

AGREEMENT FOR PROVISION OF
VETERAN BEHAVIORAL HEALTH PEER SUPPORT SERVICES
BETWEEN
COUNTY OF ORANGE
AND
WORKING WARDROBES FOR A NEW START
JULY 1, 2019 THROUGH JUNE 30, 2022

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

WITNESSETH:

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

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

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

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TABLE OF CONTENTS

<u>PARAGRAPH</u>	<u>PAGE</u>
Title Page.....	1
Table of Contents	2
Referenced Contract Provisions	4
I. Acronyms	5
II. Alteration of Terms	6
III. Assignment of Debts	6
IV. Compliance	6
V. Confidentiality.....	10
VI. Conflict of Interest	11
VII. Cost Report.....	11
VIII. Delegation, Assignment and Subcontracts.....	13
IX. Dispute Resolution	15
X. Employee Eligibility Verification	16
XI. Equipment	16
XII. Facilities, Payments and Services.....	17
XIII. Indemnification and Insurance	17
XIV. Inspections and Audits.....	22
XV. Licenses and Laws	23
XVI. Literature, Advertisements, and Social Media.....	24
XVII. Maximum Obligation.....	25
XVIII. Minimum Wage Laws	25
XIX. Nondiscrimination.....	26
XX. Notices.....	28
XXI. Notification of Death	29
XXII. Notification of Public Events and Meetings	30
XXIII. Records Management and Maintenance	30
XXIV. Research and Publication.....	32
XXV. Severability.....	32
XXVI. Special Provisions	32
XXVII. Status of Contractor	33
XXVIII. Term	33
XXIX. Termination	34
XXX. Third Party Beneficiary	36
XXXI. Waiver of Default or Breach.....	36
Signature Page.....	37

TABLE OF CONTENTS**EXHIBIT A****PAGE**

I. Definitions	1
II. Budget	3
III. Payments	5
IV. Reports.....	6
V. Services	7
VI. Staffing	12

EXHIBIT B

I. Business Associate Contract.....	1
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EXHIBIT C

I. Personal Information Privacy and Security Contract.....	1
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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2019 through June 30, 2022

Period One means the period from July 1, 2019 through June 30, 2020

Period Two means the period from July 1, 2020 through June 30, 2021

Period Three means the period from July 1, 2021 through June 30, 2022

Not to Exceed Amount: \$1,500,000

Period One Maximum Obligation: \$ 500,000

Period Two Maximum Obligation: 500,000

Period Three Maximum Obligation: 500,000

TOTAL MAXIMUM OBLIGATION: \$1,500,000

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 04-119-2241

CONTRACTOR TAX ID Number: 33-0669145

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: Working Wardrobes for a New Start
1851 Kettering Street
Irvine, CA 92614
Jerri L. Rosen, Chief Executive Officer/Founder
jerrir@workingwardrobes.org

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I. ACRONYMS

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

A.	ARRA	American Recovery and Reinvestment Act
B.	CCC	California Civil Code
C.	CCR	California Code of Regulations
D.	CEO	County Executive Office
E.	CFR	Code of Federal Regulations
F.	CHPP	COUNTY HIPAA Policies and Procedures
G.	COI	Certificate of Insurance
H.	CRN	Crisis Response Network
I.	DHCS	Department of Health Care Services
J.	DRS	Designated Record Set
K.	GAAP	General Accepted Accounting Principles
L.	HCA	Health Care Agency
M.	HHS	Health and Human Services
N.	HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
O.	HITECH Act	Health Information Technology for Economic and Clinical Health Act, Public Law 111-005
P.	HSC	California Health and Safety Code
Q.	ISO	Insurance Services Office
R.	MHSA	Mental Health Services Act
S.	NPP	Notice of Privacy Practices
T.	OIG	Office of Inspector General
U.	OMB	Office of Management and Budget
V.	OPM	Federal Office of Personnel Management
W.	PC	State of California Penal Code
X.	PEI	Prevention and Early Intervention
Y.	PHI	Protected Health Information
Z.	PII	Personally Identifiable Information
AA.	P&P	Policy and Procedure
AB.	PRA	Public Record Act
AC.	SIR	Self-Insured Retention
AD.	SFTS	Safe from the Start
AE.	TOT	Train the Trainer
AF.	USC	United States Code

