

AGREEMENT FOR PROVISION OF
 WRAPAROUND MENTAL HEALTH OUTPATIENT SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND

«NAME1» «UC_DBA»
 JULY 1, ~~2013~~ 2016 THROUGH JUNE 30, ~~2016~~ 2017

THIS AGREEMENT entered into this 1st day of July ~~2013~~ 2016, which date is enumerated for purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and «NAME1», «UC_DBA» a «CORP_STAT» (a «CORP_STAT» (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency (ADMINISTRATOR).

W I T N E S S E T H:

WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Wraparound Mental Health Outpatient services described herein to the residents of Orange County; and

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

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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REFERENCED CONTRACT PROVISIONS

Term: July 1, ~~2013~~2016 through June 30, ~~2016~~2017

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

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

~~Period Three means the period from July 1, 2015 through June 30, 2016~~

Aggregate Maximum Obligation:

Period One Maximum Obligation:	\$ <u>\$</u> 709,000
Period Two Maximum Obligation:	709,000
Period Three Maximum Obligation:	709,000
TOTAL MAXIMUM OBLIGATION:	\$2,127,000

Basis for Reimbursement: Actual Cost

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

CONTRACTOR DUNS Number: «DUNS»

CONTRACTOR TAX ID Number: «TAX_ID»

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: «CONTACT»
«NAME2» ~~«UC_DBA»~~
«ADDRESS»
«CITY_STATE_ZIP»
«CONTACT_EMAIL1»

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I. ACRONYMS

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

A.	A.	AES	Advanced Encryption Standard
B.	ARRA	American Recovery and Reinvestment Act	
B.	C.	BCP	Business Continuity Plan
D.	BHS	Behavioral Health Services	
E.	C.	CCC	California Civil Code
F.	D.	CCR	California Code of Regulations
G.	CD/DVD	Compact Disc/Digital Video or Versatile Disc	
H.	E.	CEO	County Executive Office
I.	F.	CFR	Code of Federal Regulations
G.	J.	CHHS	California Health and Human Services Agency
K.	CHPP	COUNTY HIPAA Policies and Procedures	
L.	CIPA	California Information Practices Act	
M.	CMPPA	Computer Matching and Privacy Protection Act	
N.	H.	COI	Certificate of Insurance
O.	I.	CSW	Clinical Social Worker
P.	J.	DD	Dual Diagnosis <u>Diagnosed</u>
K.	D/MC	Drug/Medi-Cal	
L.	Q.	DHCS	Department of Health Care Services
R.	D/MC	Drug/Medi-Cal	
S.	DOD	Department of Defense	
T.	DRP	Disaster Recovery Plan	
U.	M.	DRS	Designated Record Set
V.	N.	DSH	Direct Service Hour
O.	W.	EHR	Electronic Health Record
X.	E-MAIL	Electronic Mail	
Y.	ePHI	Electronic Protected Health Information	
P.	Z.	EPSDT	Early Periodic Screening, Diagnosis, and Treatment
Q.	AA.	FIPS	Federal Information Process Standards
AB.	FSP	Full Service Partnership	
AC.	FTE	Full Time Equivalent	
AD.	R.	GAAP	Generally Accepted Accounting Principles
AE.	S.	HCA	Health Care Agency
AF.	T.	HHS	Health and Human Services

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1	U AG.	HIPAA	Health Insurance Portability and Accountability Act of 1996,
2		Public	Law 104-191
3	AH.	HITECH ACT	Health Information Technology for Economic and Clinical Health Act, Public
4		Law 111-005	
5	AI.	V.	HSC California Health and Safety Code
6	AJ.	ICC	Intensive Care Coordination
7	AK.	IHBS	Intensive Home Based Services
8	AL.	W.	IRIS Integrated Records and Information System
9	AM.	X.	ISO Insurance Services Office
10	Y.	AN.	LCSW Licensed Clinical Social Worker
11	AO.	LPT	Licensed Psychiatric Technician
12	Z.	AP.	LVN Licensed Vocational Nurse
13	AQ.	AA.	MFT Marriage and Family Therapist
14	AR.	AB.	MHP Mental Health Plan
15	AS.	AC.	MHSA Mental Health Services Act
16	AT.	AD.	MIHS Medical and Institutional Health Services
17	AU.	AE.	NOA-A Notice of Action
18	AV.	AF.	NPI National Provider Identifier
19	AG.	AW.	NPP Notice of Privacy Practices
20	AX.	AH.	OIG Office of Inspector General
21	AY.	AI.	OMB Office of Management and Budget
22	AZ.	AJ.	OPM Federal Office of Personnel Management
23	BA.	AK.	P&P Policy and Procedure
24	BB.	PBM	Pharmaceutical Benefits Management
25	BC.	AL.	PC State of California Penal Code
26	BD.	AM.	PHI Protected Health Information
27	BE.	PI	Personal Information
28	BF.	AN.	PII Personally Identifiable Information
29	BG.	POC	Plan of Care
30	BH.	AO.	PRA Public Record Records Act
31	BI.	AP.	QIC Quality Improvement Committee
32	BJ.	AQ.	SIR Self-Insured Retention
33	BK.	AR.	SSA Social Services Agency
34	BL.	AS.	TAY Transitional Age Youth
35	BM.	AT.	TBS Therapeutic Behavioral Services
36	BN.	TCM	Targeted Case Management
37	BO.	TFC	Therapeutic Foster Care

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1	BP AU.	USC	United States Code
2	AV.	UMDAP	Uniform Method of Determining Ability to Pay
3	BQ.	UOS	Units of Service
4	BR.	USC	United States Code
5	BS.	AW.	WIC State of California Welfare and Institutions Code
6	BT.	AX.	WOC Wraparound Orange County

III. ALTERATION OF TERMS

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

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

III. ASSIGNMENT OF DEBTS

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

IV

IV. COMPLIANCE

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

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

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

3. If CONTRACTOR elects to adhere to HCA's Compliance Program and Code of Conduct; the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of award of

1 this Agreement a signed acknowledgement that CONTRACTOR shall comply with HCA's Compliance
2 Program and Code of Conduct.

3 4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it
4 shall submit a copy of its Compliance Program, Code of Conduct and relevant policies and procedures to
5 ADMINISTRATOR within thirty (30) calendar days of award of this Agreement. ADMINISTRATOR's
6 Compliance Officer shall determine if CONTRACTOR's Compliance Program and Code of Conduct
7 contains all required elements. CONTRACTOR shall take necessary action to meet said standards or
8 shall be asked to acknowledge and agree to ~~the~~ HCA's Compliance Program and Code of Conduct if the
9 CONTRACTOR's Compliance Program and Code of Conduct ~~does~~do not contain all required elements.

10 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the
11 CONTRACTOR's Compliance Program and Code of Conduct contains all required elements,
12 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of
13 CONTRACTOR's Compliance Program, Code of Conduct and related policies and procedures.

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

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

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

34 2. An Ineligible Person shall be any individual or entity who:
35 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in federal
36 and state health care programs; or
37 b. has been convicted of a criminal offense related to the provision of health care items or

services and has not been reinstated in the federal and state health care programs after a period of exclusion, suspension, debarment, or ineligibility.

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

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

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

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

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

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

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

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

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

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

D. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

V. CONFIDENTIALITY

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

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

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

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

B. Prior to providing any services pursuant to this Agreement, all members of the Board of Directors or its designee or authorized agent, employees, consultants, subcontractors, volunteers and interns of the

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

VII. COST REPORT

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

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

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

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

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

3. In the event that CONTRACTOR does not submit an accurate and complete an individual

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

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

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

20 D. Unless approved by ADMINISTRATOR, costs that exceed the ~~State—Maximum~~
 21 ~~Allowance~~ County Contract Rates (CCR) per Medi-Cal Unit of Services, as determined by the ~~State~~
 22 DHCS, shall be unreimbursable to CONTRACTOR.

