

1 AGREEMENT FOR PROVISION OF
2 EARLY INTERVENTION SERVICES FOR OLDER ADULTS
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 «UC_NAME_UC_DBA»
7 JULY 1, 2019 THROUGH JUNE 30, 2022
8

9 THIS AGREEMENT entered into this 1st day of July 2019, (effective date), is by and between the
10 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and
11 «UC_NAME_UC_DBA», a «CORP_STAT» (CONTRACTOR), (CONTRACTOR). COUNTY and
12 CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as
13 “Parties.” This Agreement shall be administered by the Director of the COUNTY’s Health Care Agency
14 or an authorized designee (“ADMINISTRATOR”).
15

16 WITNESSETH:
17

18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Early
19 Intervention Services for Older Adults described herein to the residents of Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: July 1, 2019 through June 30, 2022

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

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

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

Maximum Obligation:

Period One Aggregate Maximum Obligation: \$ 2,469,500

Period Two Aggregate Maximum Obligation: 2,469,500

Period Three Aggregate Maximum Obligation: 2,469,500

TOTAL MAXIMUM OBLIGATION: \$ 7,408,500

Basis for Reimbursement: Actual Cost

Payment Method: Provisional Amount, 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 Services
405 West 5th Street, Suite 600
Santa Ana, CA 92701-4637

CONTRACTOR: «CONTACT_PERSON»
«CONTACT_TITLE»
«LC_NAME_LC_DBA»
«ADDRESS»
«CITY_STATE_ZIP»
«CONTACT_EMAIL»

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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:

1		
2		
3		
4	A. AB 109	Assembly Bill 109, 2011 Public Safety Realignment
5	B. AIDS	Acquired Immune Deficiency Syndrome
6	C. ARRA	American Recovery and Reinvestment Act of 2009
7	D. ASAM PPC	American Society of Addiction Medicine Patient Placement Criteria
8	E. ASI	Addiction Severity Index
9	F. ASRS	Alcohol and Drug Programs Reporting System
10	G. BHS	Behavioral Health Services
11	H. CalOMS	California Outcomes Measurement System
12	I. CalWORKs	California Work Opportunity and Responsibility for Kids
13	J. CAP	Corrective Action Plan
14	K. CCC	California Civil Code
15	L. CCR	California Code of Regulations
16	M. CESI	Client Evaluation of Self at Intake
17	N. CEST	Client Evaluation of Self and Treatment
18	O. CFDA	Catalog of Federal Domestic Assistance
19	P. CFR	Code of Federal Regulations
20	Q. CHPP	COUNTY HIPAA Policies and Procedures
21	R. CHS	Correctional Health Services
22	S. COI	Certificate of Insurance
23	T. CPA	Certified Public Accountant
24	U. CSW	Clinical Social Worker
25	V. DHCS	California Department of Health Care Services
26	W. D/MC	Drug/Medi-Cal
27	X. DPFS	Drug Program Fiscal Systems
28	Y. DRS	Designated Record Set
29	Z. EEOC	Equal Employment Opportunity Commission
30	AA. EHR	Electronic Health Records
31	AB. EOC	Equal Opportunity Clause
32	AC. ePHI	Electronic Protected Health Information
33	AD. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
34	AE. FFS	Fee For Service
35	AF. FSP	Full Service Partnership
36	AG. FTE	Full Time Equivalent
37	AH. GAAP	Generally Accepted Accounting Principles

1	AI. HCA	County of Orange Health Care Agency
2	AJ. HHS	Federal Health and Human Services Agency
3	AK. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
4		Law 104-191
5	AL. HITECH	Health Information Technology for Economic and Clinical Health
6		Act, Public Law 111-005
7	AM. HIV	Human Immunodeficiency Virus
8	AN. HSC	California Health and Safety Code
9	AO. IRIS	Integrated Records and Information System
10	AP. ITC	Indigent Trauma Care
11	AQ. LCSW	Licensed Clinical Social Worker
12	AR. MAT	Medication Assisted Treatment
13	AS. MFT	Marriage and Family Therapist
14	AT. MH	Mental Health
15	AU. MHP	Mental Health Plan
16	AV. MHS	Mental Health Specialist
17	AW. MHSA	Mental Health Services Act
18	AX. MSN	Medical Safety Net
19	AY. NIH	National Institutes of Health
20	AZ. NPI	National Provider Identifier
21	BA. NPPES	National Plan and Provider Enumeration System
22	BB. OCR	Federal Office for Civil Rights
23	BC. OIG	Federal Office of Inspector General
24	BD. OMB	Federal Office of Management and Budget
25	BE. OPM	Federal Office of Personnel Management
26	BF. P&P	Policy and Procedure
27	BG. PA DSS	Payment Application Data Security Standard
28	BH. PATH	Projects for Assistance in Transition from Homelessness
29	BI. PC	California Penal Code
30	BJ. PCI DSS	Payment Card Industry Data Security Standards
31	BK. PCS	Post-Release Community Supervision
32	BL. PHI	Protected Health Information
33	BM. PII	Personally Identifiable Information
34	BN. PRA	California Public Records Act
35	BO. PSC	Professional Services Contract System
36	BP. SAPTBG	Substance Abuse Prevention and Treatment Block Grant
37	BQ. SIR	Self-Insured Retention

1	BR. SMA	Statewide Maximum Allowable (rate)
2	BS. SOW	Scope of Work
3	BT. SUD	Substance Use Disorder
4	BU. UMDAP	Uniform Method of Determining Ability to Pay
5	BV. UOS	Units of Service
6	BW. USC	United States Code
7	BX. WIC	Women, Infants and Children

8
9 **II. ALTERATION OF TERMS**

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

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

17
18 **III. ASSIGNMENT OF DEBTS**

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

26
27 **IV. COMPLIANCE**

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

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

34 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
35 compliance program, code of conduct and any compliance related policies and procedures.
36 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall
37 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required

1 elements by ADMINISTRATOR’s Compliance Officer as described in this Compliance Paragraph to
2 this Agreement. These elements include:

- 3 a. Designation of a Compliance Officer and/or compliance staff.
- 4 b. Written standards, policies and/or procedures.
- 5 c. Compliance related training and/or education program and proof of completion.
- 6 d. Communication methods for reporting concerns to the Compliance Officer.
- 7 e. Methodology for conducting internal monitoring and auditing.
- 8 f. Methodology for detecting and correcting offenses.
- 9 g. Methodology/Procedure for enforcing disciplinary standards.

