievance and Appeals poster in

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1 | locations readily available to Clients and staff and have Grievance and Appeal forms in the threshold
2 | languages and envelopes readily accessible to Clients to take without having to request it on the unit.

3 | B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an
4 | internal grievance processes approved by ADMINISTRATOR, to which the beneficiary shall have
5 | access.

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

9 | 2. Title IX Rights Advocacy. This process may be initiated by a Client who registers a
10 | statutory rights violation or a denial or abuse complaint with the County Patients' Rights Office. The
11 | Patients' Rights office shall investigate the complaint, and Title IX grievance procedures shall apply,
12 | which involve ADMINISTRATOR'S Director of Behavioral Health Care and the State Patients' Rights
13 | Office.

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

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

20 | **XXIV. RECORDS MANAGEMENT AND MAINTENANCE**

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

24 | B. CONTRACTOR shall ensure appropriate financial records related to cost reporting,
25 | expenditure, revenue, billings, etc., are prepared and maintained accurately and appropriately.

26 | C. CONTRACTOR shall ensure all appropriate state and federal standards of documentation,
27 | preparation, and confidentiality of records related to Client records are met at all times.

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

31 | E. CONTRACTOR shall make records pertaining to the costs of services, Client fees, charges,
32 | billings, and revenues available at one (1) location within the limits of the County of Orange.

33 | F. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
34 | may provide written approval to CONTRACTOR to maintain records in a single location, identified by
35 | CONTRACTOR.
36 |

37 | //

1 G. CONTRACTOR may be required to retain all records involving litigation proceedings and
2 settlement of claims for a longer term as directed by ADMINISTRATOR.

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

6
7 **XXV. RESEARCH AND PUBLICATION**

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

11
12 **XXVI. SEVERABILITY**

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

18
19 **XXVII. SPECIAL PROVISIONS**

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

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

1 8. Severance pay for separating employees.

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

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

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

7 2. Making phone calls outside of the local area unless documented to be directly for the
8 purpose of Client care.

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

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

12
13 **XXVIII. STATUS OF CONTRACTOR**

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

25
26 **XXIX. TERM**

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

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

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36 //

37 //

XXX. TERMINATION

1
2 A. Either Party may terminate this Agreement, without cause, upon ninety (90) calendar days'
3 written notice given the other Party.

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

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

10 1. The loss by CONTRACTOR of legal capacity.
11 2. Cessation of services.
12 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
13 another entity without the prior written consent of COUNTY.
14 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
15 required pursuant to this Agreement.
16 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
17 this Agreement.

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

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

D. CONTINGENT FUNDING

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

25 a. The continued availability of federal, state and county funds for reimbursement of
26 COUNTY's expenditures, and
27

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

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

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

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

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

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

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

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

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

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

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

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

24 G. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be
25 exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.
26

27 **XXXI. THIRD PARTY BENEFICIARY**

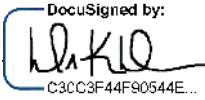
28 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
29 including, but not limited to, any subcontractors or any clients provided services pursuant to this
30 Agreement.
31

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

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

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

3
4 MARIPOSA WOMEN AND FAMILY CENTER

5
6 BY:  _____ DATED: 4/1/2019 _____

7
8 TITLE: CEO _____

9
10
11 BY: _____ DATED: _____

12
13 TITLE: _____

14
15
16
17
18 COUNTY OF ORANGE

19
20
21 BY: _____ DATED: _____

22 HEALTH CARE AGENCY

23
24
25
26 APPROVED AS TO FORM
27 OFFICE OF THE COUNTY COUNSEL
28 ORANGE COUNTY, CALIFORNIA

29
30
31 BY:  _____ DATED: 4/1/2019 _____

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

EXHIBIT A
 TO AGREEMENT FOR PROVISION OF
 BEHAVIORAL HEALTH CALWORKS SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 MARIPOSA WOMEN AND FAMILY CENTER
 JULY 1, 2019 THROUGH JUNE 30, 2020

I. COMMON TERMS AND DEFINITIONS

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

1. Active and On-going Case Load means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS, and documentation that the clients are receiving services at a level and frequency and duration that is consistent with each client’s level of impairment and treatment goals and consistent with individualized, solution-focused, evidence-based practices.

2. Admission means documentation, by CONTRACTOR, of completion of the entry and evaluation documents into IRIS.

3. Alcohol and Drug Abuse Unit of Service means a face-to-face contact which results in a record of a therapeutic experience in a Client’s chart.

4. Best Practices means a term that is often used inter-changeably with “evidence-based practice” and is best defined as an “umbrella” term for three levels of practice, measured in relation to Recovery-consistent mental health practices where the Recovery process is supported with scientific intervention that best meets the needs of the client at this time.

a. EBP means evidence-based practices and refers to the interventions utilized for which there is consistent scientific evidence showing they improved client outcomes and meets the following criteria: it has been replicated in more than one geographic or practice setting with consistent results; it is recognized in scientific journals by one or more published articles; it has been documented and put into manual forms; it produces specific outcomes when adhering to the fidelity of the model.

b. Promising Practices means that experts believe the practices are likely to be raised to the next level when scientific studies can be conducted and is supported by some body of evidence, (evaluation studies or expert consensus in reviewing outcome data); it has been endorsed by recognized bodies of advocacy organizations and finally, produces specific outcomes.

c. Emerging Practices means that the practice(s) seems like a logical approach to addressing a specific behavior which is becoming distinct, recognizable among clients and clinicians in practice, or innovators in academia or policy makers; and at least one recognized expert, group of

//

1 researchers or other credible individuals have endorsed the practice as worthy of attention based on
2 outcomes; and finally, it produces specific outcomes.

3 5. Cal-Learn means a CalWORKs program that serves pregnant and custodial/parenting teen
4 parents under the age of nineteen (19) years of age who have not obtained a high school diploma or
5 equivalent, and are receiving CalWORKs.

6 6. CalOMS means California Outcomes Measurement System and is a statewide Client-based
7 data collection and outcomes measurement system as required by the state to effectively manage and
8 improve the provision of alcohol and other drug services at the state, COUNTY, and provider levels.

9 7. CalWORKs Child Welfare Behavioral Health Services means therapeutic interventions to
10 protect children's welfare and to promote their healthy development in their family home. There are two
11 types of Child Welfare Behavioral Health Services:

12 a. Mutual Client/Family Maintenance means services provided to families who are
13 receiving CalWORKs funding and FM services through the Social Services Agency's Children and
14 Family Services Program. These families may be voluntarily receiving FM services or the children may
15 remain in their home under the supervision of the Juvenile Court.

16 b. Mutual Client/Family Reunification means services with a mandated goal ordered by
17 the Juvenile Court. FR services are limited to parents of children who are receiving CalWORKs
18 funding when their children are placed in the custody of the Juvenile Court.

19 8. CalWORKs Team means the COUNTY unit responsible for outreach, screening, referral
20 and network coordination for Clients enrolled in the Behavioral Health CalWORKs Services program.

21 9. Case Management Linkage Brokerage means a process of identification, assessment of
22 need, planning, coordination and linking, monitoring and continuous evaluation of client and of
23 available resources and advocacy through a process of casework activities in order to achieve the best
24 possible resolution to individual needs in the most effective way possible.

