

AGREEMENT FOR PROVISION OF
 BEHAVIORAL HEALTH SERVICES FOR MILITARY FAMILIES
 BETWEEN
 COUNTY OF ORANGE
 AND
 CHILD GUIDANCE CENTER, INC.
 JULY 1, ~~2015~~2018 THROUGH JUNE 30, ~~2018~~2019

THIS AGREEMENT entered into this 1st day of July ~~2015, which date is enumerated for purposes of reference only~~2018, is by and between the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY) and CHILD GUIDANCE CENTER, INC., a California nonprofit corporation, (CONTRACTOR). COUNTY and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as "Parties." This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Behavioral Health Services for Military Families described herein to the residents of Orange County; and

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

~~NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:~~

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

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TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
Title Page.....	1
Table of Contents	2
Referenced Contract Provisions	4
I. Acronyms	5
II. Alteration of Terms	7
III. Assignment of Debts	8
IV. Compliance	8
V. Confidentiality.....	12
VI. Cost Report.....	13
VII. Delegation, Assignment and Subcontracts	15
VIII. Employee Eligibility Verification	16
IX. Equipment	17
X. Facilities, Payments and Services.....	18
XI. Indemnification and Insurance	18
XII. Inspections and Audits	22
XIII. Licenses and Laws	23
XIV. Literature, Advertisements, and Social Media.....	25
XV. Maximum Obligation.....	26
XVI. Minimum Wage Laws	26
XVII. Nondiscrimination.....	26
XVIII. Notices.....	29
XIX. Notification of Death	29
XX. Notification of Public Events and Meetings	30
XXI. Records Management and Maintenance	30
XXII. Research and Publication.....	32
XXIII. Severability.....	32
XXIV. Special Provisions	32
XXV. Status of Contractor	33
XXVI. Term	33
XXVII. Termination	34
XXVIII. Third Party Beneficiary	35
XXIX. Waiver of Default or Breach.....	36
Signature Page.....	37

TABLE OF CONTENTS

<u>EXHIBIT A</u>	<u>PAGE</u>
I. Common Terms and Definitions	1
II. Budget	5
III. Payments	7
IV. Reports.....	8
V. Services	9
VI. Staffing	12

<u>EXHIBIT B</u>	<u>PAGE</u>
I. Business Associate Contract.....	1

<u>EXHIBIT C</u>	<u>PAGE</u>
I. Personal Information Privacy and Security Contract.....	1

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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2015~~ 2018 through June 30, ~~2018~~ 2019

Maximum Obligation:

~~Period One Maximum Obligation: \$ 445~~ \$495,904

~~Period Two Maximum Obligation:~~ 445,904

~~Period Three Maximum Obligation:~~ 445,904

~~Total Maximum Obligation:~~ \$ 1,337,712

Basis for Reimbursement: Actual Cost

Payment Method: Provisional Amount, Monthly in Arrears

CONTRACTOR DUNS Number: ~~023266154~~ 02-326-6154

CONTRACTOR TAX ID Number: 27-1348840

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: Child Guidance Center, Inc.
525 N. Cabrillo Drive, Suite 300
Santa Ana, California 92701
Attention: Lori Pack, Executive Director
~~E-mail:~~ lpack@cgcinc.org

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I. ACRONYMS

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

A.	ADAS	Alcohol and Drug Abuse Services
B.	AES	Advanced Encryption Standard
C.	ARRA	American Recovery and Reinvestment Act
D.	ASRS	Alcohol and Drug Programs Reporting System
E.	BBS	Board of Behavioral Sciences
F.	BCP	Business Continuity Plan
G.	BHS	Behavioral Health Services
H.	CalOPTIMA	California Orange Prevention and Treatment Integrated Medical Assistance Plan
I.	CAT	Centralized Assessment Team
J.	CCC	California Civil Code
K.	CCR	California Code of Regulations
L.	CD/DVD	Compact Disc/Digital Video or Versatile Video
M.	CFDA	Catalog of Federal Domestic Assistance
N.	CFR	Code of Federal Regulations
O.	CHPP	County HIPAA Policies and Procedures
P.	CHS	Correctional Health Services
Q.	CIPA	California Information Practices Act
R.	CMPPA	Computer Matching and Privacy Protection Act
S.	CSW	Clinical Social Worker
T.	D/MC	Drug/Medi-Cal
U.	DCR	Data Collection and Reporting
V.	DD	Dual Disorders
W.	DHCS	Department of Health Care Services
X.	DoD	US Department of Defense
Y.	DPFS	Drug Program Fiscal Systems
Z.	DRP	Disaster Recovery Plan
AA.	DRS	Designated Record Set
AB.	DSH	Direct Service Hours
AC.	DSM	Diagnostic and Statistical Manual of Mental Disorders
AD.	E-MAIL	Electronic Mail
AE.	EHR	Electronic Health Records
AF.	EPSDT	Early and Periodic Screening, Diagnosis, and Treatment

1	AG. FRC	Family Resource Center
2	AH. FIPS	Federal Information Processing Standards
3	AI. —FSP	Full Service Partnership
4	AJ. —FSW	Full Service Wraparound
5	AK. FTE	Full Time Equivalent
6	AL. GAAP	Generally Accepted Accounting Principles
7	AM. HCA	Health Care Agency
8	AN. HHS	Health and Human Services
9	AO. HIPAA	Health Insurance Portability and Accountability Act
10	AP. HSC	California Health and Safety Code
11	AQ. ID	Identification
12	AR— IEA	Information Exchange Agreement
13	AS. IRIS	Integrated Records Information System
14	AT. KET	Key Events Tracking
15	AU. LCSW	Licensed Clinical Social Worker
16	AV. LPCC	Licensed Professional Clinical Counselor
17	AW. LPT	Licensed Psychiatric Technician
18	AX. LVN	Licensed Vocational Nurse
19	AY. MFT	Marriage and Family Therapist
20	AZ. MHP	Mental Health Plan
21	BA. MHW	Mental Health Worker
22	BB. MHSA	Mental Health Services Act
23	BC. MIHS	Medical and Institutional Health Services
24	BD. MTP	Master Treatment Plan
25	BE. NIST	National Institute of Standards and Technology
26	BF. —NOA-A	Notice of Action
27	BG. NP	Nurse Practitioner
28	BH. NPI	National Provider Identifier
29	BI. —NPP	Notice of Privacy Practices
30	BJ. —OCJS	Orange County Jail System
31	BK. OCPD	Orange County Probation Department
32	BL. OCR	Office for Civil Rights
33	BM. OCSD	Orange County Sheriff's Department
34	BN. OIG	Office of Inspector General
35	BO. OMB	Office of Management and Budget
36	BP. —OPM	Federal Office of Personnel Management
37	BQ. P&P	Policy and Procedure

