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REFERENCED CONTRACT PROVISIONS

Agreement Term: July 1, ~~2013~~2015 through June 30, ~~2015~~2016

~~Period One means the period from July 1, 2013 through June 30, 2014~~

~~Period Two means the period from July 1, 2014 through June 30, 2015~~

Maximum Obligation:

~~Period One Maximum Obligation: \$ 1,274,216~~

~~Period Two Maximum Obligation 1,569,160~~

~~TOTAL MAXIMUM OBLIGATION: \$ 2,843,376~~

Basis for Reimbursement: Actual Cost

Payment Method: ~~Provisional Amount~~ Monthly in Arrears

CONTRACTOR DUNS Number: 80-469-7696

CONTRACTOR TAX ID Number: 33-0013237

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Orange County Child Abuse Prevention Center, Inc.
~~500 S. Main St~~ 2390 E. Orangewood Ave., Suite ~~H109~~ 300
~~Orange~~ Anaheim, CA ~~92808~~ 92806
Scott Trotter, Executive Director
~~STrotter@brightfutures4kids.org~~

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STrotter@brightfutures4kids.org

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I. ACRONYMS

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

4	A. ARRA	American Recovery and Reinvestment Act
5	B. BHS	Behavioral Health Services
6	C. CCC	California Civil Code
7	D. CCR	California Code of Regulations
8	E. CEO	County Executive Office
9	F. CFR	Code of Federal Regulations
10	G. CHPP	COUNTY HIPAA Policies and Procedures
11	H. COI	Certificate of Insurance
12	I. CRS	Crisis Residential Services
13	J. CSW	Clinical Social Worker
14	K. DD	Dual Diagnosis
15	L. D/MC	Drug/Medi-Cal
16	M. DHCS	Department of Health Care Services
17	N. DRS	Designated Record Set
18	O. DSH	Direct Service Hour
19	P. ePHI	Electronic Protected Health Information
20	Q. EPSDT	Early Periodic Screening, Diagnosis, and Treatment
21	R. FSP	Full Service Partnership
22	S. GAAP	Generally Accepted Accounting Principles
23	T. HCA	Health Care Agency
24	U. HHS	Health and Human Services
25	V. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
26		Law 104-191
27	W. HSC	California Health and Safety Code
28	X. IRIS	Integrated Records and Information System
29	Y. ISO	Insurance Services Office
30	Z. LCSW	Licensed Clinical Social Worker
31	AA. LPT	Licensed Psychiatric Technician
32	AB. LVN	Licensed Vocational Nurse
33	AC. MFT	Marriage and Family Therapist
34	AD. MHP	Mental Health Plan
35	AE. MHSA	Mental Health Services Act
36	AF. MIHS	Medical and Institutional Health Services
37	AG. NOA-A	Notice of Action

1	AH. NPI	National Provider Identifier
2	AI. NPP	Notice of Privacy Practices
3	AJ. OIG	Office of Inspector General
4	AK. OMB	Office of Management and Budget
5	AL. OPM	Federal Office of Personnel Management
6	AM. PC	State of California Penal Code
7	AN. PHI	Protected Health Information
8	AO. PII	Personally Identifiable Information
9	AP. PRA	Public Record Act
10	AQ. QIC	Quality Improvement Committee
11	AR. SIR	Self-Insured Retention
12	AS. SSA	Social Services Agency
13	AT. TAY	Transitional Age Youth
14	AU. TBS	Therapeutic Behavioral Services
15	AV. USC	United States Code
16	AW. WIC	State of California Welfare and Institutions Code
17	AX. WOC	Wraparound Orange County

II. ALTERATION OF TERMS

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

B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of this Agreement or any Exhibits, whether written or verbal, made by the parties, 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.

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IV. COMPLIANCE

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

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

6 2. CONTRACTOR has the option to adhere to HCA's Compliance Program and Code of
7 Conduct or establish its own, provided CONTRACTOR's Compliance Program and Code of Conduct
8 have been verified to include all required elements by ADMINISTRATOR's Compliance Officer as
9 described in subparagraphs below.

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

14 4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it
15 shall submit a copy of its Compliance Program, Code of Conduct and relevant policies and procedures
16 to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.
17 ADMINISTRATOR's Compliance Officer shall determine if ~~CONTRACTOR~~CONTRACTOR's
18 Compliance Program and Code of Conduct contains all required elements. CONTRACTOR shall take
19 necessary action to meet said standards or shall be asked to acknowledge and agree to ~~the~~-HCA's
20 Compliance Program and Code of Conduct if the CONTRACTOR's Compliance Program and Code of
21 Conduct ~~de~~does not contain all required elements.

22 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the
23 ~~CONTRACTOR~~CONTRACTOR's Compliance Program and Code of Conduct contains all required
24 elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made
25 aware of CONTRACTOR's Compliance Program, Code of Conduct and related ~~P&P~~ policies and
26 procedures.

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

31 B. SANCTION SCREENING – CONTRACTOR shall adhere to all screening ~~P&P~~ policies and
32 procedures and screen all Covered Individuals employed or retained to provide services related to this
33 Agreement to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement.
34 Screening shall be conducted against the General Services Administration's Excluded Parties List
35 System or System for Award Management, the Health and Human Services/Office of Inspector General
36 List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider
37

1 List and/or any other list or system as identified by the ADMINISTRATOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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 clients of the Orange County Mental Health services system, and therefore it may be necessary for authorized staff of ADMINISTRATOR to audit client files, or to exchange information regarding specific clients with COUNTY or other providers of related services contracting with 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, from the collaborative agency, for clients receiving services through the collaborative agreement.

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

VI. COST REPORT

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

1 COUNTY no later than five (5) business days following approval by ADMINSTRATOR of all
2 individual Cost Reports to be incorporated into a consolidated Cost Report.

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

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

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

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

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

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

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

1 COUNTY.

2 D. Unless approved by ADMINISTRATOR, costs that exceed the ~~State~~ Statewide Maximum
3 Allowance (SMA) rates per Medi-Cal Unit of Services, as determined by the ~~State~~ DHCS, shall be
4 unreimbursable to CONTRACTOR.

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

8 F. All ~~individual and/or consolidated~~ Cost Reports shall contain the following attestation, which
9 may be typed directly on or attached to the Cost Report:

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

19
20 Signed _____
21 Name _____
22 Title _____
23 Date _____"

24
25 **VII. DEBARMENT**

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

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

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

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

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

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

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

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

13 **VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

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

33 3. If CONTRACTOR is a governmental organization, any change to another structure,
34 including a change in more than fifty percent (50%) of the composition of its governing body (i.e. Board
35 of Supervisors, City Council, School Board) within a two (2) month period of time, shall be deemed an
36 assignment for purposes of this Paragraph. Any attempted assignment or delegation in derogation of
37

1 this Subparagraph shall be void.

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

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

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

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

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

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

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

25
26 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

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

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X. EQUIPMENT

1
2 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
3 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
4 ADMINISTRATOR to assist in performing the services described in this Agreement. "Relatively
5 Permanent" is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or
6 over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital
7 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and
8 other taxes, and installation costs are defined as Controlled Equipment. Controlled Equipment includes,
9 but is not limited to audio/visual equipment, computer equipment, and lab equipment. The cost of
10 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be
11 depreciated according to GAAP.

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

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

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

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

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

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

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

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

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

10 ~~B. CONTRACTOR shall, at its own expense, provide and maintain the organizational and
11 administrative capabilities required to carry out its duties and responsibilities under this Agreement and
12 in accordance with all the applicable statutes and regulations pertaining to Medi-Cal Providers.~~

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

17 **XII. INDEMNIFICATION AND INSURANCE**

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

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

35 ~~C.~~
36 C. CONTRACTOR shall ensure that all subcontractors performing work on behalf of
37

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

9 D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
 10 indicate this on the COI with a 0 by the appropriate line of coverage. Any SIR or deductible in an
 11 amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the
 12 CEO/Office of Risk Management.

13 DE. If CONTRATOR fails to maintain insurance acceptable to COUNTY for the full term of this
 14 Agreement, COUNTY may terminate this Agreement.

15 EF. QUALIFIED INSURER

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

22 2. If the insurance carrier is not an admitted carrier in the state of California and does not have
 23 an A.M. Best rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or
 24 reject a carrier after a review of the company's performance and financial ratings.