25 10. CAT means Crisis Assessment Team and provides twenty-four (24) hour mobile response
26 services to any adult who has a psychiatric emergency. This program assists law enforcement, social
27 service agencies, and families in providing crisis intervention services for the mentally ill. CAT is a
28 multidisciplinary program that conducts risk assessments, initiates involuntary hospitalizations, and
29 provides case management, linkage, follow ups for individuals evaluated.

30 11. CESI and CEST mean Client Evaluation of Self at Intake and Client Evaluation of Self and
31 Treatment. They are self-administered survey instruments designed to assess Clients' motivation for
32 change, engagement in treatment, social and peer support, and other psychosocial indicators of progress
33 in recovery.

34 12. Client means an individual, referred by COUNTY or enrolled in a CONTRACTOR's
35 program for services under the Agreement.

36 13. CSU means Crisis Stabilization Unit and refers to a psychiatric crisis stabilization program
37 that operates 24 hours a day that serves Orange County residents, aged 18 and older, who are

1 | experiencing a psychiatric crisis and need immediate evaluation. Clients receive a thorough psychiatric
2 | evaluation, crisis stabilization treatment, and referral to the appropriate level of continuing care. As a
3 | designated outpatient facility, the CSU may evaluate and treat clients for no longer than twenty-three
4 | (23) hours.

5 | 14. CSW means Clinical Social Worker and refers to an individual who meets the minimum
6 | professional and licensure requirements set forth in Title 9, CCR, Section 625, and has two (2) years of
7 | post-Master's clinical experience in a mental health setting.

8 | 15. DATAR means Drug Abuse Treatment Access Report and is the Department of Health
9 | Care Services system to collect data on substance use disorder treatment capacity and waiting lists.

10 | 16. Diagnosis means the definition of the nature of the Client's disorder. When formulating the
11 | Diagnosis of a client, CONTRACTOR shall use the diagnostic codes as specified in the most current
12 | edition of the DSM published by the American Psychiatric Association. DSM diagnoses will be
13 | recorded on all IRIS documents, as appropriate.

14 | 17. DSH means Direct Service Hours and refers to a measure in hours and parts of hours that a
15 | clinician spends providing Client services. DSH credit is obtained for providing mental health, case
16 | management, medication support and crisis intervention service to any Client open in IRIS which
17 | includes both billable and non-billable services.

18 | 18. Engagement means the process by which a trusting relationship between worker and
19 | Client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of
20 | Client(s) is the objective of a successful outreach.

21 | 19. Face-to-Face means an encounter between Client and provider where they are both
22 | physically present.

23 | 20. Intake means the initial face-to-face meeting between a Client and CONTRACTOR's staff
24 | and includes an evaluation to determine if the client meets program criteria and is willing to seek
25 | services.

26 | 21. Intern means an individual enrolled in an accredited graduate program accumulating
27 | clinically supervised work experience hours as part of field work, internship, or practicum requirements.
28 | Acceptable graduate programs include all programs that assist the student in meeting the educational
29 | requirements in becoming a licensed MFT, a licensed CSW, a licensed PCC, or a licensed Clinical
30 | Psychologist.

31 | 22. IRIS means Integrated Records Information System and refers to a collection of
32 | applications and databases that serve the needs of programs within COUNTY's Health Care Agency and
33 | includes functionality such as registration and scheduling, laboratory information system, billing and
34 | reporting capabilities, compliance with regulatory requirements, electronic medical records and other
35 | relevant applications.

36 | 23. Licensed Mental Health Professional means licensed physicians, licensed psychologist,
37 | licensed clinical social workers, licensed marriage and family therapists, registered nurses, licensed

1 | vocational nurses, and licensed psychiatric technicians.

2 | 24. Linkage means to assist an individual to connect with a referral.

3 | 25. Medical Necessity means the requirements as defined in the COUNTY MHP Medical
4 | Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis,
5 | Impairment Criteria and Intervention Related Criteria.

6 | 26. Mental Health Rehabilitation Specialist means an individual who has a Bachelor's Degree
7 | and at least four years of experience in a mental health setting as a specialist in the fields of physical
8 | restoration, social adjustment or vocational adjustment.

9 | 27. Mental Health Services means interventions designed to provide the maximum reduction of
10 | mental disability and restoration or maintenance of functioning consistent with the requirements for
11 | learning, development and enhanced self-sufficiency. Services shall include:

12 | a. Assessment means a service activity designed to evaluate the current status of a
13 | Client's mental or behavioral health. Assessment includes but is not limited to one or more of the
14 | following: mental status determination, analysis of the Client's clinical history, analysis of relevant
15 | cultural issues and history, diagnosis, and the use of testing procedures.

16 | b. Collateral means a significant support person in a beneficiary's life and is used to
17 | define services provided to them with the intent of improving or maintaining the mental health status of
18 | the client.

19 | c. Co-Occurring Integrated Treatment Model means, in evidence-based integrated
20 | treatment programs, clients who receive a combined treatment for mental illness and substance use
21 | disorders from the same practitioner or treatment team.

22 | d. Crisis Intervention means a service, lasting less than twenty-four (24) hours, to or on
23 | behalf of a Client, for a condition that requires more timely response than a regularly scheduled visit.
24 | Service activities include, but are not limited to one or more of the following: assessment, collateral and
25 | therapy.

26 | e. Rehabilitation means a service activity which includes, but is not limited to, assistance
27 | in improving, maintaining, or restoring a Client's or group of Clients' functional skills which includes,
28 | but not limited to, daily living skills, social and leisure skills, grooming and personal hygiene skills,
29 | meal preparation skills, and support resources and/or medication education.

30 | f. Targeted Case Management means services that assist a Client to access needed
31 | medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The
32 | service activities may include, but are not limited to, communication, coordination, and referral;
33 | monitoring service delivery to ensure Client access to service(s) and the service delivery system;
34 | monitoring of the Client's progress; and plan development.

35 | g. Therapy means a service activity that is a therapeutic intervention that focuses
36 | primarily on symptom reduction as a means to improve functional impairments. Therapy may be
37 | delivered to an individual or group of beneficiaries and may include family therapy at which the Client

1 is present.

2 28. Mental Health Specialist refers to an individual who has a Bachelor’s Degree and four (4)
3 years of experience in a mental health setting and who performs individual and group case management
4 studies.

5 29. Mental Health Unit of Service means one (1) minute of contact with the Client which
6 results in a record of a therapeutic experience in a Client’s chart.

7 30. Mental Health Worker means an individual who assists in planning, developing and
8 evaluating mental health services for client; provide liaison between client and service providers; and
9 has obtained a Bachelor’s degree in a behavioral science field such as psychology, counseling, or social
10 work, or has two (2) years of experience providing client related services to client experiencing mental
11 health, drug abuse or alcohol disorders. Education in a behavioral science field such as psychology,
12 counseling, or social work may be substituted for up to one year of the experience requirement.

13 31. MFT means Marriage and Family Therapist and refers to an individual who meets the
14 minimum professional and licensure requirements set forth in CCR, Title 9, Section 626.