1	BR. PADSS	Payment Application Data Security Standard
2	BS. —PAF	Partnership Assessment Form
3	BT. PBM	Pharmaceutical Benefits Management
4	BU. PC	State of California Penal Code
5	BV. PCI DSS	Payment Card Industry Data Security Standard
6	BW. PHI	Protected Health Information
7	BX. PI	Personal Information
8	BY. PII	Personally Identifiable Information
9	BZ. POC	Plan of Care
10	CA. PRA	Public Record Act
11	CB. PSC	Personal Services Coordinator
12	CC. QIC	Quality Improvement Committee
13	CD. RCL	Rate Classification Level
14	CE. RN	Registered Nurse
15	CF. —SAMSHA	Substance Abuse and Mental Health Services Administration
16	CG. SSA	Social Services Agency
17	CH. SSI	Social Security Income
18	— CI. SUD	Substance Use Disorder
19	CJ. —TAY	Transitional Age Youth
20	CK. TBS	Therapeutic Behavioral Services
21	— CL. TCM	Targeted Case Management
22	CM. The HITECH Act	The Health Information Technology for Economic and Clinical Health
23		Act, Public Law 111-005
24	CN. UMDAP	Universal Method of Determining Ability to Pay
25	CO. USC	United States Code
26	CP. —WIC	State of California Welfare and Institutions Code
27	CQ. WRAP	Wellness Recovery Action Plan
28	CR. XML	Extensible Markup Language

II. ALTERATION OF TERMS

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

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

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

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

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

2. CONTRACTOR has the option to ~~adhere to HCA's Compliance Program and Code of Conduct or establish~~ provide ADMINISTRATOR with proof of its own, ~~provided~~ Compliance Program, Code of Conduct and any Compliance related policies and procedures. CONTRACTOR's Compliance Program ~~and~~ Code of Conduct ~~have been verified to~~ and any related policies and procedures shall be verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements by ADMINISTRATOR's Compliance Officer as described in ~~subparagraphs below~~ this Paragraph IV (COMPLIANCE). These elements include:

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

3. ~~3.~~ If CONTRACTOR ~~elects to adhere~~ does not provide proof of its own Compliance program to ~~HCA's~~ ADMINISTRATOR, CONTRACTOR shall acknowledge to comply with ADMINISTRATOR's Compliance Program and Code of Conduct; the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of ~~award~~ execution of this Agreement a signed acknowledgement that CONTRACTOR shall comply with ~~HCA's~~ ADMINISTRATOR's Compliance Program and Code of Conduct.

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4. If CONTRACTOR elects to have its own Compliance Program ~~and~~ Code of Conduct ~~then it shall~~ and any Compliance related policies and procedures review by ADMINISTRATOR, then CONTRACTOR shall submit a copy of its ~~Compliance~~ compliance Program, ~~Code~~ code of Conduct and all relevant policies and procedures to ADMINISTRATOR within thirty (30) calendar days of ~~award~~ execution of this Agreement. ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a reasonable time, which shall not exceed forty five (45) calendar days, and determine if CONTRACTOR's ~~Compliance Program and Code of Conduct contains all required elements. CONTRACTOR shall take necessary action to meet said standards or shall be asked to acknowledge and agree to HCA's Compliance Program and Code of Conduct if the CONTRACTOR's Compliance Program and Code of Conduct does not~~ proposed compliance program and code of conduct contain all required elements to the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and CONTRACTOR shall revise its compliance program and code of conduct to meet ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

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

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

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

1. For purposes of this Paragraph IV (COMPLIANCE), Covered Individuals includes all employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide

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

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

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

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

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

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

36 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
 37 entity is currently excluded, suspended or debarred, or is identified as such after being sanction

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

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

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

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

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

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

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

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

24 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
 25 Individuals relative to this Agreement.

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

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

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

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

35 E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

36 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care
 37 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.

F. Failure to comply with the obligations stated in this Paragraph IV (COMPLIANCE) 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 Paragraph IV (COMPLIANCE) 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, as they now exist or may hereafter be amended or changed.

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

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

3. In the event of a collaborative service agreement between Mental Health services providers, CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information,

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1 from the collaborative agency, for ~~Participants~~clients receiving services through the collaborative
2 agreement.

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

11 VI. COST REPORT

12 A. CONTRACTOR shall submit ~~separate Cost Reports for Period One, Period Two, an individual~~
13 ~~and Period Three, /or for a portion thereof,~~consolidated Cost Report to COUNTY no later than sixty
14 (60) calendar days following ~~the period for which they are prepared or~~ termination of this Agreement.
15 CONTRACTOR shall prepare the individual and/or consolidated Cost Report in accordance with all
16 applicable federal, state and COUNTY requirements, GAAP and the Special Provisions Paragraph of
17 this Agreement. CONTRACTOR shall allocate direct and indirect costs to and between programs, cost
18 centers, services, and funding sources in accordance with such requirements and consistent with prudent
19 business practice, which costs and allocations shall be supported by source documentation maintained
20 by CONTRACTOR, and available at any time to ADMINISTRATOR upon reasonable notice. ~~—In the~~
21 ~~event CONTRACTOR has multiple Agreements for mental health services that are administered by~~
22 ~~HCA, consolidation of the individual Cost Reports into a single consolidated Cost Report may be~~
23 ~~required, as stipulated by ADMINISTRATOR. —CONTRACTOR shall submit at the consolidated Cost~~
24 ~~Report to COUNTY no later than five (5) business days following approval by ADMINSTRATOR of~~
25 ~~all individual Cost Reports to be incorporated into a consolidated Cost Report.~~

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

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

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

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

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

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

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

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

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

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

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

Signed _____
Name _____
Title _____
Date _____

VII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS

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

B. CONTRACTOR may not assign the rights hereunder, either in whole or in part, without the prior written consent of COUNTY.