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

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

28 //
 29 //
 30 //
 31 //
 32 //
 33 //

34 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
 35 supporting documentation prepared by _____ for the cost report period
 36 beginning _____ and ending _____ and that, to the best of my knowledge
 37 and belief, costs reimbursed through this Agreement are reasonable and allowable and

directly or indirectly related to the services provided and that this Cost Report is a true, correct, and complete statement from the books and records of (provider name) in accordance with applicable instructions, except as noted. I also hereby certify that I have the authority to execute the accompanying Cost Report.

Signed _____
 Name _____
 Title _____
 Date _____"

VII. DEBARMENT AND SUSPENSION CERTIFICATION

A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS

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

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

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

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

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

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

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

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

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

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

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

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

VIII. EMPLOYEE ELIGIBILITY VERIFICATION

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

IX. EQUIPMENT

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

B. CONTRACTOR shall obtain ADMINISTRATOR's prior written approval to purchase any

Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting documentation, which includes delivery date, unit price, tax, shipping and serial numbers. CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each purchased asset in an Equipment inventory.

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

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

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

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

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

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

X.XI. FACILITIES, PAYMENTS AND SERVICES

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

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

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

~~XI~~**XII. INDEMNIFICATION AND INSURANCE**

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

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

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

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

~~DE.~~ If ~~CONTRACTOR~~ CONTRACTOR fails to maintain insurance acceptable to COUNTY for the full

term of this Agreement, COUNTY may terminate this Agreement.

EF. QUALIFIED INSURER

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

2. If the insurance carrier ~~is not an admitted carrier in the state of California and~~ does not have an A.M. Best ~~rating~~ 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.

FG. 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' <u>Workers</u> Compensation	Statutory
Employers' <u>Employers</u> Liability Insurance	\$1,000,000 per occurrence
Professional Liability Insurance <u>Network Security & Privacy</u> \$1,000,000 per claims made	<u>Liability</u>
<u>Professional Liability</u>	\$1,000,000 per occurrence <u>claims made</u>
	\$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 ~~Auto~~ Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA ~~0012~~ 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

HI. REQUIRED ENDORSEMENTS—

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

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

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

~~I. All insurance policies required by this Agreement~~ 2. The Network Security and Privacy Liability policy shall ~~waive all rights of subrogation against~~ contain the following endorsements which shall accompany the COI:

a. An Additional Insured endorsement naming the County of Orange ~~and members of the Board of Supervisors~~, its elected and appointed officials, officers, ~~agents and~~ employees ~~when acting within the scope of their appointment~~, and agents as Additional Insureds for its vicarious liability.

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

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

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

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

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

MN. The Commercial General Liability policy shall contain a "severability of interests" clause

also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

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

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

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

~~Q~~

R. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

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

4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any

insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid ~~COI's~~ COIs and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.

~~XII~~ XIII. INSPECTIONS AND AUDITS

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

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

C. AUDIT RESPONSE

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

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

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

of ~~related expenditures during the term of this Agreement~~ receipt.

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

~~XIII~~ XIV. LICENSES AND LAWS

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

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and

requirements as they exist now or may be hereafter amended or changed. These laws, regulations, and requirements shall include, but not be limited to, the following:

1. ARRA of 2009.
- ~~2. WIC, Divisions 5, 6 and 9.~~
2. Title 22, CCR, §51009, Confidentiality of Records.
3. California WIC, §14100.2, Medicaid Confidentiality.
4. D/MC Certification Standards for Substance Abuse Clinics, July 2004.
5. D/MC Billing Manual (March 23, 2010).
6. Federal Medicare Cost reimbursement principles and cost reporting standards.
7. State of California-Health and Human Services Agency, DHCS, Mental Health Services Division (MHSD), Medi-Cal Billing Manual, October 2013.
8. Orange County Medi-Cal Mental Health Managed Care Plan.
9. Short Doyle/Medi-Cal Manual for the Rehabilitation Option and TCM.
10. WIC, Division 5, Community Mental Health Services.
11. WIC, Division 6, Admissions and Judicial Commitments.
12. WIC, Division 7, Mental Institutions.
13. HSC, §§1250 et seq., Health Facilities.
4. 14. PC, ~~Part 4, Title 1, Chapter 2, Article 2.5 relating to §§11164-11174.3,~~ Child Abuse and Neglect Reporting Act.
- ~~15.~~ CCR, Title 9, Rehabilitative and Developmental Services.
16. CCR, Title 17, ~~and~~ Public Health.
17. CCR, Title 22, Social Security.
- ~~6.~~ 18. CFR, Title 42, Public Health.
19. ~~and~~ CFR, Title 45, Public Welfare.
20. ~~7.~~ USC Title 42, Public Health and Welfare.
21. ~~8.~~ Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- ~~9.~~ 22. 42 USC, ~~Chapter 126,~~ §12101, et seq., ~~the~~ Americans with Disabilities Act of 1990.
- ~~10~~ 23. 42 USC, ~~§114 and §§~~ §1857, et seq., ~~the~~ Clean Air Act.
- ~~11~~ 24. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- ~~12~~ 25. 31 USC 7501.70, Federal Single Audit Act of 1984.
- ~~13~~ 26. P&Ps set forth in MHSA.
27. 14. P&Ps set forth in DHCS Letters.
- ~~15~~ 28. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- ~~16. OMB Circulars A-87, A-89, A-110, A-122.~~
- ~~17. Title 22, CCR, §51009.~~
18. California WIC, §14100.2.

19. ~~D/MC Certification Standards for Substance Abuse Clinics, July 2004.~~

20. ~~D/MC Billing Manual (March 23, 2010).~~

21. Federal Medicare Cost reimbursement principles and cost reporting standards.

22. ~~Orange County Medi-Cal Mental Health Managed Care Plan.~~

~~23. 29. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,~~

~~Uniform Administrative Requirements, Cost Principles, and Audit Requirements for~~

~~Federal Awards.~~

30. Short-Doyle/Medi-Cal ~~Manual~~ Modifications/Revisions for the Rehabilitation Option and

~~Targeted Case Management~~ TCM Manual, including DMH Letter 94-14, dated July 7,

1994, DMH Letter No. 95-04, dated July 27, 1995, DMH Letter 96-03, dated August 13,

1996.

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

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

~~XIV.~~ **XV. LITERATURE, ADVERTISEMENTS, AND ~~SOCIAL~~ SOCIAL MEDIA**

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

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

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

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

XV. XVI. MAXIMUM OBLIGATION

A. The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all agreements for Wraparound Mental Health Outpatient Services ~~during Period One, Period Two, and Period Three~~ are as specified in the Referenced Contract Provisions of this Agreement. This specific Agreement with CONTRACTOR is only one of several agreements to which this Aggregate Maximum Obligation applies. It therefore is understood by the parties that reimbursement to CONTRACTOR will be only a fraction of ~~these~~ this Aggregate Maximum ~~Obligations~~ Obligation.

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

XVII. MINIMUM WAGE LAWS

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

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

~~XVI. NONDISCRIMINATION~~

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

//

XVIII. NONDISCRIMINATION**A. EMPLOYMENT**

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

subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of his/her ~~ethnic group identification~~, race, ~~religion, ancestry~~, religious creed, color, ~~creed, sex, marital status~~, national origin, ~~age (40 and over), sexual orientation, medical condition, or ancestry~~, physical ~~or disability~~, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.