15 32. MORS means Milestones of Recovery Scale and refers to a recovery scale that provides the
16 means of assigning client to their appropriate level of care and replaces the diagnostic and acuity of
17 illness-based tools. The scale is used to create a map of the system by determining which milestone(s)
18 or level of recovery (based on the MORS) are the target groups for different programs across the
19 continuum of programs and services offered by COUNTY.

20 33. PCC means Professional Clinical Counselor and refers to an individual who meets the
21 minimum professional and licensure requirements set forth in CCR, Title 9.

22 34. NPI means National Provider Identifier and refers to the standard unique health identifier
23 that was adopted by the Secretary of Health and Human Services under HIPAA. All HIPAA covered
24 healthcare providers, individuals and organizations must obtain an NPI for use to identify themselves in
25 HIPAA standard transactions. The NPI is assigned for life.

26 35. NPP means Notice of Privacy Practices and refers to a document that notifies individuals of
27 uses and disclosers of PHI that may be made by or on behalf of the health plan or health care provider as
28 set forth in HIPAA.

29 36. Outreach means the outreach to potential Clients to link them to appropriate services and
30 may include activities that involve educating the community about the services offered and requirements
31 for participation in the programs.

32 37. PHI means Protected Health Information and refers to individually identifiable health
33 information usually transmitted by electronic media, maintained in any medium as defined in the
34 regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is
35 created or received by a covered entity and relates to the past, present, or future physical or mental
36 health or condition of an individual, provision of health care to an individual, or the past, present, or
37 future payment for health care provided to an individual.

1 38. Pre-Licensed Therapist means a person who has obtained a Master’s Degree in Social Work
2 or MFT and is registered with the BBS as an Associate Clinical Social Worker or MFT Intern acquiring
3 hours for licensing. An individual’s registration is subject to regulations adopted by the BBS.

4 39. Program Director means an individual who has complete responsibility for the day to day
5 function of the program. The Program Director is the highest level of decision making at a local
6 program level.

7 40. Recovery means a process of change through which individuals improve their health and
8 wellness, live a self-directed life, and strive to reach their full potential, and identifies four major
9 dimensions to support recovery in life:

10 a. Health: Overcoming or managing one’s disease(s) as well as living in a physically and
11 emotionally healthy way;

12 b. Home: A stable and safe place to live;

13 c. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family
14 caretaking, or creative endeavors, and the independence, income and resources to participate in society;
15 and

16 d. Community: Relationships and social networks that provides support, friendship, love,
17 and hope.

18 41. Referral means to send an individual to another person or place for services, help, advice,
19 etc.

20 42. SUD means substance use disorder and refers to a condition in which the use of one or
21 more substances leads to a clinically significant impairment or distress per the DSM-5.

22 43. Supervisory Review means ongoing clinical case reviews in accordance with procedures
23 developed by ADMINISTRATOR, to determine the appropriateness of diagnosis and treatment and to
24 monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards.
25 Supervisory review is conducted by the program/clinic director or designee.

26 44. Therapeutic Activity means activities such as individual counseling, groups, and self-help
27 groups. These activities shall incorporate best practices and evidence-based approaches.

28 45. Token means the security device which allows an individual user to access the COUNTY’s
29 computer based IRIS.

30 46. WRAP means Wellness Recovery Action Plan and refers to a client self-help technique for
31 monitoring and responding to symptoms to achieve the highest possible level of wellness, stability, and
32 quality of life.

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

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II. BUDGET

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

ADMINISTRATIVE COST	<u>CalWORKs</u>
Indirect Costs	\$ 148,468
SUBTOTAL ADMINISTRATIVE COST	\$ 148,468
PROGRAM COST	
Salaries	\$ 681,075
Benefits	\$ 88,539
Services and Supplies	<u>\$ 220,172</u>
SUBTOTAL PROGRAM COST	\$ 989,786
TOTAL COST	\$1,138,254
REVENUE	
CalWORKs	<u>\$1,138,254</u>
TOTAL REVENUE	\$1,138,254
TOTAL MAXIMUM OBLIGATION	\$1,138,254

B. CONTRACTOR and ADMINISTRATOR mutually agree that the Total Budget identified in Subparagraph II.A. of this Exhibit A to the Agreement includes Indirect Costs not to exceed fifteen (15%) of Direct Costs, and which may include operating income estimated at two percent (2%). Final settlement paid to CONTRACTOR shall include Indirect Costs and such Indirect Costs may include operating income.

C. In the event CONTRACTOR collects fees and insurance, including Medicare, for services provided pursuant to the Agreement, CONTRACTOR may make written application to ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the fees and insurance will be utilized exclusively to provide behavioral health services. ADMINISTRATOR may, at its sole discretion, approve any such retention of revenues. Approval by ADMINISTRATOR shall be in writing to CONTRACTOR and will specify the amount of said revenues

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1 to be retained and the quantity of services to be provided by CONTRACTOR. Fees received from
2 private resources on behalf of Medi-Cal Clients shall not be eligible for retention by CONTRACTOR.

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

14 E. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete
15 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type
16 of service for which payment is claimed. Any apportionment of or distribution of costs, including
17 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will
18 be made in accordance with GAAP and Medicare regulations. If applicable, the Client's eligibility
19 determination and fee charged to and collected from Clients, together with a record of all billings
20 rendered and revenues received from any source, on behalf of Client treated pursuant to the Agreement,
21 must be reflected in CONTRACTOR's financial records.

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

24 **III. PAYMENTS**

25
26 A. BASIS FOR REIMBURSEMENT – COUNTY shall pay CONTRACTOR for the actual costs
27 of providing the services described hereunder, less revenues which are actually received by
28 CONTRACTOR; provided, however, that CONTRACTOR's costs are allowable pursuant to COUNTY,
29 state, and federal regulations. Non-compliance will require the completion of CAP by CONTRACTOR.
30 If CAPs are not completed within timeframes approved by ADMINISTRATOR, payments may be
31 reduced accordingly. Furthermore, if CONTRACTOR is ineligible to provide services due to
32 non-compliance with licensure and/or certification standards of the state or COUNTY,
33 ADMINISTRATOR may elect to reduce COUNTY's maximum obligation proportionate to the length
34 of time that CONTRACTOR is ineligible to provide services.

35 B. PAYMENT METHOD – COUNTY shall pay CONTRACTOR monthly in arrears the actual
36 cost of the services, less revenues that are actually received by CONTRACTOR provided, however, that
37 the total of such payments shall not exceed the COUNTY's Maximum Obligation. CONTRACTOR's

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

6 C. All payments are interim payments only, and subject to final settlement in accordance with the
7 Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual
8 cost of providing the services, which may include Indirect Administrative Costs, as identified in
9 Subparagraph II.A. of this Exhibit A to the Agreement; provided, however, the total of such payment
10 does not exceed the Maximum Obligation for each period as stated in the Referenced Contract
11 Provisions of the Agreement and provided further, CONTRACTOR's costs are reimbursable pursuant to
12 COUNTY, state, and/or federal regulations. ADMINISTRATOR may, at its discretion, pay
13 supplemental invoices for any month for which the provisional amount specified above has not been
14 fully paid.