1 AG. VPE Violence Prevention Education
2 AH. WIC State of California Welfare and Institutions Code
3

4 **II. ALTERATION OF TERMS**

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

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

12 **III. ASSIGNMENT OF DEBTS**

13
14 Unless this Agreement is followed without interruption by another Agreement between the Parties
15 hereto for the same services and substantially the same scope, at the termination of this Agreement,
16 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of
17 persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by
18 mail each of the respective Parties, specifying the date of assignment, the County of Orange as assignee,
19 and the address to which payments are to be sent. Payments received by CONTRACTOR from or on
20 behalf of said persons, shall be immediately given to COUNTY.

21 **IV. COMPLIANCE**

22
23 A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for
24 the purpose of ensuring adherence to all rules and regulations related to federal and state health care
25 programs.

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

29 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
30 compliance program, code of conduct and any compliance related policies and procedures.
31 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall
32 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required
33 elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to
34 this Agreement. These elements include:

- 35 a. Designation of a Compliance Officer and/or compliance staff.
- 36 b. Written standards, policies and/or procedures.
- 37 c. Compliance related training and/or education program and proof of completion.

- d. Communication methods for reporting concerns to the Compliance Officer.
- e. Methodology for conducting internal monitoring and auditing.
- f. Methodology for detecting and correcting offenses.
- g. Methodology/Procedure for enforcing disciplinary standards.

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

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

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

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

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

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

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

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

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

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

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

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

34 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or
35 entity is currently excluded, suspended or debarred, or is identified as such after being sanction
36 screened. Such individual or entity shall be immediately removed from participating in any activity
37 associated with this Agreement. ADMINISTRATOR will determine appropriate repayment from, or

1 sanction(s) to CONTRACTOR for services provided by ineligible person or individual.
 2 CONTRACTOR shall promptly return any overpayments within forty-five (45) business days after the
 3 overpayment is verified by ADMINISTRATOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

35 1. CONTRACTOR shall take reasonable precaution to ensure that the coding of health care
 36 claims, billings and/or invoices for same are prepared and submitted in an accurate and timely manner
 37 and are consistent with federal, state and county laws and regulations. This includes compliance with

1 federal and state health care program regulations and procedures or instructions otherwise
2 communicated by regulatory agencies including the Centers for Medicare and Medicaid Services or
3 their agents.

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

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

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

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

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

17 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural
18 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural
19 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
20 §1810.410.subds.(c)-(d).

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

27 28 **V. CONFIDENTIALITY**

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

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

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1 resignations or terminations of CONTRACTOR members of the Board of Directors or its designee or
2 authorized agent, employees, consultants, subcontractors, volunteers and interns.

4 **VI. CONFLICT OF INTEREST**

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

14 **VII. COST REPORT**

15 A. CONTRACTOR shall submit separate Cost Reports for Period One and Period Two, or for a
16 portion thereof, to COUNTY no later than sixty (60) calendar days following the period for which they
17 are prepared or termination of this Agreement. CONTRACTOR shall prepare the Cost Report in
18 accordance with all applicable federal, state and COUNTY requirements, GAAP and the Special
19 Provisions Paragraph of this Agreement. CONTRACTOR shall allocate direct and indirect costs to and
20 between programs, cost centers, services, and funding sources in accordance with such requirements and
21 consistent with prudent business practice, which costs and allocations shall be supported by source
22 documentation maintained by CONTRACTOR, and available at any time to ADMINISTRATOR upon
23 reasonable notice.