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

	<u>Coverage</u>	<u>Minimum Limits</u>
30 31	Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
33 34	Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
36	Workers' Compensation	Statutory

1	<u> </u> Employers' Liability Insurance	\$1,000,000 per occurrence
2		
3	<u> </u> Professional Liability Insurance	\$1,000,000 per claims made
4		or per occurrence <u>\$1,000,000 aggregate</u>
5		
6	<u> </u> Sexual Misconduct Liability	<u> </u> \$1,000,000 per occurrence
7		

8 **GH.** REQUIRED COVERAGE FORMS

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

11 2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05,
12 CA ~~0012~~00 12, CA 00 20, or a substitute form providing coverage at least as broad.

13 **HI.** REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the
14 following endorsements, which shall accompany the COI:

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

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

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

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

27 **KL.** All insurance policies required by this Agreement shall give COUNTY thirty (30) calendar
28 days' notice in the event of cancellation and ten (10) calendar days' notice for non-payment of premium.
29 This shall be evidenced by policy provisions or an endorsement separate from the COI.

30 **LM.** If CONTRACTOR's Professional Liability policy is a "claims made" policy,
31 CONTRACTOR shall agree to maintain professional liability coverage for two years following
32 completion of Agreement.

33 ~~—M~~

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

36 **NO.** COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
37 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or

1 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to
2 adequately protect COUNTY.

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

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

11 ~~Q~~

12 R. SUBMISSION OF INSURANCE DOCUMENTS

13 1. The COI and endorsements shall be provided to COUNTY as follows:
14 a. Prior to the start date of this Agreement.
15 b. No later than the expiration date for each policy.
16 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding
17 changes to any of the insurance types as set forth in Subparagraph F. of the Indemnification and
18 Insurance Paragraph of ~~this~~the Agreement.

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

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

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

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

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

34 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
35 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid
36 COI's and endorsements, or in the interim, an insurance binder as adequate evidence of insurance.
37

XIII. INSPECTIONS AND AUDITS

1
2 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
3 of the State of California, the Secretary of the United States Department of Health and Human Services,
4 the Comptroller General of the United States, or any other of their authorized representatives, shall have
5 access to any books, documents, and records, including but not limited to, financial statements, general
6 ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly
7 pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an
8 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth
9 in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all
10 reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the
11 premises in which they are provided.

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

C. AUDIT RESPONSE

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

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

29 D. CONTRACTOR shall ~~employ~~retain a licensed certified public accountant, who will prepare ~~and~~
30 ~~file with~~ an annual Single Audit as required by 31 USC 7501 – 7507, as well as its implementing
31 regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit
32 Requirements for Federal Awards. CONTRACTOR shall forward the Single Audit to
33 ~~ADMINISTRATOR, an annual, independent, organization-wide audit~~ within fourteen (14) calendar
34 days of related expenditures during the term of this Agreement receipt.

35 E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within
36 fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management,
37 financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the

1 cost of such operation or audit is reimbursed in whole or in part through this Agreement.

2
3 **XIV. LICENSES AND LAWS**

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

12 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

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

36 1. ARRA of 2009.

37 2. WIC, ~~Divisions 5, 6 and 9~~ Division 5, Community Mental Health Services.

- 1 3. ~~State of~~ WIC, Division 6, Admissions and Judicial Commitments.
- 2 4. WIC, Division 7, Mental Institutions.
- 3 5. HSC, §§1250 et seq., Health Facilities.
- 4 46. ~~PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to §§11164-11174.3,~~ Child Abuse and
5 Neglect Reporting Act.
- 6 57. CCR, Title 9, Rehabilitative and Developmental Services.
- 7 8. CCR, Title 17, Public Health.
- 8 9. CCR, Title 17, and Title 22, Social Security.
- 9 ~~6.~~ 10. CFR, Title 42 and, Public Health.
- 10 11. CFR, Title 45, Public Welfare.
- 11 712. USC Title 42, Public Health and Welfare.
- 12 13. ~~8.~~ Federal Social Security Act, Title XVIII and Title XIX, Medicare and
13 Medicaid.
- 14 14. ~~9.~~ 42 USC, Chapter 126, §12101, et seq., the Americans with Disabilities Act of
15 1990.
- 16 15. ~~10.~~ 42 USC, §114 and §§1857, et seq., the Clean Air Act.
- 17 1116. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 18 1217. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 19 18. Policies and procedures ~~13.~~ P&Ps set forth in MHSAs Mental Health Services
20 Act.
- 21 19. Policies and procedures ~~14.~~ P&Ps set forth in DHCS Letters.
- 22 1520. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 23 ~~16. OMB Circulars A-87, A-89, A-110, A-122.~~
- 24 ~~17. Title 22, CCR, §51009.~~
- 25 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
26 Uniform Administrative Requirements, Cost Principles, and Audit Requirements ~~18.~~
27 ~~California WIC, §14100.2.~~
- 28 ~~19. D/MC Certification Standards for Substance Abuse Clinics, July 2004.~~
- 29 ~~20. D/MC Billing Manual (March 23, 2010).~~
- 30 ~~21. Federal Medicare Cost reimbursement principles and cost reporting standards.~~
- 31 ~~22. Orange County Medi-Cal Mental Health Managed Care Plan.~~
- 32 ~~23. Short Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case~~
33 Management.

34 for

35 Federal Awards

36 D. CONTRACTOR shall at all times be capable and authorized by the State of California to
37 provide treatment and bill for services provided to Medi-Cal eligible clients while working under the

1 terms of this Agreement.

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

5
6 ~~XV. LITERATURE, ADVERTISEMENTS.~~ LITERATURE, ADVERTISEMENTS, AND
7 SOCIAL MEDIA

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

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

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

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

28 #

29 XVI. MAXIMUM OBLIGATION

30 The ~~Total~~ Maximum Obligations of COUNTY for services provided in accordance with this
31 Agreement ~~and the separate Maximum Obligations for Period One and Period Two are~~ is as specified in
32 the Referenced Contract Provisions of this Agreement.

33
34 XVII. NONDISCRIMINATION

35 A. EMPLOYMENT

36 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not
37 unlawfully discriminate against any employee or applicant for employment because of his/her ~~ethnic~~

1 ~~group identification, race, religion, ancestry, religious creed, color, creed, sex, marital status,~~ national
 2 origin, ~~age (40 and over), sexual orientation, medical condition, or ancestry,~~ physical ~~or~~ disability,
 3 mental disability, ~~medical condition, genetic information, marital status, sex, gender, gender identity,~~
 4 ~~gender expression, age, sexual orientation, or military and veteran status.~~ Additionally, during the term
 5 of this Agreement, CONTRACTOR and its Covered Individuals shall require in its subcontracts that
 6 subcontractors shall not unlawfully discriminate against any employee or applicant for employment
 7 because of his/her ~~ethnic group identification, race, religion, ancestry, religious creed, color, creed, sex,~~
 8 ~~marital status,~~ national origin, ~~age (40 and over), sexual orientation, medical condition, or ancestry,~~
 9 physical ~~or~~ disability, ~~medical condition, genetic information, marital status, sex,~~
 10 ~~gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.~~

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

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

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

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

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

34 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
 35 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
 36 on the basis of ~~ethnic group identification, race, religion, ancestry, religious creed, color, creed, sex,~~
 37 ~~marital status,~~ national origin, ~~age (40 and over), sexual orientation, medical condition, or ancestry,~~

1 physical ~~or~~ disability, mental disability, medical condition, genetic information, marital status, sex,
 2 gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in
 3 accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 -
 4 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975
 5 (42 USC §6101); ~~and~~ Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of
 6 Regulations; ~~);~~ and Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et
 7 seq. as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as
 8 otherwise provided by state law and regulations, as all may now exist or be hereafter amended or
 9 changed. For the purpose of this Nondiscrimination Paragraph paragraph, Discrimination includes, but
 10 is not limited to the following based on one or more of the factors identified above:

- 11 1. Denying a client or potential client any service, benefit, or accommodation.
- 12 2. Providing any service or benefit to a client which is different or is provided in a different
 13 manner or at a different time from that provided to other clients.
- 14 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by
 15 others receiving any service or benefit.
- 16 4. Treating a client differently from others in satisfying any admission requirement or
 17 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
 18 any service or benefit.
- 19 5. Assignment of times or places for the provision of services.

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

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

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

30 b. Throughout the problem resolution and grievance process, client rights shall be
 31 maintained, including access to the Patients' Rights Office at any point in the process. Clients shall be
 32 informed of their right to access the Patients' Rights Office at any time.

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

35 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply
 36 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as
 37 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 (42 USC 12101

1 et seq.), as applicable, pertaining to the prohibition of discrimination against qualified persons with
2 disabilities in all programs or activities; and if applicable, as implemented in Title 45, CFR, §84.1 et
3 seq., as they exist now or may be hereafter amended together with succeeding legislation.