15 D. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source
16 documentation including, but not limited to, ledgers, books, vouchers, journals, time sheets, payrolls,
17 appointment schedules, schedules for allocating costs, invoices, bank statements, canceled checks,
18 receipts, receiving records, and records of services provided.

19 E. In support of the monthly invoice, CONTRACTOR shall submit an Expenditure and Revenue
20 Report as specified in the Reports Paragraph of this Exhibit A to the Agreement. ADMINISTRATOR
21 may use the Expenditure and Revenue Report to determine payment to CONTRACTOR.

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

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

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

29 30 **IV. REPORTS**

31 A. CONTRACTOR shall maintain records and make statistical reports as required by
32 ADMINISTRATOR and the DHCS on forms provided by either agency.

33 **B. FISCAL**

34 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
35 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by,
36 ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described
37 in the Services Paragraph of Exhibit A to the Agreement. Such reports will also include actual

1 productivity as defined by ADMINISTRATOR. The reports will be received by ADMINISTRATOR
2 no later than the twentieth (20th) calendar day of the month following the report month.
3 CONTRACTOR must request in writing any extensions to the due date of the monthly required reports.
4 If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five
5 (5) calendar days.

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

13 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
14 These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a
15 minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A
16 to the Agreement and will include the employees' names, licensure status, monthly salary, hire and/or
17 termination date and any other pertinent information as may be required by ADMINISTRATOR. The
18 reports will be received by ADMINISTRATOR no later than twentieth (20th) calendar days following
19 the end of the month being reported. If an extension is approved by ADMINISTRATOR, the total
20 extension will not exceed more than five (5) calendar days.

21 D. PROGRAMMATIC – CONTRACTOR shall provide the following Program Reports in support
22 of CalWORKs services. These reports shall be on a form approved or provided by ADMINISTRATOR.
23 CONTRACTOR shall submit participation reports for each Client served under this Agreement to
24 COUNTY CalWORKs Team and/or SSA CalWORKs worker as directed.

- 25 1. The Behavioral Health Response (BHR) report shall include, but may not be limited to:
 - 26 a. Total number of treatment hours provided by CONTRACTOR.
 - 27 b. Treatment participation and progress and the expected date of impairment resolution.
 - 28 c. Outcome measurements including:
 - 29 1) Resolved impairments
 - 30 2) Progress towards Welfare-To-Work Goals
 - 31 3) Employment
 - 32 4) CalWORKs enrollment discontinuance

33 2. The BHR shall be thoroughly and accurately completed for each Client upon completion of
34 intake assessment, discharge, and for each month of service. These reports are reviewed by
35 CONTRACTOR's supervisor.

36 a. Initial Assessment BHR report shall be completed and submitted to the COUNTY
37 CalWORKs Team within two (2) working days of assessment completion.

1 b. Discharge BHR report shall be completed and submitted to the COUNTY CalWORKs
2 Team within two (2) working days of case discharge.

3 c. Monthly BHR report shall be completed and submitted to the COUNTY CalWORKs
4 Team by the seventh (7th) calendar day of the month following the report month.

5 3. Monthly Contract Report shall contain data such as, but not limited to, Count of
6 Admissions, Discharges, End of the Month Caseloads, Units of Service, Welfare-To-Work (WTW)
7 status for open cases, and staffing and program updates. The report shall be submitted to
8 ADMINISTRATOR by the tenth (10th) calendar day of the month following the report month.

9 4. Monthly Services Report shall contain data such as, but not limited to, services provided
10 and performance measures including Intakes, Treatment Services, Case Management, Treatment Hours,
11 Impairment Resolution Status, Discharges, and Outcomes. This report shall be submitted by the tenth
12 (10th) calendar day of the month following the report month.

13 5. Child Care Log shall be completed and kept by CONTRACTOR. Information on the log
14 shall include the name of CalWORKs Client, name of child/children, date and time signed in, date and
15 time signed out and name of childcare worker. ADMINISTRATOR may request a copy of the Log at
16 any time.

17 6. For CalWORKs Child Welfare Behavioral Health Services cases, the following reports
18 shall be completed and submitted to the SSA Children and Family Services Social Worker.

19 a. Assessment and Treatment Plan Report shall be completed and submitted within thirty
20 (30) calendar days upon completion of the Intake Assessment.

21 b. Progress Report shall be completed and submitted by the tenth (10th) calendar day of
22 each month for each Client served during the preceding month.

23 c. Termination Report shall be completed and submitted within fifteen (15) calendar days
24 of case discharge.

25 E. CESI and CEST – CONTRACTOR shall ensure that CESI and CEST surveys are completed by
26 designated Clients, timely and accurately, and that the surveys contain CONTRACTOR's provider
27 number, Client ID number, responses to all psychosocial questions, responses for other important Client
28 and CONTRACTOR information, and fields are filled and/or marked appropriately.

29 1. CONTRACTOR shall photocopy the CESI and CEST surveys and submit the originals to
30 ADMINISTRATOR, once a month, by the tenth (10th) calendar day of each month or as directed by
31 COUNTY CalWORKs Team.

32 2. CONTRACTOR shall maintain the photocopies of the CESI and CEST documents in Client
33 files.

34 3. CONTRACTOR shall adhere to all COUNTY CESI and CEST transmission, reporting,
35 scoring, and any other guidelines, as stipulated by ADMINISTRATOR, as they may now exist or as
36 they may be revised and/or amended in the future, for the review, use, and analysis of the CESI and
37 CEST.

1 F. MONTHLY DATAR – CONTRACTOR shall provide reports under the DATAR, and/or any
2 other State Department of Health Care Services Reporting System in a manner prescribed by
3 ADMINISTRATOR, no later than the fifth (5th) calendar day of the month following report month.

4 G. CONTRACTOR shall ensure that appropriate comments are entered into SSA’s CalWIN data
5 system at a minimum of once a month, and otherwise as directed by ADMINISTRATOR.

6 H. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional
7 welfare of Clients, including but not limited to serious physical harm to self or others, serious
8 destruction of property, developments, etc., and which may raise liability issues with COUNTY.
9 CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse
10 incident. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or
11 issues that adversely affect the quality or accessibility of Client-related services provided by, or under
12 contract with, the COUNTY as identified in the HCA P&Ps.

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

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

19 20 V. SERVICES

21 A. FACILITY

22 1. FACILITY LOCATION – CONTRACTOR shall maintain facilities which meet the
23 minimum requirements for Behavioral Health Outpatient CalWORKS Services for exclusive use by
24 COUNTY at the following locations, or any other location approved, in advance, in writing, by
25 ADMINISTRATOR:

27 Mariposa Women and Family Center	Mariposa Women and Family Center
28 200 E. Katella Ave.	29222 Rancho Viejo Road, #122
29 Orange, CA 92864	San Juan Capistrano, CA 92675

30
31 2. FACILITY STANDARDS – The facilities shall meet the following standards:
32 a. The facility shall include space to support the services identified within the Agreement.
33 b. CONTRACTOR shall maintain regularly scheduled service hours, from 8:00 a.m. until
34 5:00 p.m., Monday through Friday, with the provision of at least one day per week for early morning or
35 evening hours (before 8:00 a.m. and after 5:00 p.m.) or weekends, when necessary to accommodate
36 Clients unable to participate during normal business hours.

