

1                                   AGREEMENT FOR PROVISION OF  
 2                                   FULL SERVICE PARTNERSHIP/WRAPAROUND SERVICES  
 3                                   FOR YOUTHFUL OFFENDERS  
 4                                   BETWEEN  
 5                                   COUNTY OF ORANGE  
 6                                   AND  
 7                                   WAYMAKERS  
 8                                   JULY 1, 2018 THROUGH JUNE 30, 2021

9  
 10       THIS AGREEMENT entered into this 1st day of July 2018 (effective date), is by and between the  
 11 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and  
 12 WAYMAKERS, a California nonprofit corporation (CONTRACTOR). COUNTY and  
 13 CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as  
 14 “Parties.” This Agreement shall be administered by the County of Orange Health Care Agency  
 15 (ADMINISTRATOR).

16  
17                                   **W I T N E S S E T H:**  
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19       WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Full Service  
 20 Partnership/Wraparound Services for Youthful Offenders described herein to the residents of Orange  
 21 County; and

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

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

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**REFERENCED CONTRACT PROVISIONS**

**Term:** July 1, 2018 through June 30, 2021

Period One means the period from July 1, 2018 through June 30, 2019

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

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

**Maximum Obligation:**

Period One Maximum Obligation: \$ 5,313,101

Period Two Maximum Obligation: 5,186,201

Period Three Maximum Obligation: 5,186,201

TOTAL MAXIMUM OBLIGATION: \$15,685,503

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Monthly in Arrears

**CONTRACTOR DUNS Number:** 12-673-5729

**CONTRACTOR TAX ID Number:** 95-3167866

**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: Waymakers  
1221 E Dyer Road, Suite 120  
Santa Ana, CA 92705  
Attention: Ronnetta Johnson  
E-mail: rjohnson@waymakersoc.org

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## I. ACRONYMS

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

4	A. AES	Advanced Encryption Standard
5	B. AIDS	Acquired Immune Deficiency Syndrome
6	C. ARRA	American Recovery and Reinvestment Act of 2009
7	D. BBS	Board of Behavioral Sciences
8	E. BCP	Business Continuity Plan
9	F. BHS	Behavioral Health Services
10	G. CalOPTIMA	California Orange Prevention and Treatment Integrated Medical Assistance
11	H. CAP	Corrective Action Plan
12	I. CCC	California Civil Code
13	J. CCR	California Code of Regulations
14	K. CD/DVD	Compact Disc/Digital Video or Versatile Disc
15	L. CEO	County Executive Office
16	M. CFDA	Catalog of Federal Domestic Assistance
17	N. CFR	Code of Federal Regulations
18	O. CHDP	Child Health and Disability Prevention
19	P. CHHS	California Health and Human Services Agency
20	Q. CHPP	COUNTY HIPAA Policies and Procedures
21	R. CHS	Correctional Health Services
22	S. CIPA	California Information Practices Act
23	T. CMPPA	Computer Matching and Privacy Protection Act
24	U. COI	Certificate of Insurance
25	V. CPA	Certified Public Accountant
26	W. CSW	Clinical Social Worker
27	X. CYBHS	Children and Youth Behavioral Health Services
28	Y. DD	Dually Diagnosed
29	Z. DEA	Drug Enforcement Agency
30	AA. DHCS	California Department of Health Care Services
31	AB. DSH	Direct Service Hours
32	AC. D/MC	Drug/Medi-Cal
33	AD. DoD	US Department of Defense
34	AE. DPFS	Drug Program Fiscal Systems
35	AF. DRP	Disaster Recovery Plan
36	AG. DRS	Designated Record Set
37	AH. DSM-V	Diagnostic and Statistical Manual of Mental Disorders. 5th Edition

1	AI. EHR	Electronic Health Records
2	AJ. E-Mail	Electronic Mail
3	AK. ePHI	Electronic Protected Health Information
4	AL. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
5	AM. FIPS	Federal Information Processing Standards
6	AN. FQHC	Federally Qualified Health Center
7	AO. FSP	Full Service Partnership
8	AP. FTE	Full Time Equivalent
9	AQ. GAAP	Generally Accepted Accounting Principles
10	AR. HCA	County of Orange Health Care Agency
11	AS. HHS	Federal Health and Human Services Agency
12	AT. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public U
13		Law 104-191
14	AU. HITECH Act	Health Information Technology for Economic and Clinical Health
15		Act, Public Law 111-005
16	AV. HSC	California Health and Safety Code
17	AW. ICC	Intensive Care Coordination
18	AX. ID	Identification
19	AY. IEA	Information Exchange Agreement
20	AZ. IHBS	Intensive Home Based Services
21	BA. IRIS	Integrated Records and Information System
22	BB. ISO	Insurance Services Office
23	BC. LCSW	Licensed Clinical Social Worker
24	BD. LMFT	Licensed Marriage and Family Therapist
25	BE. LPCC	Licensed Professional Clinical Counselor
26	BF. LPT	Licensed Psychiatric Technician
27	BG. LVN	Licensed Vocational Nurse
28	BH. MH	Mental Health
29	BI. MHP	Mental Health Plan
30	BJ. MHRC	Mental Health Rehabilitation Centers
31	BK. MHS	Mental Health Specialist
32	BL. MHSA	Mental Health Services Act
33	BM. MTP	Master Treatment Plan
34	BN. NA	Narcotics Anonymous
35	BO. NIATx	Network Improvement of Addiction Treatment
36	BP. NIH	National Institutes of Health
37	BQ. NIST	National Institute of Standards and Technology

1	BR. NOA	Notice of Action
2	BS. NP	Nurse Practitioner
3	BT. NPI	National Provider Identifier
4	BU. NPP	Notice of Privacy Practices
5	BV. OCEMS	Orange County Emergency Medical Services
6	BW. OCPD	Orange County Probation Department
7	BX. OIG	Federal Office of Inspector General
8	BY. OMB	Federal Office of Management and Budget
9	BZ. OPM	Federal Office of Personnel Management
10	CA. OQ	Outcome Questionnaire
11	CB. P&P	Policy and Procedure
12	CC. PA DSS	Payment Application Data Security Standard
13	CD. PBM	Pharmaceutical Benefits Management
14	CE. PC	California Penal Code
15	CF. PCI DSS	Payment Card Industry Data Security Standard
16	CG. PCP	Primary Care Provider
17	CH. PHI	Protected Health Information
18	CI. PI	Personal Information
19	CJ. PII	Personally Identifiable Information
20	CK. POC	Plan of Care
21	CL. PRA	California Public Records Act
22	CM. QI	Quality Improvement
23	CN. QIC	Quality Improvement Committee
24	CO. RN	Registered Nurse
25	CP. SAMHSA	Substance Abuse and Mental Health Services Administration
26	CQ. SD/MC	Short-Doyle Medi-Cal
27	CR. SIR	Self-Insured Retention
28	CS. SSA	County of Orange Social Services Agency
29	CT. SUD	Substance Use Disorder
30	CU. TAY	Transitional Age Youth
31	CV. TBS	Therapeutic Behavioral Services
32	CW. TCM	Targeted Case Management
33	CX. TFC	Therapeutic Foster Care
34	CY. UMDAP	Uniform Method of Determining Ability to Pay
35	CZ. UOS	Units of Service
36	DA. USC	United States Code
37	//	

- 1 DB. W&IC California Welfare and Institutions Code
- 2 DC. WIC Women, Infants and Children

3  
4 **II. ALTERATION OF TERMS**

5 A. This Agreement, together with Exhibits A, B, and C attached hereto and incorporated herein,  
6 fully express the complete understanding of COUNTY and CONTRACTOR with respect to the subject  
7 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  
13 **III. ASSIGNMENT OF DEBTS**

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 these persons, specifying the date of assignment, the County of Orange as assignee, and the  
19 address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of  
20 said persons, shall be immediately given to COUNTY.

21  
22 **IV. COMPLIANCE**

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 Paragraph IV  
34 (COMPLIANCE). 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 acknowledge to comply with ADMINISTRATOR’s Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR’s Compliance Program and Code of Conduct.

4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any Compliance related policies and procedures review 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 semi-annually to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, the California Medi-Cal Suspended and Ineligible Provider List, and the Social Security Administration Death Master File and/or any other list or system as identified by the ADMINISTRATOR.