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

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

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

34 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or
35 retained to provide services related to this Agreement monthly to ensure that they are not designated as
36 Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the General
37 Services Administration's Excluded Parties List System or System for Award Management, the Health

1 and Human Services/Office of Inspector General List of Excluded Individuals/Entities, and the
2 California Medi-Cal Suspended and Ineligible Provider List, the Social Security Administration’s Death
3 Master File, and/or any other list or system as identified by ADMINISTRATOR.

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and
19 participate in the quality improvement activities developed in the implementation of the Quality
20 Management Program.

21 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural
22 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural
23 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
24 §1810.410.subds.(c)-(d).

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

31
32 **V. CONFIDENTIALITY**

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

36 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this
37 Agreement are Clients of the Orange County Mental Health services system, and therefore it may be

1 necessary for authorized staff of ADMINISTRATOR to audit Client files, or to exchange information
2 regarding specific Clients with COUNTY or other providers of related services contracting with
3 COUNTY.

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

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

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

18
19 **VI. COST REPORT**

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

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

37 //

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

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

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

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

18 B. The individual and/or consolidated Cost Report shall be the final financial and statistical report
19 submitted by CONTRACTOR to COUNTY, and shall serve as the basis for final settlement to
20 CONTRACTOR. CONTRACTOR shall document that costs are reasonable and allowable and directly
21 or indirectly related to the services to be provided hereunder. The individual and/or consolidated Cost
22 Report shall be the final financial record for subsequent audits, if any.

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

33 D. If the individual and/or consolidated Cost Report indicates the actual and reimbursable costs of
34 services provided pursuant to this Agreement, less applicable revenues and late penalty, are lower than
35 the aggregate of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the
36 difference to COUNTY. Such reimbursement shall be made, in cash, or other authorized form of
37 payment, with the submission of the individual and/or consolidated Cost Report. If such reimbursement

1 is not made by CONTRACTOR within thirty (30) calendar days after submission of the individual
2 and/or consolidated Cost Report, COUNTY may, in addition to any other remedies, reduce any amount
3 owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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

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

24
25 **VII. DEBARMENT AND SUSPENSION CERTIFICATION**

26 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34 D. CONTRACTOR shall notify COUNTY in writing of any change in the CONTRACTOR's
35 status with respect to name changes that do not require an assignment of the Agreement.
36 CONTRACTOR is also obligated to notify COUNTY in writing if the CONTRACTOR becomes a party
37 to any litigation against COUNTY, or a party to litigation that may reasonably affect the

1 CONTRACTOR’s performance under the Contract, as well as any potential conflicts of interest between
2 CONTRACTOR and County that may arise prior to or during the period of Agreement performance.
3 While CONTRACTOR will be required to provide this information without prompting from COUNTY
4 any time there is a change in CONTRACTOR’s name, conflict of interest or litigation status,
5 CONTRACTOR must also provide an update to COUNTY of its status in these areas whenever
6 requested by COUNTY.

7
8 **IX. DISPUTE RESOLUTION**

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

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

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

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

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

30 D. This Agreement has been negotiated and executed in the State of California and shall be
31 governed by and construed under the laws of the State of California. In the event of any legal action to
32 enforce or interpret this Agreement, the sole and exclusive venue shall be a court of competent
33 jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit
34 to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the
35 Parties specifically agree to waive any and all rights to request that an action be transferred for
36 adjudication to another county.

37 //

X. EMPLOYEE ELIGIBILITY VERIFICATION

CONTRACTOR attests 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 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.

XI. 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 (1) 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 written approval prior to purchase of 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,

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1 and shall include the original purchase date and price, useful life, and balance of depreciated Equipment
2 cost, if any.

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

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

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

14 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the
15 proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.
16

17 **XII. FACILITIES, PAYMENTS AND SERVICES**

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

23 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
24 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Total Maximum
25 Obligation for the appropriate Period as well as the Total Maximum Obligation. The reduction to the
26 Maximum Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an
27 amount proportionate to the number of days in which CONTRACTOR was determined to be unable to
28 provide services, staffing, facilities or supplies.
29

30 **XIII. INDEMNIFICATION AND INSURANCE**

31 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
32 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special
33 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
34 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,
35 including but not limited to personal injury or property damage, arising from or related to the services,
36 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
37 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the

1 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
2 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall
3 request a jury apportionment.

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

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

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

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

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

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

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

36 //

37 //

F. QUALIFIED INSURER

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

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

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

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

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.

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

3 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

35 N. If CONTRACTOR’s Professional Liability, Technology Errors & Omissions and/or Network
36 Security & Privacy Liability are “Claims -Made” policies, CONTRACTOR shall agree to maintain
37 coverage for two (2) years following the completion of the Agreement.

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

3 P. Insurance certificates should be forwarded to the agency/department address listed o the
4 solicitation.

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

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

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

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

20 U. SUBMISSION OF INSURANCE DOCUMENTS

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

- 22 a. Prior to the start date of this Agreement.
- 23 b. No later than the expiration date for each policy.
- 24 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding

25 changes to any of the insurance requirements as set forth in the Coverage Subparagraph above.

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

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

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

35 b. CONTRACTOR may be assessed a penalty of one hundred dollars (\$100) for each late
36 COI or endorsement for each business day, pursuant to any and all Agreements between COUNTY and
37 //

1 CONTRACTOR, until such time that the required COI and endorsements that meet the insurance
2 provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

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

5 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any
6 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs
7 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.
8

9 **XIV. INSPECTIONS AND AUDITS**

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

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

24 C. AUDIT RESPONSE

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

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

37 //

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

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

8
9 **XV. LICENSES AND LAWS**

10 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
11 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,
12 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
13 required by the laws, regulations and requirements of the United States, the State of California,
14 COUNTY, and all other applicable governmental agencies.

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

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

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

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

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

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

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

- 35 1. ARRA of 2009.
- 36 2. Trafficking Victims Protection Act of 2000.
- 37 3. WIC, Division 5, Community Mental Health Services.