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

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

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

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

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

B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities on the basis of ~~ethnic group identification~~, race, ~~religion, ancestry~~, religious creed, color, ~~creed, sex, marital status~~, national origin, ~~age (40 and over), sexual orientation, medical condition, or ancestry~~, physical ~~or disability~~, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; -Title VI of the Civil Rights Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); and Title 9, Division 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and

Title II of the Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq., as applicable, and all other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one or more of the factors identified above:

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

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

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

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

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

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

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

E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall

intimidate, coerce or take adverse action against any person for the purpose of interfering with rights secured by federal or state laws, or because such person has filed a complaint, certified, assisted or otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce rights secured by federal or state law.

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

~~XVII. NOTICES~~

XIX. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

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

~~XVIII~~ 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~~ CONTRACTOR's officers or employees with knowledge of the incident.

1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by

28 of 3335

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.

~~XIX.~~ **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.

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~~XX. RECORDS MANAGEMENT AND MAINTENANCE~~

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.

B. CONTRACTOR shall implement and maintain administrative, technical and physical safeguards to ensure the privacy of PHI and prevent the intentional or unintentional use or disclosure of PHI in violation of the HIPAA, federal and state regulations and/or CHPP. CONTRACTOR shall mitigate to the

1 extent practicable, the known harmful effect of any use or disclosure of PHI made in violation of federal
2 or state regulations and/or COUNTY policies.

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

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

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

11 E. CONTRACTOR shall ~~ensure all appropriate state and federal standards of documentation,~~
12 ~~preparation, and confidentiality of~~ make records related pertaining to the costs of services, participant,
13 client and/or patient records are met fees, charges, billings, and revenues available at all times.

14 one (1) location within the limits of the County of Orange.

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

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

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

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

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

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

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

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

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

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

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

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

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

~~XXI. RESEARCH~~ **XXIII. RESEARCH AND PUBLICATION**

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

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~~XXII. REVENUE~~

XXIV. REVENUE

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

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

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

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

~~XXIII. RIGHT TO WORK AND~~ XXV. MINIMUM WAGE LAWS

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

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

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

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

~~XXIV.~~ SEVERABILITY

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

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

~~XXV~~ **XXVI. SPECIAL PROVISIONS**

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

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

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

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

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

- ~~6. Providing inpatient hospital services or purchasing major medical equipment.~~
~~7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal funds (matching).~~

~~XXVI~~ **XXVII. STATUS OF CONTRACTOR**

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

~~XXVII~~ **XXVIII. TERM**

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

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

~~XXVIII~~ **XXIX. TERMINATION**

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

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

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

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

D. CONTINGENT FUNDING

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

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

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

1. Comply with termination instructions provided by ADMINISTRATOR in a manner which is consistent with recognized standards of quality care and prudent business practice.
2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract performance during the remaining contract term.
3. Until the date of termination, continue to provide the same level of service required by this Agreement.
4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,

upon request, all client information and records deemed necessary by ADMINISTRATOR to ~~effect~~affect an orderly transfer.

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

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

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

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

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

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

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~~XXIX~~XXX. **THIRD PARTY BENEFICIARY**

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

~~XXX~~XXXI. **WAIVER OF DEFAULT OR BREACH**

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

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

«NAME1» «UC_DBA»

BY: _____ DATED: _____

TITLE: _____

BY: _____ DATED: _____

TITLE: _____

COUNTY OF ORANGE

BY: _____ DATED: _____

HEALTH CARE AGENCY

APPROVED AS TO FORM

OFFICE OF THE COUNTY COUNSEL

ORANGE COUNTY, CALIFORNIA

BY: _____ DATED: _____

DEPUTY

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

EXHIBIT A
TO AGREEMENT FOR PROVISION OF
WRAPAROUND MENTAL HEALTH OUTPATIENT SERVICES
BETWEEN
COUNTY OF ORANGE
AND

«NAME1»«NAME1»«UC_DBA»

JULY 1, ~~2013~~2016 THROUGH JUNE 30, ~~2016~~2017

I. COMMON TERMS AND DEFINITIONS

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

A. 1. Active and Ongoing Case Load means documentation, by CONTRACTOR, for completion of entry and evaluation services provided to ~~clients~~Clients into COUNTY's IRIS Documentation also includes level, frequency, and duration of services received by ~~clients~~Clients, and these services must be consistent with ~~clients'~~Clients' level of impairments as well as treatment goals. In addition, services are to be individualized and solution-focused, using evidenced-based practices.

B. 2. Administrative Support means individual(s) who is/are responsible for providing a broad range of office support to program and management staff that includes: answering and directing phone calls, writing correspondences, entering data in spreadsheets, preparing invoices for payment, maintaining tracking reports and files, and working on special projects, as assigned.

C. 3. Admission means documentation, by CONTRACTOR, for completion of entry and evaluation services provided to ~~clients~~Clients into IRIS.

D. 4. Care Coordinator means an individual with a Bachelor's degree in human services or related field who will be responsible for developing and leading the Family Team and guiding the evolution of a POC for a ~~client~~Client.

E. 5. Client means any individual, referred or enrolled, for services under the Agreement who is living with mental, emotional, or behavioral disorders.

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

~~— G. 6.~~ Crisis Intervention means a service, lasting less than twenty-four (24) hours that is provided to or on the behalf of a ~~client~~Client for a condition that requires more timely response than a regularly scheduled visit. Service activities may include, but are not limited to: assessment, individual therapy, collateral therapy, family therapy, case management, and psychiatric evaluation.

H. 7. Data Collection System means software used for the collection, tracking, and reporting of

1 of 2019

EXHIBIT A

X:\CONTRACTS - 2013 - \2013-2016\BH\MH OUTPATIENT WRAPAROUND MASTER 13-16 KL.DOC «CONTRACT CODE» MAOPWC01MHKK16
«NAME2» X:\ASR\Behavioral Health\ASR 16-000468 Wraparound MH Outpatient Svcs MASTER FY 16-17 - KL Redline.docx «C_CODE»-

MAOPWCMHKK17

«FOOTER»

outcomes data for ~~clients~~ Clients enrolled in the FSP programs.

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

~~— J~~ 8. DSH means the time, measured in hours and portions of hours, that a clinician spends providing services to ~~clients~~ Clients or significant others on behalf of ~~clients~~ Clients. DSH credit, both billable and non-billable minutes, is obtained by providing mental health, case management, medication support, and crisis intervention services to ~~clients~~ Clients open in IRIS.

~~K~~ 9. EPSDT means the State of California's implementation of the Federal child health component of Medicaid program which provides physical, mental and developmental health services for children and young adults.

~~L~~ 10. Face-to-Face Contact means, as it pertains to a FSP, a direct encounter between CONTRACTOR's staff and ~~client~~ Client(s)/parent(s)/guardian(s). This does not include contact by phone, email, etc. For the purpose of completing an Encounter Document, Face-to-Face Contact means a direct encounter between staff and ~~client~~ Client(s), regardless if another individual(s) is/are present or not.

~~M~~ 11. Family Resource Center Services means Mental Health Services provided to ~~clients~~ Clients that are actively enrolled at the COUNTY's SSA's FRC. FRC is a consortium of agencies providing human services in a single site and under the auspices of SSA.

~~N~~ 12. Family Team means a group formed to meet the needs of a FSP eligible ~~client~~ Client through whatever means possible, and this team includes a program staff, the eligible ~~client~~ Client, the ~~client's~~ Client's family members, and other support individual(s) the family agrees to include on the team.

~~O~~ 13. FSP means a program model described in COUNTY's MHSA plan that has been approved by the State. The MHSA plan describes how COUNTY will utilize MHSA funds to develop and implement treatment plans for mental health ~~clients~~ Clients through FSPs. A FSP is an evidence-based and strength-based model with the focus on the individual rather than the disease.

