

1 AGREEMENT FOR PROVISION OF
 2 SCHOOL-BASED VIOLENCE PREVENTION EDUCATION SERVICES
 3 BETWEEN
 4 COUNTY OF ORANGE
 5 AND
 6 ~~COMMUNITY SERVICE PROGRAMS, INC.~~
 7 ~~AUGUST~~ ORANGE COUNTY DEPARTMENT OF EDUCATION
 8 JULY 1, 2013 ~~2015~~ 2015 ~~2018~~
 9

10 THIS AGREEMENT entered into this 1st day of ~~August 2013~~ July 2015, which date is enumerated
 11 for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
 12 ~~COMMUNITY SERVICE PROGRAMS, INC.~~ ORANGE COUNTY DEPARTMENT OF
 13 EDUCATION, a California ~~nonprofit corporation~~ governmental agency (CONTRACTOR). This
 14 Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).
 15

16 WITNESSETH:

17
 18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of
 19 School-Based Violence Prevention Education Services described herein to the residents of Orange
 20 County; and

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

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

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EXHIBIT A

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REFERENCED CONTRACT PROVISIONS

Term: ~~August~~ July 1, 2013 through June 30, 2015

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

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

Period Three means the period from July 1, 2015 through June 30, 2018

Maximum Obligation:

Period One Maximum Obligation: \$225,726 958,650

Period Two Maximum Obligation: 242,100 958,650

Period Three Maximum Obligation: 958,650

TOTAL MAXIMUM OBLIGATION: \$467,826 2,875,950

Basis for Reimbursement: Actual Cost

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

CONTRACTOR DUNS Number: 12-114-7912

CONTRACTOR TAX ID Number: 95-6000943

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: ~~Community Service Programs, Inc.~~ Assistant Superintendent, Sherry Opacic
~~1221 East Dyer Road, Suite 120~~
~~Santa Ana~~ Instructional Services
Orange County Department of Education
200 Kalmus Drive
Costa Mesa, CA 92705 92628-9050
~~Margot Carlson, Executive Director~~

~~EMAIL: mearlson@espinc.org~~

Jim Perez

JPerez@ocde.us

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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.	CCC	California Civil Code
6	C.	CCR	California Code of Regulations
7	D.	CEO	County Executive Office
8	E.	CFR	Code of Federal Regulations
9	F.	CHPP	COUNTY HIPAA Policies and Procedures
10	G.	COI	Certificate of Insurance
11	H.	<u>H. CRN</u>	<u>Crisis Response Network</u>
12	<u>I.</u>	DHCS	Department of Health Care Services
13	J.	DRS	Designated Record Set
14	K.	GAAP	General Accepted Accounting Principles
15	K.	GRIP	Gang Reduction Intervention Partnership
16	L.	HCA	Health Care Agency
17	M.	HHS	Health and Human Services
18	N.	HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
19	O.	HSC	California Health and Safety Code
20	P.	ISO	Insurance Services Office
21	Q.	MHSA	Mental Health Services Act
22	R.	NPP	Notice of Privacy Practices
23	S.	OIG	Office of Inspector General
24	T.	OMB	Office of Management and Budget
25	U.	OPM	Federal Office of Personnel Management
26	V.	PC	State of California Penal Code
27	W.	PEI	Prevention and Early Intervention
28	X.	PHI	Protected Health Information
29	Y.	PII	Personally Identifiable Information
30	Z.	P&P	Policy and Procedure
31	AA.	PRA	Public Record Act
32	AB.	SIR	Self-Insured Retention
33	AC.	<u>SFTS</u>	<u>Safe from the Start</u>
34	AD.	<u>TOT</u>	<u>Train the Trainer</u>
35	AE.	USC	United States Code
36	AD <u>AF.</u>	VPE	Violence Prevention Education
37	AE <u>AG.</u>	WIC	State of California Welfare and Institutions Code

II. ALTERATION OF TERMS

A. This Agreement, together with ~~Exhibit~~ Exhibits 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.

IV. COMPLIANCE

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

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

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

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

4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it shall submit a copy of its Compliance Program, Code of Conduct and relevant ~~P&P~~ policies and procedures to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement. ADMINISTRATOR's Compliance Officer shall determine if ~~CONTRACTOR~~ CONTRACTOR's Compliance Program and Code of Conduct contains all required elements. CONTRACTOR shall take

1 necessary action to meet said standards or shall be asked to acknowledge and agree to ~~the~~ HCA's
 2 Compliance Program and Code of Conduct if the CONTRACTOR's Compliance Program and Code of
 3 Conduct does not contain all required elements.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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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~~ participant files, or to exchange information regarding specific ~~clients~~ participants 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~~ participants 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, Period Two and Period ~~Two~~ Three, or for a portion thereof, to 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

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

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

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

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

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

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

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

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

1 to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due
2 COUNTY.

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

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

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

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

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

23
24 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
25 supporting documentation prepared by _____ for the cost report period
26 beginning _____ and ending _____ and that, to the best of my
27 knowledge and belief, costs reimbursed through this Agreement are reasonable and
28 allowable and directly or indirectly related to the services provided and that this Cost
29 Report is a true, correct, and complete statement from the books and records of
30 (provider name) in accordance with applicable instructions, except as noted. I also
31 hereby certify that I have the authority to execute the accompanying Cost Report.

32
33 Signed _____
34 Name _____
35 Title _____
36 Date _____"

VII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

1
2 A. CONTRACTOR may not delegate the obligations hereunder, either in whole or in part, without
3 prior written consent of COUNTY. CONTRACTOR shall provide written notification of
4 CONTRACTOR's intent to delegate the obligations hereunder, either in whole or part, to
5 ADMINISTRATOR not less than sixty (60) calendar days prior to the effective date of the delegation.
6 Any attempted assignment or delegation in derogation of this ~~Paragraph~~paragraph shall be void.

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

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

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

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

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

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

36 C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by
37 means of subcontracts, provided such subcontracts are approved in advance, in writing by

1 ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity
2 under subcontract, and include any provisions that ADMINISTRATOR may require.

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

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

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

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

14 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

25 **IX. EQUIPMENT**

26 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
27 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
28 ADMINISTRATOR to assist in performing the services described in this Agreement. "Relatively
29 Permanent" is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or
30 over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital
31 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and
32 other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contained
33 PHI or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to
34 phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of
35 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be
36 depreciated according to GAAP.
37

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

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

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

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

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

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

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

30 **X. FACILITIES, PAYMENTS AND SERVICES**

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

36 **B.** In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
 37 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation

1 for the appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum
 2 Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an amount
 3 proportionate to the number of days in which CONTRACTOR was determined to be unable to provide
 4 services, staffing, facilities or supplies.

6 **XI. INDEMNIFICATION AND INSURANCE**

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

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

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

33 D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
 34 indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an
 35 amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the
 36 CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report.