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

21
22 **XVI. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

32 C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly
33 available social media sites) in support of the services described within this Agreement,
34 CONTRACTOR shall develop social media policies and procedures and have them available to
35 ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all
36 forms of social media used to either directly or indirectly support the services described within this
37 Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as

1 they pertain to any social media developed in support of the services described within this Agreement.
2 CONTRACTOR shall also include any required funding statement information on social media when
3 required by ADMINISTRATOR.

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

6
7 **XVII. MAXIMUM OBLIGATION**

8 A. The Aggregate Maximum Obligation of COUNTY for services provided in accordance with all
9 agreements for Early Intervention Services of Older Adults during Period One, Period Two and Period
10 Three are as specified in the Referenced Contract Provisions of this Agreement. This specific
11 Agreement with CONTRACTOR is only one of several agreements to which this Aggregate Maximum
12 Obligation applies. It therefore is understood by the Parties that reimbursement to CONTRACTOR will
13 be only a fraction of these Aggregate Maximum Obligations.

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

16
17 **XVIII. MINIMUM WAGE LAWS**

18 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
19 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
20 federal or California Minimum Wage to all its Covered Individuals (as defined within the “Compliance”
21 paragraph of this Agreement) that directly or indirectly provide services pursuant to this Agreement, in
22 any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals
23 providing services pursuant to this Agreement be paid no less than the greater of the federal or
24 California Minimum Wage.

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

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

32
33 **XIX. NONDISCRIMINATION**

34 **A. EMPLOYMENT**

35 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals (as
36 defined in the “Compliance” paragraph of this Agreement) shall not unlawfully discriminate against any
37 employee or applicant for employment because of his/her race, religious creed, color, national origin,

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

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

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

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

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

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

29 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
30 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
31 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental
32 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender
33 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the
34 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights
35 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division
36 4, Chapter 6, Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information
37 Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and

1 regulations promulgated pursuant thereto, and as otherwise provided by state law and regulations, as all
2 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination
3 paragraph, discrimination includes, but is not limited to the following based on one or more of the
4 factors identified above:

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

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

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

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

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

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

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

37 //

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

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

10
11 **XX. NOTICES**

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

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

17 2. When faxed, transmission confirmed;

18 3. When sent by Email; or

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

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

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

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

31
32 **XXI. NOTIFICATION OF DEATH**

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

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

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

4 2. WRITTEN NOTIFICATION

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

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

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

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

17
18 **XXII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

26
27 **XXIII. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

37 //

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

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

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

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

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

20 E. CONTRACTOR shall retain all client and/or patient medical records for seven (7) years
21 following discharge of the participant, client and/or patient.

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

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

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

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

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

1 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.
2 I. CONTRACTOR may retain client, and/or patient documentation electronically in accordance
3 with the terms of this Agreement and common business practices. If documentation is retained
4 electronically, CONTRACTOR shall, in the event of an audit or site visit:

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

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

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

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

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

18
19 **XXIV. RESEARCH AND PUBLICATION**

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

23
24 **XXV. SEVERABILITY**

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

30
31 **XXVI. SPECIAL PROVISIONS**

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

- 34 1. Making cash payments to intended recipients of services through this Agreement.
- 35 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
36 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on
37 use of appropriated funds to influence certain federal contracting and financial transactions).

- 1 3. Fundraising.
- 2 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 3 CONTRACTOR’s staff, volunteers, interns, consultants, subcontractors, and members of the Board of
- 4 Directors or governing body.
- 5 5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing
- 6 body for expenses or services.
- 7 6. Making personal loans to CONTRACTOR’s staff, volunteers, interns, consultants,
- 8 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
- 9 agent, or making salary advances or giving bonuses to CONTRACTOR’s staff.
- 10 7. Paying an individual salary or compensation for services at a rate in excess of the current
- 11 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary
- 12 Schedule may be found at www.opm.gov.
- 13 8. Severance pay for separating employees.
- 14 9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building
- 15 codes and obtaining all necessary building permits for any associated construction.
- 16 10. Supplanting current funding for existing services.
- 17 B. Unless otherwise specified in advance and in writing by ADMINISTRATOR, CONTRACTOR
- 18 shall not use the funds provided by means of this Agreement for the following purposes:
- 19 1. Funding travel or training (excluding mileage or parking).
- 20 2. Making phone calls outside of the local area unless documented to be directly for the
- 21 purpose of Client care.
- 22 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 23 4. Purchase of artwork or other items that are for decorative purposes and do not directly
- 24 contribute to the quality of services to be provided pursuant to this Agreement.
- 25 5. Purchasing or improving land, including constructing or permanently improving any
- 26 building or facility, except for tenant improvements.
- 27 6. Providing inpatient hospital services or purchasing major medical equipment.
- 28 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal
- 29 funds (matching).
- 30 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
- 31 CONTRACTOR’s Clients.

XXVII. STATUS OF CONTRACTOR

34 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
35 wholly responsible for the manner in which it performs the services required of it by the terms of this
36 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
37 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the

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

8
9 **XXVIII. TERM**

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

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

19
20 **XXIX. TERMINATION**

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

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

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

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

- 35 1. The loss by CONTRACTOR of legal capacity.
- 36 2. Cessation of services.

37 //

1 3. The delegation or assignment of CONTRACTOR’s services, operation or administration to
2 another entity without the prior written consent of COUNTY.

3 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
4 required pursuant to this Agreement.

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

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

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

13 E. CONTINGENT FUNDING

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

15 a. The continued availability of federal, state and county funds for reimbursement of
16 COUNTY’s expenditures, and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19
20 **XXX. THIRD PARTY BENEFICIARY**

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

24
25 **XXXI. WAIVER OF DEFAULT OR BREACH**

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

31 //
32 //
33 //
34 //
35 //
36 //
37 //

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

3
4 «UC_NAME_UC_DBA»

5
6
7 BY: _____ DATED: _____

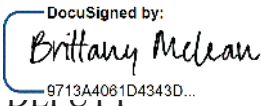
8
9 TITLE: _____

10
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15 COUNTY OF ORANGE

16
17
18 BY: _____ DATED: _____

19 HEALTH CARE AGENCY

20
21
22
23
24 APPROVED AS TO FORM
25 OFFICE OF THE COUNTY COUNSEL
26 ORANGE COUNTY, CALIFORNIA

27
28
29 BY:  _____ DATED: 4/29/2019

30 9713A4081D4343D...