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

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

~~Q~~ 16. Intake means the initial meeting between a ~~client~~ Client and CONTRACTOR's staff, and includes an evaluation of the ~~client~~ Client to determine if the ~~client~~ Client meets program criteria and is willing to seek services.

~~R~~ 17. IRIS means the COUNTY's database system that collects ~~clients~~ Clients' information such as registration, scheduled appointments, laboratory information system, invoice and reporting capabilities, compliance with regulatory requirements, electronic medical records, and other relevant applications.

~~— S. Licensed CSW~~ 18. LCSW means a licensed individual, pursuant to the provisions of

Chapter 14 of the California Business and Professions Code, who can provide clinical services to ~~clients.~~
~~The license must be current and in force, and has not been suspended or revoked. Also, it is preferred that~~
~~the individual has at least one (1) year of experience treating children and TAY.~~

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

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

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

~~V.~~ 20. Licensed Psychologist means a licensed individual, pursuant to the provisions of Chapter 6.6
of the California Business and Professions Code, who can provide clinical services to ~~clients.~~ The license
must be current and in force, and has not been suspended or revoked. Also, it is preferred that the
individual has at least one (1) year of experience treating children and TAY.

Clients. The license must be current and in force, and has not been suspended or revoked. Also, it is
preferred that the individual has at least one (1) year of experience treating children and TAY.

~~W.~~ 21. LVN means a licensed individual, pursuant to the provisions of Chapter 6.5 of the
California Business and Professions Code, who can provide clinical services to ~~clients~~ Clients. The license
must be current and in force, and has not been suspended or revoked. Also, it is preferred that the
individual has at least one (1) year of experience treating children and Transitional Age Group.

~~X.~~ 22. Live Scan means an inkless, electronic fingerprint which is transmitted directly to the
Department of Justice (DOJ) for the completion of a criminal record check, typically required of
employees who have direct contact with ~~clients~~ Clients.

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

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

~~AA. Medication Services means face-to-face or telephone services provided by a licensed physician,~~
~~registered nurse, or other qualified medical staff. This service includes evaluation and documentation of~~

~~the clinical justification for use of the medication, dosage, side effects, compliance, and response of the client to medication.~~

~~—AB~~ 25. Mental Health Services means an individual or a group therapy and intervention being provided to ~~clients~~ Clients that is designed to reduce mental disability and restores or improves daily functioning. These Mental Health Services must be consistent with goals of learning and development, as well as independent living and enhanced self-sufficiency. In addition, these services cannot be provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include, but are not limited to: assessment, plan development, rehabilitation, and collateral. Also, Mental Health Services may be either Face-to-Face Contact, or by telephone with ~~clients~~ Clients or significant support individuals, and services may be provided anywhere in the community.

1 a. Assessment means a service activity, which may include a clinical analysis of the history and current status of a ~~client's~~ Client's mental, emotional, behavioral disorder, and relevant cultural issues. The Assessment also needs to include history of services being provided, diagnosis, and use of testing procedures.

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

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

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

5 e. ICC Service means assessment and plan development services, to children and youth that qualify under the Katie A. Subclass, that must address the child/youth's mental health need(s) through the coordination of care with providers not primarily associated with mental health services such as the Social Services Agency, Probation Department, and schools (although the client, collateral and mental health providers may also be present).

f. IHBS Service means intensive, individualized and strength-based interventions with children and youth that qualify under the Katie A. Subclass, to assist the child/youth and his/her significant support persons to develop skills to achieve the goals and objectives of the child/youth's treatment plan. IHBS only includes Individual Rehabilitation and Collateral services. Mental Health Services other than Individual Rehabilitation and Collateral will be claimed separately from IHBS.

g. Medication Support Services means services provided by licensed physicians, registered

nurses, or other qualified medical staff, which include: prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals that are necessary to alleviate symptoms of mental illness. These services also include evaluation and documentation of the clinical justification and effectiveness of medication, dosage, side effects, compliance, and response to medication. In addition, the licensed physicians, registered nurses, or other qualified medical staff must obtain informed consent from ~~clients~~ Clients prior to providing medication education and plan development related to the delivery of these services and/or assessment to ~~clients~~ Clients.

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

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

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

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

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

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

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

1 AF 27. NOA-A means a Medi-Cal requirement that informs the beneficiary that she/he is not entitled
2 to any specialty mental health service. COUNTY has expanded the requirement for an NOA-A to all
3 beneficiaries requesting an assessment for services and found not to meet the Medical Necessity criteria
4 for specialty mental health services.

5 AG 28. NPP means a document that notifies elientsClients of uses and disclosures of PHI. The NPP
6 may be made by, or on behalf of, the health plan or health care provider as set forth in the of 1996 HIPAA.

7 AH 29. Outreach means linking potential elientsClients to appropriate mental health services within
8 the community. Outreach activities will include educating the community about the services offered and
9 requirements for participation in the programs. Such activities may result in the CONTRACTOR
10 developing referral sources for elientsClients from various programs being offered within the community.

11 AI 30. Parent Partner means an individual who supports and assists other parent(s)/guardian(s) with
12 children or youth in the system and is hired due to his/her own personal experience and knowledge in
13 raising a child or youth with emotional/behavioral disturbance. For Wraparound Orange County, it is
14 required that this individual has exposure to COUNTY's Welfare Services, Probation, or Mental Health
15 System and can provide support to the Family Team and the parent(s)/guardian(s) in particular.

16 AJ 31. PBM Company means a company contracted by the COUNTY that manages the medication
17 benefits for BHS and MIHS elientsClients that are qualified for medication benefits.

18 AK 32. POC means a written plan, including by reference any Juvenile Court order(s), developed
19 and signed by the Family Team that includes the following elements:

20 1 a. A statement of an overall goal or vision for the elientClient and elient'sClient's
21 family.

22 2 b. The strengths of the elientClient and elient'sClient's family.

23 3 c. The needs, as defined by specific life areas that must be met to achieve the goal(s) of the
24 elientClient and elient'sClient's family.

25 4 d. Prevention and intervention Safety Plans.

26 5 e. The type, frequency, and duration of intervention strategies.

27 6 f. Financial responsibility for the components of the POC.

28 7 g. Desired outcomes.

29 AL 33. Pre-Licensed Psychologist means an individual who has a Ph.D. or Psy.D. in Clinical
30 Psychology and is registered with the Board of Psychology as a Registered Psychologist or Psychological
31 Assistant, while acquiring hours for licensing and providing services under a waiver in accordance with
32 WIC section 575.2. The waiver may not exceed five (5) years.

33 AM 34. Pre-Licensed Therapist means an individual who has a Master's Degree in social work or
34 MFT, PCC and is registered with the BBS as an associate clinical social worker, PCC intern, or MFT
35 intern, while acquiring hours for licensing. Registration is subject to regulations adopted by BBS.

36 AN 35. Program Director means an individual who is responsible for all aspects of administration
37 and clinical operations of the mental health program, including development and adherence to the annual

budget. This individual will also be responsible for the following: hiring, development and performance management of professional and support staff, and ensuring mental health treatment services are provided in concert with local and state rules and regulations.

~~AP~~ 36. PHI means individually identifiable health information usually transmitted through electronic media. PHI can be maintained in any medium as defined in the regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is created or received by a covered entity and is related to the past, present, or future physical or mental health or condition of an individual, provision of health care to an individual, or the past, present, or future payment for health care provided to an individual.

~~AP~~ 37. Psychiatrist means an individual who meets the minimum professional and licensure requirements set forth in Title 9, CCR, Section 623, and, preferably, has at least one (1) year of experience treating children and TAY.