37 ~~D.~~ E. If ~~CONTRACTOR~~ CONTRACTOR fails to maintain insurance acceptable to COUNTY for the

1 full term of this Agreement, COUNTY may terminate this Agreement.

2 **EF.** QUALIFIED INSURER

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

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

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

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

31 ~~G~~
 32 **H.** REQUIRED COVERAGE FORMS

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

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

37 **HI.** REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the

1 following endorsements, which shall accompany the COI:

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

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

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

11 K. The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving
12 all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its
13 elected and appointed officials, officers, agents and employees.

14 ~~— K. All insurance policies required by this Agreement~~

15 L. CONTRACTOR shall ~~give~~notify COUNTY in writing within thirty (30) ~~calendar days' notice~~
16 ~~in the event~~days of any policy cancellation and ten (10) ~~calendar days' notice~~days for non-payment of
17 premium. ~~This shall be evidenced by policy provisions or an endorsement separate from~~ and provide a
18 copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may
19 constitute a material breach of the COI Agreement, upon which the COUNTY may suspend or terminate
20 this Agreement.

21 LM. If CONTRACTOR's Professional Liability policy is a "claims made" policy,
22 CONTRACTOR shall agree to maintain ~~professional liability~~Professional Liability coverage for two (2)
23 years following completion of Agreement.

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

26 NO. COUNTY expressly retains the right to require CONTRACTOR to increase or decrease
27 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or
28 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to
29 adequately protect COUNTY.

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

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

1 insurer.

2 ~~OR~~. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

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

28
 29 **XII. INSPECTIONS AND AUDITS**

30 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
 31 of the State of California, the Secretary of the United States Department of Health and Human Services,
 32 the Comptroller General of the United States, or any other of their authorized representatives, shall have
 33 access to any books, documents, and records, including but not limited to, financial statements, general
 34 ledgers, relevant accounting systems, medical and ~~client~~ participant records, of CONTRACTOR that are
 35 directly pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or
 36 conducting an audit, review, evaluation, or examination, or making transcripts during the periods of
 37 retention set forth in the Records Management and Maintenance Paragraph of this Agreement. Such

1 persons may at all reasonable times inspect or otherwise evaluate the services provided pursuant to this
2 Agreement, and the premises in which they are provided.

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

7 C. AUDIT RESPONSE

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

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

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

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

27
28 **XIII. LICENSES AND LAWS**

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

37 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

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

24 1. ARRA of 2009.

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

26 3. ~~State of~~ WIC, Division 6, Admissions and Judicial Commitments.

27 4. WIC, Division 7, Mental Institutions.

28 5. HSC, §§1250 et seq., Health Facilities.

29 ~~46. PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to §§11164-11174.3, Child Abuse and~~
30 Neglect Reporting Act.

31 ~~57.~~ CCR, Title 9, Rehabilitative and Developmental Services.

32 8. CCR, Title 17, Public Health.

33 9. CCR, Title 17, and Title 22, Social Security.

34 ~~6.~~ 10. CFR, Title 42 and, Public Health.

35 11. CFR, Title 45, Public Welfare.

36 ~~712.~~ USC Title 42, Public Health and Welfare.

37 ~~13.~~ ~~8.~~ Federal Social Security Act, Title XVIII and Title XIX Medicare and

1 Medicaid.

2 14. ~~9.~~ 42 USC, ~~Chapter 126,~~ §12101, et seq., ~~the~~ Americans with Disabilities Act of
3 1990.

4 15. ~~10.~~ 42 USC, ~~§114 and §§~~ §1857, et seq., ~~the~~ Clean Air Act.

5 ~~11~~ 16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.

6 ~~12~~ 17. 31 USC 7501.70, Federal Single Audit Act of 1984.

7 18. Policies and procedures ~~13.~~ ~~P&Ps~~ set forth in ~~MHSA~~ Mental Health Services
8 Act.

9 19. Policies and procedures ~~14.~~ ~~P&Ps~~ set forth in DHCS Letters.

10 ~~15~~ 20. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.

11 ~~16.~~ ~~OMB Circulars A-87, A-89, A-110, A-122.~~

12 21. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
13 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
14 Federal Awards.

16 **XIV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

26 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
27 available social media sites) in support of the services described within this Agreement,
28 CONTRACTOR shall develop social media P&Ps policy and procedures and have them available to
29 ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all
30 forms of social media used to either directly or indirectly support the services described within this
31 Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as
32 they pertain to any social media developed in support of the services described within this Agreement.
33 CONTRACTOR shall also include any required funding statement information on social media when
34 required by ADMINISTRATOR.

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

37 //

XV. MAXIMUM OBLIGATION

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

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

XVI. NONDISCRIMINATION

A. EMPLOYMENT

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

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

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

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

5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to ~~ethnic group identification~~, race, ~~religion, ancestry,~~ religious creed, color, ~~creed, sex, marital status,~~ national origin, ~~age (40 and over), sexual orientation, medical condition,~~ or ancestry, physical ~~or~~ disability, mental disability, medical condition, genetic information, marital

1 status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran
 2 status. Such requirements shall be deemed fulfilled by use of the term EOE.

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

8 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
 9 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
 10 on the basis of ~~ethnic group identification, race, religion, ancestry, religious creed, color, creed, sex,~~
 11 ~~marital status, national origin, age (40 and over), sexual orientation, medical condition, or ancestry,~~
 12 ~~physical or disability, mental disability, medical condition, genetic information, marital status, sex,~~
 13 ~~gender, gender identity, gender expression, age, sexual orientation, or military and veteran status~~ in
 14 accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 -
 15 §1688; Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975
 16 (42 USC §6101); ~~and~~ Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of
 17 Regulations; ~~); and~~ Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et
 18 ~~seq.~~ as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as
 19 otherwise provided by state law and regulations, as all may now exist or be hereafter amended or
 20 changed. For the purpose of this Nondiscrimination Paragraph ~~paragraph~~, Discrimination includes, but
 21 is not limited to the following based on one or more of the factors identified above:

22 1. Denying a ~~client~~ participant or potential ~~client~~ participant any service, benefit, or
 23 accommodation.

24 2. Providing any service or benefit to a ~~client~~ participant which is different or is provided in a
 25 different manner or at a different time from that provided to other ~~clients~~ participants.

26 3. Restricting a ~~client~~ participant in any way in the enjoyment of any advantage or privilege
 27 enjoyed by others receiving any service or benefit.

28 4. Treating a ~~client~~ participant differently from others in satisfying any admission requirement
 29 or condition, or eligibility requirement or condition, which individuals must meet in order to be
 30 provided any service or benefit.

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

32 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all
 33 ~~clients~~ participants through a written statement that ~~CONTRACTOR~~ CONTRACTOR's and/or
 34 subcontractor's ~~clients~~ participants may file all complaints alleging discrimination in the delivery of
 35 services with CONTRACTOR, subcontractor, and ADMINISTRATOR or COUNTY's ~~Patient's~~ Patient
 36 Rights Office.