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

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

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

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

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

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

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

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

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

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

VIII. EMPLOYEE ELIGIBILITY VERIFICATION

CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees, subcontractors, and consultants performing work under this Agreement meet the citizenship or alien status requirements set forth in federal statutes and regulations. ~~CONTRACTOR~~ shall obtain, from all employees, subcontractors, and consultants performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently

1 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all
2 covered employees, subcontractors, and consultants for the period prescribed by the law.

4 **IX. EQUIPMENT**

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

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

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

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

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

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

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

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

X. FACILITIES, PAYMENTS AND SERVICES

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

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

XI. INDEMNIFICATION AND INSURANCE

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

B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all required insurance at CONTRACTOR's expense ~~and to submit to COUNTY the COI~~, including all endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this Agreement have been complied with ~~and~~. CONTRACTOR agrees to maintain keep such insurance

coverage, Certificates of Insurance, and endorsements on deposit with COUNTY during the entire term of this Agreement. ~~–~~ In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.

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

D. ~~–~~ All SIRs and deductibles shall be clearly stated on the COI. ~~–~~ If no SIRs or deductibles apply, indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an amount in excess of ~~\$2550,000~~ (\$5,000 for automobile liability ~~–~~) shall specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the following:

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

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

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

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

F. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the Best's Key Rating Guide/Property-Casualty/United States or ambest.com). It is preferred,

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but not mandatory, that the insurer be licensed to do business in the state of California (California Admitted Carrier).

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

G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum 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	\$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

H. REQUIRED COVERAGE FORMS

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

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

I. REQUIRED ENDORSEMENTS –

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

a. An Additional Insured endorsement using ISO form CG ~~2010 or CG 2033~~ 20 26 04 13 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers,

employees, and agents as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN AGREEMENT.

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

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

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

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

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

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

L. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and within ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation ~~may~~ shall constitute a ~~material breach of the Agreement, upon which the~~ CONTRACTOR's obligation hereunder and ground for COUNTY ~~may suspend or~~ to terminate this Agreement.

M. If CONTRACTOR's Professional Liability ~~policy is a "claims made" policy~~ and/or Network Security & Privacy Liability are "Claims Made" policies, CONTRACTOR shall agree to maintain ~~Professional Liability~~ coverage for two (2) years following the completion of the Agreement.

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

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

~~PO.~~ COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall constitute a breach of CONTRACTOR's obligation hereunder and ground for termination of this

Agreement ~~may be in breach without further notice to CONTRACTOR, and by~~ COUNTY ~~shall be entitled to all legal remedies.~~

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

~~R~~//

Q. SUBMISSION OF INSURANCE DOCUMENTS

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

- Prior to the start date of this Agreement.
- No later than the expiration date for each policy.
- Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph G. ~~of this Agreement,~~ above.

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

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

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

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

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

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

XII. INSPECTIONS AND AUDITS

A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative of the State of California, the Secretary of the United States Department of Health and Human Services, the Comptroller General of the United States, or any other of their authorized representatives, shall have access to any books, documents, and records, including but not limited to, financial statements, general ledgers, relevant accounting systems, medical and ~~Participant~~ client records, of CONTRACTOR that are

1 directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or
 2 conducting an audit, review, evaluation, or examination, or making transcripts during the periods of
 3 retention set forth in the Records Management and Maintenance Paragraph of this Agreement. Such
 4 persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this
 5 Agreement, and the premises in which they are provided.

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

10 C. AUDIT RESPONSE

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

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

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

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

30 XIII. LICENSES AND LAWS

31 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
 32 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,
 33 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
 34 required by the laws, regulations and requirements of the United States, the State of California,
 35 COUNTY, and all other applicable governmental agencies. —CONTRACTOR shall notify
 36 ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the
 37

pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers and exemptions. Said inability shall be cause for termination of this Agreement.

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

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. WIC, Division 5, Community Mental Health Services.
3. WIC, Division 6, Admissions and Judicial Commitments.
4. WIC, Division 7, Mental Institutions.
5. HSC, §§1250 et seq., Health Facilities.

6. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
7. CCR, Title 9, Rehabilitative and Developmental Services.
8. CCR, Title 17, Public Health.
9. CCR, Title 22, Social Security.
10. CFR, Title 42, Public Health.
11. CFR, Title 45, Public Welfare.
12. USC Title 42. Public Health and Welfare.
13. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
14. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
15. 42 USC §1857, et seq., Clean Air Act.
16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
17. 31 USC 7501.70, Federal Single Audit Act of 1984.
18. Policies and procedures set forth in Mental Health Services Act.
19. Policies and procedures set forth in DHCS Letters.
20. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
21. 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.~~

Uniform Administrative Requirements, Cost Principles, and Audit Requirements for

Federal Awards.

XIV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

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

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

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

CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.

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

XV. MAXIMUM OBLIGATION

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

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

XVI. MINIMUM WAGE LAWS

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

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

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

XVII. NONDISCRIMINATION

A. EMPLOYMENT

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

1 not unlawfully discriminate against any employee or applicant for employment because of his/her race,
 2 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,
 3 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual
 4 orientation, or military and veteran status.

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

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

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

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

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

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

37 //

1 Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one
2 or more of the factors identified above:

3 1. Denying a Participantclient or potential Participantclient any service, benefit, or
4 accommodation.