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

1 EXHIBIT A
2 TO THE AGREEMENT FOR PROVISION OF
3 EARLY INTERVENTION SERVICES FOR OLDER ADULTS
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 «UC_NAME_UC_DBA»
8 JULY 1, 2019 THROUGH JUNE 30, 2022
9

10 **I. COMMON TERMS AND DEFINITIONS**

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

13 1. Activity Form means a data collection form used to track each activity in which the group
14 and/or individual participate.

15 2. ASO means a designated organization that oversees and manages the administrative and
16 fiscal functions of a program and/or service by being responsible for quality assurance as reflected in the
17 operations manual, internal controls, audits, implementation and progress of services, evaluation of the
18 selection and delivery of agreed upon services and regular reporting on the outcome of services
19 rendered. It is expected that the ASO is aligned with the general principles and goals of the program
20 and adheres to the County’s protocol and procedures.

21 3. Admission means completion of the entry and/or intake process for program participants.

22 4. Assessment means a professional review and evaluation of an individual’s mental health
23 needs and conditions in order to determine the most appropriate course of services.

24 5. At Risk means a state of high stressor and low protective factor that would increase
25 likelihood of development of a mental illness.

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

28 7. Case Management means the delivery of individual guidance and support services. Case
29 management services include; but are not limited to, referrals and linkages to needed services such as;
30 resources, coaching, and assistance with translation and transportation.

31 8. Case Management Service Plan means a plan developed to address a participant’s goals and
32 objectives identified during screening and assessment. The plan should include participant developed
33 goals, referrals and linkages to appropriate services, and progress and/or milestones achieved.

34 9. Community-Defined Practices “validates practices that have a community-defined evidence
35 base for effectiveness in achieving mental health outcomes for underserved communities. It also defines
36 a process underway to nationally develop specific criteria by which practices’ effectiveness may be
37 documented using community-defined evidence that eventually will allow the procedure to have an

1 equal standing with evidence-based practices currently defined in the peer reviewed literature.”
2 [National Network to Eliminate Disparities Latino Work Group] cited by California Department Mental
3 Health, Prevention And Early Intervention (PEI) Resource Materials.

4 10. Early Intervention means the act of intervening, interfering or interceding at the
5 manifestation of a behavioral health condition, with the intent of measurably improving the condition, or
6 to prevent a behavioral health condition from getting worse.

7 11. Education/Skill Building Workshop/Class means a workshop/class conducted which has a
8 primary focus of providing information and/or teaching a skill.

9 12. Engagement means the process by which a trusting relationship between a worker and
10 participant is established with the goal to link the participant to appropriate services.

11 13. Enrollment means the data entry of a participant’s program information into program’s
12 Prevention and Intervention database for purposes of recording and tracking a participant’s involvement
13 in the program.

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

18 15. Evaluation means the systematic investigation of the value and impact of an intervention or
19 program.

20 16. Family Member means any traditional and/or non-traditional support system, significant
21 other, or natural support designated by the participant.

22 17. Follow-up means ensuring that the participant has linked to the referred service and/or
23 successfully transitioned from one service to another.

24 18. Geropsychiatrist means a Board certified psychiatrist who specializes in providing
25 psychiatrist services to older adults.

26 19. Group Intervention means the delivery of services to more than one individual or family.

27 20. Health Education means providing information and/or training on one or more health
28 topics.

29 21. Individual Intervention means any strategies or services rendered to a participant on a
30 person-to-person level. Examples include, but are not limited to, education, case management, short-
31 term therapy and life coaching to address individualized goals and objectives.

32 22. Information Dissemination means the distribution of a collection of facts or data.

33 23. Intake means the initial meeting between a participant and a worker to evaluate a
34 participant’s issue(s) of concern and determine how a program could best meet his/her needs.

35 24. Level of Well-being means the state of satisfaction, happiness, and/or in control that a
36 participant feels about his/her present situation/condition as measured by a validated instrument/scale.

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1 25. Linkage means when an individual is connected to programs or services through warm
2 hand-off or follow-up to ensure connection is made.

3 26. Media Events means culturally relevant activities conducted by CONTRACTOR which are
4 coordinated with and publicized by the media, including radio and TV appearances.

5 27. MHSA means the law that provides funding for expanded community mental health
6 services, also known as “Proposition 63.”

7 28. Outreach means contact with potential participants to link them to appropriate behavioral
8 health and supportive services; which may include media-based activities that educate the community
9 about services offered and requirements for participation in the program.

10 29. Participant means an individual enrolled in a program who engages in activities aimed at
11 preventing and/or eliminating the development of mental illness.

12 30. Prevention means the group or individual interventions that occur before the initial onset of
13 a behavioral health condition. Prevention promotes positive cognitive, social, and emotional
14 development and encourages a state of well-being that allows the individuals to function well in the face
15 of changing and sometimes challenging circumstances.

16 31. PEI Plan means the most recent County of Orange MHSA Prevention and Early
17 Intervention Plan approved by the Orange County MHSA Steering Committee and Board of
18 Supervisors.

19 32. Promising practice means programs and strategies that have some quantitative data showing
20 positive outcomes over a period of time, but do not have enough research or replication to support
21 generalized outcomes. It has an evaluation component/plan in place to move towards demonstration of
22 effectiveness; however, it does not yet have evaluation data available to demonstrate positive outcomes.
23 [The Association of Maternal and Child Health Programs] cited by California Department of Mental
24 Health, Prevention and Early Intervention (PEI) Resource Materials.

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

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

36 35. Prevention means the group or individual interventions that occur before the initial onset of
37 a mental health disorder. Prevention promotes positive cognitive, social, and emotional development

1 and encourages a state of well-being that allows the individuals to function well in the face of changing
2 and sometimes challenging circumstances.

3 36. Referral means an individual receives information or contacts for services or programs, or
4 an unsuccessful linkage attempt.

5 37. Social Support means assistance that may include companionship, emotional backing,
6 cognitive guidance, material aid and special services.

7 38. SRAS means nationally-recognized practice guidelines, which contain incorporation of the
8 four (4) core principles--Suicidal Desire, Suicidal Capability, Suicidal Intent and Buffers along with the
9 subcomponents in the development of a suicide risk assessment instrument.