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

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

13
14 **XVIII. NOTICES**

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

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

20 2. When faxed, transmission confirmed;

21 3. When sent by Email; or

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

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

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

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

34 #
35 #
36 #
37 #

1 **XIX. ~~NOTIFICATION OF DEATH~~ NOTIFICATION OF DEATH**

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

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

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

12 2. WRITTEN NOTIFICATION

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

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

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

24
25 **~~XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS.~~ NOTIFICATION OF**
26 **PUBLIC EVENTS AND MEETINGS**

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

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

34
35 **XXI. RECORDS MANAGEMENT AND MAINTENANCE**

36 A. CONTRACTOR, its officers, agents, employees and subcontractors shall, throughout the term
37 of this Agreement, prepare, maintain and manage records appropriate to the services provided and in

1 accordance with this Agreement and all applicable requirements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 pay any and all such costs arising out of a Breach of privacy and/or security of PII and/or PHI.

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

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

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

12 M. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR
13 may provide written approval to CONTRACTOR to maintain records in a single location, identified by
14 CONTRACTOR.

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

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

21 **XXII. RESEARCH AND PUBLICATION**

22 CONTRACTOR shall not utilize information and data received from COUNTY or developed as a
23 result of this Agreement for the purpose of personal publication.

25 **XXIII. MINIMUM WAGE LAWS REVENUE**

26 ~~— A. CLIENT FEES — CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to~~
27 ~~clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other~~
28 ~~third party health plans, are provided pursuant to this Agreement, their estates and responsible relatives,~~
29 ~~according to their ability to pay as determined by the DHCS' UMDAP procedure or by other payment~~
30 ~~procedure as approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title~~
31 ~~9 of the CCR. Such fee shall not exceed the actual cost of services provided. No client shall be denied~~
32 ~~services because of an inability to pay.~~

33 ~~— B. THIRD PARTY REVENUE — CONTRACTOR shall make every reasonable effort to obtain all~~
34 ~~available third party reimbursement for which persons served pursuant to this Agreement may be~~
35 ~~eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR's usual and customary~~
36 ~~charges.~~

37 ~~— C. PROCEDURES — CONTRACTOR shall maintain internal financial controls which adequately~~

1 ~~ensure proper billing and collection procedures. CONTRACTOR's procedures shall specifically~~
 2 ~~provide for the identification of delinquent accounts and methods for pursuing such accounts.~~
 3 ~~CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current~~
 4 ~~status of fees which are billed, collected, transferred to a collection agency, or deemed by~~
 5 ~~CONTRACTOR to be uncollectible.~~

6 ~~—D. OTHER REVENUES—CONTRACTOR shall charge for services, supplies, or facility use by~~
 7 ~~persons other than individuals or groups eligible for services pursuant to this Agreement.~~

8

9 **XXIII. RIGHT TO WORK AND A MINIMUM WAGE LAWS**

10 ~~—A. In accordance with the United States Immigration Reform and Control Act of 1986,~~
 11 ~~CONTRACTOR shall require its employees directly or indirectly providing service pursuant to this~~
 12 ~~Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the~~
 13 ~~United States. CONTRACTOR shall also require and verify that its contractors, subcontractors, or any~~
 14 ~~other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the~~
 15 ~~identity of their employees and their eligibility for employment in the United States.~~

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

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

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

30

31 **XXIV. SEVERABILITY**

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

37 #

XXV. SPECIAL PROVISIONS

1
2 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following
3 purposes:

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

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

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

XXVI. 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.

XXVII. TERM

A. The term of this Agreement shall commence ~~and~~ 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.

XXVIII. TERMINATION

A. Either party may terminate this Agreement, without cause, upon thirty (30) 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~~ 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

1 required pursuant to this Agreement.

2 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
3 this Agreement.

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

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

10 D. CONTINGENT FUNDING

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

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

14 b. Inclusion of sufficient funding for the services hereunder in the applicable budget
15 approved by the Board of Supervisors.

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

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

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

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

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

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

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

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

37 6. If records are to be transferred to COUNTY, pack and label such records in accordance

1 with directions provided by ADMINISTRATOR.

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

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

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

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

16 **XXIX. THIRD PARTY BENEFICIARY**

17 Neither party hereto intends that this Agreement shall create rights hereunder in third parties
18 including, but not limited to, any subcontractors or any clients provided services pursuant to this
19 Agreement.
20

21 **XXX. WAIVER OF DEFAULT OR BREACH**

22 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
23 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
24 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
25 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
26 Agreement.
27

28 //
29 //
30 //
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32 //
33 //
34 //
35 //
36 //
37 //

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

3
4 ORANGE COUNTY CHILD ABUSE PREVENTION CENTER, INC.

5
6
7 BY: - _____ DATED: _____

8
9
10 TITLE: _____

11
12
13
14
15
16 COUNTY OF ORANGE

17
18
19 BY: - _____ DATED: _____

20 HEALTH CARE AGENCY

21
22
23
24
25 APPROVED AS TO FORM
26 OFFICE OF THE COUNTY COUNSEL
27 ORANGE COUNTY, CALIFORNIA

28
29
30 BY: - _____ DATED: _____

31 DEPUTY

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

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
CHILDREN'S IN-HOME CRISIS STABILIZATION SERVICES

~~BETWEEN~~

~~COUNTY OF ORANGE~~

~~AND~~

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

~~WITH~~

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

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

~~JULY 1, 2013~~ 2015 THROUGH JUNE 30, ~~2015~~ 2016

I. COMMON TERMS AND DEFINITIONS

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

A. Active and Ongoing Case Load means documentation, by CONTRACTOR, for completion of entry and evaluation services provided to clients into COUNTY's IRIS. Documentation also includes level, frequency, and duration of services received by clients, and these services must be consistent with clients' level of impairments as well as treatment goals. In addition, services are to be individualized and solution-focused, using evidenced-based practices.

B. Administrative Support means individual(s) who is/are responsible for providing a broad range of office support to program and management staff that includes: answering and directing phone calls, writing correspondences, entering data in spreadsheets, preparing invoices for payment, maintaining tracking reports and files, and working on special projects, as assigned.

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

D. Care Coordinator means an individual with a Bachelor's degree in human services or related field who will be responsible for developing and leading the Family Team and guiding the evolution of a POC for a client.

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

F. Clinical Director means an individual who is responsible for the day-to-day clinical services of the program, meets the minimum requirements set forth in Title 9, CCR, and has at least two (2) years of full-time professional experience working with children and/or TAY in a mental health setting.

G. Crisis Intervention means a service, lasting less than twenty-four (24) hours that is provided to or on the behalf of a client for a condition that requires more timely response than a regularly scheduled

1 visit. Service activities may include, but are not limited to: assessment, individual therapy, collateral
2 therapy, family therapy, case management, and psychiatric evaluation.

3 H. CRS means an alternative to providing acute psychiatric hospital services for individuals who
4 otherwise would require hospitalization.

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

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

13 K. EPSDT means the State of California's implementation of the Federal child health component
14 of Medicaid program which provides physical, mental and developmental health services for children
15 and young adults.

16 L. Family Resource Center Services means Mental Health Services provided to clients that are
17 actively enrolled at the COUNTY's SSA's FRC. FRC is a consortium of agencies providing human
18 services in a single site and under the auspices of SSA.

19 M. FSP means a program model described in the COUNTY's MHSA plan that has been approved
20 by the state. The MHSA plan describes how the COUNTY will utilize MHSA funds to develop and
21 implement treatment plans for mental health Clients through FSPs. A FSP is an evidence-based and
22 strength-based model with the focus on the individual rather than the disease.

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

25 O. Intake means the initial meeting between a client and CONTRACTOR's staff, and includes an
26 evaluation of the client to determine if the client meets program criteria and is willing to seek services.

27 P. IRIS means the COUNTY's database system that collects clients' information such as
28 registration, scheduled appointments, laboratory information system, invoice and reporting capabilities,
29 compliance with regulatory requirements, electronic medical records, and other relevant applications.

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

34 R. Licensed MFT means a licensed individual, pursuant to the provisions of Chapter 13 of the
35 California Business and Professions Code, pursuant to the provisions of Chapter 14 of the California
36 Business and Professions Code, who can provide clinical services to clients. The license must be
37 current and in force, and has not been suspended or revoked. Also, it is preferred that the individual has

1 at least one (1) year of experience treating children and TAY.