5 2. Providing any service or benefit to a Participantclient which is different or is provided in a
6 different manner or at a different time from that provided to other Participantsclients.

7 3. Restricting a Participantclient in any way in the enjoyment of any advantage or privilege
8 enjoyed by others receiving any service or benefit.

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

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

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

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

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

23 b. Throughout the problem resolution and grievance process, Participantclient rights shall
24 be maintained, including access to the Patients' Rights Office at any point in the process.
25 ParticipantsClients shall be informed of their right to access the Patients' Rights Office at any time.

26 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as
27 to the findings regarding the alleged complaint and, if not satisfied with the decision, may file an appeal.

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

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

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

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

XVIII. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

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

XIX. NOTIFICATION OF DEATH

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

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

1. TELEPHONE NOTIFICATION – CONTRACTOR shall 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.

XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS

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

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

XXI. RECORDS MANAGEMENT AND MAINTENANCE

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

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

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

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

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

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

1. The medical records and billing records about individuals maintained by or for a covered health care provider;

2. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

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

1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit or site visit.

2. Provide auditor or other authorized individuals access to documents via a computer terminal.

3. Provide auditor or other authorized individuals a hardcopy printout of documents, if requested.

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

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

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

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XXII. RESEARCH AND PUBLICATION

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

XXIII. SEVERABILITY

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

XXIV. SPECIAL PROVISIONS

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

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

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

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1. Funding travel or training (excluding mileage or parking).
2. Making phone calls outside of the local area unless documented to be directly for the purpose of **Participant**client care.
3. Payment for grant writing, consultants, certified public accounting, or legal services.
4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.
5. Purchasing or improving land, including constructing or permanently improving any building or facility, except for tenant improvements.
6. Providing inpatient hospital services or purchasing major medical equipment.
7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).
8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's **Participants**clients.

XXV. STATUS OF CONTRACTOR

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

XXVI. TERM

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

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

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XXVII. TERMINATION

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

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

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

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

D. CONTINGENT FUNDING

1. Any obligation of COUNTY under this Agreement is contingent upon the following:
 - a. The continued availability of federal, state and county funds for reimbursement of COUNTY's expenditures, and
 - b. Inclusion of sufficient funding for the services hereunder in the applicable budget(s) approved by the Board of Supervisors.
2. In the event such funding is subsequently reduced or terminated, COUNTY may suspend, terminate or renegotiate this Agreement upon thirty (30) calendar days' written notice given CONTRACTOR. ~~If COUNTY elects to renegotiate this Agreement due to reduced or terminated funding, CONTRACTOR shall not be obligated to accept the renegotiated terms.~~

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

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

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

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

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

4. If Participants clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all Participant client information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.

5. Assist ADMINISTRATOR in effecting the transfer of Participants clients in a manner consistent with Participant's client's best interests.

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

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

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

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

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

XXVIII. THIRD PARTY BENEFICIARY

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

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XXIX. WAIVER OF DEFAULT OR BREACH

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

~~XXX. WAIVER OF DEFAULT OR BREACH~~

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

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

3
4 CHILD GUIDANCE CENTER, INC.

5
6
7 BY: _____ DATED: _____

8
9 TITLE: _____

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14 COUNTY OF ORANGE

15
16
17 BY: _____ DATED: _____

18 HEALTH CARE AGENCY

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22
23
24 APPROVED AS TO FORM
25 OFFICE OF THE COUNTY COUNSEL
26 ORANGE COUNTY, CALIFORNIA

27
28
29 BY: _____ DATED: _____

30 DEPUTY

31
32
33
34 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the
35 President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer
36 or any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution
37 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 SERVICES FOR MILITARY FAMILIES
BETWEEN
COUNTY OF ORANGE
AND
CHILD GUIDANCE CENTER, INC.
JULY 1, ~~2015~~2018 THROUGH JUNE 30, ~~2018~~2019

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. Admission means documentation, by CONTRACTOR, of completion of the entry and Evaluation documents into the ADMINISTRATOR's IRIS or other database as approved by administrator.

2. Case Management ~~Linkage—Brokerage~~ means a process of identification, ~~Assessment~~assessment of need, planning, coordination and ~~linking, monitoring and continuous Evaluation of Participants and of linkage to~~ available resources ~~and advocacy through a process of. This will include~~ casework activities ~~in order~~tailored to achieve the best possible resolution to individual needs in the most effective way possible. This includes supportive assistance to the Participant ~~in the Assessment, determination of need and securing of adequate and appropriate living arrangements.~~

3. Clinician means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 625.;

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

5. Diagnosis means the definition of the nature of the Participant's disorder. When formulating the Diagnosis of Participant, CONTRACTOR shall use the diagnostic codes ~~and axes~~ as specified in the most current edition of the DSM published by the American Psychiatric Association. DSM diagnoses shall be recorded on all IRIS documents, or other database, as appropriate.

~~6. Engagement means the process by which a trusting relationship between worker and Participant(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of Participant(s) is the objective of a successful Outreach.~~

~~7.~~ 6. Evaluation means systematic collection, analysis, and use of program information for monitoring, improving programs, assessing Outcomes, planning, and policy-making in relation to this Agreement.

~~8.~~ 7. Family Member means any traditional and/or non-traditional support system, significant other, or natural support designated by the Participant.

98. Innovation Projects ~~mean~~ means programs that are designed as research projects to evaluate the effectiveness of new approaches and practices. ~~By their very nature, not all~~ Innovation projects ~~emphasize contribution to learning rather than service delivery.~~ Projects ~~will be successful.~~ ~~Innovation Projects are expected to be about one~~ are limited to ~~three~~ a maximum of five years ~~long although in some instances the length of the project may be extended.~~ ~~A thorough Evaluation of each project will be conducted and the findings disseminated.~~ ~~Those projects deemed "unsucessful" will be discontinued.~~ ~~To continue those projects showing positive Outcomes, another funding source must be identified.~~

109. IRIS refers to a collection of applications and databases that serve the needs of programs within the COUNTY and includes functionality such as registration and scheduling, laboratory information system, billing and reporting capabilities, compliance with regulatory requirements, electronic medical records and other relevant applications.