37 1. Whenever possible, problems shall be resolved informally and at the point of service.

1 CONTRACTOR shall establish an internal informal problem resolution process for clients participants
 2 not able to resolve such problems at the point of service. Clients Participants may initiate a grievance or
 3 complaint directly with CONTRACTOR either orally or in writing.

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

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

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

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

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

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

27 **XVII. NOTICES**

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

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

33 2. When faxed, transmission confirmed;

34 3. When sent by Email; or

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

37 //

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

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

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

11 **XVIII. NOTIFICATION OF DEATH**

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

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

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

22 2. WRITTEN NOTIFICATION

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

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

30 C. If there are any questions regarding the cause of death of any person served pursuant to this
 31 Agreement who was diagnosed with a terminal illness, or if there are any unusual circumstances related
 32 to the death, CONTRACTOR shall immediately notify ADMINISTRATOR in accordance with this
 33 Notification of Death Paragraph.
 34

35 **XIX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

36 A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in
 37

1 whole or part by the COUNTY, except for those events or meetings that are intended solely to serve
2 ~~clients~~ participants or occur in the normal course of business.

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

7 **XX. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

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

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

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

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

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

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

1 or site visit.

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

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

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

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

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

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

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

22 ~~MK~~. If CONTRACTOR is unable to meet the record location criteria above,
23 ADMINISTRATOR may provide written approval to CONTRACTOR to maintain records in a single
24 location, identified by CONTRACTOR.

25 ~~NI~~. CONTRACTOR may be required to retain all records involving litigation proceedings and
26 settlement of claims for a longer term which will be directed by the ADMINISTRATOR.

27 ~~OM~~. CONTRACTOR shall notify ADMINISTRATOR of any PRA requests related to, or arising
28 out of, this Agreement, within forty-eight (48) hours. CONTRACTOR shall provide
29 ADMINISTRATOR all information that is requested by the PRA request.

31 **XXI. RESEARCH AND PUBLICATION**

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

36 **XXII. ~~RIGHT TO WORK AND~~ MINIMUM WAGE LAWS**

37 ~~A. In accordance with the United States Immigration Reform and Control Act of 1986,~~

~~CONTRACTOR shall require its employees directly or indirectly providing service pursuant to this Agreement, in any manner whatsoever, to verify their identity and eligibility for employment in the United States. CONTRACTOR shall also require and verify that its contractors, subcontractors, or any other persons providing services pursuant to this Agreement, in any manner whatsoever, verify the identity of their employees and their eligibility for employment in the United States.~~

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

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

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

XXIII. SEVERABILITY

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

XXIV. SPECIAL PROVISIONS

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

1. Making cash payments to intended recipients of services through this Agreement.
2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use of appropriated funds to influence certain federal contracting and financial transactions).
3. Fundraising.
4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.

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

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

6 7. Paying an individual salary or compensation for services at a rate in excess of the current
7 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
8 Schedule may be found at www.opm.gov.

9 8. Severance pay for separating employees.

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

12 10. Supplanting current funding for existing services.

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

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

16 2. Making phone calls outside of the local area unless documented to be directly for the
17 purpose of ~~client~~ participant care.

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

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

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

23 ~~6. Providing inpatient hospital services or purchasing major medical equipment.~~

24 ~~7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
25 funds (matching).~~

26 ~~8. 6. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
27 CONTRACTOR's ~~clients~~ participants.~~

28 **XXV. STATUS OF CONTRACTOR**

29
30 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
31 wholly responsible for the manner in which it performs the services required of it by the terms of this
32 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
33 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the
34 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
35 or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR
36 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
37 subcontractors as they relate to the services to be provided during the course and scope of their

1 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
 2 entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner
 3 to be COUNTY's employees.

5 **XXVI. TERM**

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

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

15 **XXVII. TERMINATION**

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

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

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

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

1 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

23 4. If ~~clients~~participants are to be transferred to another facility for services, furnish
24 ADMINISTRATOR, upon request, all ~~client~~participant information and records deemed necessary by
25 ADMINISTRATOR to effect an orderly transfer.

26 5. Assist ADMINISTRATOR in effecting the transfer of ~~clients~~participants in a manner
27 consistent with ~~client's~~participant's best interests.

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

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

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

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

3
4 **XXVIII. THIRD PARTY BENEFICIARY**

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

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

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

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

3
4 ~~COMMUNITY SERVICE PROGRAMS, INC.~~
5 ORANGE COUNTY DEPARTMENT OF EDUCATION

6
7
8 BY: _____ DATED: _____

9
10
11 TITLE: _____

12
13
14
15
16
17 COUNTY OF ORANGE

18
19
20
21 BY: _____ DATED: _____

22 HEALTH CARE AGENCY

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27 APPROVED AS TO FORM
28 OFFICE OF THE COUNTY COUNSEL
29 ORANGE COUNTY, CALIFORNIA

30
31
32 BY: _____ DATED: _____

33 DEPUTY

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
 SCHOOL-BASED VIOLENCE PREVENTION EDUCATION SERVICES
 WITH
 COMMUNITY SERVICE PROGRAMS, INC.
 AUGUST ORANGE COUNTY DEPARTMENT OF EDUCATION
 JULY 1, 2013 2015 THROUGH JUNE 30, 2015 2018

I. COMMON TERMS AND DEFINITIONS

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

~~— A. Action Plan — An individualized plan for each individual/family undergoing case management. The action plan may include, but is not limited to: an attendance plan, an academic improvement plan, parenting contracts, behavior and discipline improvement plans, and an anti-gang dress code plan.~~

A. Activity Form means a data collection form used to track each activity in which the group and/or individual participates.

B. Admission means completion of the entry and/or Intake process for program Participants.

C. Assessment means a professional review and Evaluation of an individual's behavioral health and conditions in order to determine the most appropriate course of services.

D. At Risk means a state of high stressor and low protective factor that would increase likelihood of development of a behavioral health condition.

E. Behavioral Health Conditions means diminished cognitive, emotional, or social abilities, but not to the extent that the criteria for a mental disorder are met.

~~— F. Case Management means the delivery of individual guidance and support services. Case Management services include; but are not limited to, Referrals and Linkages to needed services such as; resources, coaching, and assistance with translation and transportation.~~

~~— G. Curfew Sweeps means a collaboration of law enforcement agencies that enforce local curfew laws and intervene with student violators.~~

H. F. Bullying Prevention means the provision of services aimed at the prevention and intervention of bullying and/or cyber bullying. It may include presentations for students, school staff, parents and/or the community on effective strategies to reduce bullying, and support student safety as it relates to bullying.

G. Conflict Resolution means a range of methods for alleviating or eliminating sources of conflict. The term "conflict resolution" is sometimes used interchangeably with the terms "dispute resolution" or "alternative dispute resolution." Processes of conflict resolution generally include negotiation, mediation, and diplomacy.