~~AP~~ 38. Psychology Student or Psychology Intern means an individual who is in school pursuing a Ph.D. or Psy.D. in Clinical Psychology, and may or may not meet the criteria for a DHCS Waiver in order to provide services in accordance with DHCS Information Letter No. 10-03. The waiver may not exceed (5) years.

~~AR~~ 39. QIC means a committee that meets quarterly to review one percent (1%) of all “high-risk” Medi-Cal ~~clients~~ Clients in order to monitor and evaluate the quality and appropriateness of services provided. At a minimum, the committee is comprised of ADMINSTRATOR, one (1) clinician, and one (1) physician who are not involved in the clinical care of the cases.

At a minimum, the committee is comprised of ADMINSTRATOR, one (1) clinician, and one (1) physician who are not involved in the clinical care of the cases.

~~AS~~ 40. Referral means effectively linking ~~clients~~ Clients to other services within the community and documenting follow-up provided within five (5) business days to assure that ~~clients~~ Clients have made contact with the referred service(s).

~~AT.~~ Registered Nurse

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

~~clients.~~ 42 The license must be current and in force, and has not been suspended or revoked. Also, it is preferred that the individual has at least one (1) year of experience treating children and TAY.

~~AU.~~ Student Intern means student(s) currently enrolled in an accredited graduate or undergraduate program and is/are accumulating supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable programs include all programs that assist students in meeting the educational requirements to be a Licensed MFT, a LCSW, a Licensed Clinical Psychologist, a Licensed PCC, or to obtain a Bachelor’s degree. Individuals with graduate degrees and have two (2) years of

1 full-time experience in a mental health setting, either post-degree or as part of the program leading to the
2 graduate degree, are not considered as students.

3 ~~AV~~ 43. Supervisory Review means ongoing clinical case reviews in accordance with procedures
4 developed by COUNTY to determine the appropriateness of the diagnosis and treatment plan for
5 ~~elients~~ Clients, as well as to monitor compliance to the minimum ADMINISTRATOR and Medi-Cal
6 charting standards. Supervisory review is conducted by the program/clinic director or designee.

7 ~~AW~~ 44. Token means the security device which allows an end-user to access the
8 ADMINISTRATOR's computer based IRIS.

9 ~~AX~~ 45. UMDAP means the method used for determining the annual ~~elient~~ Client liability for mental
10 health services received from the COUNTY mental health system and is set by the State of California.

11 ~~AY~~ 46. WOC means the wraparound program administered by COUNTY's SSA and is available to
12 children and TAY who are returning from or being considered for placement in group homes.

13 ~~AZ~~ 47. Youth Partner/Specialist means an individual who has a high school diploma, preferably a
14 bachelor's degree in human services or a related field, and has a background working with children and
15 TAY. This individual is to provide consistent, reinforcing support to ~~elients~~ Clients by allowing
16 opportunities for ~~elients~~ Clients to learn and practice social behavior, problem solving skills, and coping
17 skills. In the spirit of MHSA, these positions can be filled by adequate numbers of bilingual, bicultural
18 staff in order to meet the referral needs of the program and the threshold language requirements for
19 COUNTY. It is also recommended by COUNTY that former mental health ~~elients~~ Clients and/or their
20 family members be given priority for these positions due to their unique insight into the experiences of
21 ~~elients~~ Clients.

22 II. BUDGET

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

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	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	<u>TOTAL</u>
ADMINISTRATIVE COSTS				
1	\$	\$	\$	\$
2	«ADMIN_LINE_1	«ADMIN_LINE_1	«ADMIN_LINE_1	«ADMIN_SAL
3	1»	SAL_1»	SAL_2»	MO»
4	«ADMIN_LINE_2	«ADMIN_LINE_2	«ADMIN_LINE_2	«ADMIN_BE
5	2»	BEN_1»	BEN_2»	N_MO»
6	«ADMIN_LINE_3	«ADMIN_LINE_3	«ADMIN_LINE_3	«ADMIN_SS_
7	3»	SS_1»	SS_2»	MO»
8	«ADMIN_LINE_4	«ADMIN_LINE_4	«ADMIN_LINE_4	«ADMIN_IC
9	4»	IC_1»	IC_2»	MO»
10	\$	\$	\$	\$
11	SUBTOTAL	«ADMIN_SUB_2	«ADMIN_SUB_3	«ADMIN_SU
12	«ADMIN_SUB_1»	»	»	B_MO»
13	PROGRAM COSTS			
14	\$	\$	\$	\$
15	«PRGM_LINE_1	«PRGM_LINE_1	«PRGM_LINE_1	«PGM_SAL_
16	»	SAL_1»	SAL_2»	MO»
17	«PRGM_LINE_2	«PRGM_LINE_2	«PRGM_LINE_2	«PGM_BEN_
18	»	BEN_1»	BEN_2»	MO»
19	«PRGM_LINE_3	«PRGM_LINE_3	«PRGM_LINE_3	«PGM_SS_M
20	»	SS_1»	SS_2»	O»
21	«PRGM_LINE_4	«PRGM_LINE_4	«PRGM_LINE_4	«PGM_SUBC
22	»	SUBC_1»	SUBC_2»	MO»
23	\$	\$	\$	\$
24	SUBTOTAL	«PGM_SUB_2	«PGM_SUB_3	«PGM_SUB_
25	«PGM_SUB_1»	»	»	MO»
26	TOTAL GROSS COSTS	\$«TG_COSTS_1»	\$«TG_COSTS_2»	\$«TG_COSTS
27				MO»
28	REVENUE			

1		
2		<u>TOTAL</u>
3	<u>ADMINISTRATIVE COSTS</u>	
4	<u>«ADMIN LINE 1»</u>	\$ <u>«ADMIN LINE 1 SAL»</u>
5	<u>«ADMIN LINE 2»</u>	<u>«ADMIN LINE 2 BEN»</u>
6	<u>«ADMIN LINE 3»</u>	<u>«ADMIN LINE 3 SS»</u>
7	<u>«ADMIN LINE 4»</u>	<u>«ADMIN LINE 4 IC»</u>
8	<u>SUBTOTAL</u>	\$ <u>«ADMIN_SUB»</u>
10		
11	<u>PROGRAM COSTS</u>	
12	<u>«PRGM LINE 1»</u>	\$ <u>«PRGM LINE 1 SAL»</u>
13	<u>«PRGM LINE 2»</u>	<u>«PRGM LINE 2 BEN»</u>
14	<u>«PRGM LINE 3»</u>	<u>«PRGM LINE 3 SS»</u>
15	<u>SUBTOTAL</u>	\$ <u>«PGM_SUB»</u>
16		
17	<u>TOTAL GROSS COSTS</u>	\$ <u>«TG COSTS»</u>
18		
19	<u>REVENUE</u>	
20		
21	<u>Federal Medi-Cal</u>	\$ <u>«FED_MC»</u>
22	<u>State EPSDT</u>	<u>«STATE_EPSDT»</u>
23	<u>TOTAL HCA CONTRACT MAXIMUM OBLIGATION</u>	\$ <u>«HCA_MO»</u>
24		
25	<u>SSA Matching Revenue</u>	\$ <u>«SSA_MATCH»</u>
26	<u>TOTAL COST SUBJECT TO REIMBURSEMENT</u>	\$ <u>«RE TTL_COST»</u>
27		
28	//	
29	//	
30	//	
31	//	
32	//	
33	//	
34	//	
35	//	
36	//	
37		

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

C. The total cost of services provided for in the Agreement are based upon projected revenue generation and shall be reimbursed by Federal Medi-Cal, State, and SSA revenues. CONTRACTOR agrees that if actual Federal Medi-Cal and State reimbursement, based upon the completed DHCS Cost Report for the Fiscal Year is less than budgeted, the difference shall be billed to SSA.