10 39. Support Group means a meeting/group, facilitated by program staff, consisting of two (2) or
11 more people (or a number mutually agreed upon in the contract) who have similar experiences and
12 concerns and who meet in order to provide emotional help, advice and encouragement for one another.

13 40. Training means the action or method used to transfer skills and/or knowledge to a target
14 audience.

15 41. Train the Trainer means the process in which an individual or group passes on the skills,
16 knowledge, and abilities of course work to others so they may become educators, coaches, tutors,
17 mentors, etc., to disseminate information, material, and skills to others.

18 42. Trauma-Exposed Individuals means those who are exposed to traumatic events or
19 prolonged traumatic conditions, including grief, loss and isolation, including those who are unlikely to
20 seek help from any traditional mental health service.

21 43. Unduplicated Participant means an individual who is counted only once, despite how many
22 programs the individual is enrolled in during a contractual agreement period. For example; if a
23 participant receives individual and group services, they can only be counted once.

24 44. Units of Service means the number and/or type of activities the CONTRACTOR will fulfill
25 during a contractual agreement period.

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

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II. BUDGET

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

	<u>PERIOD</u> <u>ONE</u>	<u>PERIOD</u> <u>TWO</u>	<u>PERIOD</u> <u>THREE</u>	<u>TOTAL</u>
ADMINISTRATIVE COSTS				
«ADMIN_SALARIES»	\$«ADM_SA L_1»	\$«ADM_SA L_2»	\$«ADM_SA L_3»	\$«TTLADM_SAL»
«ADMIN_BENEFITS»	«ADM_BEN 1»	«ADM_BEN 2»	«ADM_BEN 3»	«TTLADM_BEN»
«ADMIN_SERV_SUP P»	«ADM_SS 1»	«ADM_SS 2»	«ADM_SS 3»	«TTLADM_SS»
«ADMIN_PROF_FEE S»	«ADM_PRO F_1»	«ADM_PRO F_2»	«ADM_PRO F_3»	«TTLADM_PROF»
«ADMIN_IND_COST S»	«ADM_IC 1»	«ADM_IC 2»	«ADM_IC 3»	«TTLADM_IC»
SUBTOTAL ADMINISTRATIVE	\$«ADM_SU B_1»	\$«ADM_SU B_2»	\$«ADM_SU B_3»	\$«TTLADM_SUB»
PROGRAM COSTS				
«PR_CO_SALARIES»	\$«PGM_SA L_1»	\$«PGM_SA L_2»	\$«PGM_SA L_3»	\$«TTLPGM_SAL»
«PR_CO_BENEFITS»	«PGM_BEN 1»	«PGM_BEN 2»	«PGM_BEN 3»	«TTLPGM_BEN»
«PR_CO_SALARIES2»	«PGM_SS 1»	«PGM_SS 2»	«PGM_SS 3»	«TTLPGM_SS»
«PR_CO_SUCON»	«PGM SUB C_1»	«PGM SUB C_2»	«PGM SUB C_3»	«TTLPGM SUBC»
SUBTOTAL PROGRAM	\$«PGM_SU B_1»	\$«PGM_SU B_2»	\$«PGM_SU B_3»	\$«TTLPGM_SUB»
TOTAL GROSS COSTS	\$«TOTAL_G COSTS1»	\$«TOTAL_G COSTS2»	\$«TOTAL_G COSTS3»	\$«TTLTOTAL_G COSTS»

1	REVENUE				
2	MHSA	\$«REV_1»	\$«REV_2»	\$«REV_3»	\$«TTL_REV»
3	TOTAL REVENUE	\$«REV_TOT	\$«REV_TOT	\$«REV_TOT	\$«TTLREV_TOTA
4		A_1»	A_2»	A_3»	»
5					
6	MAXIMUM	\$«MAX_OB	\$«MAX_OB	\$«MAX_OB	
7	OBLIGATION	1»	2»	3»	\$«TTLMAX_OB»
8					
9					

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

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

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

32
 33 **III. PAYMENTS**

34 A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of
 35 \$«ARREARS_» per month provided, however, that the total of such payments does not exceed
 36 COUNTY’s Aggregate Maximum Obligation as set forth in the Referenced Contract Provisions of the
 37 Agreement.

1 B. Monthly payments are interim payments only, and subject to final settlement in accordance with
2 the Cost Report Paragraph of the Agreement. ADMINISTRATOR may, at its discretion, pay
3 supplemental invoices for any month for which the provisional amount specified above has not been
4 fully paid.

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

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

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

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

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

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

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

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

34
35 **IV. REPORTS**

36 A. PROGRAMMATIC – Throughout the term of the Agreement, CONTRACTOR shall submit
37 monthly Programmatic reports to ADMINISTRATOR. These reports shall be in a format approved by

1 ADMINISTRATOR and shall include but not limited to, descriptions of any performance objectives,
2 outcomes, and or interim findings as directed by ADMINISTRATOR. CONTRACTOR shall be
3 prepared to present and discuss the programmatic reports at the monthly meetings with
4 ADMINISTRATOR, to include whether or not CONTRACTOR is progressing satisfactorily and if not,
5 specify what steps are being taken to achieve satisfactory progress.

6 B. FISCAL

7 1. Expenditure and Revenue Report. Throughout the term of the Agreement, CONTRACTOR
8 shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be
9 on a form provided by ADMINISTRATOR and will report year-to-date actual costs and revenues for
10 CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement.

11 2. Year-End Projections. CONTRACTOR shall provide monthly year-end projections that
12 shall include year-to-date actual costs and revenues and anticipated year-end actual costs and revenues
13 for CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement.
14 Year-End Projection Reports will be submitted in conjunction with the Monthly Expenditure and
15 Revenue Reports.

16 3. Staffing Report. CONTRACTOR shall submit monthly Staffing Reports to
17 ADMINISTRATOR. These reports shall be on a form provided by ADMINISTRATOR and shall, at a
18 minimum, report overall FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to
19 the Agreement, and staff hours worked by position. Staffing Reports will be submitted in conjunction
20 with the monthly Expenditure and Revenue and Year-End Projection Reports.