2 S. LPT means a licensed individual, pursuant to the provisions of Chapter 10 of the California
3 Business and Professions Code, who can provide clinical services to clients. The license must be
4 current and in force, and has not been suspended or revoked. Also, it is preferred that the individual has
5 at least one (1) year of experience treating children and TAY.

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

10 U. LVN means a licensed individual, pursuant to the provisions of Chapter 6.5 of the California
11 Business and Professions Code, who can provide clinical services to clients. The license must be
12 current and in force, and has not been suspended or revoked. Also, it is preferred that the individual has
13 at least one (1) year of experience treating children and Transitional Age Group.

14 V. Live Scan means an inkless, electronic fingerprint which is transmitted directly to the
15 Department of Justice (DOJ) for the completion of a criminal record check, typically required of
16 employees who have direct contact with clients.

17 W. Medi-Cal means the State of California's implementation of the Medicaid health care program
18 which pays for a variety of medical services for children and adults who meet eligibility criteria for
19 these services.

20 X. Medical Necessity means diagnosis, impairment, and intervention related criteria as defined in
21 the COUNTY MHP under Medical Necessity for Medi-Cal reimbursed Specialty Mental Health
22 Services.

23 Y. Medication Services means face-to-face or telephone services provided by a licensed physician,
24 registered nurse, or other qualified medical staff. This service includes evaluation and documentation of
25 the clinical justification for use of the medication, dosage, side effects, compliance, and response of the
26 client to medication.

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

36 1. Assessment means a service activity, which may include a clinical analysis of the history
37 and current status of a client's mental, emotional, behavioral disorder, and relevant cultural issues.

1 The Assessment also needs to include history of services being provided, diagnosis, and use of testing
2 procedures.

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

6 3. Co-Occurring see DD Integrated Treatment Model.

7 4. DD Integrated Treatment Model means a program that uses a stage-wise treatment model
8 and is non-confrontational, follows behavioral principles, considers interactions between mental illness
9 and substance abuse, and has gradual expectations of abstinence. Mental illness and substance abuse
10 research has strongly indicated that a client with co-occurring disorder needs treatment for both
11 problems to recover fully and focusing on one does not ensure the other will go away. Dual diagnosis
12 services integrate assistance for each condition by helping clients recover from mental illness and
13 substance abuse in one setting and at the same time.

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

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

26 7. Targeted Case Management means services that assist a client to access needed medical,
27 educational, social, prevocational, vocational, rehabilitative, or other community services. These
28 service activities may include, but are not limited to: communicating and coordinating services through
29 referral; monitoring service delivery to ensure clients' access to service and the service delivery system;
30 and tracking of clients' progress and plan development.

31 8. TBS means one-on-one behavioral interventions with a client, which is designed to reduce
32 or eliminate targeted behaviors as identified in the client's treatment plan. Collateral services are also
33 provided to parent(s)/guardian(s) as part of TBS. Clients must be Medi-Cal eligible and meet TBS class
34 membership and service need requirements. Documentation in the medical record must support Medical
35 Necessity for these intensive services. Cases in which clients are receiving more than twenty (20) hours
36 per week of TBS or those who are expected to receive more than four months (120 days) of TBS must
37 be approved by ADMINISTRATOR. ADMINISTRATOR has to approve individuals that are

1 delivering these intervention services to ensure they are qualified to deliver these services.

2 9. Therapy means a therapeutic intervention that focuses primarily on symptom reduction as a
3 means to improve functional impairments. Therapy may be delivered to a client or a group of clients,
4 which may include family therapy with client being present.

5 AA. MHSA means the State of California law that provides funding for expanded community
6 mental health services. It is also known as "Proposition 63."

7 AB. Mental Health Worker means an individual who has obtained a Bachelor's degree in a mental
8 health field or has a high school diploma along with two (2) years of experience delivering services in a
9 mental health field.

10 AC. NPI means the standard unique health identifier that was adopted by the Secretary of HHS
11 under HIPAA of 1996 for health care providers. All HIPAA covered healthcare providers, individuals,
12 and organizations must obtain an NPI for use to identify themselves in HIPAA standard transactions.
13 The NPI is assigned for life.

14 AD. NOA-A means a Medi-Cal requirement that informs the beneficiary that she/he is not entitled to
15 any specialty mental health service. The COUNTY has expanded the requirement for an NOA-A to all
16 beneficiaries requesting an assessment for services and found not to meet the Medical Necessity criteria
17 for specialty mental health services.

18 AE. NPP means a document that notifies clients of uses and disclosures of PHI. The NPP may be
19 made by, or on behalf of, the health plan or health care provider as set forth in the of 1996 HIPAA.

20 AF. Outreach means linking potential clients to appropriate mental health services within the
21 community. Outreach activities will include educating the community about the services offered and
22 requirements for participation in the programs. Such activities may result in the CONTRACTOR
23 developing referral sources for clients from various programs being offered within the community.

24 AG. PBM Company means a company contracted by the COUNTY that manages the medication
25 benefits for BHS and MIHS clients that are qualified for medication benefits.

26 AH. Pre-Licensed Psychologist means an individual who has a Ph.D. or Psy.D. in Clinical
27 Psychology and is registered with the Board of Psychology as a Registered Psychologist or
28 Psychological Assistant, while acquiring hours for licensing and providing services under a waiver in
29 accordance with WIC section 575.2. The waiver may not exceed five (5) years.

30 AI. Pre-Licensed Therapist means an individual who has a Master's Degree in social work or MFT,
31 PCC and is registered with the BBS as an associate clinical social worker, PCC intern, or MFT intern,
32 while acquiring hours for licensing. Registration is subject to regulations adopted by BBS.

33 AJ. Program Director means an individual who is responsible for all aspects of administration and
34 clinical operations of the mental health program, including development and adherence to the annual
35 budget. This individual will also be responsible for the following: hiring, development and performance
36 management of professional and support staff, and ensuring mental health treatment services are
37 provided in concert with local and state rules and regulations.

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

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

10 AM. Psychology Student or Psychology Intern means an individual who is in school pursuing a
 11 Ph.D. or Psy.D. in Clinical Psychology, and may or may not meet the criteria for a DHCS Waiver in
 12 order to provide services in accordance with DHCS Information Letter No. 10-03. The waiver may not
 13 exceed (5) years.

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

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

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

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

32 AR. Supervisory Review means ongoing clinical case reviews in accordance with procedures
 33 developed by COUNTY to determine the appropriateness of the diagnosis and treatment plan for clients,
 34 as well as to monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards.
 35 Supervisory review is conducted by the program/clinic director or designee.

36 //
 37 //

1 AS. Token means the security device which allows an end-user to access the ADMINISTRATOR's
 2 computer based IRIS.

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

5 AU. WOC means the wraparound program administered by the COUNTY SSA and is available to
 6 children and transitional age youth who are returning from or being considered for placement in group
 7 homes.

8
 9 **II. BUDGET**

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>TOTAL</u>
14 ADMINISTRATIVE COST			
15 — Salaries	\$	\$ 151,008	\$ 253,773
16	102,765		
17	<u>129,373</u>		
18 — Benefits		27,936	46,811
19	18,875		
20	<u>25,874</u>		
21	Services and Supplies	178,944	300,584
22	TOTAL		
23	<u>5,000</u>		
24	ADMINISTRATIVE COST		
25	<u>SUBTOTAL ADMINISTRATIVE COST</u>		
26	\$ 160,247		
27	PROGRAM COST		
28	PROGRAM COST — Salaries	\$ 816,129	\$ 1,006,326
29	Benefits Salaries	149,419	335,589
30	30,147	186,170	
31	Benefits Services and Supplies	150,048	347,768
32	206,030	197,720	
33	One Time Expansion Services and	0	36,980
34	Supplies		
35	36,980		
36	<u>172,736</u>		
37	SUBTOTAL PROGRAM COST	\$ 1,390,216	\$ 2,542,792
	08,913		

1	TOTAL GROSS COST	\$1,274,216	\$1,569,160	\$2,843,376
2				
3	REVENUE			
4	Federal Medi-Cal	\$ 395,007	\$ 486,440	\$ 881,447
5	MHSA Discretionary	—879,209	- 1,082,720	-1,961,929
6	TOTAL REVENUE	\$1,274,216	\$1,569,160	\$2,843,376
7				
8	TOTAL MAXIMUM	\$1,274,216	\$1,569,160	\$2,843,376
9	OBLIGATION			

11 B. CONTRACTOR agrees ~~that the amount of the EPSDT match is dependent upon, and shall at no~~
12 ~~time be greater than, the amount of Federal Medi Cal actually generated by CONTRACTOR, unless~~
13 ~~authorized by ADMINISTRATOR.~~

14 ~~—C. The~~ total cost of services provided for in ~~this~~ the Agreement are based upon projected revenue
15 generation and shall be reimbursed by ~~Federal~~ federal Medi-Cal, ~~EPSDT~~, and COUNTY ~~MHSA~~
16 revenues. CONTRACTOR agrees that if actual ~~Federal~~ federal Medi-Cal ~~and EPSDT~~ reimbursement,
17 based upon the completed ~~State Department of Mental Health~~ Cost Report, as specified in the Cost
18 ~~Report Paragraph of the Agreement, for each~~ Fiscal Year ~~2013-14~~, is less than ~~the Maximum Obligation~~
19 ~~of this Agreement~~ budgeted, the Maximum Obligation may, at ADMINISTRATOR's sole discretion, be
20 adjusted down by the amount of under generated ~~Federal~~ federal Medi-Cal revenue. CONTRACTOR
21 further agrees that MHSA revenue shall be used to cover the cost of non-Medi-Cal Clients and/or
22 ~~EPSDT revenue~~ non-Medi-Cal billable services and shall not exceed the amounts specified in the Budget
23 Paragraph, Subparagraph A. of this Exhibit A to the Agreement, unless authorized, in writing, by
24 ADMINISTRATOR.