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

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

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

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

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

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

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

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

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

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

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

6 C. GENERAL COMPLIANCE TRAINING – ADMINISTRATOR shall make General  
7 Compliance Training available to Covered Individuals.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

24  
25 **V. CONFIDENTIALITY**

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

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

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

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

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

11 C. CONTRACTOR shall have in effect a system to protect patient records from inappropriate  
12 disclosure in connection with activity funded under this Agreement. This system shall include  
13 provisions for employee education on the confidentiality requirements, and the fact that disciplinary  
14 action may occur upon inappropriate disclosure. CONTRACTOR agrees to implement administrative,  
15 physical, and technical safeguards that reasonably and appropriately protect the confidentiality,  
16 integrity, and availability of all confidential information that it creates, receives, maintains or transmits.  
17 CONTRACTOR shall provide ADMINISTRATOR with information concerning such safeguards.

18 D. CONTRACTOR agrees to mitigate, to the extent practicable, any harmful effect that is known  
19 to CONTRACTOR, or its subcontractors or agents in violation of the applicable state and federal  
20 regulations regarding confidentiality.

21 E. CONTRACTOR shall monitor compliance with the above provisions on confidentiality and  
22 security, and shall include them in all subcontracts.

23 F. CONTRACTOR shall notify ADMINISTRATOR within twenty-four (24) hours during a work  
24 week, of any suspected or actual breach of its computer system.

25  
26 **VI. COST REPORT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

20  
21 Signed \_\_\_\_\_  
22 Name \_\_\_\_\_  
23 Title \_\_\_\_\_  
24 Date \_\_\_\_\_"

25  
26 **VII. DEBARMENT AND SUSPENSION CERTIFICATION**

27 A. CONTRACTOR certifies that it and its principals:

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

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

36 //

37 //

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

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

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

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

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

16  
17 **VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

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

37 //



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

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

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

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

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

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

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

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

### 29 30 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

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

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

### 3 4 **X. EQUIPMENT**

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

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

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

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

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

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

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

5 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the  
6 proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.  
7

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

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

14 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or  
15 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation  
16 for the appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum  
17 Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an amount  
18 proportionate to the number of days in which CONTRACTOR was determined to be unable to provide  
19 services, staffing, facilities or supplies.  
20

21 **XII. INDEMNIFICATION AND INSURANCE**

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

32 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all  
33 required insurance at CONTRACTOR’s expense and to submit to COUNTY the COI, including all  
34 endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this  
35 Agreement have been complied with and to maintain such insurance coverage with COUNTY during  
36 the entire term of this Agreement. In addition, all subcontractors performing work on behalf of  
37 //

1 CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and  
2 conditions as set forth herein for CONTRACTOR.

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

12 D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,  
13 indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an  
14 amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the  
15 CEO/Office of Risk Management upon review of CONTRACTOR’s current audited financial report. If  
16 CONTRACTOR’s SIR is approved, CONTRACTOR, in addition to, and without limitation of, any  
17 other indemnity provision(s) in this Agreement, agrees to all of the following:

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

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

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

27 E. If CONTRACTOR fails to maintain insurance as required in this Paragraph XII  
28 (INDEMNIFICATION AND INSURANCE) for the full term of this Agreement, such failure shall  
29 constitute a breach of CONTRACTOR’s obligation hereunder and ground for COUNTY to terminate  
30 this Agreement.

31 F. QUALIFIED INSURER

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

37 //

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

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

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

H. REQUIRED COVERAGE FORMS

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

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

I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

18 L. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy  
19 cancellation and within ten (10) days for non-payment of premium and provide a copy of the  
20 cancellation notice to COUNTY. Failure to provide written notice of cancellation shall constitute a  
21 breach of CONTRACTOR’s obligation hereunder and ground for COUNTY to terminate this  
22 Agreement.

23 M. If CONTRACTOR’s Professional Liability and Network Security & Privacy Liability are  
24 “Claims Made” policy(ies), CONTRACTOR shall agree to maintain coverage for two (2) years  
25 following the completion of the Agreement.

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

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

32 P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
33 CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY  
34 incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall  
35 constitute a breach of CONTRACTOR’s obligation hereunder and ground for termination of this  
36 Agreement by COUNTY.

37 //

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

4 R. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

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

25 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any  
26 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs  
27 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.  
28

29 **XIII. INSPECTIONS AND AUDITS**

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

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

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

7 C. AUDIT RESPONSE

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

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

20 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare an annual  
21 Single Audit as required by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR  
22 Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal  
23 Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14)  
24 calendar days of receipt.

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

30 **XIV. LICENSES AND LAWS**

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



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

3 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

10 2. CONTRACTORS agree to furnish to ADMINISTRATOR within thirty (30) calendar days  
11 of the award of this Agreement:

12 a. In the case of an individual CONTRACTORS, his/her name, date of birth, social  
13 security number, and residence address;

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

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

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

- 23 1. ARRA of 2009.
- 24 2. W&IC, Division 5, Community Mental Health Services.
- 25 3. W&IC, Division 6, Admissions and Judicial Commitments.
- 26 4. W&IC, Division 7, Mental Institutions.
- 27 5. HSC, §§1250 et seq., Health Facilities.
- 28 6. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 29 7. CCR, Title 9, Rehabilitative and Developmental Services.
- 30 8. CCR, Title 17, Public Health.
- 31 9. CCR, Title 22, Social Security.
- 32 10. CFR, Title 42, Public Health.
- 33 11. CFR, Title 45, Public Welfare.
- 34 12. USC Title 42. Public Health and Welfare.
- 35 13. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 36 14. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 37 15. 42 USC §1857, et seq., Clean Air Act.

- 1 16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 2 17. Policies and procedures set forth in Mental Health Services Act.
- 3 18. Policies and procedures set forth in DHCS Letters.
- 4 19. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 5 20. 31 USC 7501–7507, as well as its implementing regulations under 2 CFR Part 200,
- 6 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
- 7 Federal Awards.
- 8 21. California Welfare and Institutions Code, §14100.2, Medicaid Confidentiality.
- 9 22. D/MC Certification Standards for Substance Abuse Clinics, July 2004.
- 10 23. D/MC Billing Manual (March 23, 2010).
- 11 24. Federal Medicare Cost reimbursement principles and cost reporting standards.
- 12 25. State of California-Health and Human Services Agency, Department of Health Care
- 13 Services, Mental Health Services Division (MHSD), Medi-Cal Billing Manual,
- 14 October 2013.
- 15 26. Orange County Medi-Cal Mental Health Managed Care Plan.
- 16 27. Short Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case
- 17 Management.
- 18 28. Short-Doyle/Medi-Cal Modifications/Revisions for the Rehabilitation Option and Targeted
- 19 Case Management Manual, including DMH Letter 94-14, dated July 7, 1994, DMH Letter
- 20 No. 95-04, dated July 27, 1995, DMH Letter 96-03, dated August 13, 1996.

21 D. CONTRACTOR shall at all times be capable and authorized by the State of California to  
 22 provide treatment and bill for services provided to Medi-Cal eligible clients while working under the  
 23 terms of this Agreement.

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

27  
 28 **XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

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

12  
 13 **XVI. MAXIMUM OBLIGATION**

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

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

20  
 21 **XVII. MINIMUM WAGE LAWS**

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

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

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

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**XVIII. NONDISCRIMINATION****A. EMPLOYMENT**

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

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

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

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

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

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

34 **B. SERVICES, BENEFITS AND FACILITIES** – CONTRACTOR and/or subcontractor shall not  
35 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities  
36 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental  
37 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender

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

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

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

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

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

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

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

34 D. PERSONS WITH DISABILITIES – CONTRACTOR and/or subcontractor agree to comply  
35 with the provisions of §504 of the Rehabilitation Act of 1973, as amended, (29 USC 794 et seq., as  
36 implemented in 45 CFR 84.1 et seq.), and the Americans with Disabilities Act of 1990 as amended (42  
37 USC 12101 et seq.; as implemented in 29 CFR 1630), as applicable, pertaining to the prohibition of

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

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

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

13  
14 **XIX. NOTICES**

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

- 17 1. When written and deposited in the United States mail, first class postage prepaid and
- 18 addressed as specified in the Referenced Contract Provisions of this Agreement or as otherwise directed
- 19 by ADMINISTRATOR;
- 20 2. When faxed, transmission confirmed;
- 21 3. When sent by Email; or
- 22 4. When accepted by U.S. Postal Service Express Mail, Federal Express, United Parcel
- 23 Service, or any other expedited delivery service.

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

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

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

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35 //  
36 //  
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**XX. NOTIFICATION OF DEATH**

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

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

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

**2. WRITTEN NOTIFICATION**

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

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

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

**XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

**XXII. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

14 F. 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 G. 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 forty-eight (48) 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 H. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and  
33 security of PII and/or PHI. CONTRACTOR shall notify COUNTY immediately by telephone call plus  
34 email or fax upon the discovery of a Breach of unsecured PHI and/or PII.

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



1 J. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years  
2 following discharge of the client and/or patient, with the exception of non-emancipated minors for  
3 whom records must be kept for at least one (1) year after such minors have reached the age of eighteen  
4 (18) years, or for ten (10) years after the last date of service, whichever is longer.