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

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

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

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

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

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

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

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

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

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

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

Signed _____
 Name _____
 Title _____
 Date _____"

VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IX. DISPUTE RESOLUTION

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

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

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

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

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

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

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

4 5 **X. EMPLOYEE ELIGIBILITY VERIFICATION**

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

15 16 **XI. EQUIPMENT**

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

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

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

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

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

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

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

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

XII. FACILITIES, PAYMENTS AND SERVICES

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

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

XIII. INDEMNIFICATION AND INSURANCE

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

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

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

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

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

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

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

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

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

F. QUALIFIED INSURER

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles 4 passengers or less	\$1,000,000 per occurrence
Passenger vehicles (7 passengers or less)	\$2,000,000 per occurrence
Passenger vehicles (8 passengers or more)	\$5,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims -made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

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1 H. REQUIRED COVERAGE FORMS

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

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

6 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

U. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

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

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

XIV. INSPECTIONS AND AUDITS

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

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

C. AUDIT RESPONSE

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

2. If the audit reveals that money is payable from one Party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one Party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement is not received within said sixty (60) calendar days, COUNTY may,

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1 in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an
2 amount not to exceed the reimbursement due COUNTY.

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

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

10 11 **XV. LICENSES AND LAWS**

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

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

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

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

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

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

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

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

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

XVI. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

A. COUNTY owns all rights to the name, logos, and symbols of COUNTY. The use and/or reproduction of COUNTY's name, logos, or symbols for any purpose, including commercial advertisement, promotional purposes, announcements, displays, or press releases, without COUNTY's prior written consent is expressly prohibited.

B. CONTRACTOR may develop and publish information related to this Agreement where all of the following conditions are satisfied:

1. ADMINISTRATOR provides its written approval of the content and publication of the information at least 30 days prior to CONTRACTOR publishing the information, unless a difference timeframe for approval is agreed upon by the ADMINISTRATOR;

2. Unless directed otherwise by ADMINISTRATOR, the information includes a statement that the program, wholly or in part, is funded through COUNTY, State and Federal government funds [funds identified as applicable];

3. The information does not give the appearance that the COUNTY, its officers, employees, or agencies endorse:

- a. any commercial product or service; and,
- b. any product or service provided by CONTRACTOR, unless approved in writing by ADMINISTRATOR; and,

4. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) to publish information related to this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. The policy is available on the Internet at <http://www.ocgov.com/gov/ceo/cio/govpolicies>.

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

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

XVII. MAXIMUM OBLIGATION

A. The Total Maximum Obligation of COUNTY for services provided in accordance with this Agreement, and the separate Maximum Obligations for each period under this Agreement, are 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.

XVIII. MINIMUM WAGE LAWS

A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the

1 federal or California Minimum Wage to all its Covered Individuals (as defined within the "Compliance"
 2 paragraph of this Agreement) that directly or indirectly provide services pursuant to this Agreement, in
 3 any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals
 4 providing services pursuant to this Agreement be paid no less than the greater of the federal or
 5 California Minimum Wage.

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

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

14 **XIX. NONDISCRIMINATION**

15 **A. EMPLOYMENT**

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

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

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

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

36 5. All solicitations or advertisements for employees placed by or on behalf of
 37 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration

for employment without regard to race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements shall be deemed fulfilled by use of the term EOE.

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

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

1. Denying a Client or potential Client any service, benefit, or accommodation.
2. Providing any service or benefit to a Client which is different or is provided in a different manner or at a different time from that provided to other Clients.
3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service and/or benefit.
4. Treating a Client differently from others in satisfying any admission requirement or condition, or eligibility requirement or condition, which individuals must meet in order to be provided any service and/or benefit.

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

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

1. Whenever possible, problems shall be resolved at the point of service. CONTRACTOR shall establish an internal informal problem resolution process for Clients not able to resolve such

1 problems at the point of service. Clients may initiate a grievance or complaint directly with
2 CONTRACTOR either orally or in writing.

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

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

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

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 as amended
14 (42 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of
15 discrimination against qualified persons with disabilities in all programs or activities, and if applicable,
16 as implemented in Title 45, CFR, §84.1 et seq., as they exist now or may be hereafter amended together
17 with succeeding legislation.