H. CRN means a supportive network of trained professional responders for all schools in Orange

1 County that may need assistance in a crisis situation that may affect students. In addition, CRN trains
 2 the community on Crisis Preparedness.

3 I. Educational Group Presentation means the delivery of specific mental health awareness
 4 information to a group of at least fifteen (15) persons, for no less than (30) minutes.

5 J. Engagement means the process by which a trusting relationship between a worker and
 6 participant is established with the goal to link the participant to appropriate services.

7 ~~— I. Enrichment Activities means activities that are designed to provide appropriate alternatives for~~
 8 ~~youth and serve as an encouragement and/or support for positive progress. Activities may include but~~
 9 ~~are not limited to: Incentives, Soccer Camps, Homework Clubs, and Girls' Clubs.~~

10 ~~— J. K. Enrollment means the data entry of a Participant's program information into~~
 11 ~~CONTRACTOR's database for purposes of recording and tracking a Participant's involvement in the~~
 12 ~~program.~~

13 ~~— K. L. Evaluation means the systematic investigation of the value and impact of an intervention or~~
 14 ~~program.~~

15 L.M. Evidence-Based Practice means the range of prevention and intervention services of well
 16 documented effectiveness. An evidence-based practice has quantitative and qualitative data showing
 17 positive outcomes and has been subject to expert/peer review that has determined that a particular
 18 approach or strategy has a significant level of evidence of effectiveness.

19 M.N. Family Member means any traditional and/or non-traditional support system, significant
 20 other, or natural support designated by the Participant.

21 ~~— N. GRIP means a prevention program that targets students from the 4th-8th grades who display~~
 22 ~~signs of being at risk of gang involvement.~~

23 ~~— O. GRIP Response Team means a team that interacts with students/parents to ensure the progress~~
 24 ~~of an individual and their plans for improvement. The response team participants include: the student,~~
 25 ~~the School Resource Officer, a District Attorney investigator and a CSP GRIP Case Manager.~~

26 ~~— P. Q. Group Intervention means the delivery of services to more than one individual or family.~~

27 ~~— Q. Intake means the initial meeting between a Participant and a worker to evaluate a Participant's~~
 28 ~~issue of concern and determine how a program could best meet his/her needs.~~

29 ~~— R. Linkage means when an individual is connected to programs or services through warm hand-off~~
 30 ~~or Follow-up to ensure connection is made.~~

31 S. P. Health Education means the practice of educating and teaching individuals and/or groups of
 32 people about behaviors conducive to the promotion, maintenance and restoration of good physical and
 33 behavioral health.

34 Q. MHSA means the law that provides funding for expanded community mental health services,
 35 also known as "Proposition 63.

36 R. NPP means a document that notifies individuals of uses and disclosures of PHI that may be
 37 made by or on behalf of the health plan or health care provider as set forth in the Health Insurance

1 | Portability and Accountability Act of 1996 (HIPAA).

2 | ~~US~~. Outreach means contact with potential Participants to link them to appropriate behavioral health
3 | and supportive services; which may include media-based activities that educate the community about
4 | services offered and requirements for participation in the program.

5 | ~~V~~. T. Parent Education Workshops means the delivery of a series of sessions/classes designed to
6 | teach parents about risk and protective factors and how to improve on parenting skills.

7 | U. Participant means an individual enrolled in a program who engages in activities aimed at
8 | preventing and/or eliminating the development of Behavioral Health Conditions.

9 | ~~WV~~. PHI means individually identifiable health information usually transmitted by electronic
10 | media maintained in any medium as defined in the regulations or for an entity, such as a health plan,
11 | transmitted or maintained in any other medium. It is created or received by a covered entity and related
12 | to the past, present, or future physical or behavioral health condition of an individual, provision of
13 | health care to an individual, or the past, present, or future payment for health care provided to an
14 | individual.

15 | ~~XW~~. PII means any information that could be readily used to identify a specific person, including
16 | but not limited to: name, address, telephone number, email address, driver's license number, Social
17 | Security number, bank account information, credit card information, or any combination of data that
18 | could be used to identify a specific person, such as a birth date, zip code, mother's maiden name and
19 | gender.

20 | ~~YX~~. Prevention means the group or individual interventions that occur before the initial onset of
21 | a behavioral health condition. Prevention promotes positive cognitive, social and emotional
22 | development and encourages a state of well-being that allows the individuals to function well in the face
23 | of changing and sometimes challenging circumstances.

24 | ~~ZY~~ Program Protocol means the written program description, goals, objectives, and policies
25 | established by CONTRACTOR for the program provided pursuant to this Agreement.

26 | ~~AAZ~~. Referral means the process of sending an individual from one service to another for health
27 | care, mental health, and/or other support services, or an unsuccessful linkage attempt.

28 | ~~AB.~~ ~~Strike Team~~ means a team of participants that include: the student, the parent, the principal of
29 | that school, a Deputy District Attorney, a District Attorney Investigator, a School Resource Officer, a
30 | Probation Officer, the CSP GRIP Program Director, and a CSP GRIP Case Manager.

31 | ~~AC.~~ ~~Student Intervention Sessions (Meet-up)~~ means a monthly session with the GRIP Team for
32 | students that require more support or are not responding to weekly case management sessions. Sessions
33 | are intended to monitor student progress and ensure accountability to the agreed upon action plan.

34 | ~~AD~~ AA. Safe from the Start means a researched-based curriculum which teaches basic brain
35 | development and how early exposure to violence may alter a young child's developing brain. The
36 | program focuses on children ages newborn through six (6) years of age.

37 | AB. Train the Trainer means the process used by an individual or group to develop the skills,

1 knowledge, and ability to become educators/coaches and to disseminate information, material, and skills
2 to others.

3 AC. Training means the action or method used to transfer skills and/or knowledge to a target
4 audience.

5 ~~AE.~~ ~~Truancy Sweep means a surprise meeting with the GRIP response team for truant students and~~
6 ~~their parents who violate truancy laws.~~

7 ~~AF~~ AD. Unduplicated Participant means an individual who is counted only once, despite how many
8 services the individual is enrolled during the term of the Agreement.

9 ~~AG~~ AE. Units of Service means the number and/or type of activities the CONTRACTOR will fulfill
10 during the term of the Agreement.