5  
6 **XXIII. RESEARCH AND PUBLICATION**

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

10  
11 **XXIV. REVENUE**

12 A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to  
13 clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other  
14 third party health plans, are provided pursuant to this Agreement, their estates and responsible relatives,  
15 according to their ability to pay as determined by the State Department of Health Care Services’  
16 “Uniform Method of Determining Ability to Pay” (UMDAP) procedure or by any other payment  
17 procedure as approved in advance, and in writing by ADMINISTRATOR; and in accordance with Title  
18 9 of the California Code of Regulations. Such fee shall not exceed the actual cost of services provided.  
19 No client shall be denied services because of an inability to pay.

20 B. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all  
21 available third-party reimbursement for which persons served pursuant to this Agreement may be  
22 eligible. Charges to insurance carriers shall be on the basis of CONTRACTOR’s usual and customary  
23 charges.

24 C. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately  
25 ensure proper billing and collection procedures. CONTRACTOR’s procedures shall specifically  
26 provide for the identification of delinquent accounts and methods for pursuing such accounts.  
27 CONTRACTOR shall provide ADMINISTRATOR, monthly, a written report specifying the current  
28 status of fees which are billed, collected, transferred to a collection agency, or deemed by  
29 CONTRACTOR to be uncollectible.

30 D. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by  
31 persons other than individuals or groups eligible for services pursuant to this Agreement.

32  
33 **XXV. SEVERABILITY**

34 If a court of competent jurisdiction declares any provision of this Agreement or application thereof  
35 to any person or circumstances to be invalid or if any provision of this Agreement contravenes any  
36 federal, state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or  
37 //

1 the application thereof shall remain valid, and the remaining provisions of this Agreement shall remain  
2 in full force and effect, and to that extent the provisions of this Agreement are severable.

#### 4 **XXVI. SPECIAL PROVISIONS**

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

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

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

- 27 1. Funding travel or training (excluding mileage or parking).
- 28 2. Making phone calls outside of the local area unless documented to be directly for the  
29 purpose of client care.
- 30 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 31 4. Purchase of artwork or other items that are for decorative purposes and do not directly  
32 contribute to the quality of services to be provided pursuant to this Agreement.

#### 34 **XXVII. STATUS OF CONTRACTOR**

35 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be  
36 wholly responsible for the manner in which it performs the services required of it by the terms of this  
37 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and

1 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the  
 2 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR  
 3 or any of CONTRACTOR’s employees, agents, consultants, or subcontractors. CONTRACTOR  
 4 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or  
 5 subcontractors as they relate to the services to be provided during the course and scope of their  
 6 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be  
 7 entitled to any rights or privileges of COUNTY’s employees and shall not be considered in any manner  
 8 to be COUNTY’s employees.

9  
 10 **XXVIII. TERM**

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

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

19  
 20 **XXIX. TERMINATION**

21 A. Either party may terminate this Agreement, without cause, upon ninety (90) calendar days’  
 22 written notice given the other party.

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

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

- 29 1. The loss by CONTRACTOR of legal capacity.
- 30 2. Cessation of services.
- 31 3. The delegation or assignment of CONTRACTOR’s services, operation or administration to  
 32 another entity without the prior written consent of COUNTY.
- 33 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty  
 34 required pursuant to this Agreement.
- 35 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of  
 36 this Agreement.

37 //

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

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

7 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

13  
 14 **XXX. THIRD PARTY BENEFICIARY**

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

18  
 19 **XXXI. WAIVER OF DEFAULT OR BREACH**

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

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

3  
4 WAYMAKERS

5  
6 DocuSigned by:  
7 BY: Ronnetta Johnson DATED: 4/6/2018  
8 D52CE6A8FA7D448...  
9 TITLE: Executive Director

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17 COUNTY OF ORANGE

18  
19  
20 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
21 HEALTH CARE AGENCY

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

27  
28 DocuSigned by:  
29 BY: [Signature] DATED: 4/6/2018  
30 79055CA571A94F8...

31  
32  
33  
34  
35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or  
36 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.  
37 If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors  
has empowered said authorized individual to act on its behalf by his or her signature alone is required by ADMINISTRATOR.

1 EXHIBIT A  
 2 AGREEMENT FOR PROVISION OF  
 3 FULL SERVICE PARTNERSHIP/WRAPAROUND SERVICES  
 4 FOR YOUTHFUL OFFENDERS  
 5 BETWEEN  
 6 COUNTY OF ORANGE  
 7 AND  
 8 WAYMAKERS  
 9 JULY 1, 2018 THROUGH JUNE 30, 2021

11 **I. COMMON TERMS AND DEFINITIONS**

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

14 1. Admission means documentation, by CONTRACTOR, for completion of entry and  
15 evaluation services provided to Clients into IRIS.

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

18 3. Crisis Intervention means a service, lasting less than twenty-four (24) hours that is provided  
19 to or on the behalf of a Client for a condition that requires more timely response than a regularly  
20 scheduled visit. Service activities may include, but are not limited to: assessment, individual therapy,  
21 collateral therapy, family therapy, case management, and psychiatric evaluation.

22 4. Data Collection System means the collection of State mandated data used for the tracking  
23 and reporting of outcome data for Clients enrolled in FSP/W programs.

24 a. 3 M's means the Quarterly Assessment Form being completed for each Client every  
25 three months in the approved Data Collection System. It tracks changes in education, sources of  
26 financial support, legal issues/designations, health status, substance abuse, and any other fields set forth  
27 by the State and/or the County. Must be completed not more than 14 days prior to or 30 days after the  
28 due date.

29 b. Data Certification means reviewing outcome data mandated by the state and COUNTY  
30 for accuracy and signing a Certification of Accuracy of Data form indicating that the data is accurate.

31 c. Key Event Tracking (KET) means the tracking of a Client's service movement and  
32 changes in the approved Data Collection System. A KET must be completed following the DCR  
33 business rules and entered accurately each time the CONTRACTOR is reporting a change from previous  
34 Client status in certain categories. The categories include: administrative status, residential status  
35 (including incarcerations and hospitalizations), employment, education, benefits acquisition, legal status,  
36 emergency interventions and any other fields set forth by the State or County.

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1 d. Partnership Assessment Form (PAF) means the baseline Assessment for each Client (as  
2 defined by the State and/or County) that must be completed in full and entered into the DCR system  
3 within thirty (30) days of the Client’s enrollment date. All DCR business rules regarding transferring  
4 and re-enrolling clients must be followed and verified prior to entering a PAF in the system.

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

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

13 7. Early Periodic Screening Diagnostic and Treatment (EPSDT) means the State of  
14 California’s implementation of the Federal child health component of Medicaid program which provides  
15 physical, mental, and developmental health services for children and young adults.

16 8. Education Coordinator means an individual who is responsible for providing assistance and  
17 support with educational and vocational services as well as developing resources for those Clients that  
18 wish to further their education or training.

19 9. Employment Coordinator means an individual who provides pre-employment training, job  
20 orientation, and site training to Clients. This individual is also responsible for assisting Clients with job  
21 application procedures; teaching social, grooming and dress-for-success personal hygiene skills to  
22 Clients; and coaching Clients on how to maintain employment. This individual will develop  
23 employment resources that match the needs of the program’s Clients. In addition, the Employment  
24 Coordinator may provide on-the-job mentoring and will work closely with the hiring companies and  
25 Clients.

26 10. Engagement means the process where a trusting relationship between CONTRACTOR’s  
27 staff and Client is developed over a short period of time, so CONTRACTOR and Client can develop a  
28 plan to link the Client to appropriate services within the community. Engagement of the Client is the  
29 objective of a successful outreach.

30 11. Face-to-Face Contact means, as it pertains to a FSP/W, a direct encounter between  
31 CONTRACTOR’s staff and Client(s)/parent(s)/guardian(s). This does not include contact by phone,  
32 email, etc. For the purpose of completing an Encounter Document, Face-to-Face Contact means a direct  
33 encounter between staff and Client(s), regardless if another individual(s) is/are present or not.

34 12. Family Team means a group formed to meet the needs of a FSP/W eligible Client through  
35 whatever means possible, and this team includes a program staff, the eligible Client, the Client’s family  
36 members, and other support individual(s) the family agrees to include on the team.

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1 13. Full Service Partnership/Wraparound (FSP/W) means a program model described in  
2 COUNTY's MHSA plan that has been approved by the state. The MHSA plan describes how  
3 COUNTY will use MHSA funds to develop and implement treatment plans for mental health Clients  
4 through FSP/Ws. A FSP/W is an evidence-based and strength-based model with the focus on the  
5 individual rather than the disease. It is culturally competent in-home, intensive, mental health care  
6 coordination services that will address family needs across all life domains of the Client.