37 //

1 c. CONTRACTOR shall maintain a holiday schedule consistent with COUNTY's holiday
2 schedule, unless otherwise authorized, in advance and in writing, by ADMINISTRATOR.

3 d. The Facilities shall:

4 1) Include a space which can be used for the following services/programs:

5 a) Mental Health Services

6 b) Crisis Intervention Services

7 c) Case Management Services

8 d) Substance Abuse Services

9 2) Be accessible to an area of high eligible Client concentration;

10 3) Be certified as a non-residential, outpatient alcohol and drug clinic;

11 4) Have accessible parking for Clients, including spaces for persons with disabilities;

12 5) Be located in a location that is readily accessible by public transportation;

13 6) Be accessible to persons with disabilities; and

14 7) Have restrooms for men and women, and also have a restroom which is accessible
15 to persons with disabilities.

16 B. INDIVIDUALS TO BE SERVED

17 1. CONTRACTOR shall provide services to all qualified CalWORKs Clients, as listed below,
18 living in Orange County.

19 a. WTW participants who are 18 years of age or older.

20 b. WTW pregnant and custodial teen parents.

21 c. Non WTW participants whose personal and family needs are challenged by emergent
22 or extraordinary circumstances.

23 2. CONTRACTOR shall provide services to persons who meet at least one of the following
24 criteria:

25 a. Person referred by COUNTY CalWORKs Team for substance use disorder services.

26 b. Person referred by COUNTY CalWORKs Team for mental health services.

27 C. PROGRAM SERVICES – CONTRACTOR shall provide comprehensive behavioral health
28 services to referred CalWORKs Clients. When appropriate, all services to CalWORKs Clients shall be
29 vocationally oriented. It is understood by the parties that Clients in the CalWORKs program may have
30 one or more behavioral health problems, for example, mental health, substance use, or co-occurring
31 disorders, and other issues such as domestic violence and/or child welfare that may impair their ability
32 to successfully obtain and maintain employment.

33 1. OUTREACH & ENGAGEMENT ACTIVITIES – CONTRACTOR shall perform outreach
34 and engagement activities for the purpose of encouraging Clients who have been referred for treatment.
35 Such outreach and engagement activities may include, but are not limited to, phone calls, outreach
36 letters, home visits, and collaborate with SSA CalWORKs workers.

37 //

1 2. ASSESSMENT AND EVALUATION SERVICES – CONTRACTOR shall provide an
2 evaluation of the Client’s mental status, community functioning and vocational abilities.

3 3. BEHAVIORAL HEALTH EDUCATION – CONTRACTOR shall provide a series of
4 classes designed to educate Clients about the relationship between their mental illness and/or substance
5 abuse symptoms and the ability to function.

6 4. INDIVIDUAL, COUPLES AND FAMILY THERAPY – CONTRACTOR shall provide
7 therapeutic interventions consistent with the treatment plan and the Client's vocational goals.
8 CONTRACTOR shall provide such services to Clients either individually, or with the Client’s
9 significant other, or to a Client’s family.

10 5. GROUP THERAPY – CONTRACTOR shall provide therapy to Clients determined
11 appropriate for group services. CONTRACTOR shall establish groups as appropriate to meet the needs
12 of these Clients. Groups for Clients may include, but not be limited to, effect of substance use,
13 recovery, relapse prevention, co-occurring disorders, coping skills, life skills, communication skills,
14 women’s issues, domestic violence, parenting skills/issues and job retention. Parenting classes or
15 groups shall be provided pursuant to the CalWORKs Parenting Curriculum which meets the state
16 Welfare and Institution Code and COUNTY standards.

17 6. CO-OCCURRING DISORDER – CalWORKs Clients referred to CONTRACTOR may
18 have a concurrent mental illness and substance use disorder. The primary diagnosis for these Clients
19 shall not be a factor in CONTRACTOR’s acceptance of these Clients; therefore, CONTRACTOR shall
20 be expected to provide services to Clients with either a primary diagnosis of mental illness or a primary
21 diagnosis of substance use disorder. CONTRACTOR shall provide both rehabilitative and recovery
22 services to such Clients and ensure that such services address the relationship between these two (2)
23 diagnoses. CONTRACTOR may receive referrals for CalWORKs Clients who are thought to be
24 co-occurring, but are then determined not to have a mental health illness. CONTRACTOR shall ensure
25 that any such Client receives appropriate substance use disorder services.

26 7. DOMESTIC VIOLENCE COUNSELING – When CONTRACTOR has identified that a
27 Client is experiencing a domestic violence issue, CONTRACTOR shall provide therapeutic
28 interventions which focus on the Client’s experience with, and/or exposure to, domestic violence.

29 a. CONTRACTOR shall serve both the victim and the perpetrator when the family is
30 working to stay together or reunify.

31 b. Domestic Violence Counseling is intended to eliminate physical, sexual, emotional,
32 and/or fiduciary abuse in an intimate or family relationship. The primary goal of this service is to
33 protect the victim from further harm.

34 c. Issues of substance use and mental illness must be addressed throughout treatment.

35 8. LINKAGES AND REFERRALS – CONTRACTOR shall provide comprehensive
36 information related to community resources and support services such as self-help groups, social
37 services, rehabilitation, vocational and job training or other appropriate services as needed. Based on

1 individual need, CONTRACTOR shall provide referrals and link Clients to such services throughout the
2 course of treatment and prior to discharge.

3 9. CASE MANAGEMENT – CONTRACTOR shall provide Case Management services
4 which include the process of identification, assessment of need, planning, coordination and linkage,
5 monitoring and continuous evaluation of Client and of available resources, and advocacy through a
6 process of casework activities in order to achieve the best possible resolution to individual needs in the
7 most effective way possible.

8 10. CalWORKs CHILD WELFARE BEHAVIORAL HEALTH SERVICES – CONTRACTOR
9 shall provide therapeutic interventions to protect children’s welfare and promote their healthy
10 development in their family home. CONTRACTOR shall coordinate services with the assigned SSA’s
11 CalWORKs worker and Children and Family Services Social Worker. CONTRACTOR shall acquire
12 the appropriate Release of Information forms and complete the required Program reports as listed in the
13 Reports Paragraph of this Exhibit A to the Agreement.

14 11. CRISIS INTERVENTION – CONTRACTOR shall provide crisis intervention services to
15 or on behalf of a Client for a condition that requires more timely response than a regularly scheduled
16 visit. CONTRACTOR shall provide services to assist Clients to deal with life stressors that severely
17 impair their functioning and/or jeopardize the health and safety of themselves, their family, or others.
18 CONTRACTOR shall coordinate with the Crisis Assessment Team program to provide assessments for
19 involuntary hospitalization when necessary and ensure coordination and continuity of care.

20 12. CHILD CARE – CONTRACTOR shall make available onsite child care services to
21 facilitate participation in program services.

22 13. TRANSPORTATION – CONTRACTOR shall provide bus passes or other means of
23 transportation to Clients in need of transportation in order to attend treatment appointments and access
24 services.