110. Linkage means when an individual is connected to programs or services through warm hand-off or follow-up to ensure connection is made.

111. Mental Health Field means a business or service providing mental health Outreach, Assessment or treatment services to mental health Participants, or providing housing, educational, counseling, employment, recreational or social services to mental health Participants.

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

a. Assessment means a service activity, which may include a clinical analysis of the history and current status of a beneficiary's mental, emotional, or behavioral disorder, relevant cultural issues and history, Diagnosis and the use of testing procedures.

b. Collateral means a significant support person in a beneficiary's life and is used to define services provided to them with the intent of improving or maintaining the mental health status of the Participant. The beneficiary may or may not be present for this service activity.

c. Crisis Intervention means a service, lasting less than twenty-four (24) hours, to or on behalf of a Participant for a condition which requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to, Assessment, Collateral and Therapy.

~~d. Medication Support Services means those services provided by a licensed physician, registered nurse, or other qualified medical staff, which includes prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals and which are necessary to alleviate the symptoms of mental illness. These services also include Evaluation and documentation of the clinical justification and effectiveness for use of the medication, dosage, side effects, compliance and response to medication, as well as obtaining informed consent, providing medication education and plan development related to the delivery of the service and/or Assessment of the beneficiary.~~

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~~d. Rehabilitation Service means an activity which includes assistance in improving, maintaining, or restoring a Participant's or group of Participants' functional skills, daily living skills, social and leisure skill, grooming and personal hygiene skills, meal preparation skills, support resources and/or medication education.~~

~~f. TCM means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and Referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; and plan development.~~

~~g. Therapy means a service activity which is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries which may include family Therapy in which the beneficiary is present.~~

~~13. MHSA means the law that provides funding for expanded community Mental Health Services. It is also known as "Proposition 63."~~

~~14. NPI means the standard unique health identifier that was adopted by the Secretary of Health and Human Services under HIPAA of 1996 for health care providers. All HIPAA covered healthcare providers, individuals and organizations must obtain an NPI for use to identify themselves in HIPAA standard transactions. The NPI is assigned for life.~~

~~15. NPP means a document that notifies individuals of uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provider as set forth in HIPAA.~~

~~16. Non-confrontational Communication Techniques means strategies aimed at communicating with others in a calm and diplomatic manner.~~

~~17. Outcome means measurable change that occurs as a result of a project's overall performance in implementing its services. Outcomes are often separated out as to their expected effect along a time continuum, as immediate, intermediate and long-term Outcomes.~~

~~19. Outreach means the Outreach to potential Participants to link them to appropriate Mental Health Services and may include activities that involve educating the community about the services offered and requirements for participation in the programs. Such activities should result in the CONTRACTOR developing their own Participant Referral sources for the programs they offer.~~

~~20. 18. Outreach means activities that are intended to engage and inform potential participants about project services. The goal of successful outreach is to enroll participants into project services.~~

~~19. Participant means an individual, referred by ADMINSTRATOR or enrolled in CONTRACTOR's program for services under this Agreement, who meets Title 9, CCR criteria for Mental Health Services.~~

~~21. 20. Paraprofessional means a title given to persons, in various occupational fields, such as education, healthcare, or Mental Health Field under this Agreement, who are trained to assist other~~

1 clinicians/professional but are not licensed or in the licensing process at a professional level.

2 ~~21~~ 21. Peer Navigator means a veteran, active military personnel, or family member who
3 has lived experience ~~to the service member or service member's family~~ with the military culture.

4 ~~22~~ 22. PHI means individually identifiable health information usually transmitted by
5 electronic media, maintained in any medium as defined in the regulations or for an entity such as a
6 health plan, transmitted or maintained in any other medium. It is created or received by a covered entity
7 and relates to the past, present, or future physical or mental health or condition of an individual,
8 provision of health care to an individual, or the past, present, or future payment for health care provided
9 to an individual.

10 ~~23~~ 23. PII means any information that could be readily used to identify a specific person,
11 including but not limited to: name, address, telephone number, email address, driver's license number,
12 Social Security number, bank account information, credit card information, or any combination of data
13 that could be used to identify a specific person, such as a birth date, zip code, mother's maiden name
14 and gender.

15 ~~24~~ 24. Pre-test means administering an assessment tool prior to services to identify a
16 baseline measure.

17 ~~25~~ 25. Post-test means administering an assessment tool throughout or after services to
18 identify outcomes.

19 ~~27. Post Post test means administering an assessment tool at a specified time period after the~~
20 ~~Post test for the purpose of measuring retention of subject matter.~~

21 ~~28~~ 26. Program Promotion means presentations that are intended to educate agencies,
22 courts, providers, and other organizations about program services.

23 ~~29~~ 27. Referral means providing ~~the effective linkage of~~ community and behavioral health
24 resources to a Participant ~~to another service, when indicated; with follow-up to be provided within five~~
25 ~~(5) working days to assure that the Participant has made contact with the referred service~~ for the purpose
26 of supporting their needs.

27 ~~30~~ 28. Unduplicated Participant means an individual who is counted only once, despite
28 how many services the individual is enrolled during the term of the Agreement.

29 ~~31~~ 29. Units of Service mean the number and/or type of activities the CONTRACTOR will
30 fulfill during the term of the Agreement.

31 B. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
32 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 of this Exhibit A to the Agreement and the following budget, which is set forth for informational purposes only and may be adjusted by mutual agreement, in writing, by ADMINISTRATOR and CONTRACTOR.