7 14. Group Home means a facility for housing youth and is licensed by Community Care  
8 Licensing under the provisions of CCR, Title 22, Division 6, et seq.

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

11 16. Housing Coordinator means an individual who provides assistance to Clients/families to  
12 have the most stable housing appropriate to their functioning levels and life circumstances. This may  
13 range from emergency motel placement to avoid homelessness, transitional housing that will provide  
14 stability and skills that would lead to more permanent housing. This individual may also assist in  
15 moving to greater independence by creating flex fund usage plans where the Client/family pays a greater  
16 percentage of housing cost per month so that housing costs become independent sustainable.

17 17. Individual Services and Support Funds (Flexible Funds) means funds used to provide  
18 Clients and/or their families with immediate assistance, as deemed necessary, for the treatment of their  
19 mental illness and improve their overall quality of life. Flexible Funds are generally categorized as  
20 housing, transportation, food, clothing, medical, and miscellaneous expenditures that are individualized  
21 and appropriate to support Clients' mental health treatment activities.

22 18. Integrated Records Information System (IRIS) means the ADMINISTRATOR's database  
23 system that collects Clients' information such as registration, scheduled appointments, laboratory  
24 information system, invoice and reporting capabilities, compliance with regulatory requirements,  
25 electronic medical records, and other relevant applications.

26 19. Katie A. Subclass means the lawsuit, Katie A. et al. v. Bonta et al., a class action lawsuit  
27 filed in Federal District Court concerning the availability of intensive mental health services to children  
28 in California who are either in foster care or at imminent risk of coming into care, created this Subclass.

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

33 21. Licensed Marriage Family Therapist (MFT) means a licensed individual, pursuant to the  
34 provisions of Chapter 13 of the California Business and Professions Code, pursuant to the provisions of  
35 Chapter 14 of the California Business and Professions Code, who can provide clinical services to  
36 Clients. The license must be current and in force, and has not been suspended or revoked. Also, it is  
37 preferred that the individual has at least one (1) year of experience treating children and TAY.

1           22. Licensed Professional Clinical Counselor (LPCC) means a licensed individual, pursuant to  
2 the provisions of Chapter 13 of the California Business and Professions Code, pursuant to the provisions  
3 of Chapter 16 of the California Business and Professions Code, who can provide clinical service to  
4 Clients. The license must be current and in force, and has not been suspended or revoked. Also, it is  
5 preferred that the individual has at least one (1) year of experience treating children and TAY.

6           23. Licensed Psychiatric Technician (LPT) means a licensed individual, pursuant to the  
7 provisions of Chapter 10 of the California Business and Professions Code, who can provide clinical  
8 services to Clients. The license must be current and in force, and has not been suspended or revoked.  
9 Also, it is preferred that the individual has at least one (1) year of experience treating children and TAY.

10           24. Licensed Psychologist means a licensed individual, pursuant to the provisions of Chapter  
11 6.6 of the California Business and Professions Code, who can provide clinical services to Clients. The  
12 license must be current and in force, and has not been suspended or revoked. Also, it is preferred that  
13 the individual has at least one (1) year of experience treating children and TAY.

14           25. Licensed Vocational Nurse (LVN) means a licensed individual, pursuant to the provisions  
15 of Chapter 6.5 of the California Business and Professions Code, who can provide clinical services to  
16 Clients. The license must be current and in force, and has not been suspended or revoked. Also, it is  
17 preferred that the individual has at least one (1) year of experience treating children and TAY.

18           26. Live Scan means an inkless, electronic fingerprint which is transmitted directly to the  
19 Department of Justice (DOJ) for the completion of a criminal record check, typically required of  
20 employees who have direct contact with Clients.

21           27. Medi-Cal means the State of California's implementation of the federal Medicaid health  
22 care program which pays for a variety of medical services for children and adults who meet eligibility  
23 criteria.

24           28. Medical Necessity means diagnosis, impairment, and intervention related criteria as defined  
25 in the COUNTY's MHP under Medical Necessity for Medi-Cal reimbursed Specialty Mental Health  
26 Services.

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

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

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

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

6 c. Intensive Care Coordination (ICC) means a medically necessary service provided to  
7 Medi-Cal beneficiaries under the EPSDT benefit. ICC includes assessment, care planning and  
8 coordination of services across child services systems and providers, including intensive services for  
9 children/youth who meet the Katie A. Subclass criteria.

10 d. Intensive Home-Based Services (IHBS) means a medically necessary service provided  
11 to Medi-Cal beneficiaries under the EPSDT benefit. IHBS are individualized, strength-based mental  
12 health treatment interventions designed to ameliorate mental health conditions that interfere with a  
13 client's functioning. IHBS are provided only in conjunction with ICC and are recommended by the  
14 Child and Family Team. IHBS is also provided to the Katie A. Subclass population.

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

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

27 g. Substance Use treatment means a program that uses a stage-wise treatment model and  
28 is non-confrontational, follows behavioral principles, considers interactions between mental illness and  
29 substance abuse, and has gradual expectations of abstinence. Mental illness and substance abuse  
30 research has strongly indicated that a Client with a disorder needs treatment for both problems to  
31 recover fully. Focusing on one does not ensure the other will go away. Substance use services integrate  
32 assistance for each condition by helping Clients recover from mental illness and substance abuse in one  
33 setting and at the same time.

34 h. Therapeutic Behavioral Services (TBS) means one-on-one behavioral interventions  
35 with a Client, which is designed to reduce or eliminate targeted behaviors as identified in the Client's  
36 treatment plan. Collateral services are also provided to parent(s)/guardian(s) as part of TBS. Clients  
37 must be Medi-Cal eligible and meet TBS class membership and service need requirements.

1 Documentation in the medical record must support Medical Necessity for these intensive services.  
2 Cases in which Clients are receiving more than twenty (20) hours per week of TBS or those who are  
3 expected to receive more than four months (120 days) of TBS must be approved by  
4 ADMINISTRATOR. ADMINISTRATOR has to approve individuals that are delivering these  
5 intervention services to ensure they are qualified to deliver these services.

6 i. Targeted Case Management (TCM) means services that assist a Client to access needed  
7 medical, educational, social, prevocational, vocational, rehabilitative, or other community services.  
8 These service activities may include, but are not limited to: communicating and coordinating services  
9 through referral; monitoring service delivery to ensure Clients’ access to service and the service delivery  
10 system; and tracking of Clients’ progress and plan development. Treatment Foster Care (TFC) also  
11 known as Therapeutic Foster Care, consists of intensive and highly coordinated mental health and  
12 support services provided to a foster parent or caregiver in which the foster parent/caregiver becomes an  
13 integral part of the child’s treatment team.

14 j. Therapy means a therapeutic intervention that focuses primarily on symptom reduction  
15 as a means to improve functional impairments. Therapy may be delivered to a Client or a group of  
16 Clients, which may include family Therapy with Client being present.

17 30. The Mental Health Services Act (MHSA) is a voter-approved initiative to develop a  
18 comprehensive approach to providing community-based mental health services and supports for  
19 California residents. It is also known as “Proposition 63.”

20 31. Mentoring Services means a service that provides support to Clients by building a  
21 structured and trusting relationship over a prolonged period of time between a Client and a mentor. The  
22 mentor is a peer or older individual who provides one-to-one contact and support in the following areas  
23 to assist Client(s)/parent(s)/guardian(s): consistent support, guidance, and coaching in life skills;  
24 concrete help and/or other relationship-building activities to the Client(s)/parent(s)/guardian(s); and  
25 linking the Client(s)/parent(s)/guardian(s) to other services within the COUNTY.

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

30 33. Network Adequacy Certification Tool (NACT) means a staffing report that is required by  
31 the State of California to collect information about a provider site and all of the service providers who  
32 work at the site.

33 34. Notice of Action-A (NOA-A) means a Medi-Cal requirement that informs the beneficiary  
34 that she/he is not entitled to any specialty mental health service. The COUNTY has expanded the  
35 requirement for an NOA-A to all beneficiaries requesting an Assessment for services and found not to  
36 meet the Medical Necessity criteria for specialty Mental Health Services.

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1           35. Notice of Privacy Practices (NPP) means a document that notifies Clients of uses and  
2 disclosures of PHI. The NPP may be made by, or on behalf of, the health plan or health care provider as  
3 set forth in HIPAA.