21 C. The monthly Programmatic, Expenditure and Revenue, Year-End Projection, and Staffing
22 reports shall be received by ADMINISTRATOR no later than the twentieth (20th) day following the end
23 of the month being reported. CONTRACTOR must request in writing any extensions to the due date of
24 the monthly required reports. If an extension is approved by ADMINISTRATOR, the total extension
25 will not exceed more than five (5) calendar days.

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

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

32
33 **V. SERVICES**

34 A. FACILITIES

35 1. CONTRACTOR shall maintain a facility/(ies) for the provision of Early Intervention
36 Services for Older Adults services described herein at the following location(s), or any other location
37 //

1 approved, in advance, in writing, by ADMINISTRATOR. The facility/(ies) shall include space to
2 support the services identified within the Agreement.

3
4 «FAC_NAME»
5 «FACILITY_ADDR»
6 «FAC_C_S_Z»
7

8 2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday
9 8:00 a.m. to 5:00 p.m. throughout the year, and maintain the capability to provide services in the
10 evening hours until 8:00 p.m. and on weekends in order to accommodate participants unable to
11 participate during regular business hours. CONTRACTOR’s holiday schedule shall be consistent with
12 COUNTY’s holiday schedule unless otherwise approved in writing by ADMINISTRATOR.

13 3. CONTRACTOR shall make every reasonable effort to provide at least seventy-five (75)
14 percent of all group activities throughout the county at community locations other than the designated
15 facility. Other locations may include but not be limited to, schools, apartment complexes, senior
16 centers, worship centers, parks, offices, and other community locations appropriate for the provision of
17 services.

18 B. EARLY INTERVENTION SERVICES

19 1. CONTRACTOR shall provide Early Intervention services to adults age 60 and older, who
20 are experiencing early onset of mental illness, or those at risk of mental illness due to being homebound,
21 isolated, or unserved/underserved due to stigma related to mental or behavioral health issues. Target
22 population may be expanded to allow services to be provided to adults’ ages 50+ based on assessed
23 need. Participants served between the ages of 50-59, will be assessed based on provider established
24 guidelines that are approved by HCA. Program participation shall range in length depending on the
25 participants’ needs and will be up to twelve (12) months.

26 2. CONTRACTOR shall make every reasonable effort to accommodate participants’ cultural
27 and linguistic needs and provide services in a manner that is culturally and linguistically appropriate for
28 the target population including, but not limited to, isolated priority populations such as Lesbian, Gay,
29 Bi-sexual, Transgender, Questioning and intersex (LGBTQI), veterans, deaf and hard of hearing,
30 visually impaired, and mono-lingual non-English speakers.

31 3. The CONTRACTOR’s program shall include: outreach and education to the community in
32 order to locate and recruit participants, intake and assessment for eligibility, home visits, development
33 of case management service plans, referral and linkage to services and resources, educational and skill
34 building workshops, socialization groups and Geropsychiatrist consultations and training for primary
35 care personnel.

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1 4. CONTRACTOR’s program shall include, but is not limited to, provision of the following
2 service components as outlined below and further detailed in the individual Agreements under this
3 Master Agreement:

4 a. Outreach: CONTRACTOR shall conduct countywide outreach using multiple
5 strategies to educate, promote visibility, and provide program and referral information to agencies,
6 service providers and individuals in the community who work with, come in contact with, or may be
7 aware of isolated older adults. CONTRACTOR shall collaborate with other HCA contract providers to
8 ensure that outreach efforts are coordinated countywide.

9 b. Screening: CONTRACTOR shall conduct initial intake interviews to screen potential
10 participants via phone or in person within three (3) calendar days of the initial referral to assess the
11 individual’s eligibility for the program. Eligibility criteria includes underserved or unserved individuals
12 sixty years or older who are experiencing early onset of mental illness or who are at risk for developing
13 behavioral health conditions due to isolation, lack of support systems or lack of community engagement.
14 CONTRACTOR shall assign participants to a waiting list if necessary, and shall maintain periodic
15 contact with waitlisted participants until such time as a staff member can begin face-to-face contact with
16 the participant.

17 c. Assessment: CONTRACTOR shall conduct in person a comprehensive assessment to
18 evaluate the participant’s strengths, vulnerabilities, interests, behavioral health conditions, levels of
19 functioning, impairment and socialization, social interaction, and demographic characteristics.
20 CONTRACTOR shall use HCA’s current standardized screening and assessment tools including, but
21 not limited to, the PROMIS (Patient-Reported Outcomes Measurement Information System) Global
22 Health, Patient Health Questionnaire (PHQ-9), General Anxiety Disorder (GAD 7), and Lehman’s
23 Quality of Life Survey. Other appropriate tools/measures may be added and/or substituted upon mutual
24 agreement between CONTRACTOR and ADMINSTRATOR.

25 d. Home Visits: CONTRACTOR shall conduct home visits with participants. Home
26 visits are face-to-face meetings with a Participant and staff member outside of the CONTRACTOR’s
27 designated facility. Home visits shall take place in the participant’s home, or if appropriate, at other
28 locations that may be convenient for the participant. Emphasis should be given to home visits as the
29 first point of contact into the program. All participants shall be screened and assessed at their home
30 visit, and shall be directly involved in the development of their case management service plan. Home
31 visits shall continue on a regular basis until the participant is actively involved in outside activities.
32 Home visits consist of but are not limited to: conducting initial assessments, creating a service plan with
33 the participant, providing education and resources to the participant, assisting with life skills
34 development, arranging transportation, and making referrals and linkages to community resources.

35 e. Case Management Service Plan: CONTRACTOR shall provide case management by
36 developing a case management service plan for each participant admitted into the program to address
37 any physical, behavioral, social and environmental needs identified during the initial, comprehensive

1 screening and assessment. This plan shall include any specific impairments and goals/interventions to
 2 address those barriers or impairments including but not limited to socialization and connection to the
 3 community needs, educational/skills building and life functioning needs, issues identified in their
 4 clinical assessments as related to their overall levels of functioning and appropriate therapeutic
 5 interventions, transportation needs, referrals and linkages to primary care, psychiatric services or any
 6 other community services, and other identifiable issues related to their overall levels of functioning and
 7 connection to their communities. Participants shall be directly involved in the development of their case
 8 management service plans.