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

32 D. BUDGET/STAFFING MODIFICATIONS – CONTRACTOR may request to shift funds
33 between budgeted line items for the purpose of meeting specific program needs or for providing
34 continuity of care to its Participants, by utilizing a Budget/Staffing Modification Request form provided
35 by ADMINISTRATOR. CONTRACTOR shall submit a properly completed Budget/Staffing
36 Modification Request to ADMINISTRATOR for consideration, in advance, which shall include a
37 justification narrative specifying the purpose of the request, the amount of said funds to be shifted, and

1 the sustaining annual impact of the shift as may be applicable to the current contract period and/or future
 2 contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing Modification
 3 Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. ~~Failure~~ of
 4 CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed Budget/Staffing
 5 Modification Request(s) may result in disallowance of those costs.

6 E. In the event CONTRACTOR collects fees and insurance, including Medicare, for services
 7 provided pursuant to the Agreement, CONTRACTOR may make written application to
 8 ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the
 9 fees and insurance shall be utilized exclusively to provide mental health services. ADMINISTRATOR
 10 may, at its sole discretion, approve any such retention of revenues. Approval by ADMINISTRATOR
 11 shall be in writing to CONTRACTOR and shall specify the amount of said revenues to be retained and
 12 the quantity of services to be provided by CONTRACTOR. Fees received from private resources on
 13 behalf of Medi-Cal clients shall not be eligible for retention by CONTRACTOR.

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

26 F. FINANCIAL RECORDS ~~—~~ CONTRACTOR shall prepare and maintain accurate and complete
 27 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type
 28 of service for which payment is claimed. Any apportionment of or distribution of costs, including
 29 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will
 30 be made in accordance with ~~generally accepted principles of accounting, and Medicare~~
 31 ~~regulations.~~ GAAP. The client eligibility determination and ~~the~~ fee charged to and collected from
 32 clients, ~~if applicable~~, together with a record of all billings rendered and revenues received from any
 33 source, on behalf of clients treated pursuant to ~~this~~ the Agreement, must be reflected in
 34 CONTRACTOR's financial records.

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

III. ~~PAYMENTS~~ PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, ~~at the provisional amount of \$75,443 per month for July 2013 through December 2013 of Period One; \$136,927 per month for January 2014 through June 2014 of Period One and the amount of~~ \$130,764 per month ~~for Period Two~~. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments does not exceed ~~the~~ 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 ~~billings~~ invoices for any month for which the provisional amount specified above has not been fully paid.

1. In support of the monthly ~~billing~~ invoice, CONTRACTOR shall submit ~~a monthly~~ an Expenditure and Revenue Report as specified in the Reports ~~paragraph~~ 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 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 ~~or~~ 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 ~~billed~~ 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) 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 no later than twenty-one (21) calendar days after receipt of the correctly completed invoice ~~form~~.

C. All ~~billings~~ 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.

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

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

7 **IV. SERVICES REPORTS**

8 **A. FISCAL**

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

17 2. YEAR-END REPORT – CONTRACTOR shall submit Year-End Projection Reports to
 18 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
 19 ADMINISTRATOR and shall report anticipated year-end actual costs and revenues for
 20 CONTRACTOR's program described in the Services paragraph of Exhibit A to the Agreement. Such
 21 reports shall include actual monthly costs and revenue to date and anticipated monthly costs and revenue
 22 to the end of the fiscal year, and shall include a projection narrative justifying the year-end projections.
 23 Year-End Projection Reports shall be submitted in conjunction with the Monthly Expenditure and
 24 Revenue Reports.

25 B. STAFFING REPORT – CONTRACTOR shall submit monthly Staffing Reports to
 26 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,
 27 ADMINISTRATOR and shall, at a minimum, report both the budgeted and actual salaries and FTEs of
 28 the positions stipulated in the Staffing subparagraph of this Exhibit A to the Agreement, and shall
 29 include the employees' names, licensure status, and hire and/or termination date, and any other pertinent
 30 information as may be required by ADMINISTRATOR. Any changes, modifications, or deviations to
 31 any approved salary budgets/FTEs or actual salaries/FTEs exceeding approved amounts must be
 32 approved in advance and in writing by ADMINISTRATOR and annotated on the monthly Staffing
 33 Report, or said cost deviations may be subject to disallowance. CONTRACTOR shall submit these
 34 reports no later than twenty (20) calendar days following the end of the month being reported.

35 C. PROGRAMMATIC – Throughout the term of the Agreement, CONTRACTOR shall submit
 36 monthly programmatic reports to ADMINISTRATOR, shall be submitted to ADMINISTRATOR no
 37 later than twenty (20) calendar days following the end of the month being reported. Programmatic

1 reports shall be in a format(s) approved by ADMINISTRATOR and shall include a description of
 2 CONTRACTOR's progress in implementing the provisions of the Agreement, and any pertinent facts or
 3 interim findings, staff changes, status of licenses and/or certifications, changes in population served and
 4 reasons for any such changes. CONTRACTOR shall be prepared to present and discuss their
 5 programmatic reports at their monthly scheduled meetings with ADMINISTRATOR and shall state
 6 whether or not it is progressing satisfactorily in achieving all the terms of the Agreement, and if not,
 7 shall specify what steps are being taken to achieve satisfactory progress.

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

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

14 V. SERVICES

15 A. FACILITIES

16 1. CONTRACTOR shall maintain ~~at a minimum~~ one (1) facility which meets the minimum
 17 requirements for Medi-Cal eligibility for the provision of ~~Mental Health~~ Crisis Residential Services for
 18 Children ~~including Crisis Intervention Services~~ at the following location or any other location approved
 19 by ADMINISTRATOR:

20 ~~500 S. Main St., Suite 1100~~

21 ~~Orange, CA 92808~~

22 Orange County Child Abuse Prevention Center, Inc.

23 2390 Orangewood Ave., Suite 300

24 Anaheim, California 92806

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

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

31 b. CONTRACTOR shall maintain regularly scheduled service hours of five (5) days a
 32 week throughout the year and maintain the capacity to provide services twenty-four (24) hours a day,
 33 seven (7) days a week, and three hundred and sixty-five (365) days per year. Services should be adapted
 34 to accommodate Client needs during after-school hours on weekdays, and on weekends, if necessary.
 35 Services should be provided in a manner that would accommodate those Clients that may be unable to
 36
 37

1 participate during regular business hours.

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

5 B. IN-HOME CRISIS STABILIZATION SERVICES - ~~CRS are provided in normalized living~~
6 ~~environments, integrated into residential communities and~~ Consist of an array of mental health services
7 including crisis stabilization, assessment and treatment focusing on helping the family develop coping
8 skills to avoid future crises. These services are less expensive than acute psychiatric hospitals. ~~The~~
9 ~~CRS programs follow a social rehabilitation model that integrates aspects of emergency psychiatric care,~~
10 ~~psychosocial rehabilitation, milieu therapy, case management,~~ Assistance with benefit acquisition and
11 ~~practical social work~~ treatment planning are also provided.

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

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

- 16 a. Orange County residents.
17 b. displaying behaviors or a history indicative of being seriously emotionally ill as defined
18 by the California Welfare and Institutions Code 5000.3.
19 c. between the ages of zero (0) through eighteen (18) and their families.
20 d. at risk of hospitalization and/or out-of home placement.
21 e. unserved or underserved because of linguistic or cultural isolation.