11 AF. VPE means a program approach to reduction of violence and its impact in the school,
12 neighborhood, and family.

13 **II. BUDGET**

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

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	<u>PERIOD</u>	<u>PERIOD TWO</u>	<u>PERIOD</u>	<u>TOTAL</u>
	<u>ONE</u>		<u>TWO</u> THREE	
1				
2				
3	ADMINISTRATIVE			
4	COST			
5	Salaries	\$ 15,656	\$ 17,079	\$ 32,735
6	<u>Indirect Costs</u>	<u>81,328</u>	<u>81,328</u>	<u>81,328</u>
7				
8	Benefits		3,571	3,896
9	Services and Supplies		2,874	3,135
10	SUBTOTAL	\$ 22,101	\$ 24,110	\$ 46,211
11	ADMINISTRATIVE	<u>81,328</u>	<u>81,328</u>	<u>81,328</u>
12	COST			
13				
14	PROGRAM COST			
15	Salaries	\$147,884	\$161,328	\$309,212
16		<u>510,256</u>	<u>510,256</u>	<u>510,256</u>
17				
18	Benefits	42,565	46,434	88,999
19		<u>212,579</u>	<u>212,579</u>	<u>212,579</u>
20				
21	Services and Supplies	9,376	10,228	19,604
22		<u>116,487</u>	<u>116,487</u>	<u>116,487</u>
23				
24	Start-Up	3,800	0	3,800
25	<u>Subcontractors</u>	<u>38,000</u>	<u>38,000</u>	<u>38,000</u>
26				
27	SUBTOTAL PROGRAM	\$203,625	\$217,990	\$421,615
28	COST	<u>877,242</u>	<u>877,242</u>	<u>877,242</u>
29				
30	TOTAL GROSS COST	\$225,726	\$242,100	\$467,826
31		<u>958,650</u>	<u>958,650</u>	<u>958,650</u>
32				
33	REVENUE			
34	MHPA	\$225,726	\$242,100	\$467,826
35		<u>958,650</u>	<u>958,650</u>	<u>958,650</u>
36				
37				

1	TOTAL REVENUE	\$225,726	\$242,100	\$467,826	
2		<u>958,650</u>	<u>958,650</u>	<u>958,650</u>	<u>\$2,875,950</u>
3					
4	TOTAL	\$225,726	\$242,100	\$467,826	
5	MAXIMUM	<u>958,650</u>	<u>958,650</u>	<u>958,650</u>	<u>\$2,875,950</u>
6	OBLIGATION				

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

19 C. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete
20 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type
21 of service for which payment is claimed. Any apportionment of or distribution of costs, including
22 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will
23 be made in accordance with GAAP. ~~The client eligibility determination and the fee charged to and~~
24 ~~collected from clients, if applicable, together with a record of all billings rendered and revenues received~~
25 ~~from any source, on behalf of clients treated pursuant to the Agreement, must be reflected in~~
26 ~~CONTRACTOR's financial records.~~

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

30 **III. PAYMENTS**

31 A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of
32 \$20,521,79,888 per month for ~~Period One; and \$20,175 per month for Period Two; provided, however,~~
33 ~~that the total of such payments does not exceed the Maximum Obligations each period~~ as set
34 ~~forth~~ specified in the Referenced Contract Provisions of the Agreement.

35 ~~B. Monthly~~ All payments are interim payments only, and subject to ~~final settlement~~ Final
36 Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR
37 shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total

1 of such payments does not exceed COUNTY's Maximum Obligation as specified in the Referenced
 2 Contract Provisions of the Agreement and, provided further, CONTRACTOR's costs are reimbursable
 3 pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion, pay
 4 supplemental invoices for any month for which the provisional amount specified above has not been
 5 fully paid.

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

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

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

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

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

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

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

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

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IV. REPORTS~~SERVICES~~

A. FISCAL

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

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

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

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

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

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

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V. SERVICES

A. FACILITIES

1. CONTRACTOR shall maintain a ~~facility(ies)~~ for the provision of School-Based VPE services described herein at the following location(s), or any other location approved, in advance, in writing, by ADMINISTRATOR. The facility(ies) shall include space to support the services ~~provided~~ identified within the Agreement.

~~Community Service Programs, Inc.~~ Orange County Department of Education
~~1221 East Dyer Road, Suite 120~~ 200 Kalmus Drive
~~Santa Ana~~ Costa Mesa, California 92705 92628-9050

2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday 8:00 a.m. – 5:00 p.m. throughout the year, and maintain the capability to provide services in the evening hours until 8:00 p.m. and on weekends in order to accommodate Participants unable to participate during regular business hours. CONTRACTOR’s holiday schedule shall be consistent with COUNTY’s holiday schedule unless otherwise approved in writing by ADMINISTRATOR.

3. CONTRACTOR shall promote Participants’ access and Engagement with services by providing services throughout the community in locations beyond the designated facility. The majority of services will be facilitated at ~~GRIP~~ school sites, as well as CONTRACTOR facilities. Other locations may include, but not be limited to, ~~community~~ school district locations, ~~schools~~ local community organizations, and ~~local law enforcement~~ other sites, as appropriate for the provision of services provided under the Agreement.

B. SCHOOL-BASED VPE SERVICES

1. CONTRACTOR shall provide VPE ~~services~~ to residents of Orange County for the purpose of providing ~~services to 4th through 8th grade youth who display signs of being at risk for gang activity.~~ Schools selected for service a broad range of student-centered services that are culturally and linguistically appropriate. The program shall include ~~sites with high levels~~ VPE in three (3) categories: Safe and Healthy Lifestyles, Media Literacy, and Conflict Resolution. The purpose of ~~truancy, discipline~~ the program is to educate students and families on a variety of violence-focused issues and gang proximity. Case managed youth are enrolled based on individual rates of truancy, disciplinary issues, and poor academic performance in comparison to other students at reduce exposure to, and the impact of violence on, the school site. ~~The District Attorney leads the GRIP collaborative in six (6) cities, which include: Stanton, Buena Park, Orange, Santa Ana, San Juan Capistrano and San Clemente. Twenty three (23) schools have been identified as having the need for Case Management services~~ environment, local neighborhoods and families.

2. CONTRACTOR’s program shall include, but is not limited to, provision of the following service components:

1 a. ~~Case Management Sessions~~ Safe and Healthy Lifestyles shall provide crisis response
2 services, educational sessions and trainings that include:

3 1) CRN services that include, but are not limited to, direct services by Crisis Network
4 Responders, comprehensive training in threat assessment, trauma reduction, crisis response, and local
5 emergency response. The CRN shall offer assistance and services to school sites or other local sites that
6 request emergency services. The CRN shall maintain an appropriate roster of trained volunteers to
7 respond accordingly. Services shall be ~~conducted for identified~~ provided to students, parents/caretakers,
8 and community providers and staff as appropriate. Crisis Response services will also include service
9 response utilizing Crisis Response Dogs as needed.

10 2) SFTS services provided to parents/caretakers and pregnant teens/minors as
11 contracted. Parent trainings shall be conducted in English, Vietnamese, Korean, Spanish and Farsi.
12 Services should be provided to ensure that high-risk Participants. ~~Incoming Referrals for case~~
13 ~~management shall be screened~~ and vulnerable populations are recruited and involved in SFTS
14 presentations. SFTS will also provide sessions to Shelter locations as contracted.