9 f. Referral and Linkages: CONTRACTOR shall connect participants to community
 10 programs, resources and services through referral and follow-up to ensure connections/linkages have
 11 been made to support services including assisting participants who do not have an existing primary care
 12 physician (PCP) to locate a satisfactory community resource. A referral is the process of directing a
 13 participant to another community service or resource and a linkage is the process of assuring successful
 14 connection to the community service or resource has been made. Referrals are to be collected and
 15 tracked based on HCA's current referral and linkage categories.

16 g. Therapeutic Interventions: CONTRACTOR shall provide individual and group
 17 therapeutic interventions based on clinical assessments to participants who demonstrate a need.

18 h. Educational Workshops/Skills Groups: CONTRACTOR shall conduct
 19 educational/skill-building workshops/groups for two (2) or more participants that focus on educational
 20 topics promoting mental health and/or teach a skill to participants. Topics can include but are not
 21 limited to behavioral health well-being and physical health management. Workshops/groups shall be
 22 held throughout the County at locations that will connect the participants to programs or community
 23 centers in their own communities.

24 i. Socialization Groups: CONTRACTOR shall facilitate socialization groups/activities
 25 for two (2) or more participants to provide an opportunity for social interaction with others. These
 26 groups shall be held throughout the County at locations that will connect participants to programs or
 27 community centers in their own communities.

28 j. Transportation: CONTRACTOR shall provide or facilitate transportation services to
 29 behavioral health support services, group socialization activities and events for participants who do not
 30 have acceptable access to transportation and assist participants in addressing long term transportation
 31 needs (e.g., educate participants about public transportation options, link them to supportive
 32 family/neighbors to assist in transportation, etc.). Subcontracting with transportation agencies, ride
 33 share services, or alternative service providers will be considered to meet the transportation needs of
 34 participants.

35 k. Geropsychiatrist Consultation and Training Hours: CONTRACTOR shall subcontract
 36 with a psychiatrist who specializes in geropsychiatry to conduct psychiatric screenings and assessments
 37 to participants who exhibit unmanaged mental health symptoms. For each participant that is screened

1 and assessed, the psychiatrist shall submit a report of the findings including clinical observations and a
2 proposed intervention plan to the CONTRACTOR. If needed, the psychiatrist shall provide direct
3 communication with participant's primary care physician to facilitate continuum of care. Psychiatrist
4 shall also provide clinical advice and consultation regarding individual cases to the
5 CONTRACTOR. The geropsychiatrist will also collaborate with participant's case manager regarding
6 their case management services plan. Services may also include follow-up consultations and short-term
7 medication prescriptions until linkages to appropriate medical resources is made. The psychiatrist
8 provides training and education to primary care physicians and clinical and medical community staff on
9 assessing, identifying and treating isolated older adults to reduce the incidence and severity of mental
10 health issues in this population. CONTRACTOR shall offer participants who demonstrate a high risk of
11 behavioral health conditions individualized access to a more intensive assessment of psychosocial
12 vulnerabilities, and when applicable, provide follow-up consultation and prescribe medication as a
13 short-term stop gap intervention to assist participants in managing their behavioral health condition until
14 CONTRACTOR connects them with other, more appropriate resources.

15 l. Completion/Discharge: CONTRACTOR shall encourage the gradual transition of
16 participants from individual to group activities during the course of the program. This transition should
17 progress from one-on-one, largely in-home contact with a designated Case Manager and/or Life Coach,
18 to appropriate socialization activities in group settings at community locations designated and facilitated
19 by CONTRACTOR. Participants will receive services ranging from one to twelve months depending on
20 the needs of the participant. Successful completion or discharge will take place when all of the goals in
21 the service plan have been achieved and the mental health status, level of socialization and quality of life
22 of the participant has improved. Participants may also exit the program due to other circumstances such
23 as deteriorating health, relocation, or for voluntary reasons.

24 m. Follow-Up: CONTRACTOR shall conduct a follow-up with participants within 90 (90)
25 calendar days of the successful transition/discharge out of the program to assess the participant's status
26 and to support the participant's ongoing service plan.

27 n. Volunteers and Peer Mentors: CONTRACTOR shall recruit volunteers as well as
28 engage and promote participants in becoming volunteers or peer mentors by providing participants with
29 the necessary support and opportunities to apply knowledge and skills learned. Peer Support shall be an
30 essential component of the Early Intervention Services and will be structured to allow for ongoing
31 recruitment and training of peers. Volunteer and Peer mentoring recruitment should include training
32 and a supervision plan.

33 o. Educate the Community: CONTRACTOR shall Educate the community and/or target
34 groups that work with older adults about the program's nature and scope of services to promote
35 visibility and access. Community education will incorporate messages about stigma reduction to better
36 inform the community on the stigmatization of older adults.

37 //

1 p. Group Activities: CONTRACTOR shall encourage participants to gradually transition
2 from individual to group activities.

3 q. Primary Care Physician: CONTRACTOR shall assist participants who do not have an
4 existing primary care physician to locate a satisfactory community resource.

5 C. UNITS OF SERVICE

6 1. CONTRACTOR shall achieve, track, report, and record at a minimum, the following units
7 of service as specified below:

8		
9	«UOS_CAT_1»	«No_of_UOS_1»
10	«UOS_CAT_2»	«No_of_UOS_2»
11	«UOS_CAT_3»	«No_of_UOS_3»
12	«UOS_CAT_4»	«No_of_UOS_4»
13	«UOS_CAT_5»	«No_of_UOS_5»

14
15 D. OUTCOME MEASURES

16 1. Contractor shall complete all surveys, tools and pre/post tests for measurement of outcomes
17 of services, as requested by the ADMINSTRATOR. Measures shall include, but are not limited to, the
18 PROMIS Global Health, Patient Health Questionnaire (PHQ-9), General Anxiety Disorder (GAD 7),
19 and Lehman’s Quality of Life Survey and Participant Satisfaction Survey.

20 2. CONTRACTOR shall strive to meet the following outcome measure goals for their
21 program and applicable to the population being served as defined below and in the individual
22 Agreements under this Master Agreement.