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

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

35 5. CONTRACTOR will coordinate referrals with other existing wraparound and mental health
36 services to ensure that all Clients and their families are given access to the most appropriate level and
37 type of services. Other services may include WOC, MHSA FSP programs for TAY or adults, and other

1 COUNTY mental health services.

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

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

5 8. CONTRACTOR shall ensure that all clinical documentation is completed promptly and is
6 reflected on the Client’s chart within 24 hours after the completion of services.

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

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

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

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

19 13. CONTRACTOR shall conduct Supervisory Review ~~at sixty (60) calendar day and six (6)~~
20 ~~month intervals~~, in accordance with procedures developed by ADMINISTRATOR. CONTRACTOR
21 shall ensure that all chart documentation complies with all federal, state and local guidelines and
22 standards.

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

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34 **VI. ~~STAFFING~~STAFFING**

35 A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in
36 Full-Time Equivalent (FTEs) continuously throughout the term of the Agreement. One (1) FTE shall
37 be equal to an average of forty (40) hours work per week ~~to provide services~~.

1		
2	DIRECT ADMINISTRATION	FTE <u>FTEs</u>
3	Executive Director	0.09 <u>18</u>
4	VP of Program & Operations	0.09 <u>10</u>
5	Director of Finance and Operations	0.09 <u>18</u>
6	Communications Manager	0.09 <u>18</u>
7	Payroll and Accounting Spec. <u>Specialist</u>	0.09 <u>18</u>
8	HR Manager	0.09 <u>18</u>
9	IT Administrator	0.09 <u>18</u>
10	Office Manager	0.09 <u>18</u>
11	Receptionist	0.09 <u>18</u>
12	Executive Assistant	0.09 <u>18</u>
13	<u>Administrative Assistant</u>	<u>0.50</u>
14	SUBTOTAL DIRECT ADMINISTRATION	0.90 <u>2.22</u>
15	DIRECT PROGRAM ADMINISTRATION	
16	Program Director	1.00
17	Program Supervisor	1.00
18	Quality Assurance <u>QA</u> Coordinator	1.00
19	Billing Coordinator	1.00
20	Program Dev. and <u>Development & Support</u>	0.09 <u>18</u>
21	Spec. <u>Specialist</u>	
22	VP of Program & Operations	0.06 <u>10</u>
23	Director of Family Services <u>Billing</u>	1.00 <u>0.04</u>
24	<u>Oversight Manager</u>	
25	SUBTOTAL PROGRAM ADMIN <u>Mental Health</u>	4.19 <u>2.00</u>
26	<u>Professional</u>	
27	<u>Senior Mental Health Professional</u>	<u>3.00</u>
28	DIRECT PROGRAM <u>Licensed Mental Health</u>	<u>1.00</u>
29	<u>Professional-Bilingual</u>	
30	<u>Licensed</u> Mental Health Professional	5 <u>2.00</u>
31	Mental Health Worker	3 <u>6.00</u>
32	On-Call	1.00
33	SUBTOTAL DIRECT PROGRAM	9.00 <u>19.28</u>
34	TOTAL PROGRAM	13.19
35		
36	TOTAL FTEs	14.09 <u>21.50</u>

B. CONTRACTOR shall have as Head of Service a licensed mental health professional, in

1 conformance to one of the following staff categories: Psychiatrist, Psychologist, Social Worker,
2 Marriage and Family Therapist, Registered Nurse, Licensed Vocational Nurse, Psychiatric Technician.

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

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

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

23 ~~EF~~ F. CONTRACTOR shall notify ADMINISTRATOR, in writing, ~~no later than~~ within seventy-two
24 (72) hours, of any staffing vacancies ~~or filling of vacant positions~~ that occur during the term of the
25 Agreement. CONTRACTOR's notification shall include at a minimum the following information:
26 employee name(s), position title(s), date(s) of resignation, date(s) of hire, and a description of
27 recruitment activity.

28 ~~FG~~ G. CONTRACTOR shall notify ADMINISTRATOR, in writing, ~~no later than~~ at least seven (7)
29 ~~business~~ days in advance, of any ~~proposed~~ new staffing changes; including ~~but not limited to~~
30 promotions, temporary FTE changes, and internal or external temporary staffing ~~assignments~~ assignment
31 requests that occur during the term of the Agreement.

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

1 substitute for weekly supervision hours.

2 **HI.** CONTRACTOR shall maintain a current signature list including each supervisor and provider
3 of direct services who signs chart documentation. The list shall include the printed/type staff name and
4 title, followed by the legal signature with title as it appears on all chart documents. For licensed or
5 registered clinical staff, the name must match the name on the license or registration.

6 **IK.** WORKLOAD STANDARDS

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

8 2. CONTRACTOR shall provide a minimum of one hundred (100) DSH per month per **Direct**
9 **Program billable** FTE, ~~as referenced in the Staffing Paragraph of this Exhibit A to the Agreement,~~ twelve
10 hundred (1,200) DSH per year per **Direct Program billable** FTE or agreed upon productivity levels which
11 shall include mental health, case management, crisis intervention, and other support services and is
12 inclusive of both billable and non-billable services.

13 ~~3. CONTRACTOR shall provide a minimum of thirteen thousand two hundred (13,200) DSHs~~
14 ~~(six thousand four hundred sixty eight [6,468] billable and six thousand seven hundred thirty two~~
15 ~~[6,732] non-billable) for period one and~~ 3. CONTRACTOR shall, during the
16 Agreement, provide a minimum of sixteen thousand eight hundred (16,800) DSHs (eight thousand two
17 hundred thirty two [8,232] billable and eight thousand five hundred sixty eight [8,568] non-billable) ~~for~~
18 ~~period two.~~

19 4. CONTRACTOR shall provide In-Home Crisis Stabilization Services to a minimum of
20 ~~two~~ 400 hundred ~~sixty (260) clients for period one and a minimum of four hundred~~ (400) Clients ~~for~~
21 ~~period two~~ during the Agreement. Services should include the following: crisis intervention, individual
22 and family therapy, and case management hours to eligible Clients, as specified in the Services
23 Paragraph of this Exhibit A to the Agreement.

24 **IL.** STUDENT INTERNS

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

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

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

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

35 M. ~~K.~~ CONTRACTOR is highly encouraged to augment the above paid staff with qualified and
36 trained volunteers and/or interns. CONTRACTOR shall provide ongoing supervision to volunteers
37 and/or interns consistent with the prevailing educational and practice standards or as specified by

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EXHIBIT B
TO AGREEMENT FOR PROVISION OF
CHILDREN'S IN-HOME CRISIS STABILIZATION SERVICES
BETWEEN
COUNTY OF ORANGE
AND
ORANGE COUNTY CHILD ABUSE PREVENTION CENTER, INC.

VI. 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. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues 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 ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.~~

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

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

~~— D. PROGRAMMATIC — 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~~

1 ~~CONTRACTOR's progress in implementing the provisions of the Agreement, number of active cases,~~
 2 ~~number of Client's admitted/discharged, details of outreach activities and their results, any pertinent~~
 3 ~~facts or interim findings, staff changes, status of licenses and/or certifications, changes in population~~
 4 ~~served and reasons for any such changes. CONTRACTOR shall be prepared to present and discuss their~~
 5 ~~programmatically reports at their monthly scheduled meetings with ADMINISTRATOR and shall state~~
 6 ~~whether or not it is progressing satisfactorily in achieving all the terms of the Agreement, and if not,~~
 7 ~~shall specify what steps are being taken to achieve satisfactory progress.~~

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

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

VII. RESPONSIBILITIES

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 16 ~~— A. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of~~
 17 ~~CONTRACTOR's administrative and program P&Ps. CONTRACTOR shall provide signature~~
 18 ~~confirmation of its P&P training for each staff member and place in their personnel files.~~

19 ~~— B. CONTRACTOR shall ensure that all staff complete the COUNTY's Annual Provider Training,~~
 20 ~~and staff responsible for input into IRIS complete IRIS New User Training.~~

21 ~~— C. CONTRACTOR shall ensure that Annual Compliance Training is completed as set forth in~~
 22 ~~Subparagraph C. of the Compliance Paragraph of the Agreement.~~

23 ~~— D. CONTRACTOR shall agree to adopt and comply with the written Quality Improvement~~
 24 ~~Implementation Plan and procedures provided by ADMINISTRATOR which describe the requirements~~
 25 ~~for quality improvement, supervisory review, and medication monitoring.~~