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

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

27 **XX. 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 any other expedited delivery service.
37

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

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

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

XXI. NOTIFICATION OF DEATH

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

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

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

2. WRITTEN NOTIFICATION

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

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

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

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

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1 **XXII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

9
10 **XXIII. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

26 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit
27 or site visit.

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

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

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

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

4 5 **XXIV. RESEARCH AND PUBLICATION**

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

9 10 **XXV. SEVERABILITY**

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

16 17 **XXVI. SPECIAL PROVISIONS**

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

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

37 //

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

10. Supplanting current funding for existing services.

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

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

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

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

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

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

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

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

8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for CONTRACTOR's Clients.

XXVII. STATUS OF CONTRACTOR

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

XXVIII. TERM

A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided in this Agreement. CONTRACTOR shall be obligated to perform such duties as would normally extend

beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting, and accounting.

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

XXIX. TERMINATION

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

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

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

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

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

E. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36 9. Provide written notice of termination of services to each Client being served under this
37 Agreement, within fifteen (15) calendar days of receipt of termination notice. A copy of the notice of

1 termination of services must also be provided to ADMINISTRATOR within the fifteen (15) calendars
2 day period.

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

5
6 **XXX. THIRD PARTY BENEFICIARY**

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

10
11 **XXXI. WAIVER OF DEFAULT OR BREACH**

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

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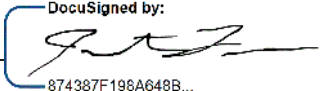
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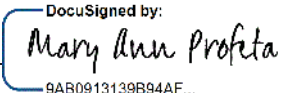
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1 IN WITNESS WHEREOF, the Parties have executed this Agreement, in the County of Orange,
2 State of California.

3
4 WORKING WARDROBES FOR A NEW START

5
6 BY:  _____ DATED: 4/20/2019
7
8

9
10 TITLE: Board of Directors- Chairman
11

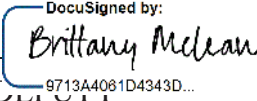
12 BY:  _____ DATED: 4/20/2019
13
14

15
16 TITLE: Secretary
17

18
19 COUNTY OF ORANGE
20

21
22 BY: _____ DATED: _____
23 HEALTH CARE AGENCY
24

25
26 APPROVED AS TO FORM
27 OFFICE OF THE COUNTY COUNSEL
28 ORANGE COUNTY, CALIFORNIA
29

30 BY:  _____ DATED: 4/22/2019
31
32

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

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
VETERAN BEHAVIORAL HEALTH PEER SUPPORT SERVICES
BETWEEN
COUNTY OF ORANGE
AND
WORKING WARDROBES FOR A NEW START
JULY 1, 2019 THROUGH JUNE 30, 2022

I. DEFINITIONS

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

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

2. Case Management means a process of identification, assessment of need, planning, coordination and linkage to available resources. This will include casework activities tailored to achieve the best possible resolution to individual needs in the most effective way possible. This includes supportive assistance to the Participant.

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

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

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

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

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

8. Innovation Projects means programs that are designed as research projects to evaluate the effectiveness of new approaches and practices. Innovation projects emphasize contribution to learning rather than service delivery. Projects are limited to a maximum of five years.

9. IRIS refers to a collection of applications and databases that serve the needs of programs within the COUNTY and includes functionality such as registration and scheduling, laboratory

1 information system, billing and reporting capabilities, compliance with regulatory requirements,
2 electronic medical records and other relevant applications.

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

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

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

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

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

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

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

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

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

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

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

34 17. Outcome means measurable change that occurs as a result of a project's overall
35 performance in implementing its services.

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

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

20. Paraprofessional means a title given to persons, in various occupational fields, such as education, healthcare, or Mental Health Field under this Agreement, who are trained to assist other clinicians/professional but are not licensed or in the licensing process at a professional level.

21. Peer Navigator means a veteran, active military personnel, or family member who has lived experience with the military culture.