	<u>PERIOD</u>	<u>PERIOD</u>	<u>PERIOD</u>	
	<u>ONE</u>	<u>TWO</u>	<u>THREE</u>	<u>TOTAL</u>
ADMINISTRATIVE COSTS				
Salaries	—\$ 38,703	—\$ 38,703	—\$ 38,703	\$ —116,109
Benefits	—9,211	—9,211	—9,211	—27,633
Services and Supplies	—7,729	—7,729	—7,729	—23,187
Professional Services	—2,518	—2,518	—2,518	—7,554
SUBTOTAL ADMINISTRATIVE COSTS	—\$ 58,161	—\$ 58,161	—\$ 58,161	\$ —174,483
PROGRAM COSTS				
Salaries	—\$205,920	—\$205,920	—\$205,920	\$ —617,760
Benefits	—61,964	—61,964	—61,964	—185,892
Services and Supplies	—42,887	—42,887	—42,887	—128,661
Subcontracts	—76,972	—76,972	—76,972	—230,916
SUBTOTAL PROGRAM COSTS	—\$387,743	—\$387,743	—\$387,743	\$1,163,229
TOTAL GROSS COSTS	—\$445,904	—\$445,904	—\$445,904	\$1,337,712
REVENUE				
MHSA	—\$445,904	—\$445,904	—\$445,904	\$1,337,712
TOTAL REVENUE	—\$445,904	—\$445,904	—\$445,904	\$1,337,712
MAXIMUM OBLIGATION	—\$445,904	—\$445,904	—\$445,904	\$1,337,712

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1		<u>TOTAL</u>
2	<u>ADMINISTRATIVE COSTS</u>	
3	<u>Indirect Costs</u>	<u>\$ 64,683</u>
4	<u>SUBTOTAL ADMINISTRATIVE COSTS</u>	<u>\$ 64,683</u>
5		
6	<u>PROGRAM COSTS</u>	
7	<u>Salaries</u>	<u>\$ 227,874</u>
8	<u>Benefits</u>	<u>53,134</u>
9	<u>Services and Supplies</u>	<u>59,397</u>
10	<u>Subcontracts</u>	<u>90,816</u>
11	<u>SUBTOTAL PROGRAM COSTS</u>	<u>\$ 431,221</u>
12		
13	<u>TOTAL GROSS COSTS</u>	<u>\$ 495,904</u>
14		
15	<u>REVENUE</u>	
16	<u>MHSA</u>	<u>\$ 495,904</u>
17	<u>TOTAL REVENUE</u>	<u>\$ 495,904</u>
18		
19	<u>MAXIMUM OBLIGATION</u>	<u>\$ 495,904</u>

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

C. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records will reflect the actual cost of the type of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will be made in accordance with GAAP and Medicare regulations. The Participants' eligibility

determination and fee charged to and collected from Participants, together with a record of all invoices rendered and revenues received from any source, on behalf of Participants treated pursuant to the Agreement, must be reflected in CONTRACTOR's financial records.

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

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, ~~at the provisional amount of \$37,159 \$41,325 per month for Period One, Period Two, and Period Three.~~ All payments are interim payments only, and subject to ~~final settlement~~ Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments does not exceed COUNTY's Maximum Obligation as ~~stated~~ specified in the Referenced Contract Provisions of the Agreement and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and ~~or~~ federal regulations. ~~ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.~~

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

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

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

B. CONTRACTOR's ~~invoice~~ invoices shall be on a form approved or supplied by ~~COUNTY~~ ADMINISTRATOR and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) ~~calendar~~ day of ~~the~~ each month. Invoices received after the due date may not be paid within the same month. Payments to CONTRACTOR should be released by COUNTY

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no later than ~~twenty-one (21)~~thirty (30) calendar days after receipt of the correctly completed invoice form.

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

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

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

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

IV. REPORTS

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

B. FISCAL

1. Expenditure and Revenue Report. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. —These reports will be on a form provided by ADMINISTRATOR and will report year-to-date actual costs and revenues (if applicable) for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. Such reports will also include actual productivity as defined by ADMINISITRATOR.

2. Year-End Projections. —In conjunction with the Expenditure and Revenue Report, CONTRACTOR shall provide monthly year-end projections that shall include year-to-date actual costs and revenues (if applicable) and anticipated year-end actual costs and revenues (if applicable) for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement.

3. The Expenditure and Revenue and Year-End Projection report shall be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported. —

C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports shall be on a form provided by ADMINISTRATOR and shall, at a minimum, report overall FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the Agreement, and staff hours worked by positions. The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.

D. PROGRAMMATIC – Throughout the term of the Agreement, CONTRACTOR shall submit monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported. Programmatic

reports shall be in a format(s) approved by ADMINISTRATOR and shall include a description of CONTRACTOR's progress in implementing the provisions of the Agreement including, but not limited to, number of active cases, number of Participant's admitted/discharged, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of licenses and/or certifications, changes in population served and reasons for any such changes. CONTRACTOR shall be prepared to present and discuss their programmatic reports at their monthly scheduled meetings with ADMINISTRATOR and shall state whether or not it is progressing satisfactorily in achieving all the terms of the Agreement, and if not, shall specify what steps are being taken to achieve satisfactory progress.

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

F. CONTRACTOR must request in writing any extensions to the due date of the any monthly required report. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

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

V. SERVICES

A. FACILITIES

1. CONTRACTOR shall maintain, at a minimum, one (1) facility for the provision of services described herein at the following location, or any other location approved, in advance, in writing, by ADMINISTRATOR:

525 N. Cabrillo Drive, Suite 300

Santa Ana, California 92701

2. CONTRACTOR shall maintain regularly scheduled service hours, as approved by ADMINISTRATOR, five (5) days a week throughout the year, and maintain the capability to provide services during evening hours, on weekdays, and on weekends, when necessary, in order to accommodate Participants.

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

B. INDIVIDUALS TO BE SERVED - CONTRACTOR shall provide services to military families who may be involved in Behavioral Health programs, such as OC4Vets, outpatient counseling, or any court program, as well as Family members that may self-refer into the program.

C. ~~BEHAVIORAL HEALTH SERVICES FOR MILITARY FAMILIES~~

1. CONTRACTOR shall establish collaborative relationships and coordinate with existing programs and courts to military families to assist in reaching family members of veterans and active military personnel.