26 ~~— E. CONTRACTOR shall agree to adopt and comply with the documentation standards as per~~
 27 ~~ADMINISTRATOR's Standards of Care practices; P&P's, Annual Provider Training; DHCS State~~
 28 ~~Contract; Title IX; the State EPSDT Documentation Manual; the State EPSDT TBS Documentation~~
 29 ~~Manual; and the EPSDT TBS Coordination of Care Best Practices Manual as provided by~~
 30 ~~ADMINISTRATOR, which describe, but are not limited to, the requirements for Medi Cal and~~
 31 ~~ADMINISTRATOR charting standards; and any state regulatory requirements.~~

32 ~~— F. CONTRACTOR shall regularly review their charting, IRIS data input, and invoice systems to~~
 33 ~~ensure compliance with COUNTY and state P&Ps and establish mechanisms to prevent inaccurate~~
 34 ~~claim submissions.~~

35 ~~— G. CONTRACTOR shall maintain on file at the facility minutes and records of all quality~~
 36 ~~improvement meetings and processes. Such records and minutes shall also be subject to regular review~~
 37 ~~by ADMINISTRATOR in the manner specified in the Quality Improvement Implementation Plan and~~

1 ~~ADMINISTRATOR's P&Ps:~~

2 ~~— H. CONTRACTOR shall attend:~~

3 ~~— 1. Case conferences, as requested by ADMINISTRATOR to address any aspect of clinical~~
4 ~~care.~~

5 ~~— 2. Monthly meetings with ADMINISTRATOR to discuss contractual and other issues related~~
6 ~~to, but not limited to compliance with P&Ps, statistics and clinical services.~~

7 ~~— 3. Clinical staff training for individuals by ADMINISTRATOR. Such training shall be~~
8 ~~conducted by CONTRACTOR and/or ADMINISTRATOR.~~

9 ~~— 4. Quarterly QIC meetings.~~

10 ~~— I. CONTRACTOR shall allow ADMINISTRATOR to attend, and if necessary conduct, QIC and~~
11 ~~medication monitoring meetings.~~

12 ~~— J. CONTRACTOR shall participate in any clinical case review and implement any~~
13 ~~recommendations made by ADMINISTRATOR to improve Client care.~~

14 ~~— K. CONTRACTOR shall ensure that all clinical documentation is completed promptly and is~~
15 ~~reflected on the Client's chart within twenty-four (24) hours after the completion of services.~~

16 ~~— L. PERFORMANCE OUTCOMES~~

17 ~~— 1. CONTRACTOR shall complete Performance Outcome Measures as required by state~~
18 ~~and/or COUNTY.~~

19 ~~— 2. ADMINISTRATOR shall develop and provide CONTRACTOR with performance outcome~~
20 ~~measure guidelines for the purpose of evaluating the impact and/or contribution of CONTRACTOR's~~
21 ~~services on the well-being of COUNTY residents being served under the terms of the Agreement. The~~
22 ~~expected outcomes for the Monitoring Plan are to enable Clients to adaptively function at a higher and~~
23 ~~more appropriate level and to provide a quantifiable and repeatable measure to assess overall program~~
24 ~~effectiveness.~~

25 ~~— 3. CONTRACTOR shall cooperate in data collection in order to develop baseline figures for~~
26 ~~future evaluation and report performance in terms of Client satisfaction, length of stay, and duration of~~
27 ~~services.~~

28 ~~— M. TOKENS — ADMINISTRATOR shall provide CONTRACTOR the necessary number of~~
29 ~~Tokens for appropriate individual staff to access IRIS at no cost to the CONTRACTOR.~~

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

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

34 ~~— 3. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following~~
35 ~~conditions:~~

36 ~~— a. Token of each staff member who no longer supports the Agreement;~~

37 ~~— b. Token of each staff member who no longer requires access to IRIS;~~

1 ~~_____c. Token of each staff member who leaves employment of CONTRACTOR; or~~

2 ~~_____d. Token is malfunctioning;~~

3 ~~_____e. Termination of the Agreement.~~

4 ~~_____5. ADMINISTRATOR shall issue Tokens for CONTRACTOR's staff members who require~~
5 ~~access to IRIS upon initial training or as a replacement for malfunctioning Tokens.~~

6 ~~_____6. CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through~~
7 ~~acts of negligence.~~

8 ~~_____N. CONTRACTOR shall input all IRIS data following COUNTY procedure and practice. All~~
9 ~~statistical data used to monitor CONTRACTOR shall be compiled using only COUNTY IRIS reports, if~~
10 ~~available, and if applicable.~~

11 ~~_____O. CONTRACTOR shall obtain a NPI.~~

12 ~~_____1. All HIPAA covered healthcare providers, individuals and organizations must obtain a NPI~~
13 ~~for use to identify themselves in HIPAA standard transactions.~~

14 ~~_____2. CONTRACTOR, including each employee that provides services under the Agreement,~~
15 ~~will obtain a NPI upon commencement of the Agreement or prior to providing services under the~~
16 ~~Agreement. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by~~
17 ~~ADMINISTRATOR, all NPI as soon as they are available.~~

18 ~~_____P. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first~~
19 ~~service provided under the Agreement to individuals who are covered by Medi Cal and have not~~
20 ~~previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon~~
21 ~~request, the NPP for the COUNTY, as the MHP, to any individual who received services under the~~
22 ~~Agreement.~~

23 ~~_____Q. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,~~
24 ~~with respect to any individual(s) who have been referred to CONTRACTOR by COUNTY under the~~
25 ~~terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder will not be~~
26 ~~used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian~~
27 ~~institution, or religious belief.~~

28 ~~_____R. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to~~
29 ~~conduct research activity on COUNTY Clients without obtaining prior written authorization from~~
30 ~~ADMINISTRATOR.~~

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

36 ~~_____1. Designate the responsible position(s) in your organization for managing the funds allocated~~
37 ~~to the program;~~

- ~~2. Maximize the use of the allocated funds;~~
- ~~3. Ensure timely and accurate reporting of monthly expenditures;~~
- ~~4. Maintain appropriate staffing levels;~~
- ~~5. Request budget and/or staffing modifications to the Agreement;~~
- ~~6. Effectively communicate and monitor the program for its success;~~
- ~~7. Track and report expenditures electronically;~~
- ~~8. DBA CHILD ABUSE PREVENTION CENTER, INC.
JULY 1, 2015 THROUGH JUNE 30, 2016~~

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

1. The parties agree that the terms used, but not otherwise defined in the Common Terms and Definitions Paragraph of Exhibit A, B, and C 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 HIPAA regulations as they may exist now or be hereafter amended.

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

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

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

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

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

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

3 B. DEFINITIONS

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

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

10 a. Breach excludes:

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

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

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

22 b. Except as provided in paragraph (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. Maintain electronic and telephone communication between CONTRACTOR and~~
32 ~~ADMINISTRATOR; and~~

33 ~~9. Act quickly to identify and solve problems.~~

34 ~~T. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional~~
35 ~~welfare of Clients, including but not limited to serious physical harm to self or others, serious~~
36 ~~destruction of property, developments, etc., and which may raise liability issues with COUNTY, and~~
37 ~~shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the~~

1 ~~quality or accessibility of Client related services provided by, or under contract with COUNTY, as set~~
 2 ~~forth in Subparagraph C. of the Notices Paragraph to the Agreement.~~

3 ~~— U. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program to~~
 4 ~~ensure compliance with workload standards and productivity.~~

5 ~~— V. ADMINISTRATOR shall review Client charts to assist CONTRACTOR in ensuring~~
 6 ~~compliance with ADMINISTRATOR's P&Ps and Medi-Cal documentation requirements.~~

7 ~~— W. ADMINISTRATOR shall review and approve all admissions, discharges from the program and~~
 8 ~~extended stays in the program.~~

9 ~~— X. ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action plans.~~

10 ~~— Y. ADMINISTRATOR shall monitor CONTRACTOR's compliance with ADMINISTRATOR's~~
 11 ~~P&Ps.~~

12 ~~— Z. ADMINISTRATOR shall provide a written copy of all assessments completed on Clients~~
 13 ~~referred for admission.~~

14 ~~— AA. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the~~
 15 ~~Responsibilities Paragraph of this Exhibit A to the Agreement.~~

16 ~~— AB. ADMINISTRATOR shall:~~

17 ~~— 1. Provide, or cause to be provided, training and ongoing consultation to CONTRACTOR's~~
 18 ~~staff to assist CONTRACTOR in ensuring compliance with documentation standards as per~~
 19 ~~ADMINISTRATOR's Standards of Care practices; P&P's, Annual Provider Training; DHCS State~~
 20 ~~Contract; Title IX; the State EPSDT Documentation Manual; the State EPSDT TBS Documentation~~
 21 ~~Manual; the EPSDT TBS Coordination of Care Best Practices Manual as provided by~~
 22 ~~ADMINISTRATOR, which describe, but are not limited to, the requirements for Medi-Cal and~~
 23 ~~ADMINISTRATOR charting standards; and any state regulatory requirements.~~

24 ~~— 2. Assist CONTRACTOR in monitoring CONTRACTOR's program to ensure compliance~~
 25 ~~with workload standards, productivity and Medi-Cal documentation.~~

26 ~~— 3. "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy~~
 27 ~~Rule in 45 CFR § 164.501.~~

28 ~~— 4. "DRS" shall have the meaning given to such term under the HIPAA Privacy Rule in 45~~
 29 ~~CFR § 164.501.~~

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

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

34 ~~— 7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in~~
 35 ~~45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance~~
 36 ~~with 45 CFR § 164.502(g).~~

37 ~~— 8. "Physical Safeguards" are physical measures, policies, and procedures to protect~~

1 CONTRACTOR's electronic information systems and related buildings and equipment, from natural
 2 and environmental hazards, and unauthorized intrusion.