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

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

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

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

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

27. Referral means providing community and behavioral health resources to a Participant for the purpose of supporting their needs.

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

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

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

II. BUDGET

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

	<u>TOTAL</u>				
ADMINISTRATIVE COSTS					
Indirect Costs	<u>\$ 49,238</u>	<u>\$ 49,238</u>	<u>\$ 49,238</u>	<u>\$ 147,714</u>	
SUBTOTAL ADMINISTRATIVE COSTS	\$ 49,238	\$ 49,238	\$ 49,238	\$ 147,714	
PROGRAM COSTS					
Salaries	\$245,496	\$245,496	\$245,496	\$ 736,488	
Benefits	54,255	54,255	54,255	162,765	
Services and Supplies	71,691	71,691	71,691	23,897	
Flexible Funds	<u>79,320</u>	<u>79,320</u>	<u>79,320</u>	<u>237,960</u>	
SUBTOTAL PROGRAM COSTS	\$450,762	\$450,762	\$450,762	\$1,352,286	
TOTAL GROSS COSTS	\$500,000	\$500,000	\$500,000	\$1,500,000	
REVENUE					
MHSA	<u>\$500,000</u>	<u>\$500,000</u>	<u>\$500,000</u>	<u>\$1,500,000</u>	
TOTAL REVENUE	\$500,000	\$500,000	\$500,000	\$1,500,000	
MAXIMUM OBLIGATION	\$500,000	\$500,000	\$500,000	\$1,500,000	

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

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

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

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

III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of \$41,666 per month. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments does not exceed COUNTY's Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

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

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

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

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

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

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

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

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

IV. REPORTS

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

B. FISCAL

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

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

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

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

D. PROGRAMMATIC – Throughout the term of the Agreement, CONTRACTOR shall submit monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR no later than the 15th of the month following the end of the month being reported. Programmatic reports shall be in a format(s) approved by ADMINISTRATOR and shall include a description of CONTRACTOR's progress in implementing the provisions of the Agreement including, but not limited to, number of active cases, number of Participants admitted/discharged, details of outreach activities and their results, any pertinent facts or interim findings, success stories and challenges, staff changes, status of licenses and/or certifications, changes in population served and reasons for any such changes.

CONTRACTOR shall be prepared to present and discuss their programmatic reports at their monthly scheduled meetings with ADMINISTRATOR and shall state whether or not it is progressing satisfactorily in achieving all the terms of the Agreement, and if not, shall specify what steps are being taken to achieve satisfactory progress.

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

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

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

V. SERVICES

A. FACILITIES

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

1851 Kettering Street
Irvine, CA 92614

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

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

B. INDIVIDUALS TO BE SERVED - CONTRACTOR shall provide services to military veterans and their families least 18 years of age and above, residing in Orange County, and in need of referral and linkage to behavioral health and/or other supportive services. The target population includes enrolled Participants with OC4Vets and veteran-serving court programs, as well as contacts made from street outreach and self-referrals.

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1 C. VETERAN BEHAVIORAL HEALTH PEER SUPPORT SERVICES

2 1. CONTRACTOR shall employ Peer Navigators to provide program support services,
3 including outreach, peer navigation sessions, screenings, housing navigation sessions, employment
4 assistance sessions, referrals, and linkages.

5 2. CONTRACTOR shall conduct outreach and engagement to recruit military veterans and
6 family members such as spouses and partners. Outreach shall be provided wherever the target
7 population congregates, including street outreach at parks, community spaces, shelters and at other
8 provider locations.

9 3. CONTRACTOR shall establish collaborative relationships and coordinate with existing
10 programs to assist in reaching veterans and active military personnel.

11 4. CONTRACTOR shall provide referrals and linkages to community resources to assist
12 Participants and outreach contacts with accessing appropriate services and supports.

13 5. CONTRACTOR shall provide transportation to Participants to address barriers to accessing
14 services and/or ensure linkage to service provider. Transportation can include providing an accompanied
15 ride in a vehicle or bus pass as appropriate.