4           36. Outcomes Analyst/Data Mining Analyst means an individual who ensures that an FSP  
5 program maintains a focus on program outcomes. This individual will be responsible for reviewing  
6 outcome data, analyzing data, and developing strategies for gathering new data from Client's  
7 perspective to improve FSP's understanding of Client's needs and desires towards furthering their  
8 Recovery. This individual will also provide feedback to the program and work collaboratively with the  
9 employment specialist, education specialist, benefits specialist, and other staff in the program to  
10 strategize and improve outcomes in service delivery. In addition, this position will be responsible for  
11 attending all data and outcome related meetings and ensuring that the FSP is being proactive in all data  
12 collection requirements and changes at the local and state levels.

13           37. Outreach means linking potential Clients to appropriate mental health services within the  
14 community. Outreach activities will include educating the community about the services offered and  
15 requirements for participation in the programs. Such activities may result in the CONTRACTOR  
16 developing referral sources for Clients from various programs being offered within the community.

17           38. Pathways to Wellness: The former Katie A. program expanded to address a larger pool of at  
18 risk youth.

19           39. Personal Services Coordinator (PSC) means an individual with a Bachelor's Degree in  
20 Human Services or related field. It is preferred that the individual has at least two years of related  
21 experience with Mental Health Services, or three years' experience as a Client in a similar program who  
22 has graduated to self-sufficiency. A PSC leads the implementation of a service plan covering an entire  
23 range of needs for the Client and/or Client's family to promote success, safety, and permanence in the  
24 home, school, workforce, and community and lead Clients to self-sufficiency.

25           40. Plan of Care (POC) means a written plan, including by reference any juvenile court  
26 order(s), developed and signed by the Family Team that includes the following elements:

- 27           a. A statement of an overall goal or vision for the Client and Client's family.  
28           b. The strengths of the Client and Client's family.  
29           c. The needs, as defined by specific life areas that must be met to achieve the goal(s) of  
30 the Client and Client's family.  
31           d. Prevention and intervention safety plans.  
32           e. The type, frequency, and duration of intervention strategies.  
33           f. Financial responsibility for the components of the POC.  
34           g. Desired outcomes.

35           41. Program Director means an individual who is responsible for all aspects of administration  
36 and clinical operations of the mental health program, including development and adherence to the  
37 annual budget. This individual will also be responsible for the following: hiring, development and

1 performance management of professional and support staff, and ensuring mental health treatment  
2 services are provided in concert with COUNTY and state rules and regulations.

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

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

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

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

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

24 47. Seriously Emotionally Disturbed (SED) means children or adolescents minors under the  
25 age of 18 years who have a mental disorder as identified in the most recent edition of the Diagnostic and  
26 Statistical Manual of Mental Disorders, other than a primary substance use disorder or developmental  
27 disorder, which results in behavior inappropriate to the child’s age according to expected developmental  
28 norms. W&I 5600.3.

29 48. Serious Mental Impairment (SMI) means an adult with a mental disorder that is severe in  
30 degree and persistent in duration, which may cause behavioral functioning which interferes substantially  
31 with the primary activities of daily living, and which may result in an inability to maintain stable  
32 adjustment and independent functioning without treatment, support, and rehabilitation for a long or  
33 indefinite period of time. W&I 5600.3.

34 49. Student Intern means student(s) currently enrolled in an accredited graduate or  
35 undergraduate program and is/are accumulating supervised work experience hours as part of field work,  
36 internship, or practicum requirements. Acceptable programs include all programs that assist students in  
37 meeting the educational requirements to be a Licensed MFT, a LCSW, a Licensed Clinical Psychologist,

1 a Licensed PCC, or to obtain a Bachelor’s degree. Individuals with graduate degrees and have two (2)  
2 years of full-time experience in a mental health setting, either post-degree or as part of the program  
3 leading to the graduate degree, are not considered as students.

4 50. Token means the security device which allows an end-user to access the  
5 ADMINISTRATOR’s computer based IRIS.

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

8 52. WOC means the wraparound program administered by the COUNTY SSA and is available  
9 to children and transitional age youth who are returning from or being considered for placement in  
10 group homes.

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

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**II. BUDGET**

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

	<u>PERIOD</u> <u>ONE</u>	<u>PERIOD</u> <u>TWO</u>	<u>PERIOD</u> <u>THREE</u>	<u>TOTAL</u>
<b>ADMINISTRATIVE COST</b>				
Indirect Costs	\$ 428,665	\$ 428,665	\$ 428,665	\$ 1,285,995
<b>SUBTOTAL</b>	\$ 428,665	\$ 428,665	\$ 428,665	\$ 1,285,995
<b>ADMINISTRATIVE COST</b>				
<b>PROGRAM COST</b>				
Salaries	\$2,330,976	\$2,330,976	\$2,330,976	\$ 6,992,928
Benefits	629,874	629,874	629,874	1,889,622
Services and Supplies	664,326	664,326	664,326	1,992,978
Subcontractor	282,360	282,360	282,360	847,080
Flex Funds	<u>850,000</u>	<u>850,000</u>	<u>850,000</u>	<u>2,550,000</u>
<b>SUBTOTAL</b>	\$4,757,536	\$4,757,536	\$4,757,536	\$14,272,608
<b>PROGRAM COST</b>				
Start-up Costs	\$ 126,900	\$ 0	\$ 0	\$ 126,900
<b>TOTAL GROSS COST</b>	\$5,313,101	\$5,186,201	\$5,186,201	\$15,685,503
<b>REVENUE</b>				
MHSA	\$4,728,660	\$4,615,719	\$4,615,719	\$13,960,098
Federal Medi-Cal	<u>584,441</u>	<u>570,482</u>	<u>570,482</u>	<u>1,725,405</u>
<b>TOTAL REVENUE</b>	\$5,313,101	\$5,186,201	\$5,186,201	\$15,685,503
<b>MAXIMUM OBLIGATION</b>	\$5,313,101	\$5,186,201	\$5,186,201	\$15,685,503

B. CONTRACTOR agrees the total cost of services provided for in the Agreement are based upon projected revenue generation and shall be reimbursed by federal Medi-Cal and COUNTY MHSA revenues. CONTRACTOR agrees that if actual federal Medi-Cal reimbursement, based upon the completed Cost Report, as specified in the Cost Report Paragraph of the Agreement, for each Fiscal Year is less than budgeted, the Maximum Obligation may, at ADMINISTRATOR's sole discretion, be adjusted down by the amount of under generated federal Medi-Cal revenue. CONTRACTOR further



1 agrees that MHSa revenue shall be used to cover the cost of non-Medi-Cal Clients and/or non-Medi-Cal  
2 billable services and shall not exceed the amounts specified in the Budget Paragraph, Subparagraph A.  
3 of this Exhibit A to the Agreement, unless authorized, in writing, by ADMINISTRATOR.

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

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

22 E. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete  
23 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type  
24 of service for which payment is claimed. Any apportionment of or distribution of costs, including  
25 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will  
26 be made in accordance with GAAP and Medicare regulations. The Client eligibility determination and  
27 fee charged to and collected from Clients, together with a record of all invoices rendered and revenues  
28 received from any source, on behalf of Clients treated pursuant to the Agreement, must be reflected in  
29 CONTRACTOR's financial records.

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

32  
33 **III. PAYMENTS**

34 A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amounts of \$442,758  
35 per month for Period One, \$432,183 for Period Two and for Period Three, as specified in the Referenced  
36 Contract Provisions of the Agreement. All payments are interim payments only, and subject to final  
37 settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR

1 shall be reimbursed for the actual cost of providing the services, which may include Indirect  
2 Administrative Costs, as identified in Subparagraph II.A. of this Exhibit A to the Agreement; provided,  
3 however, the total of such payments does not exceed the Maximum Obligation for each period as stated  
4 in the Referenced Contract Provisions of the Agreement and, provided further, CONTRACTOR's costs  
5 are reimbursable pursuant to COUNTY, state, and/or federal regulations. ADMINISTRATOR may, at  
6 its discretion, pay supplemental invoices for any month for which the provisional amount specified  
7 above has not been fully paid.

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

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

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

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

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

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

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

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

37 //

**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 for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. Such reports will also include actual productivity as defined by ADMINISTRATOR.

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 and anticipated year-end actual costs and revenues 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 the twentieth (20th) day 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 position. The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported. CONTRACTOR shall augment these staffing reports with the NACT at a frequency to be established.

D. PROGRAMMATIC – Throughout the term of the Agreement, CONTRACTOR shall submit monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported. Programmatic reports shall be in a format(s) approved by ADMINISTRATOR and shall include a description of CONTRACTOR's progress in implementing the provisions of the Agreement, number of active cases, number of Client's admitted/discharged, details of outreach activities and their results, any pertinent facts or interim findings, staff changes, status of licenses and/or certifications, changes in population served and reasons for any such changes. CONTRACTOR shall be prepared to present and discuss their programmatic reports at their monthly scheduled meetings with ADMINISTRATOR and shall state whether or not it is progressing satisfactorily in achieving all the terms of the Agreement, and if not, shall specify what steps are being taken to achieve satisfactory progress.