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

~~E. BUDGET/STAFFING MODIFICATIONS~~ CONTRACTOR may request modifications to ~~shift funds between budgeted line items within a program for the purpose of meeting specific program needs or for providing continuity of care to its consumers,~~ budget and staffing by utilizing a Budget/Staffing Modification Request form provided by ~~County of Orange SSA~~ ADMINISTRATOR. Budget modifications must be based on the approved SSA budget. Upon receipt of approved budget modification, and if revisions are applicable to the SSA Agreement, ADMINISTRATOR will revise the budget to reflect approved changes. ~~Additionally, CONTRACTOR may request to shift funds between budgeted line items within a program, for the purpose of increasing or decreasing contract allocations under the Agreement by utilizing a Budget/Staffing Modification Request form provided by ADMINISTRATOR.~~ CONTRACTOR shall submit a properly completed Budget/Staffing Modification Request to ADMINISTRATOR for review and approval.

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

E. G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify

11 of 2019

EXHIBIT A

X:\CONTRACTS - 2013 - \2013-2016\BH\MH\OUTPATIENT WRAPAROUND MASTER 13-16 KL.DOC ~~«CONTRACT CODE»~~ MAOPWC01MHKK16
~~«NAME2»~~ X:\ASR\Behavioral Health\ASR 16-000468 Wraparound MH Outpatient Svcs MASTER FY 16-17 - KL Redline.docx ~~«C_CODE»~~

MAOPWCMHKK17

«FOOTER»

the Budget Paragraph of this Exhibit A to the Agreement.

III. PAYMENTS

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

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

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

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

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

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

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

E. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration

and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or specifically agreed upon in a subsequent Agreement.

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

IV. **REPORTS**

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

B. FISCAL

1. Expenditure and Revenue Report. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form provided by ADMINISTRATOR and will report year-to-date incurred 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 incurred costs and revenues and anticipated year-end costs to be incurred 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.

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

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

F. CONTRACTOR must request in writing any extensions to the due date of the monthly required

reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

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

V. SERVICES

A. FACILITIES

1. CONTRACTOR shall maintain a minimum of one (1) fully licensed and appropriate facility for the provision of Wraparound Mental Health Outpatient Services, which meets the minimum requirements for Medi-Cal eligibility at the following location or any other location approved by ADMINISTRATOR, as specific below:

«FACILITY_ADDR»

«FAC_CITY_STATE_ZIP»

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

3. CONTRACTOR shall maintain regularly scheduled service hours, five days a week, throughout the year, and maintain the capability to provide services during after-school hours on weekdays, and on the weekends, if necessary, in order to accommodate clients. Clients unable to participate during regular business hours

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

b. CONTRACTOR shall provide clients and/or their family members with twenty-four (24)-hour a day, seven (7) day a week, and three hundred and sixty five (365) day a year access to their assigned case manager or designee acceptable to COUNTY. CONTRACTOR shall also develop with each client and/or client's family a plan for crisis intervention services which includes whom to contact for emergency services when the CONTRACTOR's facility is closed.

34. Upon COUNTY's certification of the provider's existing site, the CONTRACTOR shall be responsible for making any necessary changes to meet and maintain Medi-Cal site standards.

B. INDIVIDUALS TO BE SERVED — CONTRACTOR shall provide the services hereunder to clients, between the ages of 0 through 20 (until 21st birthday) and their families, who have been referred or approved by ADMINISTRATOR. Services to clients shall be individualized and delivered in the language preferred by the client.

C. WRAPAROUND MENTAL HEALTH OUTPATIENT SERVICES

1. CONTRACTOR shall provide targeted case management, crisis intervention, assessment and

rehabilitation services to ~~clients~~ Clients identified by the Orange County SSA as eligible for Wraparound services.

2. CONTRACTOR shall provide community-based intervention services that emphasize the strengths of the child and family and include the delivery of coordinated, highly individualized, unconditional services to address needs and achieve positive outcomes in their lives.

~~3. CONTRACTOR shall maintain an appropriate case load that will facilitate the provision of the minimum direct services hours identified in Subparagraph V.J.3. of the Services Paragraph of this Exhibit A to the Agreement.~~

~~4.~~ 3. CONTRACTOR shall identify Clients who may be eligible to receive intensive mental health services as members of the Katie A. Subclass. CONTRACTOR will use the "Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS), & Therapeutic Foster Care for Katie A. Subclass Members" to determine eligibility, provide services, and guide documentation of these services. CONTRACTOR will coordinate with COUNTY on all aspects of mental health services provided to Clients of the Katie A. Subclass. Contract may act as the mental health representative in Child Family Teams (CFT's) if needed.

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

~~5. CONTRACTOR shall make every effort to provide DSH to Medi-Cal clients enrolled in the program.~~

~~6. CONTRACTOR shall maximize collection of Medi-Cal and other third party payors whenever appropriate and follow all state and COUNTY procedures for doing so.~~

~~7. CONTRACTOR shall not refuse client referrals if CONTRACTOR has available space and appropriate staffing to take additional clients, unless otherwise approved by COUNTY.~~

~~8. CONTRACTOR shall secure agreement from COUNTY prior to recommending a client for discharge. Planning for discharge or transition to an appropriate alternative service shall be initiated at admission to the program and be incorporated into the service plan.~~

~~D. CLIENT RECORDS—CONTRACTOR shall maintain adequate records on each individual client which shall include diagnostic studies, records of client interviews, progress notes, and records of service provided by various personnel in sufficient detail to permit an evaluation of services. CONTRACTOR shall use COUNTY charting procedures regarding the use of forms and organization of documentation in the clients' records.~~

~~1. COUNTY may provide CONTRACTOR with copies of relevant database information which may include psychiatric and psychosocial histories, community functioning evaluations, coordination plans, service plans, medication records, and progress notes.~~

~~2. CONTRACTOR shall retain a complete and true copy of any client record created by CONTRACTOR.~~

~~3. CONTRACTOR shall be responsible to respond to any records request pursuant to laws governing these records.~~

~~E. CONTRACTOR shall attend meetings as requested by COUNTY including but not limited to:~~

~~1. Case conferences, as requested by County staff.~~

~~2. Monthly COUNTY management meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to whether it is or is not progressing satisfactorily in achieving all the terms of the Agreement, and if not, what steps will be taken to achieve satisfactory progress, compliance with policies and procedures, review of statistics and services;~~

~~3. Clinical staff training for individuals conducted by CONTRACTOR and/or ADMINISTRATOR.~~

~~4. Quarterly QIC meetings.~~

~~F. 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.~~

~~G. CONTRACTOR shall conduct Supervisory Reviews at a minimum of once per month in accordance with procedures developed by ADMINISTRATOR. CONTRACTOR shall ensure that all file documentation complies with all federal, state and local guidelines and standards for a Representative Payee. CONTRACTOR shall ensure that all chart documentation is completed within the appropriate timelines.~~

HD. CONTRACTOR RESPONSIBILITIES

1. CONTRACTOR shall ensure that all requested staff are trained and required have a clear understanding of CONTRACTOR's administrative and program specific policies P&Ps. CONTRACTOR shall provide signature confirmation of its P&P training for each staff member and place in their personnel files.

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

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

4. CONTRACTOR shall agree to adopt and comply with the written Quality Improvement Implementation Plan and procedures, and provide to provided by ADMINISTRATOR for which describe the requirements for quality improvement, supervisory review, input, and approval prior to training staff on said policies and procedures and prior to accepting any client admissions to the program. All policies and procedures medication monitoring.