16 6. CONTRACTOR shall complete all necessary forms required by the County

17 7. CONTRACTOR shall administer all pre-tests, post-tests, and outcome measures decided
18 upon with HCA

19 8. CONTRACTOR shall develop an internal quality management procedure for all
20 documentation to be reviewed with HCA.

21 9. ADMINISTRATOR shall monitor and have the right to inspect all services and locations
22 CONTRACTOR is providing under the terms of the Agreement.

23 10. CONTRACTOR shall cooperate in data collection in order to develop baseline figures for
24 future evaluation and report performance.

25 11. CONTRACTOR shall complete Performance Outcome Measures as required by
26 ADMINISTRATOR on a form that has been previously approved by Administrator.

27 12. CONTRACTOR shall ensure that all clinical documentation is completed promptly and is
28 reflected in the Participant's record within twenty-four (24) hours after the completion of services.

29 D. FLEXIBLE FUNDS

30 1. CONTRACTOR shall follow the procedures identified below and as specified by
31 ADMINISTRATOR, regarding the request for, use, and accounting of Individual Services and Support
32 funds (Flexible Funds):

33 a. Flexible Funds shall be individualized, appropriate, reasonable, and justified for the
34 Participant's overall quality of life;

35 b. Flexible Funds may be utilized when other community resources such as
36 family/friends, food banks, shelters, charitable organizations, etc., are not available and/or accessible in
37 a timely manner, or are not appropriate for a Participants's situation. Designated CONTRACTOR staff

1 shall assist Participants in exploring other available resources, whenever possible, prior to utilizing
2 Flexible Funds;

3 c. Flexible Funds expenditures for various types of purchases shall be identified as
4 allowable, unallowable, or require discussion with ADMINISTRATOR;

5 d. Flexible Funds shall not be given in the form of cash to any Participant;

6 e. Pre-purchases shall only be for food, transportation, housing or other purchases as
7 required and appropriate, and approved in advance and in writing, by ADMINISTRATOR;

8 f. Pre-purchases of food and transportation vouchers and/or gift cards shall be limited to
9 a combined one thousand dollars (\$1,000) supply on-hand at any given time, and that all voucher and/or
10 gift card purchases and disbursements shall be tracked and logged by designated CONTRACTOR staff.
11 Vouchers and/or gift cards shall be limited in monetary value to not more than twenty-five dollars (\$25)
12 each, unless otherwise approved, in advance and in writing, by ADMINISTRATOR. CONTRACTOR
13 shall provide a monthly inventory report that includes an accurate accounting of all vouchers and gift
14 cards on hand in CONTRACTOR's program on a form approved by ADMINISTRATOR. The Flexible
15 Funds report shall be submitted with CONTRACTOR's monthly Expenditure and Revenue Report; and

16 g. Emergency housing such as a motel shall be on a case-by-case basis, and only after
17 obtaining ADMINISTRATOR approval, and shall be time-limited in nature, and utilized while more
18 appropriate housing is being located. Flexible Funds shall not to be used for housing for Participants
19 that have not been enrolled in CONTRACTOR's program unless approved, in advance and in writing,
20 by ADMINISTRATOR.

21 2. CONTRACTOR's process for documenting and accounting for all Flexible Fund
22 expenditures, shall include, but not be limited to, retention of comprehensible source documentation
23 such as receipts, copies of lease/rental agreements for Participant housing, and general ledgers.

24 3. CONTRACTOR shall obtain written authorization from ADMINISTRATOR for individual
25 purchases made on behalf of a Participant and/or Participant family member(s) in the amount(s) as
26 determined by ADMINISTRATOR.

27 a. Gift cards and vouchers for Participants shall be securely stored and documentation of
28 their disbursement, including end-of-year process accounting for gift cards still in staff possession, shall
29 be maintained by CONTRACTOR.