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

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

4 G. CONTRACTOR agrees to enter psychometrics into COUNTY’s EHR system as requested by  
5 ADMINISTRATOR. Said psychometrics are for the COUNTY’s analytical uses only, and shall not be  
6 relied upon by CONTRACTOR to make clinical decisions. CONTRACTOR agrees to hold COUNTY  
7 harmless, and indemnify pursuant to Section XI, from any claims that arise from non-COUNTY use of  
8 said psychometrics.

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

11  
12 **V. SERVICES**

13 **A. FACILITIES**

14 1. CONTRACTOR shall maintain a minimum of two (2) fully licensed and appropriate  
15 facilities for the provision of Behavioral Health Outpatient Services for Children and Youth which  
16 meet(s) the minimum requirements for Medi-Cal eligibility at the following location(s) or any other  
17 location(s) approved by ADMINISTRATOR, as specified below:

18  
19 1231 E. Dyer Road, Suites 270 & 275 16580 Harbor Blvd, Unit M  
20 Santa Ana, CA 92705 Fountain Valley, CA 92708  
21

22  
23 2. CONTRACTOR shall also make an effort to provide services in community-based facilities  
24 such as school sites and community resource centers when appropriate for more effective provision of  
25 services to the Client.

26 3. CONTRACTOR shall maintain regularly scheduled service hours, five (5) days a week  
27 throughout the year 9:00 a.m. – 6:00 p.m. and maintain the capability to provide services in the evening  
28 and on weekends, if necessary, in order to accommodate Clients unable to participate during regular  
29 business hours.

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

33 b. CONTRACTOR shall provide Clients and/or their family members with twenty-four  
34 (24) hour a day, seven (7) day a week, three hundred sixty five (365) day a year access to their assigned  
35 case manager or designee acceptable to ADMINISTRATOR. CONTRACTOR shall also develop with  
36 each Client and/or Client’s family a plan for Crisis Intervention services which includes whom to  
37 contact for emergency services.

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

3 B. BEHAVIORAL HEALTH OUTPATIENT SERVICES

4 1. CONTRACTOR shall coordinate with ADMINISTRATOR and Orange County Probation  
5 Department (Probation) to identify individuals to be served by this Agreement.

6 a. CONTRACTOR shall accept Probation Clients authorized and referred by Probation to  
7 CONTRACTOR.

8 b. CONTRACTOR and any community resources that CONTRACTOR may refer  
9 Probation Clients to for services, shall be approved by Probation in accordance with Probation’s  
10 Community Resources Guidelines and Expectations. The approval process shall include, but is not  
11 limited to, a program assessment to determine the extent and quality of approved services to be  
12 provided; liability insurance for all paid and unpaid personnel; verification of staff licenses, education  
13 and experience; and subsequent program monitoring.

14 c. CONTRACTOR’s program shall be in compliance with all federal, state and COUNTY  
15 laws, rules, guidelines and regulations.

16 d. CONTRACTOR’s staff currently on probation, parole or pending any criminal charge  
17 shall not provide services to Probation referred Clients.

18 e. CONTRACTOR shall provide the referring Deputy Probation Officer with an initial  
19 treatment plan; monthly progress reports; and provide notification regarding missed appointments  
20 within forty-eight (48) hours, and/or in the event that a Probation Client is known to be in violation of an  
21 existing Court order.

22 f. CONTRACTOR’s program assessment process, whereby a Probation Client is  
23 undergoing assessment, does not guarantee Probation’s approval to place a Client into CONTRACTOR’s  
24 program.

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

27 a. Individuals under the age of eighteen (18) years of age (until eighteenth [18th]  
28 birthday);

29 b. Individuals eighteen (18) through twenty-five (25) years of age (until twenty-sixth  
30 [26th] birthday) who are legally residing in COUNTY and otherwise eligible for public services under  
31 federal and state law;

32 c. Displaying behaviors or a history indicative of SED or SMD as defined by the WIC  
33 Section 5600.3; and

34 d. In one of the following target groups:

35 1) homeless;

36 2) unserved or underserved because of linguistic or cultural isolation;

37 3) with a history of multiple psychiatric hospitalizations;

- 4) experiencing their first psychotic episodes;
- 5) uninsured and exiting the Social Service or Probation systems;
- 6) with special needs and/or Co-Occurring disorders; or
- 7) children of parent(s)/guardian(s)s with serious mental illness.

3. CONTRACTOR shall coordinate Referrals with other existing wraparound and Mental Health Services to ensure that all Clients and/or their families are given access to the most appropriate level and type of services. Other services may include WOC, MHSA FSP programs for children and/or adults, and other COUNTY Mental Health Services.

4. CONTRACTOR shall provide supportive services for all persons referred but not admitted to the FSW until those persons can be engaged in alternative services. Referrals to alternate services, and the supported services provided until Engagement, will be reviewed and approved by ADMINISTRATOR.

5. CONTRACTOR shall provide a FSW program that will provide in-home, intensive, mental health case management services addressing family needs across all life domains of the Client. In the program, a case manager and an enrollee/family will form a service team which will identify strengths, needs and resources, including additional people to be added to the team. The team will develop a service plan for each enrollee within thirty (30) calendar days of enrollment. The implementation of the service plan will be the responsibility of the team using a "whatever-it-takes" approach to promote success, safety and permanence in the home, school, and community. The plan will cover the entire range of needs for the Client and/or their family: housing, employment and medical, etc. in addition to Mental Health Services. The team will be responsible for identifying ways of addressing need through linkage to existing services in the community and will also have limited access to additional funding to access other needed services or support as necessary.

6. CONTRACTOR shall ensure that every Client is engaged in mental health treatment appropriate to his/her Diagnosis and level of distress. Therapists, Psychiatrist, and others providing treatment will be included on the FSW team unless otherwise approved in writing by ADMINISTRATOR.

7. CONTRACTOR shall collect and input all data about characteristics and progress of the Clients into a Data Collection System or other database as mandated by the state and/or ADMINISTRATOR.

8. CONTRACTOR shall confer with ADMINISTRATOR prior to recommending a Client for discharge. Planning for discharge or transition to an appropriate alternative service shall be initiated at Admission to the FSW and be incorporated into the service plan.

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1 9. CONTRACTOR shall develop and maintain an advisory committee for the FSW services,  
2 which shall meet at least monthly to review and comment on the progress of the program. Clients,  
3 Probation representatives, former Clients, and/or their family members shall be represented on the  
4 committee, as well as relevant community representatives mutually agreed upon by ADMINISTRATOR  
5 and CONTRACTOR.

6 10. CONTRACTOR shall participate in any clinical case review and implement any  
7 recommendations made by ADMINISTRATOR to improve Client care.

8 11. CONTRACTOR shall conduct thirty (30)-day review of open cases, or previously opened  
9 with another provider. CONTRACTOR shall ensure that all chart documentation complies with all  
10 federal, state, and COUNTY guidelines and standards.

11 12. CONTRACTOR shall ensure that all clinical documentation is completed promptly and is  
12 reflected on the Client’s chart within twenty-four (24) hours after the completion of services.

13 C. PERFORMANCE OUTCOMES

14 1. CONTRACTOR shall complete Performance Outcome Measures as required by State  
15 and/or COUNTY.

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

22 3. CONTRACTOR shall cooperate in data collection in order to develop baseline figures for  
23 future evaluation and report performance in terms of Client satisfaction, length of stay, and duration of  
24 services.

25 D. CONTRACTOR RESPONSIBILITIES

26 1. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of  
27 CONTRACTOR’s administrative and program P&Ps. CONTRACTOR shall provide signature  
28 confirmation of its P&P training for each staff member and place in their personnel files.

29 2. CONTRACTOR shall ensure that all newly hired staff complete the COUNTY’s New  
30 Provider Training, existing staff complete the COUNTY’s Annual Provider Training, and staff  
31 responsible for input into IRIS complete the IRIS New User Training.

32 3. CONTRACTOR shall ensure that Annual Compliance Training is completed as set forth in  
33 Subparagraph C. of the Compliance Paragraph of the Agreement.

34 4. CONTRACTOR shall agree to adopt and comply with the written Quality Improvement  
35 Implementation Plan and procedures provided by ADMINISTRATOR which describe the requirements  
36 for quality improvement, supervisory review, and medication monitoring.