25 14. COLLABORATION – CONTRACTOR shall establish and maintain productive working
26 relationships with the COUNTY CalWORKs Team, SSA CalWORKs workers and SSA partners in
27 order to help Clients meet their WTW plan and/or other CalWORKs requirements. Each full time
28 clinician/counselor providing direct services to Clients shall spend, at a minimum, four (4) hours per
29 week at the regional SSA CalWORKs office to provide services to Clients, coordinate services with
30 SSA CalWORKs workers, review CalWORKs case information and WTW status, enter comments in
31 SSA CalWIN system, etc. As needed, CONTRACTOR shall participate in collaborative meetings at
32 SSA including but not be limited to Children & Family Services Team Decision Making, and/or
33 CalWORKs Multidisciplinary Team meetings.

34 15. EMPLOYMENT/VOCATIONAL SUPPORTIVE SERVICES – CONTRACTOR shall
35 provide employment/vocational supportive services to assist Clients to be successful in their Welfare-to-
36 Work Plan and ultimately achieve self-sufficiency through employment. Services may include, but no
37 limited to, assisting with career exploration, resume building, job search, job applications, interview

1 preparation, and job coaching. CONTRACTOR shall establish relationships with employers and
2 vocational agencies to network, create job opportunities and facilitate linkage to employment.
3 CONTRACTOR shall work to explore and implement evidence-based best practices in this area.
4 CONTRACTOR shall coordinate services with SSA CalWORKs workers and ensure that services
5 support the Clients' Welfare-To-Work plan. CONTRACTOR shall develop outcome tracking tools,
6 collect and report employment outcomes to ADMINSTRATOR.

7 16. TRAUMA-INFORMED CARE – CONTRACTOR shall incorporate a trauma-informed care
8 approach in the delivery of behavioral health services.

9 a. A trauma-informed approach includes and understanding of trauma and an awareness
10 of the impact it can have across settings, services, and populations; it involves viewing trauma through
11 an ecological and cultural lens and recognizing that context plays a significant role in how individuals
12 perceive and process traumatic events; and it involves four key elements:

13 1) Realizes the widespread impact of trauma and understands potential paths for
14 recovery;

15 2) Recognizes the signs and symptoms of trauma in clients, families, staff, and others
16 involved with the system;

17 3) Responds by fully integrating knowledge about trauma into policies, procedures,
18 and practices; and

19 4) Seeks to actively resist re-traumatization.

20 b. Trauma-informed care refers to a strengths-based service delivery approach that is
21 grounded in an understanding of and responsiveness to the impact of trauma, that emphasizes physical,
22 psychological, and emotional safety for both providers and individuals served, and that creates
23 opportunities for individuals served to rebuild a sense of control and empowerment. Trauma-informed
24 care model is built on the following core values and principles:

25 1) Safe, calm and secure environment with supportive care

26 2) System wide understanding of trauma prevalence, impact, and trauma-informed
27 care

28 3) Cultural competence

29 4) Consumer voice, choice and self-advocacy

30 5) Recovery, client-driven and trauma specific services

31 6) Healing, hopeful, honest and trusting relationships

32 c. CONTRACTOR shall plan for and employ strategies that reinforce a trauma-informed
33 culture. This includes focusing on organizational activities that foster the development of a trauma-
34 informed workforce, including recruiting, hiring, and retaining trauma-informed staff; providing training
35 on evidence-based and emerging trauma-informed best practices; developing competencies specific to
36 trauma-informed care; addressing ethical considerations; providing trauma-informed supervision; and
37 preventing and treating secondary trauma.

1 17. OUTCOME MEASURES – CONTRACTOR shall utilize outcome measures such as, but
2 not limited to, the Outcome Questionnaire (OQ). CONTRACTOR shall track and report outcomes and
3 other performance areas as needed by COUNTY. CONTRACTOR shall identify and develop, in
4 conjunction with ADMINISTRATOR and Adult and Older Adult Performance Outcome Department
5 (APOD), additional performance measures/outcomes and/or program goals as needed.

6 D. PERFORMANCE OUTCOMES:

7 1. At least seventy five percent (75%) of Client intakes (i.e., first face-to-face intake
8 assessment) are within two weeks of the admit date. Admit date in the Behavioral Health CalWORKs
9 Services Program is the date of the first service (e.g., first phone call to the Client, first outreach letter,
10 etc.).

11 2. At least eighteen percent (18%) of Clients served will start employment, employment
12 training, and/or educational activities each month.

13 3. At least thirty eight percent (38%) of Clients served will have “Employment Activities”
14 CalWORKs/WTW status at time of discharge.

15 4. At least forty percent (40%) of Clients served will have “Employment Preparation
16 Activities” CalWORKs/WTW status at time of discharge.

17 5. At least fifty percent (50%) of Clients will have either a “Resolved” or “Partially Resolved”
18 impairment resolution status at time of discharge.

19 6. For all substance use or co-occurring disorder cases, CONTRACTOR shall obtain from
20 eighty percent (80%) of Clients, the completed CESI at the time of intake, and the completed CEST at
21 ninety (90) days, six (6) months, annually, and at completion of treatment.

22 E. HEALTH, MEDICAL, PSYCHIATRIC AND EMERGENCY SERVICES

23 1. CONTRACTOR shall ensure that all persons admitted for outpatient substance use or co-
24 occurring disorder treatment services have a health questionnaire completed using form DHCS 5103, or
25 other form approved by ADMINISTRATOR.

26 2. The health questionnaire is a Client's self-assessment of his/her current health status and
27 shall be completed by Clients.

28 3. CONTRACTOR shall review the health questionnaire form prior to Client's admission to
29 the substance use or co-occurring disorder program. The completed health questionnaire shall be signed
30 and dated by staff and Client.

31 4. CONTRACTOR shall file a copy of the health questionnaire in the Client's file.

32 5. CONTRACTOR shall, based on information provided by Client on the health questionnaire
33 form and as needed, refer Client to licensed medical professionals for physical and laboratory
34 examinations.

35 a. CONTRACTOR shall obtain a copy of Client's medical clearance or release prior to
36 Client's admission to the program when applicable.

37 //

1 b. CONTRACTOR shall file a copy of the referral and clearance in the Client's file.

2 6. CONTRACTOR shall provide directly or by referral: HIV education, voluntary HIV
3 antibody testing and risk assessment and disclosure counseling.

4 7. CONTRACTOR shall have and post at the location where services are provided, written
5 procedures for obtaining medical or psychiatric evaluation and emergency services.

6 8. CONTRACTOR shall have readily available the name, address, and telephone number for
7 the fire department, a crisis center, local law enforcement, and a paramedical unit or ambulance service.

8 F. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
9 conduct research activity on COUNTY Clients without obtaining prior written authorization from
10 ADMINISTRATOR.

11 G. CONTRACTOR shall develop all requested and required program specific policies and
12 procedures (P&Ps) and guidelines, and provide to ADMINISTRATOR for review, input, and approval
13 prior to training staff on said P&Ps and prior to accepting any Client admissions to the program. All
14 P&Ps and program guidelines will be reviewed bi-annually at a minimum for updates.

15 H. CONTRACTOR shall provide initial and on-going training and staff development, as requested
16 by ADMINISTRATOR.

17 I. CONTRACTOR shall input all IRIS data following ADMINISTRATOR procedure and
18 practice. All statistical data used to monitor CONTRACTOR shall be compiled using IRIS reports or
19 other COUNTY CalWORKs reports, if available, and if applicable.