30 b. A single Flexible Fund expenditure, in excess of five hundred dollars (\$500), shall not
31 be made without prior written approval of ADMINISTRATOR. In emergency situations,
32 CONTRACTOR may exceed the five hundred dollars (\$500) limit, if appropriate and justified, and shall
33 notify ADMINISTRATOR the next business day of such an expense. Said notification shall include
34 total costs and a justification for the expense. Failure to notify ADMINISTRATOR within the specified
35 timeframe may result in disallowance of the expenditure.

36 4. CONTRACTOR shall designate staff to authorize Flexible Fund expenditures and that the
37 mechanism used to ensure this staff has timely access to Flexible Funds is identified.

5. CONTRACTOR shall report Flexible Funds expenditure detail monthly, on a form provided or approved by ADMINISTRATOR. The Flexible Fund report shall be submitted with CONTRACTOR's monthly Expenditure and Revenue Report. The report shall be submitted to ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly report.

6. CONTRACTOR shall provide screening of outreach contacts and enrolled Participants to identify needs. For enrolled Participants, assessment will include identification of needs and current resources to determine the need and appropriateness of flex funds.

7. CONTRACTOR shall distribute flex funds to address the basic needs barriers that prevent Participants from accessing and/or linking to behavioral health services.

8. CONTRACTOR shall work collaboratively with OC4Vets when considering the distribution of flex funds, follow appropriate policies and procedures when administering funds, and track all flex funds used.

9. CONTRACTOR shall develop and maintain a P&P regarding Flexible Funds that incorporates at a minimum the requirements as specified in Paragraph D, above. CONTRACTOR shall submit said P&P to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Agreement. If the Flexible Fund P&P has not been approved, in writing, by ADMINISTRATOR within sixty (60) calendar days from the start of the Agreement, any subsequent Flexible Fund expenditures may be disallowed by ADMINISTRATOR. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the approved Flexible Funds P&P.

E. PRODUCTIVITY/UNITS OF SERVICE

1. CONTRACTOR shall provide, at a minimum, 240 outreach activities to 1,500 individuals.

2. CONTRACTOR shall provide, at a minimum 1,200 peer navigation sessions to enrolled and non-enrolled individuals who are military veterans or family members of a veteran.

3. CONTRACTOR shall screen, at a minimum, 1,500 individuals for OC4Vets or other behavioral health service needs.

4. CONTRACTOR shall provide, at a minimum 300 housing navigation sessions to enrolled program Participants.

5. CONTRACTOR shall provide, at a minimum, 300 employment assistance sessions to enrolled program Participants.

6. CONTRACTOR shall provide, at a minimum, 3,000 referrals during outreach activities.

7. CONTRACTOR shall provide, at a minimum, 1,200 referrals during peer navigation sessions.

8. CONTRACTOR shall provide, at a minimum, 300 referrals during housing sessions.

9. CONTRACTOR shall provide, at a minimum, 300 referrals during employment assistance sessions.

F. PERFORMANCE OUTCOMES

- 1 1. Seventy-five percent (75%) of enrolled Participants will report a decrease in barriers to
- 2 services;
- 3 2. Twenty-five percent (25%) of enrolled Participants will enter into unsubsidized
- 4 employment;
- 5 3. Thirty percent (30%) of referrals will result in confirmed linkage to services; and
- 6 4. Ninety percent (90%) of enrolled surveyed Participants will report satisfaction with
- 7 services.

8 G. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to

9 conduct research activity on COUNTY Participants without obtaining prior written authorization from

10 ADMINISTRATOR.

11 H. ADMINISTRATOR may conduct periodic reviews of CONTRACTOR to evaluate performance

12 in meeting the terms of the Agreement. ADMINISTRATOR shall notify CONTRACTOR in writing of

13 any issue(s) or concern(s) related to the provision of services pursuant to the Agreement, and request a

14 plan of corrective action, which may include, but are not be limited to, adjusting the CONTRACTOR's

15 Performance Outcomes. CONTRACTOR shall submit a written plan of corrective action for approval

16 within thirty (30) calendar days of request by ADMINISTRATOR, or as directed by

17 ADMINISTRATOR.

18 I. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,

19 with respect to any person who has been referred to CONTRACTOR by ADMINISTRATOR under the

20 terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be

21 used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian

22 institution, or religious belief.