5. CONTRACTOR shall agree to adopt and program guidelines will be reviewed bi-annually at a minimum for updates. Policies will include comply with the documentation standards as per ADMINISTRATOR's Standards of Care practices; P&P's, Annual Provider Training; DHCS State Contract; Title IX; the State EPSDT Documentation Manual; the State EPSDT TBS Documentation

Manual; Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home Based Services (IHBS) & Therapeutic Foster Care (TFC) for Katie A. Subclass Members and the EPSDT TBS Coordination of Care Best Practices Manual as provided by ADMINISTRATOR, which describe, but are not limited to, the ~~following~~ requirements for Medi-Cal and ADMINISTRATOR charting standards; and any state regulatory requirements.

- ~~1. Quality Management/Performance Outcomes~~
- ~~2. Personnel/In-service Training~~
- ~~3. Code of Conduct/Compliance~~
- ~~4. Mandated Reporting~~

~~16.~~ CONTRACTOR shall ~~provide initial~~ regularly review their charting, IRIS data input, and ~~on-going training~~ invoice systems to ensure compliance with COUNTY and ~~staff development that includes but is not limited to the following:~~ State P&Ps and establish mechanisms to prevent inaccurate claim submissions.

7. CONTRACTOR shall maintain on file at the facility minutes and records of all quality improvement meetings and processes. Such records and minutes shall also be subject to regular review

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by ADMINISTRATOR in the manner specified in the Quality Improvement Implementation Plan and ADMINISTRATOR's P&Ps.

8. CONTRACTOR shall attend:

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

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

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

d. Quarterly QIC meetings.

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

E. PERFORMANCE OUTCOMES

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

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

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

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

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

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

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

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

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

G. 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.

H. 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.

I. 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.

J. 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.

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

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

~~1. Orientation to the program's goals, policies and procedures~~

~~2. Training on subjects as required by state regulations~~

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

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

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VI. STAFFING

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

<u>PROGRAM</u>	<u>FTEs</u>
Administrative Assistant	«ADMIN_AST»
Office Manager	«OFF_MGR»
Billing Clerk / Quality Assurance	«BIL_QA»
Bookkeeper	«BKKPR»
Care Coordinator	«CARE_COORD»
<u>Care Coordinator-Bilingual</u>	<u>«CARE_COORD_BIL»</u>
Case Assistant	«CASE_ASST»
Data Entry Clerk	«DE_CLK»
Division Director	«DIV_DIR»
Executive Director	«EX_DIR»
Parent Partner	«P_PTNR»
<u>Parent Partner-Bilingual</u>	<u>«P_PTNR_BIL»</u>
Program Director	«PGM_DIR»
Quality Assurance Assistant	«QA_ASST»
Wraparound Supervisor	«WRAP_SUPV»
<u>Wraparound Supervisor-Bilingual</u>	<u>«WRAP_SUPV_BIL»</u>
Youth Partner	«Y_PTNR»
<u>Youth Partner-Bilingual</u>	<u>«Y_PTNR_BIL»</u>
<u>MTFC Youth Partner</u>	<u>«MTFC_Y_PTNR»</u>
<u>TFCO Youth Partner</u>	<u>«TFCO_Y_PTNR»</u>
TOTAL PROGRAM FTEs	«TOT_FTEs»

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

C. CONTRACTOR shall maintain personnel files for each staff member, including management and

other administrative positions, both direct and indirect to the Agreement, which will include, but not be limited to, an application for employment, qualifications for the position, applicable licenses, Live Scan results, waivers, registrations, documentation of bicultural/bilingual capabilities (if applicable), pay rate and evaluations justifying pay increases.

D. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of any staffing vacancies or filling of vacant positions that occur during the term of the Agreement.

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

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

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

HG. CONTRACTOR shall provide training to service staff covering suicide assessment and crisis intervention or indications of suicidal risk (depending on scope of practice), developing safety plans, maintaining healthy boundaries, reporting child abuse, dealing with difficult ~~clients~~ Clients, meeting facilitation and medication, confidentiality, identification of strengths, promoting life skills, and such other topics identified by the ADMINISTRATOR. Formal training sessions may also be used to cover these topics but cannot substitute for weekly supervision hours.

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

J. WORKLOAD STANDARDS

1. One (1) ~~Direct Service Hour (DSH)~~ shall be equal to sixty (60) minutes of direct ~~client~~ Client service.

2. CONTRACTOR shall ~~2.~~ ~~The~~, during the term of the Agreement, provide a minimum of ~~«MO_DSH» billable hours of service of services as identified in the Services Paragraph of this Exhibit A to the Agreement.~~

3. CONTRACTOR shall provide, at a minimum, an average of one hundred (100) DSH per month per FTE, or agreed upon productivity levels which shall include mental health, case management, crisis intervention, and other support services and is inclusive of both billable and non-billable services.

~~3. CONTRACTOR shall, during the term of the Agreement, provide a minimum of «MO_DSH» DSH for client related services.~~

4. Contractor shall also maximize ability to bill for clients who are Medi-Cal eligible.

K. STUDENT INTERNS

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

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

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

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

3. All positions are required to maintain a log delineating hours worked and allocated to each program of CONTRACTOR.

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

~~VI.~~ REPORTS

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

B. FISCAL

~~1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. Such reports will also include actual productivity as defined by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being reported. CONTRACTOR must request in writing any extensions to the due date of the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.~~

2. CONTRACTOR shall ~~submit monthly Year-End Projection Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report~~

~~anticipated year-end actual costs and revenues for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement. Such reports will include actual monthly costs and revenue to date and anticipated monthly costs and revenue to the end of the fiscal year. Year-End Projection Reports will be submitted in conjunction with the Monthly Expenditure and Revenue Reports.~~

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

~~D. PROGRAMMATIC – CONTRACTOR shall submit monthly programmatic reports to ADMINISTRATOR, on a form acceptable to or provided by ADMINISTRATOR, which shall be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month/quarter being reported, unless otherwise specified. Programmatic reports shall include a description of CONTRACTOR's progress in implementing the provisions of the Agreement, report of placement and movement of clients along the continuum of services using guidelines for monthly report of the number of participants, special incidences, vocational programs, educational programs, direct service hours by staff, chart compliance, number of contacts per member, number of referrals and clients discharged from the program, in addition to 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 state whether it is or is not progressing satisfactorily in achieving all the terms of the Agreement.~~

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

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

VII. RESPONSIBILITIES

~~A. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all P&Ps. CONTRACTOR shall provide signature confirmation of its policies and procedures training for each staff member and place in their personnel files.~~

~~B. CONTRACTOR shall ensure that all staff completes the COUNTY's Annual Provider Training~~

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

~~D. CONTRACTOR shall agree to adopt and comply with the documentation standards as per the~~

~~COUNTY's current Annual Provider Training, DHCS State Contract, Title IX, the State EPSDT Documentation Manual, the State EPSDT TBS Documentation Manual, and the EPSDT TBS Coordination of Care Best Practices Manual as provided by ADMINISTRATOR which describe, but are not limited to, the requirements for Medi-Cal and ADMINISTRATOR charting standards.~~

~~—E. CONTRACTOR shall regularly review their charting, IRIS data input, and invoice systems to ensure compliance with COUNTY and State policies and procedures and establish mechanisms to prevent inaccurate claim submissions.~~

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

~~—G. CONTRACTOR shall attend:~~

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

~~2. Monthly meetings with ADMINISTRATOR to discuss contractual and other issues related to, but not limited to compliance with policies and procedures, statistics and clinical services.~~

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

~~4. Quarterly QIC meetings.~~

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

~~—I. PERFORMANCE OUTCOMES~~

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

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

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

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

~~2. CONTRACTOR shall maintain an inventory of the Tokens, by serial number and the staff~~

member to whom each is assigned.