2. CONTRACTOR shall ~~provide~~conduct outreach and engagement~~events~~ to recruit military family members such as spouses, partners, and children.

3. CONTRACTOR shall employ Peer Navigators to provide program support services, including case management, referrals, and linkages.

~~4. CONTRACTOR shall make services available at various locations throughout COUNTY, to include but not be limited to One Stop Centers, Veterans courts, Family Resource Centers, and OC4Vets program co-located at the Veteran Service Office, operated by Orange County Community Resources.~~

~~5.~~ 4. CONTRACTOR shall provide referrals and linkages to community resources to assist military family members with accessing appropriate services and supports.

~~6.~~ 5. CONTRACTOR shall provide screening and assessment of military family members to identify needs.

~~7.~~ 6. CONTRACTOR shall educate military family members on non-confrontational communication techniques.

~~8.~~ 7. CONTRACTOR shall employ Master's level clinicians to provide short-term counseling to military family members as clinically appropriate.

D. PRODUCTIVITY/UNITS OF SERVICE

1. CONTRACTOR shall provide, at a minimum, one hundred (100) outreach and engagement activities to recruit military families.

2. CONTRACTOR shall provide or participate in, at a minimum, twenty-five (25) program promotion events to agencies, courts, providers, and other organizations.

3. CONTRACTOR shall screen and assess, at a minimum, ~~seventy-five (75)~~three hundred (300) unduplicated military family members such as spouses, partners, and children.

4. CONTRACTOR shall enroll, at a minimum, ~~twenty-five (25)~~fifty (50) unduplicated military families and provide services to a minimum of one hundred fifty (~~50~~150) unduplicated individual military family members.

5. CONTRACTOR shall complete, at a minimum, ~~twenty-five (25)~~fifty (50) Pre- and Post-test measures.

6. CONTRACTOR shall provide military family members with two hundred (200) referrals to behavioral health or supportive services within the community.

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1 E. PERFORMANCE OUTCOMES

2 1. One hundred percent (100%) of military family members such as spouses, partners, and
3 children screened and assessed will be provided with services or referred/linked to appropriate
4 resources;

5 2. Seventy percent (70%) of Participants who complete a Pre- and Post-test will demonstrate
6 an increase in overall family functioning;

7 3. Seventy percent (70%) of Participants and their family members will demonstrate improved
8 family communication and support; and

9 4. Twenty-five percent (25%) of referrals to community resources will result in linkages.

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

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

20 H. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
21 with respect to any person who has been referred to CONTRACTOR by ADMINISTRATOR under the
22 terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be
23 used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian
24 institution, or religious belief.

25 I. CONTRACTOR shall provide effective administrative management of the budget, staffing,
26 recording, and reporting portion of the Agreement with the COUNTY. If administrative responsibilities
27 are delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the
28 qualifications and capacity to perform all delegated responsibilities. These responsibilities include, but
29 are not limited to, the following:

30 1. Designate the responsible position(s) in your organization for managing the funds allocated
31 to this program;

32 2. Maximize the use of the allocated funds;

33 3. Ensure timely and accurate reporting of monthly expenditures;

34 4. Maintain appropriate staffing levels;

35 5. Request budget and/or staffing modifications to the Agreement;

36 6. Effectively communicate and monitor the program for its success;

37 7. Track and report expenditures electronically;

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

9. Act quickly to identify and solve problems.

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

K. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the quality or accessibility of Participant-related services provided by, or under contract with, the COUNTY as identified in the ADMINISTRATOR's P&Ps.

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

VI. STAFFING

A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs continuously throughout the term of the Agreement. One (1) FTE shall be equal to an average of forty (40) hours of work per week to provide Behavioral Health Services for Military Families:

	<u>FTE</u>
ADMINISTRATION	
— Executive Director	— 0.08
— Manager of Administration	— 0.08
— Manager of Operations	— 0.08
— Human Resource Manager	— 0.08
— Accounting Specialist	— 0.08
— Office Technician	— 0.08
— Data Management	— 0.08
SUBTOTAL ADMINISTRATIVE FTE	— 0.58
PROGRAM	
— Program Director	— 0.50
— Office Support	— 0.75
— Program Aide	— 0.50
— Clinical Case Manager/Counselor	— 1.50
— Student Intern	— 0.50
— Peer Navigator	— 1.50

SUBTOTAL PROGRAM FTE	5.25
SUBCONTRACTORS	
Program Evaluation	0.30
Domestic Violence Peer Navigator	0.55
SUBTOTAL SUBCONTRACTOR FTE	0.85
GRAND TOTAL FTE	6.68

	<u>FTE</u>
<u>PROGRAM</u>	
<u>Program Director</u>	<u>0.50</u>
<u>Office Support</u>	<u>1.00</u>
<u>Program Aide</u>	<u>0.25</u>
<u>Clinical Case Managers/Counselors</u>	<u>1.50</u>
<u>Student Intern</u>	<u>0.50</u>
<u>Peer Navigators</u>	<u>1.50</u>
<u>SUBTOTAL PROGRAM FTE</u>	<u>5.25</u>
<u>SUBCONTRACTORS</u>	
<u>Program Evaluation</u>	<u>0.30</u>
<u>Domestic Violence Peer Navigator</u>	<u>0.55</u>
<u>CMT Facilitator, Training Support</u>	<u>0.05</u>
<u>Legal Assistance Services</u>	<u>0.02</u>
<u>SUBTOTAL SUBCONTRACTOR FTE</u>	<u>0.92</u>
<u>GRAND TOTAL FTE</u>	<u>6.17</u>

CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained. Any vacancies occurring at a time when bilingual and bicultural composition of the staffing does not meet the above requirement must be filled with bilingual and bicultural staff unless ADMINISTRATOR consents, in advance and in writing, to the filling of those positions with non-bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs other than salaries and employees benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.