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

5 10. "PHI" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §
 6 160.103.

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

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

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

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

18 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in
 19 45 CFR § 160.103.

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

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

26 18. "Use" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §
 27 160.103.

28 **C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:**

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

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

36 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of 45 CFR
 37 Part 164 with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR

1 creates, receives, maintains, or transmits on behalf of COUNTY.

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

5 ~~5. Review Client charts to assist CONTRACTOR in ensuring compliance with~~
 6 ~~ADMINISTRATOR's P&Ps and Medi-Cal requirements~~ CONTRACTOR agrees to report to COUNTY
 7 immediately any Use or Disclosure of PHI not provided for by this Business Associate Contract of
 8 which CONTRACTOR becomes aware. CONTRACTOR must report Breaches of Unsecured PHI in
 9 accordance with subparagraph E below and as required by 45 CFR § 164.410.

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

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

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

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

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

32 //

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

37 12. CONTRACTOR agrees that to the extent CONTRACTOR carries out COUNTY's

1 obligation under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the
2 requirements of 45 CFR Part 164 that apply to COUNTY in the performance of such obligation.

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

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

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

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

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

34 b:

35 ~~4. Reviews and approves all referrals of potential Clients to alternate services.~~

36 ~~5. Reviews and approves all admissions, discharges from the program and extended stays in~~
37 ~~the program.~~

~~AC. COUNTY's Central Quality Review and Training shall:~~

~~1. Make available, training to CONTRACTOR's staff in ADMINISTRATOR charting procedures;~~

~~2. Conduct periodic reviews of Client charts to monitor CONTRACTOR's compliance with ADMINISTRATOR's P&Ps and Medi-Cal requirements.~~

~~3. Monitor CONTRACTOR's completion of corrective action plans filed in response to Medi-Cal and other reviews.~~

~~4. Monitor CONTRACTOR's degree of compliance with ADMINISTRATOR Standards of Care and ADMINISTRATOR's P&Ps, including but not limited to those pertaining to Quality Improvement, Medication Monitoring and Supervisory Review.~~

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

~~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 subparagraphs E, below;~~

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

1 ~~and ADMINISTRATOR may mutually~~ Providing a level and scope of security that is at
 2 least comparable to the level and scope of security established by the OMB in OMB Circular No. A-
 3 130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for
 4 automated information systems in Federal agencies;

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

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

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

14 E. DATA SECURITY REQUIREMENTS

15 1. Personal Controls

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

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

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

34 ~~, in writing, to modify the Responsibilities Paragraph of this Exhibit~~ Background
 35 Check. Before a member of the workforce may access PHI COUNTY discloses to CONTRACTOR or
 36 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, a background
 37 screening of that worker must be conducted. The screening should be commensurate with the risk and

1 magnitude of harm the employee could cause, with more thorough screening being done for those
2 employees who are authorized to bypass significant technical and operational security controls. The
3 CONTRACTOR shall retain each workforce member's background check documentation for a period of
4 three (3) years.

5 2. Technical Security Controls

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

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

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

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

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

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

37 g. User IDs and Password Controls. All users must be issued a unique user name for

1 accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
2 or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password
3 changed upon the transfer or termination of an employee with knowledge of the password, at maximum
4 within twenty-four (24) hours. Passwords are not to be shared. Passwords must be at least eight
5 characters and must be a non-dictionary word. Passwords must not be stored in readable format on the
6 computer. Passwords must be changed every ninety (90) days, preferably every sixty (60) days.
7 Passwords must be changed if revealed or compromised. Passwords must be composed of characters
8 from at least three (3) of the following four (4) groups from the standard keyboard:

9 1) Upper case letters (A-Z)

10 2) Lower case letters (a-z)

11 3) Arabic numerals (0-9)

12 4) Non-alphanumeric characters (punctuation symbols)

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

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

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

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

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

37 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to

1 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
 2 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is
 3 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files
 4 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as
 5 website access, file transfer, and E-Mail.

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

10 3. Audit Controls

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

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

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

24 4. Business Continuity/Disaster Recovery Control

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

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

37 5. Paper Document Controls

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

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

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

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

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

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

28 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

22 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
23 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
24 COUNTY.

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

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

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

37 8. CONTRACTOR shall continue to provide all additional pertinent information about the

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

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

9 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

19 1) The Disclosure is required by law; or

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

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

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

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

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

34 H. ~~to~~ PROHIBITED USES AND DISCLOSURES

35 1. CONTRACTOR shall not disclose PHI COUNTY discloses to CONTRACTOR or
 36 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY about an individual to
 37 a health plan for payment or health care operations purposes if the PHI pertains solely to a health care

1 item or service for which the health care provider involved has been paid out of pocket in full and the
2 individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

3 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
4 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
5 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC §
6 17935(d)(2).

7 I. OBLIGATIONS OF COUNTY

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

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

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

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

19 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

30 # a. This provision shall apply to all PHI that is in the possession of Subcontractors or
31 agents of CONTRACTOR.

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

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

1 infeasible, for as long as CONTRACTOR maintains such PHI.

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

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EXHIBIT C
TO AGREEMENT FOR PROVISION OF
CHILDREN'S IN-HOME CRISIS STABILIZATION SERVICES
BETWEEN
COUNTY OF ORANGE
AND
ORANGE COUNTY CHILD ABUSE PREVENTION CENTER, INC.
DBA CHILD ABUSE PREVENTION CENTER, INC.
JULY 1, 2015 THROUGH JUNE 30, 2016

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, Civil Code § 1798.29(d).

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

4. "DHCS PI" shall mean Personal Information, 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 Information Exchange Agreement currently in effect between the SSA and DHCS.

6. "Notice-triggering Personal Information" shall mean the personal information identified in California Civil Code § 1798.29(e) whose unauthorized access may trigger notification requirements under California Civil Code § 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 California Civil Code § 1798.3(a).

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental

1 or tribal inspector general, or an administrative body authorized to require the production of
 2 information, and a civil or an authorized investigative demand. It also includes Medicare conditions of
 3 participation with respect to health care providers participating in the program, and statutes or
 4 regulations that require the production of information, including statutes or regulations that require such
 5 information if payment is sought under a government program providing public benefits.

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

9 B. TERMS OF AGREEMENT

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

14 2. Responsibilities of CONTRACTOR

15 CONTRACTOR agrees:

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

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

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

31 1) Complying with all of the data system security precautions listed in subparagraph
 32 E of the Business Associate Contract, Exhibit B to the Agreement; and

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

37 //

1 3) If the data obtained by CONTRACTOR from COUNTY includes PII,
2 CONTRACTOR shall also comply with the substantive privacy and security requirements in the
3 CMPPA Agreement between the SSA and the CHHS and in the Agreement between the SSA and
4 DHCS, known as the IEA. The specific sections of the IEA with substantive privacy and security
5 requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic
6 Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local
7 Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to ensure that
8 any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree
9 to the same requirements for privacy and security safeguards for confidential data that apply to
10 CONTRACTOR with respect to such information.

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

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

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

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

29 h. Breaches and Security Incidents. During the term of the Agreement, CONTRACTOR
30 agrees to implement reasonable systems for the discovery of any Breach of unsecured DHCS PI and PII
31 or security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI
32 and PII or security incident in accordance with subparagraph F, of the Business Associate Contract,
33 Exhibit B to the Agreement.

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