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

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

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

~~5.~~ CONTRACTOR shall reimburse the COUNTY for Tokens lost, stolen, or damaged through acts of negligence.

~~K. 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.

~~L.~~ CONTRACTOR shall obtain a NPI.

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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.

~~M.~~ 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.

~~N.~~ 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.

~~O. 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.~~

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

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

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

~~S. ADMINISTRATOR shall assist CONTRACTOR in monitoring CONTRACTOR's program to ensure compliance with workload standards and productivity.~~

~~T. ADMINISTRATOR shall review client charts to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR's P&Ps and Medi-Cal documentation requirements.~~

~~U. ADMINISTRATOR shall review and approve all admissions, discharges from the program and extended stays in the program.~~

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

~~W. ADMINISTRATOR shall monitor CONTRACTOR's compliance with ADMINISTRATOR's P&Ps.~~

~~X. ADMINISTRATOR shall provide a written copy of all assessments completed on clients referred for admission.~~

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

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EXHIBIT B
TO AGREEMENT FOR PROVISION OF
WRAPAROUND MENTAL HEALTH OUTPATIENT SERVICES
BETWEEN
COUNTY OF ORANGE
AND

«NAME1»«NAME1»«UC_DBA»

JULY 1, ~~2013~~2016 THROUGH JUNE 30, ~~2016~~2017

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

1. The parties agree that the terms used, but not otherwise defined ~~below~~ in the Common Terms and Definitions Paragraph B of Exhibit A to the Agreement or in Subparagraph B below, shall have the same meaning given to such terms under ~~the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“~~the HITECH Act”), and their implementing regulations at 45 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.

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

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

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

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

6. The parties understand that the HIPAA Privacy and Security rules, as defined below in Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to ~~a~~ the covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the

1 of 1514

EXHIBIT B

X:\CONTRACTS - 2013 - 2013-2016\BH\MH OUTPATIENT WRAPAROUND MASTER 13-16 KL.DOC «CONTRACT CODE» MAOPWC01MHKK16
«NAME2» X:\ASR\Behavioral Health\ASR 16-000468 Wraparound MH Outpatient Svcs MASTER FY 16-17 - KL Redline.docx «C_CODE»-
MAOPWCMHKK17
«FOOTER»

terms of this Business Associate Contract and the applicable standards, implementation specifications, and requirements of the Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

B. DEFINITIONS

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

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

a. Breach excludes:

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

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

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

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

~~i.1)~~ The nature and extent of the PHI involved, including the types of identifiers and the likelihood of re-identification;

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

~~iii.3)~~ Whether the PHI was actually acquired or viewed; and

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

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

4. ~~"Designated Record Set"~~ "DRS" shall have the meaning given to such term under the HIPAA Privacy Rule in 45 CFR § 164.501.

5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in

45 CFR § 160.103.

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

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

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

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

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

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

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

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

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

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

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

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

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

C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

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

1 by law.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

concerning an amendment to this Business Associate Contract embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. COUNTY may terminate the Agreement upon thirty (30) days written notice in the event:

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

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

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

D. SECURITY RULE

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

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

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

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

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

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

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

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

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

E. DATA SECURITY REQUIREMENTS

1. Personal Controls

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

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

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

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

2. Technical Security Controls

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

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

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

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

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

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

g. User IDs and Password Controls. All users must be issued a unique user name for accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within twenty-four (24) hours. ~~Passwords are not to be shared. Passwords must be at least eight-(8)~~ characters and must be a non-dictionary word. Passwords must not be stored in readable format on the

computer. Passwords must be changed every ninety (90) days, preferably every sixty (60) days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three (3) of the following four (4) groups from the standard keyboard:

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

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

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

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

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

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

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

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

3. Audit Controls

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

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

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

4. Business Continuity/Disaster Recovery Control

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

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

5. Paper Document Controls

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

1 baggage on commercial airplanes.

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

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

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

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

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

23 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

37 a. The identification of each Individual whose Unsecured -PHI has been, or is reasonably

believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;

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

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

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

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

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

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

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

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

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

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

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

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

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

G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

~~i.1~~ 1) The Disclosure is required by law; or

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

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

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

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

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

H. PROHIBITED USES AND DISCLOSURES

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

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

I. OBLIGATIONS OF COUNTY

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

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

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

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

J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

b. CONTRACTOR shall retain no copies of the PHI.

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

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

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EXHIBIT C
TO AGREEMENT FOR PROVISION OF
WRAPAROUND MENTAL HEALTH OUTPATIENT SERVICES
BETWEEN
COUNTY OF ORANGE
AND
«NAME1» «UC DBA»
«NAME1»
JULY 1, 2013 2016 THROUGH JUNE 30, 2016 2017

I. PERSONAL INFORMATION ~~PRIVACY~~ PRIVACY AND SECURITY CONTRACT

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

A. DEFINITIONS

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

2. "Breach of the security of the system" shall have the meaning given to such term under the ~~California Information Practices Act, Civil Code §~~ CIPA, CCC § 1798.29(d).

3. "CMPPA Agreement" means the ~~Computer Matching and Privacy Protection Act~~ CMPPA Agreement between the ~~Social Security Administration and the California Health and Human Services Agency (SSA and CHHS).~~

4. "DHCS PI" shall mean ~~Personal Information~~ PI, as defined below, accessed in a database maintained by the COUNTY or ~~California Department of Health Care Services (DHCS).~~ received by CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection with performing the functions, activities and services specified in the Agreement on behalf of the COUNTY.

5. "IEA" shall mean the ~~Information Exchange Agreement~~ IEA currently in effect between the ~~Social Security Administration (SSA)~~ and DHCS.

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

7. "~~Personally Identifiable Information~~" ("PII") shall have the meaning given to such term in the IEA and CMPPA.

8. ~~"Personal Information"~~ ("PI") shall have the meaning given to such term in ~~California Civil Code §~~ CCC § 1798.3(a).

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. ~~This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the~~ The production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

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

B. TERMS OF AGREEMENT

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

2. Responsibilities of CONTRACTOR:

CONTRACTOR agrees:

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

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

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

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

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

iii. 3) If the data obtained by CONTRACTOR from COUNTY includes PII, CONTRACTOR shall also comply with the substantive privacy and security requirements in the ~~Computer Matching and Privacy Protection Act~~ CMPPA Agreement between the SSA and the ~~California Health and Human Services Agency (CHHS)~~ and in the Agreement between the SSA and DHCS, known as the ~~Information Exchange Agreement (IEA)~~. The specific sections of the IEA with substantive privacy and security requirements to be complied with are sections E, F, and G, and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the SSA. CONTRACTOR also agrees to ensure that any of CONTRACTOR's agents or subcontractors, to whom CONTRACTOR provides DHCS PII agree to the same requirements for privacy and security safeguards for confidential data that apply to CONTRACTOR with respect to such information.

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

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

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

1 subcontractors and agents.

2 g) Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and
3 assist the COUNTY to the extent necessary to ensure the DHCS's compliance with the
4 applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS
5 PI, correction of errors in DHCS PI, production of DHCS PI, disclosure of a security
6 ~~breach~~Breach involving DHCS PI and notice of such ~~breach~~Breach to the affected
7 individual(s).

8 h) Breaches and Security Incidents. During the term of the Agreement,
9 CONTRACTOR agrees to implement reasonable systems for the discovery of any
10 ~~breach~~Breach of unsecured DHCS PI and PII or security incident. CONTRACTOR agrees to
11 give notification of any ~~breach~~Breach of unsecured DHCS PI and PII or security incident in
12 accordance with ~~Paragraph~~Subparagraph F. of the Business Associate Contract,
13 Exhibit B to the Agreement.

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

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