20 J. CONTRACTOR, including each employee that provides services under the Agreement, shall
21 obtain an NPI upon commencement of the Agreement or prior to providing services under the
22 Agreement. All HIPAA covered health care providers, individuals and organizations must obtain a NPI
23 for use to identify themselves in HIPAA standard transactions.

24 K. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by
25 ADMINISTRATOR, all NPI as soon as they are available.

26 L. CONTRACTOR shall provide the NPP to all Clients who receive services under the Agreement
27 at the time of the first service.

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

33 N. CONTRACTOR shall provide effective Administrative management of the budget, staffing,
34 recording, and reporting portion of the Agreement with the COUNTY, including but not limited to the
35 following. If administrative responsibilities are delegated to subcontractors, the CONTRACTOR must
36 ensure that any subcontractor(s) possess the qualifications and capacity to perform all delegated
37 responsibilities.

- 1 1. Designate the responsible position(s) in your organization for managing the funds allocated
2 to this program;
 - 3 2. Maximize the use of the allocated funds;
 - 4 3. Ensure timely and accurate reporting of monthly expenditures;
 - 5 4. Maintain appropriate staffing levels;
 - 6 5. Request budget and/or staffing modifications to the Agreement;
 - 7 6. Effectively communicate and monitor the program for its success;
 - 8 7. Track and report expenditures electronically;
 - 9 8. Maintain electronic and telephone communication between key staff and the Contract and
10 Program Administrators; and
 - 11 9. Act quickly to identify and solve problems.
- 12 O. CONTRACTOR shall coordinate with COUNTY, other providers, and community resources.
- 13 P. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
14 Services Paragraph of this Exhibit A to the Agreement.

15 **VI. STAFFING**

16

17 A. CONTRACTOR shall establish a written Code of Conduct for employees, volunteers, interns,
18 and members of the Board of Directors which will include, but not be limited to, standards related to the
19 use of drugs and/or alcohol; staff-Client relationships; prohibition of sexual contact with Clients; and
20 conflict of interest. Prior to providing any services pursuant to the Agreement, all members of the
21 Board of Directors, employees, volunteers, and interns will agree in writing to maintain the standards set
22 forth in the Code of Conduct.

23 B. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a
24 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
25 shall maintain documents of such efforts which may include; but not limited to: records of participation
26 in COUNTY-sponsored or other applicable training; recruitment and hiring policies and procedures;
27 copies of literature in multiple languages and formats, as appropriate; and descriptions of measures
28 taken to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

29 C. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold
30 languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained.
31 CONTRACTOR shall work with the COUNTY or other interpreters for other languages as needed.
32 Direct capacity to conduct culturally and linguistically appropriate engagement and to serve Clients in
33 other languages and ASL is highly desirable. CONTRACTOR shall draw upon cultural strengths and
34 utilize service delivery and assistance in a manner that is trusted by, and familiar to, many of
35 COUNTY's ethnically and culturally diverse populations. Cultural and linguistic appropriateness shall
36 be a continuous focus in the development of the programming, recruitment, and hiring of staff that speak
37 the same language and have the same cultural background of the Clients to be serviced. This inclusion

1 of COUNTY’s multiple cultures will assist in maximizing access to services. CONTRACTOR shall
 2 provide education and training to staff to address cultural and linguistic needs of population served. All
 3 clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical staffing
 4 does not meet the above requirement must be filled with bilingual and bicultural staff unless
 5 ADMINISTRATOR consents, in writing, to the filling of those positions with non-bilingual staff.
 6 Salary savings resulting from such vacant positions may not be used to cover costs other than salaries
 7 and employee benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.

8 D. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
 9 any staffing vacancies or filling of vacant positions that occur during the term of the Agreement.

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

13 F. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs
 14 continuously throughout the term of the Agreement. One (1) FTE will be equal to an average of forty
 15 (40) hours work per week.

PROGRAM	FTEs
Program Director	1.00
Program Administrator	1.00
Clerical Support Staff	1.80
Front Desk Staff	0.40
Child Care Provider	1.80
Data Analyst	0.50
Clinical Supervisor	0.50
Counselor	2.00
Bilingual Counselor	3.00
Employment Specialist	<u>1.00</u>
SUBTOTAL PROGRAM	13.00
TOTAL FTEs	13.00

32 G. WORKLOAD STANDARDS

33 1. CONTRACTOR shall maintain an average monthly caseload of thirty-five (35) CalWORKs
 34 Clients per clinical/counseling FTE, and provide a minimum of seven thousand two hundred (7,200)
 35 DSH. CONTRACTOR shall maintain an active and ongoing caseload of one hundred and seventy-five
 36 (175) Clients throughout the term of the Agreement. The parties understand that program caseload is
 37 dependent upon COUNTY CalWORKs Team referrals which is based on the number of referrals

1 received from SSA CalWORKs. The parties understand further that ADMINISTRATOR will review
2 services provided quarterly and upon mutual written agreement, units of service may be adjusted.

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

4 3. The CONTRACTOR shall provide an average of one hundred (100) DSHs per month per
5 FTE, or one thousand two hundred (1,200) DSHs per year per FTE of direct service time which may
6 include mental health, substance abuse, case management and crisis intervention. CONTRACTOR
7 understands and agrees that this is a minimum standard and shall make every effort to exceed this
8 minimum. CONTRACTOR shall monitor staff productivity and establish expectations, in consultation
9 with COUNTY, in order to maximize the utilization of services and demonstrate efficient and effective
10 management of program staff and resources.

11 4. CONTRACTOR shall report Alcohol and Drug Units of Service as number of face-to-face
12 contacts.

13 5. CONTRACTOR shall report Mental Health Units of Service as number of minutes.

14 H. All program staff having direct contact with Clients shall, within the first (1st) year of
15 employment, be trained in infectious disease recognition, crisis intervention and to recognize physical
16 and psychiatric symptoms that require appropriate referrals to other agencies. CONTRACTOR shall
17 provide ongoing training in topics related to alcohol and drug use on a yearly basis.

18 I. Staffing levels and qualifications shall meet the requirements of as stated in CCR Title 9,
19 Division 1, Chapter 3, Article 8; Title 9; Division 4, Chapter 8 and/or the State of California Health and
20 Human Services Agency's Department of Health Care Services, Alcohol and/or Other Drug
21 Certification Standards for Outpatient Services.

22 J. All clinical staff providing treatment services shall be either licensed, registered interns, such as
23 Associate Clinical Social Workers, MFT Interns, Professional Clinical Counselor Interns, and/or
24 certified in accordance with state DHCS requirements and professional guidelines, as applicable.
25 CalWORKs staffing shall require that a sufficient number of clinical staff be licensed in order to meet
26 program needs.

27 K. Child Welfare Behavioral Health Services In-Office Counseling shall be provided by staff who
28 are either licensed (LCSW, MFT or psychologist) or registered interns, such as Associate Clinical Social
29 Workers or MFT Interns, or possess a Master's Degree in either psychology, sociology, social work, or
30 related field with one (1) to two (2) years' experience in the human services fields.