15 b. Media Literacy shall provide educational sessions and trainings to include students and
16 their respective parents. Parent training shall provide hands on technical training as appropriate. Anti-
17 bullying and cyber-bullying trainings shall include teaching strategies and skills to prevent bullying at
18 the student level. Anti-bullying training shall focus on setting a common message and universal school-
19 wide expectation. Cyber-bullying training shall provide age-specific cyber-bullying lessons and
20 strategies. School staff shall be responsible for ensuring that students receive all training appropriately
21 per the curriculum and create appropriate and consistent methodologies to track UOS as contracted.
22 Methodologies may include but are not limited to: sign in sheets, teacher or school site confirmation
23 letters/emails, and sessions of curriculum completed.

24 c. ~~to ensure enrolled Participants meet the need for services. Participants shall receive~~
25 ~~appropriate levels of case management including: Strike Team Meetings, Self Esteem/Gang Curriculum,~~
26 ~~and/or Conflict Resolution~~ shall provide educational sessions and training which includes, but is not
27 limited to: Conflict Resolution Student ~~Intervention sessions.~~

28 ~~———— b. Curriculum Groups shall include Self Esteem/Gang Curriculum material provided to 5th~~
29 ~~and 6th grade students at each GRIP school who are identified as being at risk of truant or problematic~~
30 ~~behaviors. Identified students shall be enrolled in group sessions~~ Teams, Conflict Resolution TOT
31 Events, Peer Conflict Mediation Trainings, Peer-to-Peer Youth Development Models, and Conflict
32 Resolution Youth Educational Workshops.

33 3. CONTRACTOR shall ensure that all trainings as specified in Subparagraphs 2.a.-c., above,
34 reach the intended student populations. This includes but is not limited to: selecting school sites based
35 on needs according to school/district data, selecting sites that are distributed appropriately to represent
36 all COUNTY schools, monitoring and providing support and guidance to teachers, and tracking the
37 number and location of events and students involved in each activity associated with the programs.

~~4.~~

~~c. Strike Team Meetings shall be conducted twice a year for each of the six (6) identified GRIP cities. Strike Teams shall conduct meetings at local law enforcement sites and institute family behavioral contracts.~~

~~d. Truancy and Curfew Sweeps shall be conducted in partnership with GRIP response teams and local law enforcement, and shall focus on the proximity of selected GRIP school sites.~~

~~e. Faculty Workshops shall be conducted at each selected school site to educate faculty on the expectations of the program as well as the presence of GRIP staff.~~

~~f. Enrichment Activities shall promote positive alternatives and support encouragement of goal setting. Activities shall include, but are not limited to: Girls' Clubs, Soccer Clubs, Homework Clubs, and other youth involved activities.~~

~~3.~~ CONTRACTOR shall incorporate applicable Evidence-Based Practices, or promising practices, in development of curriculums and interventions for the purpose of meeting goals and objectives.

45. CONTRACTOR shall make every reasonable effort to accommodate Participants' developmental, cultural and linguistic needs. In the event that such needs cannot be immediately met, CONTRACTOR shall seek assistance from other community resources. CONTRACTOR shall obtain Participants' consent prior to linking or transferring Participants to another service provider or community resources.

~~5~~ 6. CONTRACTOR shall clearly establish written standards/guidelines on how inter- and intra-agency Referrals will be managed. These standards/guidelines shall be approved by ADMINISTRATOR prior to implementation.

67. CONTRACTOR shall actively collaborate, coordinate, and integrate the services provided under the Agreement with ~~COUNTY's respective~~ COUNTY'S applicable programs and/or per request of ADMINISTRATOR.

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8. CONTRACTOR shall achieve, track and record at a minimum, the following Annual Units of Service as specified below. ~~FY 2013-14 will be prorated based on start of services.~~

UNIT CATEGORIES	ANNUAL CONTRACTED UNITS OF SERVICES
Total Participants CRN Services (Direct services by the CRN responders)	400 700 Students 100 School Staff 100 Parents/Caregivers 25 New Crisis Responders
Crisis Response Trainings	300 Students/5 Trainings 100 School Staff/5 Trainings 100 Parents/Caregivers/5 Trainings 100 Youth Service Providers/5 Trainings 6 In-Service Trainings for CRN Responders
Crisis Response Services through Crisis Response Dogs	300 students/5 Sites
Safe from the Start Trainings	210 Parents/15 Other Language Presentations 250 Parents/6 English Presentations
Safe from the Start Trainings for Pregnant Teens /Teen Parents	180 Pregnant Teens/ Minors/15 Presentations
Case Management Sessions Safe from the Start Shelter Project	6,000 3 Sites 24 Residents/9 Sessions
Curriculum Groups Anti-Bullying Trainings	161 10 School Sites 7,500 Students 50 School Staff 200 Ambassadors
Strike Team Meetings Cyber-Bullying Trainings	12 8 Sites (School/Alternative Sites) 1,000 Students/18 Student Trainings 135 School Staff and 150 Parents/7 Trainings
Truancy Sweeps Media Literacy Trainings	6 300 Parents and 50 School Staff/10 Trainings
Curfew Sweeps	2
Faculty Conflict Resolution Trainings/ Youth Workshops	36 105 School Staff /8 TOT Trainings 200 Students/10 Trainings/Workshops
Enrichment Activities Student Conflict Resolution Teams	57 100 Students/10 Trainings

89. CONTRACTOR shall collect data including demographics such as age groups, race and

1 ethnicity, and culture/community (e.g., veterans, deaf and hard of hearing; Lesbian, Gay, Bisexual,
2 Transgender, Questioning, and Intersex).

3 ~~9~~ 10. CONTRACTOR shall when applicable, actively engage and promote interested
4 Participants in becoming volunteers and provide them with necessary support and opportunities to apply
5 knowledge and skills learned for the benefits of the Participants and the community.

6 C. OUTCOME MEASURES

7 1. CONTRACTOR shall track and implement ADMINISTRATOR approved outcome
8 measures across all services. Outcome measures shall measure program impact on individuals and
9 system levels ~~of targeted populations. Outcomes to be measured shall include, but are not limited to:~~
10 ~~protective factors, resiliency measures, and student level/parent level changes~~ in respect to targeted
11 populations.

12 2. CONTRACTOR shall be responsible for measuring and reporting outcome data on which
13 priority populations are being reached, how the program is contributing to Participants' ~~Behavioral~~
14 ~~Health Conditions~~ behavioral health conditions and Referrals ~~and Linkages~~ to other programs as
15 appropriate.

16 3. CONTRACTOR shall complete all surveys, tools, and pre and post tests for measurement
17 of outcomes of services, as requested by ADMINISTRATOR. Said measurements shall include, but are
18 not limited to, ~~resiliency tools, customized surveys~~ outcome tools, school level ~~attendance~~ district level
19 data, and ~~other measures as requested~~ pre and deemed appropriate. post-test surveys. CONTRACTOR
20 shall measure and report on the outcomes of services in accordance with the following:

21 a. ~~By the end of each fiscal period, a~~ A minimum of seventy percent (70%) of ~~the~~
22 ~~students~~ sites receiving ~~case management services will have increased school attendance as reported by~~
23 ~~school attendance data.~~

24 CRN Services from CRN Responders

25 ~~b. By the end of each fiscal period, a minimum of seventy percent (70%) of students~~
26 ~~receiving gang prevention and resiliency building curricula will report an increase in resiliency and~~
27 ~~coping skills as measured by pre and post surveys.~~

28 ~~c. By the end of each fiscal period, a minimum of seventy percent (70%) of parents will~~
29 ~~report an increase in family functioning and/or social support after completion of a case management~~
30 ~~action plan as measured by pre and post surveys~~ that .