37 //

1           5. CONTRACTOR shall agree to adopt and comply with the documentation standards as per  
 2 ADMINISTRATOR’s Standards of Care practices; P&P’s, New Provider Training, Annual Provider  
 3 Training; DHCS State Contract; Title IX; the State EPSDT Documentation Manual; the State EPSDT  
 4 TBS Documentation Manual; Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home  
 5 Based Services (IHBS) & Therapeutic Foster Care (TFC) for Medi-Cal Beneficiaries, and the EPSDT  
 6 TBS Coordination of Care Best Practices Manual as provided by ADMINISTRATOR, which describe,  
 7 but are not limited to, the requirements for Medi-Cal and ADMINISTRATOR charting standards; and  
 8 any state regulatory requirements.

9           6. CONTRACTOR shall regularly review their charting, IRIS data input, and invoice systems  
 10 to ensure compliance with COUNTY and State P&Ps and establish mechanisms to prevent inaccurate  
 11 claim submissions.

12           7. CONTRACTOR shall maintain on file at the facility minutes and records of all quality  
 13 improvement meetings and processes. Such records and minutes shall also be subject to regular review  
 14 by ADMINISTRATOR in the manner specified in the Quality Improvement Implementation Plan and  
 15 ADMINISTRATOR’s P&Ps.

16           8. CONTRACTOR shall attend:

17           a. Case conferences, as requested by ADMINISTRATOR to address any aspect of clinical  
 18 care.

19           b. Monthly meetings with ADMINISTRATOR to discuss contractual and other issues  
 20 related to, but not limited to compliance with P&Ps, statistics and clinical services.

21           c. Clinical staff training for individuals by ADMINISTRATOR. Such training shall be  
 22 conducted by CONTRACTOR and/or ADMINISTRATOR.

23           d. Quarterly QIC meetings.

24           9. CONTRACTOR shall allow ADMINISTRATOR to attend, and if necessary conduct, QIC  
 25 and medication monitoring meetings.

26           E. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of  
 27 Tokens for appropriate individual staff to access IRIS at no cost to the CONTRACTOR.

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

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

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

34           4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following  
 35 conditions:

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

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



- c. Token of each staff member who leaves employment of CONTRACTOR; or
- d. Token is malfunctioning;
- e. Termination of the Agreement.

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

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

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

F. CONTRACTOR shall obtain a NPI.

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

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

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

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

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

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

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

- 1 2. Maximize the use of the allocated funds;
- 2 3. Ensure timely and accurate reporting of monthly expenditures;
- 3 4. Maintain appropriate staffing levels;
- 4 5. Request budget and/or staffing modifications to the Agreement;
- 5 6. Effectively communicate and monitor the program for its success;
- 6 7. Track and report expenditures electronically;
- 7 8. Maintain electronic and telephone communication between CONTRACTOR and
- 8 ADMINISTRATOR; and
- 9 9. Act quickly to identify and solve problems.

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

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

18 M. FLEXIBLE FUNDS

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

22 a. Flexible Funds shall be individualized, appropriate, reasonable, and justified for the  
 23 treatment of a Client’s mental illness and overall quality of life;

24 b. Flexible Funds may be utilized when other community resources such as  
 25 family/friends, food banks, shelters, charitable organizations, etc. are not available and/or accessible in a  
 26 timely manner, or are not appropriate for a Client’s situation. Designated CONTRACTOR staff shall  
 27 assist Clients in exploring other available resources whenever possible, prior to utilizing Flexible Funds;

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

30 d. Flexible Funds shall not be used for housing Clients that have not been enrolled in  
 31 CONTRACTOR’s program, unless approved, in advance and in writing, by ADMINISTRATOR;

32 e. Flexible Funds shall not be given in the form of cash to any Client, either enrolled or in  
 33 the Outreach and Engagement phase of the CONTRACTOR’s program;

34 f. Pre-purchases shall only be for food, transportation, clothing and motels or other  
 35 purchases as required and appropriate, and approved in advance and in writing, by ADMINISTRATOR;

36 g. Pre-purchases of food, transportation, and clothing vouchers and/or gift cards shall be  
 37 limited to a combined \$5,000 supply on-hand at any given time, and that all voucher and/or gift card

1 purchases and disbursements shall be tracked and logged by designated CONTRACTOR staff.  
2 Vouchers and/or gift cards shall be limited in monetary value to not more than twenty five dollars \$25  
3 each, unless otherwise approved in advance and in writing, by ADMINISTRATOR.

4 h. Pre-purchases for motels shall be on a case-by-case basis and time-limited in nature,  
5 and only utilized while more appropriate housing is being located. Pre-purchases of motel rooms shall  
6 be tracked and logged upon purchase and disbursement.

7 2. CONTRACTOR's process for documenting and accounting for all Flexible Fund  
8 expenditures, shall include, but not be limited to, retention of comprehensible source documentation  
9 such as receipts, copies of lease/rental agreements for Client housing, general ledgers, and needs shall be  
10 documented in Client's MHP;

11 3. CONTRACTOR shall obtain written authorization from ADMINISTRATOR for individual  
12 purchases made on behalf of a Client and/or Client family member(s) in the amount(s) as determined by  
13 ADMINISTRATOR;

14 a. Gift cards and vouchers for Clients shall be securely stored and documentation of their  
15 disbursement, including end-of-year process accounting for gift cards still in staff possession, shall be  
16 maintained by CONTRACTOR.

17 b. A single Flexible Fund expenditure, in excess of \$1,000, shall not be made without  
18 prior written approval of ADMINISTRATOR. In emergency situations, CONTRACTOR may exceed  
19 the \$1,000 limit, if appropriate and justified, and shall notify ADMINISTRATOR the next business day  
20 of such an expense. Said notification shall include total costs and a justification for the expense. Failure  
21 to notify ADMINISTRATOR within the specified timeframe may result in disallowance of the  
22 expenditure;

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

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

30 6. CONTRACTOR shall develop and maintain a P&P regarding Flexible Funds that  
31 incorporates at a minimum the requirements as specified in Subparagraph C.1., above. CONTRACTOR  
32 shall submit said P&P to ADMINISTRATOR no later than twenty (20) calendar days from the start of  
33 the Agreement. If the Flexible Fund P&P has not been approved by ADMINISTRATOR within sixty  
34 (60) calendar days from the start of the Agreement, any subsequent Flexible Fund expenditures may be  
35 disallowed by ADMINISTRATOR.

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

**VI. STAFFING**

A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs continuously throughout the term of the Agreement. One (1) FTE shall be equal to an average of forty (40) hours of work per week to provide behavioral health outpatient services for children and youth:

PROGRAM

Director of Youth Development	0.40
Program Director	1.00
Quality Assurance Supervisor	1.00
Quality Assurance Specialist I/II	1.00
Data Analyst	1.00
Office Specialist	1.30
Facility Supervisor	0.50
Facility Coordinator	1.00
Information & Referral Specialist	0.50
E.H.R. Administrator	1.00
WEX Job Coach	1.00
Lic Clinical Supv/Asst Program Dir.	1.00
Assistant Program Director	2.00
Wellness & Recovery Clinician	2.00
Intake Clinician	2.00
FSP Supervisor	6.00
Transition Coordinator	11.00
Service Coordinator	11.00
Career & Education Specialist	1.00
Peer Support Specialist	<u>2.00</u>
PROGRAM TOTAL FTEs	47.70
SUBCONTRATOR FTEs	0.80
TOTAL FTEs	48.50

B. CONTRACTOR shall have as Head of Service a licensed mental health professional, in conformance to one of the following staff categories: Psychiatrist, Licensed Psychologist, LCSW, LPCC, Licensed MFT, RN, LVN, or LPT.

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

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

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

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

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

28 H. CONTRACTOR shall recruit, hire, train, and maintain staff that are persons in recovery, and/or  
 29 family members of persons in recovery. These individuals shall not be currently receiving services  
 30 directly from CONTRACTOR. Documentation may include, but not be limited to, the following:  
 31 records attesting to efforts made in recruitment and hiring practices and identification of measures taken  
 32 to enhance accessibility for potential staff in these categories.

33 I. CONTRACTOR shall provide training to service staff covering suicide assessment and crisis  
 34 intervention or indications of suicidal risk (depending on scope of practice), developing safety plans,  
 35 maintaining healthy boundaries, reporting child abuse, dealing with difficult Clients, meeting facilitation  
 36 and medication, confidentiality, identification of strengths, promoting life skills, and such other topics

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1 identified by the COUNTY. Formal training sessions may also be used to cover these topics but cannot  
2 substitute for weekly supervision hours.

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

7 K. CONTRACTOR shall ensure that all staff, albeit paid or unpaid, complete necessary training  
8 prior to discharging duties associated with their titles and any other training necessary to assist the  
9 CONTRACTOR and COUNTY to be in compliance with prevailing standards of practice as well as  
10 State and Federal regulatory requirements.