- 23 a. On average, participants shall report a significant improvement in global health.
- 24 b. On average, participants shall report a significant decrease in behavioral health
25 symptoms.
- 26 c. On average, participants shall report a significant improvement in participant’s quality
27 of life.
- 28 d. A minimum of 50 percent of referrals shall result in a linkage to community-based
29 support services, which may include, but not limited to, PCP, therapists, socialization activity providers,
30 etc.

31 3. CONTRACTOR shall utilize ADMINISTRATOR approved forms to collect pertinent data,
32 which would be entered and analyzed for Participant’s level of satisfaction, program management, and
33 quality improvement purposes. In addition, CONTRACTOR shall utilize any data collection systems for
34 tracking Participant enrollment, demographics, trends, and service utilization.

35 4. CONTRACTOR shall develop a system to track and record the following demographics:
36 number of individuals served based on age groups; race and ethnicity; primary language; culture such as
37 //

1 lesbian, gay, bisexual, transgender, questioning, and intersex (LGBTQI), veterans, and others such as
 2 hearing impaired.

3 5. CONTRACTOR shall, on an ongoing basis and in partnership with ADMINISTRATOR,
 4 develop, modify, and incorporate different/additional outcome measurements, as approved by
 5 ADMINISTRATOR.

6 6. CONTRACTOR shall provide ADMINISTRATOR with monthly data reports, or as needed
 7 upon request of ADMINISTRATOR.

8 7. CONTRACTOR shall conduct on-going evaluations of the program and provide analysis to
 9 ADMINISTRATOR on a regular basis and in a format agreeable to ADMINISTRATOR.

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

12
 13 **VI. STAFFING**

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

	<u>FTEs</u>
19 «ADMIN»	
20 «ADMIN_1_1»	«FTE_1_A»
21 «ADMIN_2_1»	«FTE_2_A»
22 «ADMIN_3_1»	«FTE_3_A»
23 «ADMIN_4_1»	«FTE_4_A»
24 «ADMIN_5_1»	«FTE_5_A»
25 «ADMIN_6_1»	«FTE_6_A»
26 «ADMIN_7_1»	«FTE_7_A»
27 «ADMIN_8_1»	«FTE_8_A»
28 «ADMIN_9_1»	«FTE_9_A»
29 «ADMIN_10_1»	«FTE_10_A»
30 «SUBTOTAL_ADMINISTRATION»	«FTE_SUB_11A»
31	
32 PROGRAM	
33 «PGM_1_1»	«FTE_1_P»
34 «PGM_2_1»	«FTE_2_P»
35 «PGM_3_1»	«FTE_3_P»
36 «PGM_4_1»	«FTE_4_P»
37 «PGM_5_1»	«FTE_5_P»

1	«PGM_6_1»	«FTE_6_P»
2	«PGM_7_1»	«FTE_7_P»
3	«PGM_8_1»	«FTE_8_P»
4	«PGM_9_1»	«FTE_9_P»
5	«PGM_10_1»	«FTE_10_P»
6	SUBTOTAL PROGRAM	«FTE_SUB_11P»
7		
8	«SUBCONTRACTOR»	«SUBC_1»
9		
10	«Sub_SC»	«SUBC_2»
11		
12	TOTAL FTEs	«TTL_FTE_1»
13		

14 B. CONTRACTOR shall ensure that staff who provides Early Intervention Services to Older
 15 Adults is trained to provide services such as home visits, case management, socialization group
 16 facilitation, and group education facilitation and trained to meet the needs specific to the program’s
 17 target populations.

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

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

32 E. CONTRACTOR is highly encouraged to augment the above paid staff with qualified and
 33 trained volunteers and/or interns upon written approval of ADMINISTRATOR

34 F. CONTRACTOR shall maintain personnel files for each staff member, both administrative and
 35 programmatic, which shall include, but not be limited to, an application for employment, qualifications
 36 for the position, documentation of bicultural/bilingual capabilities (if applicable), pay rate and
 37 evaluations justifying pay increases.

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

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

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

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

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

17 K. CONTRACTOR shall provide ongoing supervision throughout all shifts to all staff, albeit paid
18 or unpaid, direct line staff or supervisors/directors, to enhance service quality and program
19 effectiveness. Supervision methods should include debriefings and consultation as needed, individual
20 supervision or one-on-one support, and team meetings. Supervision should be provided by a supervisor
21 who has extensive knowledge regarding behavioral health issues.

22 L. ADMINISTRATOR shall provide, or cause to be provided, training and ongoing consultation to
23 CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR
24 Standards of Care practices, P&Ps, documentation standards and any State regulatory requirements.

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

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1 EXHIBIT B
2 TO AGREEMENT FOR PROVISION OF
3 EARLY INTERVENTION SERVICES FOR OLDER ADULTS
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 «UC_NAME_UC_DBA»
8 JULY 1, 2019 THROUGH JUNE 30, 2022
9

10 **I. BUSINESS ASSOCIATE CONTRACT**

11 **A. GENERAL PROVISIONS AND RECITALS**

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

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

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

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

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

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

1 | electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

2 | B. DEFINITIONS

3 | 1. "Administrative Safeguards" are administrative actions, and P&Ps, to manage the selection,
4 | development, implementation, and maintenance of security measures to protect ePHI and to manage the
5 | conduct of CONTRACTOR's workforce in relation to the protection of that information.

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

8 | a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

37 | //

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

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

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

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

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

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

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

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

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

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

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

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

30 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

4 D. SECURITY RULE

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

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

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

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

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

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

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

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

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

1 E. DATA SECURITY REQUIREMENTS

2 1. Personal Controls

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

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

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

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

28 2. Technical Security Controls

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

33 3. Audit Controls

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

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

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

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

10 4. Business Continuity/Disaster Recovery Control

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

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

23 5. Paper Document Controls

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

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

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

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

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

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

16 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

34 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

8 1) The Disclosure is required by law; or

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

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

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

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

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

23 H. PROHIBITED USES AND DISCLOSURES

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

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

33 I. OBLIGATIONS OF COUNTY

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

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

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

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

9 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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1 EXHIBIT C
2 TO THE AGREEMENT FOR PROVISION OF
3 EARLY INTERVENTION SERVICES FOR OLDER ADULTS
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 «UC_NAME_UC_DBA»
8 JULY 1, 2019 THROUGH JUNE 30, 2022
9

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

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

13 A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

6 B. TERMS OF AGREEMENT

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

11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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