23 J. CONTRACTOR shall provide effective administrative management of the budget, staffing,

24 recording, and reporting portion of the Agreement with the COUNTY. If administrative responsibilities

25 are delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the

26 qualifications and capacity to perform all delegated responsibilities. These responsibilities include, but

27 are not limited to, the following:

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

9. Act quickly to identify and solve problems.

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

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

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

VI. STAFFING

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

	<u>FTE</u>
PROGRAM	
Program Administrator	0.50
Lead Peer Navigator	1.00
Employment and Housing Specialist	1.00
Peer Navigators	<u>3.00</u>
SUBTOTAL PROGRAM FTE	5.50

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

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

1. Recruitment efforts shall include, but not be limited to, recruiting from the corporate, professional, educational and faith-based community organizations in COUNTY, as well as other neighborhood and cultural groups that represent the local demographics. Recruitment efforts shall take

1 into consideration the principles outlined in the MHSA and shall include those who are bilingual in
 2 threshold languages, former recipients of behavioral health services, veteran experienced, and/or family
 3 members of veterans or those who have received behavioral health services.

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

7 D. CONTRACTOR shall be responsible for the provision of all screening requirements for
 8 employees and volunteers, including but not be limited to Sanction Screening, the Department of Motor
 9 Vehicles Pull Report, and all other requirements as set forth in the Agreement.

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

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

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

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

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

- 29 1. Orientation to the program’s goals and P&Ps;
- 30 2. Training on subjects as required by state regulations; and
- 31 3. Cultural competency on peers working with the target population including Peer Support
- 32 Training, First Responder Mental Health Training, and other relevant trainings as agreed upon with the
- 33 ADMINISTRATOR.

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

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

6 K. STUDENT INTERNS

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

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

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

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

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

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EXHIBIT B
TO AGREEMENT FOR PROVISION OF
VETERAN BEHAVIORAL HEALTH PEER SUPPORT SERVICES
BETWEEN
COUNTY OF ORANGE
AND
WORKING WARDROBES FOR A NEW START
JULY 1, 2019 THROUGH JUNE 30, 2022

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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

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

3 B. DEFINITIONS

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

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

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

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

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

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

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

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

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

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

37 //

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

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

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

9 D. SECURITY RULE

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

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

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

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

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

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

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

37 //

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

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

7 E. DATA SECURITY REQUIREMENTS

8 1. Personal Controls

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

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

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

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

34 2. Technical Security Controls

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

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

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

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

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

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

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

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

1) Upper case letters (A-Z)

2) Lower case letters (a-z)

3) Arabic numerals (0-9)

4) Non-alphanumeric characters (punctuation symbols)

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

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

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

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

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

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

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

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

3 3. Audit Controls

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

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

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

17 4. Business Continuity/Disaster Recovery Control

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

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

30 5. Paper Document Controls

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

37 //

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

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

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

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

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

22 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

13 1) The Disclosure is required by law; or

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

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

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

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

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

28 H. PROHIBITED USES AND DISCLOSURES

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

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

1 I. OBLIGATIONS OF COUNTY

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

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

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

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

13 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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EXHIBIT C
TO AGREEMENT FOR PROVISION OF
VETERAN BEHAVIORAL HEALTH PEER SUPPORT SERVICES
BETWEEN
COUNTY OF ORANGE
AND
WORKING WARDROBES FOR A NEW START
JULY 1, 2019 THROUGH JUNE 30, 2022

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

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

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

B. TERMS OF AGREEMENT

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

2. Responsibilities of CONTRACTOR
CONTRACTOR agrees:

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

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

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

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

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

3) If the data obtained by CONTRACTOR from COUNTY includes PII, 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
10 effect that is known to CONTRACTOR of a use or disclosure of DHCS PI or PII by CONTRACTOR or
11 its 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
23 the 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
33 an 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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