11 L. CONTRACTOR shall provide ongoing supervision throughout all shifts to all staff, albeit paid  
12 or unpaid, direct line staff or supervisors/directors, to enhance service quality and program  
13 effectiveness. Supervision methods should include debriefings and consultation as needed, individual  
14 supervision or one-on-one support, and team meetings. Supervision should be provided by a supervisor  
15 who has extensive knowledge regarding mental health issues.

16 M. WORKLOAD STANDARDS – CONTRACTOR understands and agrees that at any given time  
17 the standards referenced below are minimum standards, and shall make every effort to exceed these  
18 minimums.

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

20 2. Annually, for Period One, Period Two, and Period Three, CONTRACTOR shall provide a  
21 minimum of twenty five thousand three hundred twenty three (25,323) direct hours of service, with a  
22 minimum of one hundred twenty (120) hours of medication support services, and twenty five thousand  
23 two hundred (25,200) hours of other mental health, case management, and/or crisis intervention or TBS  
24 services as identified in the Services Paragraph of this Exhibit A to the Agreement.

25 3. CONTRACTOR shall, at a minimum, provide the following DSH per month per FTE:

26 a. Intake Clinician shall provide one hundred (100) DSH per month or one thousand two  
27 hundred (1,200) DSH per year.

28 b. FSP Supervisor shall provide sixty (60) DSH per month or seven hundred twenty (720)  
29 DSH per year.

30 c. Transition Coordinator shall provide seventy (70) DSH per month or eight hundred  
31 forty (840) DSH per year.

32 d. Service Coordinator shall provide fifty (50) DSH per month or six hundred (600) DSH  
33 per year.

34 e. Career and Education Specialist shall provide fifty (50) DSH per month or six hundred  
35 (600) DSH per year.

36 f. Wellness & Recovery Clinician shall provide fifty (50) DSH per month or six hundred  
37 (600) DSH per year.

1 g. Peer Support Specialist shall provide twenty five (25) DSH per month or three hundred  
2 (300) DSH per year.

3 h. Subcontracted Psychiatrist shall provide ten (10) DSH per month or one hundred  
4 twenty (120) DSH per year.

5 i. Subcontracted Sexual Offender Therapy shall provide twenty (20) DSH per month or  
6 two hundred forty (240) DSH per year.

7 j. CONTRACTOR understands and agrees that this is a minimum standard and shall  
8 make every effort to exceed this minimum.

9 4. CONTRACTOR shall maintain an ongoing minimum caseload of two hundred twenty  
10 (220) unduplicated Clients/Client families throughout the term of the Agreement, unless otherwise  
11 approved by ADMINISTRATOR.

12 5. CONTRACTOR shall provide a minimum of one (1) weekly Face-to-Face Contact with  
13 Clients/Client families per year for FSW services.

14 6. CONTRACTOR shall ensure a Face-to-Face Contact weekly for every Client and/or their  
15 family admitted to the program, unless written exception is granted by ADMINISTRATOR.

16 7. CONTRACTOR shall provide Face-to-Face Contact within three (3) business days of  
17 Client's Referral for services.

18 8. CONTRACTOR shall not refuse Client referrals if any of CONTRACTOR's staff are  
19 below workload standards, as defined in the Staffing Paragraph, Subparagraph M. of this Exhibit A to  
20 the Agreement, unless otherwise approved by ADMINISTRATOR.

21 N. STUDENT INTERNS

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

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

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

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

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

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1 EXHIBIT B  
 2 AGREEMENT FOR PROVISION OF  
 3 FULL SERVICE PARTNERSHIP/WRAPAROUND SERVICES  
 4 FOR YOUTHFUL OFFENDERS  
 5 BETWEEN  
 6 COUNTY OF ORANGE  
 7 AND  
 8 WAYMAKERS  
 9 JULY 1, 2018 THROUGH JUNE 30, 2021

11 **I. BUSINESS ASSOCIATE CONTRACT**

12 A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

33 6. The parties understand that the HIPAA Privacy and Security rules, as defined below in  
 34 Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the  
 35 covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the  
 36 terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to  
 37 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 P&Ps, to manage the selection,  
5 development, implementation, and maintenance of security measures to protect ePHI and to manage the  
6 conduct of CONTRACTOR's workforce in relation to the protection of that information.

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

9 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

1 7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in  
2 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance  
3 with 45 CFR § 164.502(g).

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

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

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

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

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

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

19 14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of ePHI at  
20 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.

21 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in  
22 45 CFR § 160.103.

23 16. "Technical safeguards" means the technology and the P&Ps for its use that protect  
24 electronic PHI and control access to it.

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

28 18. "Use" shall have the meaning given to such term under the HIPAA regulations in 45 CFR §  
29 160.103.

30 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

4 D. SECURITY RULE

5 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish  
6 and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR  
7 § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to  
8 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.  
9 CONTRACTOR shall develop and maintain a written information privacy and security program that  
10 includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of  
11 CONTRACTOR's operations and the nature and scope of its activities.

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

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

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

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

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

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

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

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

1 E. DATA SECURITY REQUIREMENTS

2 1. Personal Controls

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

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

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

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

28 2. Technical Security Controls

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

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

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

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

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

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

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

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

36 h. Data Destruction. When no longer needed, all PHI COUNTY discloses to  
37 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY

1 must be wiped using the Gutmann or US DoD 5220.22-M (7 Pass) standard, or by degaussing. Media  
2 may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods  
3 require prior written permission by COUNTY.

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

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

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

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

23 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to  
24 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
25 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is  
26 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files  
27 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as  
28 website access, file transfer, and E-Mail.

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

### 33 3. Audit Controls

34 a. System Security Review. CONTRACTOR must ensure audit control mechanisms that  
35 record and examine system activity are in place. All systems processing and/or storing PHI COUNTY  
36 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
37 COUNTY must have at least an annual system risk assessment/security review which provides



1 assurance that administrative, physical, and technical controls are functioning effectively and providing  
2 adequate levels of protection. Reviews should include vulnerability scanning tools.

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

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

10 4. Business Continuity/Disaster Recovery Control

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

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

23 5. Paper Document Controls

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

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

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

36 //

37 //

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

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

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

#### 16 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

10                  4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in  
11 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the  
12 COUNTY.

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

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

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

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

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

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

35                  1. CONTRACTOR may use or further disclose PHI COUNTY discloses to CONTRACTOR  
36 as necessary to perform functions, activities, or services for, or on behalf of, COUNTY as specified in  
37 //

1 the Agreement, provided that such use or Disclosure would not violate the HIPAA Privacy Rule if done  
2 by COUNTY except for the specific Uses and Disclosures set forth below.

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

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

8 1) The Disclosure is required by law; or

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

14 c. CONTRACTOR may use or further disclose PHI COUNTY discloses to  
15 CONTRACTOR to provide Data Aggregation services relating to the Health Care Operations of  
16 CONTRACTOR.

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

19 3. CONTRACTOR may use and disclose PHI COUNTY discloses to CONTRACTOR  
20 consistent with the minimum necessary P&Ps of COUNTY.

21 4. CONTRACTOR may use or disclose PHI COUNTY discloses to CONTRACTOR as  
22 required by law.

23 H. PROHIBITED USES AND DISCLOSURES

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

29 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI  
30 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on  
31 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC §  
32 17935(d)(2).

33 I. OBLIGATIONS OF COUNTY

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

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

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

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

9 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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1 EXHIBIT C  
 2 AGREEMENT FOR PROVISION OF  
 3 FULL SERVICE PARTNERSHIP/WRAPAROUND SERVICES  
 4 FOR YOUTHFUL OFFENDERS  
 5 BETWEEN  
 6 COUNTY OF ORANGE  
 7 AND  
 8 WAYMAKERS  
 9 JULY 1, 2018 THROUGH JUNE 30, 2021

11 **I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT**

12 Any reference to statutory, regulatory, or contractual language herein shall be to such language as in  
13 effect or as amended.

14 A. DEFINITIONS

15 1. "Breach" shall have the meaning given to such term under the IEA and CMPPA. It shall  
16 include a "PII loss" as that term is defined in the CMPPA.

17 2. "Breach of the security of the system" shall have the meaning given to such term under the  
18 CIPA, CCC § 1798.29(d).

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

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

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

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

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

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

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

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

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

6 B. TERMS OF AGREEMENT

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

11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

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

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

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

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

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

34 3) If the data obtained by CONTRACTOR from COUNTY includes PII,  
35 CONTRACTOR shall also comply with the substantive privacy and security requirements in the  
36 CMPPA Agreement between the SSA and the CHHS and in the Agreement between the SSA and  
37 DHCS, known as the IEA. The specific sections of the IEA with substantive privacy and security

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

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

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

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

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

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

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

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