31 ~~d. By the end of each fiscal period, a minimum of seventy percent (70%) of participants~~
32 ~~will report decreased truancy~~ are better able to cope with a stressful event and practice self-care.

33 ~~b. A~~ ~~e. By the end of each fiscal period, a~~ minimum of seventy percent
34 (70%) of participants ~~will report decreased curfew violations~~ who receive Crisis Response Training will
35 report additional skills to reduce the impact of trauma.

36 c. A minimum of seventy percent (70%) of parents and parenting minors who complete
37 the SFTS training will demonstrate an increase in parenting skills.

d. A minimum of seventy percent 70% of participants who complete the SFTS series will develop confidence in their comprehensive skill-set to parent more effectively.

e. A minimum of fifty percent (50%) of parents will report that they demonstrated the ability to use strategies to ensure their children’s safety when they are online and/or using technology.

f. ~~By the end of each fiscal period, a~~ A minimum of ~~seventy~~ fifty percent 50% of students will report an increase in skills to prevent/stand up to bullying and cyber-bullying.

g. A minimum of seventy percent (70%) of ~~faculty~~ students participating in the ~~Faculty Workshops~~ Conflict Resolution Teams will report increased ~~access to support services for students~~ ability to utilize skills to resolve conflicts.

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

VI. STAFFING

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

<u>PROGRAM</u>	<u>FTEs</u>
— Budget and Financial Control <u>Manager Safe</u>	0.12 <u>0.32</u>
<u>Schools</u>	
— Human Relations Specialist <u>Program</u>	0.18 <u>0.70</u>
<u>Manager</u>	
<u>Senior Administrative Assistant III</u>	<u>0.30</u>
<u>Administrative Assistant III</u>	<u>1.20</u>
Office <u>Program</u> <u>Specialist</u>	0.08 <u>2.12</u>
<u>SUBTOTAL ADMINISTRATION</u>	<u>0.38</u>
<u>DIRECT PROGRAM</u>	
<u>Program</u> Director <u>Assistant</u>	0.35 <u>1.00</u>
Case Manager <u>Short Term</u>	3.00 <u>0.68</u>
SUBTOTAL <u>Project</u> <u>Liaison-Conflict</u>	3.35 <u>0.50</u>
<u>Resolution</u> <u>PROGRAM</u>	
<u>Subcontractor</u>	<u>0.13</u>
TOTAL FTEs	3.73 <u>6.95</u>

B. CONTRACTOR shall make its best effort to include bilingual/bicultural services to meet the diverse needs of the community threshold languages as determined by ADMINISTRATOR COUNTY. Whenever possible, bilingual/bicultural staff should be retained. Any staffing vacancies occurring at a

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

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

12 D. CONTRACTOR is highly encouraged to augment the above paid staff with qualified and
 13 trained volunteers and/or interns upon written approval of ADMINISTRATOR. CONTRACTOR shall
 14 provide ongoing supervision to volunteers and/or interns consistent with the prevailing educational and
 15 practice standards or as specified by ADMINISTRATOR.

16 E. CONTRACTOR shall maintain personnel files for each staff member, both administrative and
 17 programmatic, both direct and indirect, which shall include, but not be limited to, an application for
 18 employment, qualifications for the position, documentation of bicultural/bilingual capabilities (if
 19 applicable), pay rate and evaluations justifying pay increases.

20 F. CONTRACTOR shall establish clear P&Ps pertaining to staff's work location options (i.e.
 21 office vs. field/home) and equipment usage (e.g., cell phones, texting devices, and computers). The
 22 P&Ps shall address at the minimum the following:

- 23 1. Eligibility and selection criteria;
- 24 2. Staff's field/home on-duty conduct and responsibilities;
- 25 3. Supervision plan of staff and equipment including emergency procedure; and
- 26 4. Confidentiality and records keeping.

27 G. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
 28 any staffing vacancies that occur during the term of the Agreement.

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

32 ~~I. — F. CONTRACTOR is highly encouraged to augment the above paid staff with qualified~~
 33 ~~and trained volunteers and/or interns. CONTRACTOR shall provide ongoing supervision to volunteers~~
 34 ~~and/or interns consistent with the prevailing educational and practice standards or as specified by~~
 35 ~~ADMINISTRATOR.~~

36 CONTRACTOR shall ensure that all staff, albeit paid or unpaid, complete necessary training prior to
 37 discharging duties associated with their titles and any other training necessary to assist the

1 CONTRACTOR and COUNTY to be in compliance with prevailing standards of practice as well as
2 State and Federal regulatory requirements.

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

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

10
11 **VI. REPORTS**

12 ~~A. FISCAL~~

13 ~~1. EXPENDITURE AND REVENUE REPORT CONTRACTOR shall submit monthly~~
14 ~~Expenditure and Revenue Reports to ADMINISTRATOR. These reports shall be on a form acceptable~~
15 ~~to, or provided by, ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's~~
16 ~~program described in the Services Paragraph of this Exhibit A to the Agreement. Any changes,~~
17 ~~modifications, or deviations to any approved budget line item must be approved in advance and in~~
18 ~~writing by ADMINISTRATOR and annotated on the monthly Expenditure and Revenue Report, or said~~
19 ~~cost deviations may be subject to disallowance. //~~

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EXHIBIT B
TO AGREEMENT FOR PROVISION OF
SCHOOL-BASED VIOLENCE PREVENTION EDUCATION SERVICES
BETWEEN
COUNTY OF ORANGE
AND
ORANGE COUNTY DEPARTMENT OF EDUCATION
JULY 1, 2015 THROUGH JUNE 30, 2018

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. Such reports shall be submitted to ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.~~

~~2. YEAR-END REPORT — CONTRACTOR shall submit Year End Projection Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall report anticipated year end actual costs and revenues for~~

1 ~~CONTRACTOR's program described in the Services paragraph of Exhibit A to the Agreement. Such~~
2 ~~reports shall include actual monthly costs and revenue to date and anticipated monthly costs and revenue~~
3 ~~to the end of the fiscal year, and shall include a projection narrative justifying the year-end projections.~~
4 ~~Year End Projection Reports shall be submitted in conjunction with the Monthly Expenditure and~~
5 ~~Revenue Reports.~~