C. CONTRACTOR shall be responsible for the recruitment of all mentors and volunteers used in the program.

1 1. Recruitment efforts shall include, but not be limited to, recruiting from the corporate,
 2 professional, educational and faith-based community organizations in COUNTY, as well as other
 3 neighborhood and cultural groups that represent the local demographics. Recruitment efforts shall take
 4 into consideration the principles outlined in the MHSA and shall include those who are bilingual in
 5 threshold languages, former recipients of behavioral health services, and/or family members of those
 6 who have received behavioral health services.

7 2. CONTRACTOR shall develop, implement, and maintain a “strength-based” recruitment
 8 process. This pro-active recruitment process will ensure a sufficient and diverse pool of mentors to
 9 meet the needs of the ethnic and linguistic makeup of Participants being served in COUNTY.

10 D. CONTRACTOR shall be responsible for the provision of all screening requirements for
 11 employees and volunteers, including but not be limited to ~~Live-Scan~~ Sanction Screening, the Department
 12 of Motor Vehicles Pull Report, and all other requirements as set forth in the Agreement.

13 E. CONTRACTOR shall maintain personnel files for each staff person, including management and
 14 other administrative positions, both direct and indirect which shall include, but not be limited to, an
 15 application for employment, qualifications for the position, applicable licenses, ~~Live-Scan~~ Sanction
 16 Screening results, waivers, registrations, documentation of bicultural/bilingual capabilities (if
 17 applicable), pay rate and evaluations justifying pay increases.

18 F. CONTRACTOR shall notify ADMINISTRATOR, in writing, no later than seventy-two (72)
 19 hours of any staffing vacancies or filling of vacant positions that occur during the term of the
 20 Agreement. -CONTRACTOR’s notification shall include at a minimum the following information:
 21 employee name(s), position title(s), date(s) of resignation, date(s) of hire, and a description of
 22 recruitment activity.

23 G. CONTRACTOR shall notify ADMINISTRATOR, in writing, no later than seven (7) business
 24 days in advance of any proposed staffing changes, including but not limited to promotions, temporary
 25 FTE changes, and temporary staffing assignments that occur during the term of the Agreement.

26 H. CONTRACTOR shall train each staff, volunteer, and subcontractor to utilize standards and
 27 principles that are considered “best practice”, which shall include, but not be limited to: addressing
 28 issues of Participant safety, maintaining appropriate ethical boundaries, conflict resolution, and
 29 maintaining confidentiality of Participant information.

30 I. CONTRACTOR shall provide initial and on-going training and staff development that includes
 31 but is not limited to the following:

- 32 1. Orientation to the program’s goals and P&Ps; and
- 33 2. Training on subjects as required by state regulations.

34 J. WORKLOAD STANDARDS – CONTRACTOR understands and agrees that at any given time,
 35 the standards referenced below are minimum standards, and CONTRACTOR shall make every effort to
 36 exceed these minimums.

37 //

1. CONTRACTOR shall implement staffing teams, which at a minimum, will consist of a Peer Navigator, a Clinical Case Manager/Counselor, Participant's family members and/or support system as appropriate, and the ongoing oversight of CONTRACTOR's Program Director. Additionally, CONTRACTOR may also include their subcontractors for specialized and safety net services, to include domestic violence case management; evaluation; and data collection, tracking, and reporting.

~~2. CONTRACTOR shall maintain a minimum active caseload of at least twenty-five (25) military families per one (1) FTE of Peer Navigator, specialized or non-specialized, unless otherwise approved by ADMINISTRATOR.~~

K. STUDENT INTERNS

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

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

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

2. CONTRACTOR shall provide a minimum of two (2) hours per week supervision to each student intern providing mental health services and one (1) hour of supervision for each ten (10) hours of treatment for student interns providing substance abuse services. CONTRACTOR shall provide supervision to volunteers as specified in the respective job descriptions or work contracts.

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

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EXHIBIT B
TO AGREEMENT FOR PROVISION OF
BEHAVIORAL HEALTH SERVICES FOR MILITARY FAMILIES
BETWEEN
COUNTY OF ORANGE
AND
CHILD GUIDANCE CENTER, INC.
JULY 1, ~~2015~~2018 THROUGH JUNE 30, ~~2018~~2019

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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

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

4 B. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

D. SECURITY RULE

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

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

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

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

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

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

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

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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. CONTRACTOR shall retain each workforce member's background check
33 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
8 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of
9 COUNTY 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) days of vendor release.— Applications and systems that
27 cannot be patched due to operational reasons must have compensatory controls implemented to
28 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) days, preferably every sixty (60) days.
36 Passwords must be changed if revealed or compromised. Passwords must be composed of characters
37 from at least three (3) of the following four (4) groups from the standard keyboard:

1) Upper case letters (A-Z)

2) Lower case letters (a-z)

3) Arabic numerals (0-9)

4) Non-alphanumeric characters (punctuation symbols)

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

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

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

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

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

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

n. Intrusion Detection. —All systems involved in accessing, holding, transporting, and protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,

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1 or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a
2 comprehensive intrusion detection and prevention solution.-

3 3. Audit Controls

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

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

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

17 4. Business Continuity/Disaster Recovery Control

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

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

30 5. Paper Document Controls

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

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

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

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

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

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

F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs

1 in addressing the Breach and consequences thereof, including costs of investigation, notification,
2 remediation, documentation or other costs associated with addressing the Breach.

3 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

13 1) The Disclosure is required by law; or

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

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

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

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

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

28 H. PROHIBITED USES AND DISCLOSURES

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

34 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
35 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
36 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by
37 42 USC § 17935(d)(2).

1 I. OBLIGATIONS OF COUNTY

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

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

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

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

13 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

33 3. The obligations of this Business Associate Contract shall survive the termination of the
34 Agreement.

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EXHIBIT C
TO AGREEMENT FOR PROVISION OF
BEHAVIORAL HEALTH SERVICES FOR MILITARY FAMILIES
BETWEEN
COUNTY OF ORANGE
AND
CHILD GUIDANCE CENTER, INC.
JULY 1, ~~2015~~2018 THROUGH JUNE 30, ~~2018~~2019

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~~his 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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