31 L. Domestic Violence Counseling shall be provided by staff who are either licensed (LCSW, MFT
32 or psychologist) or registered interns, such as Associate Clinical Social Workers or MFT Interns, or
33 possess a Master's Degree in either psychology, sociology, social work, or related field with one (1) to
34 two (2) years' experience in the human services fields.

35 M. CONTRACTOR shall provide clinical supervision for all registered/waivered employees,
36 interns and volunteers as required by the respective governing licensing board such as the Board of
37 Behavioral Sciences (BBS). For BBS, a least one unit of supervision is required for the first 10 hours of

1 psychotherapy/counseling in any week; one (1) additional unit of supervision is required for 10+ hours
2 of psychotherapy/counseling in a given week; after required hours have been accrued, staff must
3 continue to receive required supervision until a license is issued. Clinical supervision shall be provided
4 by a qualified Licensed Mental Health Professionals (LMHP) within the same legal entity and be
5 documented for all registered/waivered employees, interns and volunteers.

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

8 1. CONTRACTOR shall provide supervision to volunteers as specified in the respective job
9 descriptions or work contracts.

10 2. An intern is an individual enrolled in an accredited graduate program accumulating
11 clinically supervised work experience hours as part of field work, internship, or practicum requirements.
12 Acceptable graduate programs include all programs that assist the student in meeting the educational
13 requirements in becoming a LMFT, a LCSW, or a licensed Clinical Psychologist.

14 3. Volunteer and student intern services shall not comprise more than twenty percent (20%) of
15 total services provided.

16 O. All CONTRACTOR staff must have an initial Department of Justice live scan prior to hire, and
17 updated annual criminal checks through the internet, utilizing Megan's Law, Orange County Sheriff's,
18 and Orange County Superior Courts. Staff may be hired temporarily pending live scan results as long as
19 all the internet checks have been completed and are acceptable.

20 P. CONTRACTOR shall maintain personnel files for each staff member, including the
21 management and other administrative positions, which will include, but not be limited to, an application
22 for employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if
23 applicable), pay rate and evaluations justifying pay increases.

24 Q. CONTRACTOR shall provide pre-employment screening of any staff person providing any
25 service pursuant to the Agreement.

26 1. All staff, prior to hiring, shall meet the following requirements:

27 a. No person shall have been convicted of a sex offense for which the person is required
28 to register as a sex offender under California Penal Code section 290.

29 b. No person shall have been convicted of an arson offense – Violation of Penal Code
30 sections 451, 451.1, 452, 452.1, 453, 454, or 455;

31 c. No person shall have been convicted of any violent felony as defined in Penal Code
32 section 667.5, which involve doing bodily harm to another person, for which the staff member was
33 convicted within five years prior to employment;

34 d. No person shall be on parole or probation;

35 e. No person shall participate in the criminal activities of a criminal street gang and/or
36 prison gang; and

37 //

1 f. No person shall have prior employment history of improper conduct, including but not
2 limited to, forging or falsifying documents or drug tests, sexual assault or sexual harassment, or
3 inappropriate behavior with staff or Clients at another treatment facility.

4 2. Exceptions to staffing requirements set forth above may be requested if CONTRACTOR
5 deems the decision will benefit the program. Requests for exceptions shall be submitted in writing and
6 approved in advance by ADMINISTRATOR.

7 R. CONTRACTOR shall ensure that all staff, including interns and volunteers, are trained and
8 have a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of the
9 P&P training for each staff member and place in their personnel files.

10 S. CONTRACTOR shall ensure that all staff completes the COUNTY's Annual Provider Training
11 and Annual Compliance Training.

12 T. CONTRACTOR shall ensure compliance with ADMINISTRATOR Standards of Care
13 practices, P&Ps, documentation standards and any state regulatory requirements.

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

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

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

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

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

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

- 27 a. Each staff member who no longer supports the Agreement;
- 28 b. Each staff member who no longer requires access to the IRIS;
- 29 c. Each staff member who leaves employment of CONTRACTOR; or
- 30 d. Token is malfunctioning.
- 31 e. Termination of this Agreement.

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

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

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

1 EXHIBIT B
 2 TO AGREEMENT FOR PROVISION OF
 3 BEHAVIORAL HEALTH CALWORKS SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 MARIPOSA WOMEN AND FAMILY CENTER
 8 JULY 1, 2019 THROUGH JUNE 30, 2020
 9

10 **I. BUSINESS ASSOCIATE CONTRACT**

11 **A. GENERAL PROVISIONS AND RECITALS**

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

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

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

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

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

32 6. The parties understand that the HIPAA Privacy and Security rules, as defined below in
 33 Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the
 34 covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the
 35 terms of this Business Associate Contract and the applicable standards, implementation specifications,
 36 and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended,
 37 //

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

3 B. DEFINITIONS

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

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

35 5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in
36 45 CFR § 160.103.

37 //

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

3 7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in
4 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance
5 with 45 CFR § 164.502(g).

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

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

11 10. "PHI" shall have the meaning given to such term under the HIPAA regulations in
12 45 CFR § 160.103.

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

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

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

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

24 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in
25 45 CFR § 160.103.

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

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

32 18. "Use" shall have the meaning given to such term under the HIPAA regulations in
33 45 CFR § 160.103.

34 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

37 //

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

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

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

9 D. SECURITY RULE

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

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

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

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

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

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

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

37 //

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

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

7 E. DATA SECURITY REQUIREMENTS

8 1. Personal Controls

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

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

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

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

34 2. Technical Security Controls

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

1 is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the
2 COUNTY.

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

37 //

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

5 3. Audit Controls

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

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

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

19 4. Business Continuity/Disaster Recovery Control

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

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

32 5. Paper Document Controls

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

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

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

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

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

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

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

24 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

18 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
19 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
20 COUNTY.

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

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

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

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

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

5 **G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR**

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

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

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

15 1) The Disclosure is required by law; or

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

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

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

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

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

30 **H. PROHIBITED USES AND DISCLOSURES**

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

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

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

3 | I. OBLIGATIONS OF COUNTY

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

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

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

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

15 | J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

37 | //

EXHIBIT C
 TO AGREEMENT FOR PROVISION OF
 BEHAVIORAL HEALTH CALWORKS SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 MARIPOSA WOMEN AND FAMILY CENTER
 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 SSA and CHHS.

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

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

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

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

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

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

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

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

6 B. TERMS OF AGREEMENT

7 1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as
8 otherwise indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform
9 functions, activities, or services for or on behalf of the COUNTY pursuant to the terms of the
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
26 data systems containing DHCS PI and PII. CONTRACTOR shall protect paper documents containing
27 DHCS PI and PII. These steps shall include, at a minimum:

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

30 2) Providing a level and scope of security that is at least comparable to the level and
31 scope of security established by the OMB in OMB Circular No. A-130, Appendix III-Security of
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 SSA and CHHS and in the Agreement between SSA and DHCS, known as
37 the IEA. The specific sections of the IEA with substantive privacy and security requirements to be

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

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

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

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

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

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

30 | i. Designation of Individual Responsible for Security. CONTRACTOR shall designate
31 | an 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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