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

16 ~~— C. PROGRAMMATIC — Throughout the term of the Agreement, CONTRACTOR shall submit~~
17 ~~monthly programmatic reports to ADMINISTRATOR, shall be submitted to ADMINISTRATOR no~~
18 ~~later than twenty (20) calendar days following the end of the month being reported. Programmatic~~
19 ~~reports shall be in a format(s) approved by ADMINISTRATOR and shall include a description of~~
20 ~~CONTRACTOR's progress in implementing the provisions of the Agreement, and any pertinent facts or~~
21 ~~interim findings, staff changes, status of licenses and/or certifications, changes in population served and~~
22 ~~reasons for any such changes. CONTRACTOR shall be prepared to present and discuss their~~
23 ~~programmatic reports at their monthly scheduled meetings with ADMINISTRATOR and shall state~~
24 ~~whether or not it is progressing satisfactorily in achieving all the terms of the Agreement, and if not,~~
25 ~~shall specify what steps are being taken to achieve satisfactory progress.~~

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

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

32 **VII. RESPONSIBILITIES**

33 ~~— A. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all~~
34 ~~CONTRACTOR and ADMINISTRATOR P&Ps as they pertain to the services provided in the~~
35 ~~Agreement. CONTRACTOR shall obtain signature confirmation of the P&P Training for each staff~~
36 ~~member and place in their personnel files.~~
37

~~1 B. CONTRACTOR shall ensure that Annual Compliance Training is completed as set forth in
2 Subparagraph C. of the Compliance Paragraph of the Agreement.~~

~~3 C. CONTRACTOR shall attend regular meetings with ADMINISTRATOR to discuss contractual
4 and other issues related to, but not limited to, compliance with P&P, program services, and performance
5 objectives and outcomes.~~

~~6 D. CONTRACTOR shall provide effective administrative management of the budget, staffing,
7 recording, and reporting portion of the Agreement with the COUNTY. If administrative responsibilities
8 are delegated to subcontractors, CONTRACTOR must ensure that subcontractor(s) possess the
9 qualifications and capacity to perform all delegated responsibilities. The responsibilities include, but are
10 not limited to, the following:~~

~~11 1. Designate the responsible position(s) in your organization for managing the funds allocated
12 to program;~~

~~13 2. Maximize use of allocated funds;~~

~~14 3. Ensure timely and accurate reporting of monthly expenditures;~~

~~15 4. Maintain appropriate staffing levels;~~

~~16 5. Request budget and/or staffing modifications to the Agreement;~~

~~17 6. Effectively communicate and monitor the program for its success;~~

~~18 7. Track and report expenditures electronically;~~

~~19 8. Maintain electronic and telephonic communication between key staff and the
20 ADMINISTRATOR; and~~

~~21 9. Act quickly to identify and solve problems.~~

~~22 E. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional
23 welfare of Participants, including but not limited to serious physical harm to self or others, serious
24 destruction of property, developments, etc., and which may raise liability issues with COUNTY, and
25 shall advise ADMINISTRATOR of any special incidents, conditions, or issues that adversely affect the
26 quality or accessibility of Participant related services provided by, or under contract with COUNTY, as
27 set forth in Subparagraph C. of the Notices Paragraph of the Agreement.~~

~~28 The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs
29 B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the covered entity
30 (COUNTY).~~

~~31 F. CONTRACTOR agrees therefore to be in compliance at all times with the terms of this
32 Business Associate Contract and the applicable standards, implementation specifications,
33 and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended,
34 with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed
35 pursuant to the Agreement.~~

~~36 B. DEFINITIONS~~

~~37 1. "Administrative Safeguards" are administrative actions, and policies and procedures, to~~

1 manage the selection, development, implementation, and maintenance of security measures to protect
 2 electronic PHI and to manage the conduct of CONTRACTOR's workforce in relation to the protection
 3 of that information.

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

6 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6 10. "PHI" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §
7 160.103.

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

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

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

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

19 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in
20 45 CFR § 160.103.

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

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

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

29 ~~C. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,~~
30 ~~with respect to any person served under the terms of the Agreement. Further, CONTRACTOR agrees~~
31 ~~that the funds provided hereunder shall not be used to promote, directly or indirectly, any religion,~~
32 ~~religious creed or cult, denomination or sectarian institution, or religious belief.~~

33 ~~— G. CONTRACTOR shall not engage in, or permit any of its employees, subcontractors, or~~
34 ~~volunteers to conduct research activity on Participants without obtaining prior written authorization~~
35 ~~from ADMINISTRATOR.~~

36 ~~— H. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program to~~
37 ~~ensure compliance with Units of Service standards, productivity, and performance measures.~~

~~I. ADMINISTRATOR shall monitor CONTRACTOR's completion of corrective action plans.~~

~~J. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:~~

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

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

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

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

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

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

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

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

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

10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to

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

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

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

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

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

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

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

1 consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or
 2 other applicable laws. COUNTY may terminate the Agreement upon thirty (30) days written notice in
 3 the event:

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

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

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

12 D. SECURITY RULE

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

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

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

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

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

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

37 //

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

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

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

10 E. DATA SECURITY REQUIREMENTS

11 1. Personal Controls

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

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

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

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

37 //

1 2. Technical Security Controls

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

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

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

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

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

25 f. ~~ADMINISTRATOR shall monitor CONTRACTOR’s compliance with~~
26 ~~ADMINISTRATOR’s P&Ps.~~

27 ~~— K. CONTRACTOR and ADMINISTRATOR may mutually agree in writing, to modify the~~
28 ~~Responsibilities Paragraph of this Exhibit A to the Agreement.~~

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

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

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

10 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

20 1) The Disclosure is required by law; or

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

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

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

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

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

35 H. PROHIBITED USES AND DISCLOSURES

36 1. CONTRACTOR shall not disclose PHI COUNTY discloses to CONTRACTOR or
 37 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY about an individual to

1 a health plan for payment or health care operations purposes if the PHI pertains solely to a health care
 2 item or service for which the health care provider involved has been paid out of pocket in full and the
 3 individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

4 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI
 5 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on
 6 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC §
 7 17935(d)(2).

8 I. OBLIGATIONS OF COUNTY

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

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

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

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

20 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

1 further Uses and Disclosures of such PHI to those purposes that make the return or destruction
2 infeasible, for as long as CONTRACTOR maintains such PHI.

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

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EXHIBIT C
TO AGREEMENT FOR PROVISION OF
SCHOOL-BASED VIOLENCE PREVENTION EDUCATION SERVICES
BETWEEN
COUNTY OF ORANGE
AND
ORANGE COUNTY DEPARTMENT OF EDUCATION
JULY 1, 2015 THROUGH JUNE 30, 2018

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 or tribal inspector general, or an administrative body authorized to require the production of

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

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

8 B. TERMS OF AGREEMENT

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

13 2. Responsibilities of CONTRACTOR

14 CONTRACTOR agrees:

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

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

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

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

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

36 3) If the data obtained by CONTRACTOR from COUNTY includes PII,
 37 CONTRACTOR shall also comply with the substantive privacy and security requirements in the

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

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

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

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

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

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

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

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