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**REFERENCED CONTRACT PROVISIONS**

~~Term: July 1, 2014 through June 30, 2015~~

~~Total Maximum Obligation: \$2,538,641~~

~~Basis for Reimbursement: Actual Cost~~

~~Payment Method: Provisional Payment~~

~~Notices to COUNTY and CONTRACTOR:~~

~~COUNTY: County of Orange~~

~~Health Care Agency~~

~~Contract Development and Management~~

~~405 West 5th Street, Suite 600~~

~~Santa Ana, CA 92701-4637~~

~~CONTRACTOR: Community Service Programs, Inc.~~

~~1221 E. Dyer Rd., Suite 120~~

~~Santa Ana, CA 92705~~

~~Margot Carlson~~

~~Executive Director~~

~~mearlson@espine.org~~

~~Term: July 1, 2014 through September 30, 2015~~

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

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

**Aggregate Maximum Obligation:**

Period One Maximum Obligation: \$3,538,641

Period Two Maximum Obligation: 649,344

TOTAL AGGREGATE MAXIMUM OBLIGATION: \$3,187,985

**Basis for Reimbursement:** Actual Cost

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**Payment Method:** Monthly in Arrears

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

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

**Notices to COUNTY and CONTRACTOR:**

**COUNTY:** County of Orange

Health Care Agency

Contract Services

405 West 5th Street, Suite 600

Santa Ana, CA 92701-4637

**CONTRACTOR:** Community Service Programs, Inc.

1221 E. Dyer Rd., Suite 120

Santa Ana, CA 92705

Margot Carlson

Executive Director

mcarlson@cspinc.org

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**I. ACRONYMS**

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

A. ADAS	Alcohol and Drug Abuse Services
B. AES	Advanced Encryption Standard
C. ARRA	American Recovery and Reinvestment Act
D. ASRS	Alcohol and Drug Programs Reporting System
E. BBS	Board of Behavioral Sciences
F. BCP	Business Continuity Plan
G. BHS	Behavioral Health Services
H. CalOPTIMA	California Orange Prevention and Treatment Integrated Medical Assistance Plan
I. CAT	Centralized Assessment Team
J. CCC	California Civil Code
K. CCR	California Code of Regulations
L. CD/DVD	Compact Disc/Digital Video or Versatile Video
M. CFDA	Catalog of Federal Domestic Assistance
N. CFR	Code of Federal Regulations
O. CHPP	County HIPAA Policies and Procedures
P. CHS	Correctional Health Services
Q. CIPA	California Information Practices Act
R. CMPPA	Computer Matching and Privacy Protection Act
S. CSW	Clinical Social Worker
T. D/MC	Drug/Medi-Cal
U. DCR	Data Collection and Reporting
V. DD	Dual Disorders
W. DHCS	Department of Health Care Services
X. DoD	US Department of Defense
Y. DPFS	Drug Program Fiscal Systems
Z. DRP	Disaster Recovery Plan
AA. DRS	Designated Record Set
AB. DSH	Direct Service Hours
AC. DSM	Diagnostic and Statistical Manual of Mental Disorders
AD. E-MAIL	Electronic Mail
AE. EHR	Electronic Health Records
AF. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
AG. FRC	Family Resource Center

1	AH. FIPS	Federal Information Processing Standards
2	AI. FSP	Full Service Partnership
3	AJ. FSW	Full Service Wraparound
4	AK. FTE	Full Time Equivalent
5	AL. GAAP	Generally Accepted Accounting Principles
6	AM. HCA	Health Care Agency
7	AN. HHS	Health and Human Services
8	AO. HIPAA	Health Insurance Portability and Accountability Act
9	AP. HSC	California Health and Safety Code
10	AQ. ID	Identification
11	AR. IEA	Information Exchange Agreement
12	AS. IRIS	Integrated Records Information System
13	AT. KET	Key Events Tracking
14	AU. LCSW	Licensed Clinical Social Worker
15	AV. LPCC	Licensed Professional Clinical Counselor
16	AW. LPT	Licensed Psychiatric Technician
17	AX. LVN	Licensed Vocational Nurse
18	AY. MFT	Marriage and Family Therapist
19	AZ. MHP	Mental Health Plan
20	BA. MHSA	Mental Health Services Act
21	BB. MIHS	Medical and Institutional Health Services
22	BC. MTP	Master Treatment Plan
23	BD. NIST	National Institute of Standards and Technology
24	BE. NOA-A	Notice of Action
25	BF. NP	Nurse Practitioner
26	BG. NPI	National Provider Identifier
27	BH. NPP	Notice of Privacy Practices
28	BI. OCJS	Orange County Jail System
29	BJ. OCPD	Orange County Probation Department
30	BK. OCR	Office for Civil Rights
31	BL. OCSD	Orange County Sheriff's Department
32	BM. OIG	Office of Inspector General
33	BN. OMB	Office of Management and Budget
34	BO. OPM	Federal Office of Personnel Management
35	BP. P&P	Policy and Procedure
36	BQ. PADSS	Payment Application Data Security Standard
37	BR. PAF	Partnership Assessment Form

1	BS. PBM	Pharmaceutical Benefits Management
2	BT. PC	State of California Penal Code
3	BU. PCI DSS	Payment Card Industry Data Security Standard
4	BV. PHI	Protected Health Information
5	BW. PI	Personal Information
6	BX. PII	Personally Identifiable Information
7	BY. POC	Plan of Care
8	BZ. PRA	Public Record Act
9	CA. PSC	Personal Services Coordinator
10	CB. QIC	Quality Improvement Committee
11	CC. RCL	Rate Classification Level
12	CD. RN	Registered Nurse
13	CE. SAMSHA	Substance Abuse and Mental Health Services Administration
14	CF. SSA	Social Services Agency
15	CG. SSI	Social Security Income
16	CH. TAY	Transitional Age Youth
17	CI. TBS	Therapeutic Behavioral Services
18	CJ. The HITECH Act	The Health Information Technology for Economic and Clinical Health
19		Act, Public Law 111-005
20	CK. UMDAP	Universal Method of Determining Ability to Pay
21	CL. USC	United States Code
22	CM. WIC	State of California Welfare and Institutions Code
23	CN. WRAP	Wellness Recovery Action Plan
24	CO. XML	Extensible Markup Language

## II. ALTERATION OF TERMS

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

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

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### III. ASSIGNMENT OF DEBTS

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

### IV. COMPLIANCE

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

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

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

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

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

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

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

~~B. SANCTION SCREENING CONTRACTOR shall adhere to all screening P&Ps and screen all Covered Individuals employed or retained to provide services related to this Agreement to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against the General Services Administration's Excluded Parties List System or System for Award Management, the HHS/OIG List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider List and/or any other as identified by the ADMINISTRATOR.~~

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

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

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

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

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

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

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

~~6. CONTRACTOR acknowledges that Ineligible Persons are precluded from providing federal and state funded health care services by contract with COUNTY in the event that they are currently sanctioned or excluded by a federal or state law enforcement regulatory or licensing agency. If~~

~~CONTRACTOR becomes aware that a Covered Individual has become an Ineligible Person; CONTRACTOR shall remove such individual from responsibility for, or involvement with, COUNTY business operations related to this Agreement.~~

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

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

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

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

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

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

~~D. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS~~

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

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

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

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

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

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

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 4 policies and procedures relating to HCA’s Compliance Program, HCA’s Code of Conduct and General  
 5 Compliance Trainings.

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

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

14 4. If CONTRACTOR elects to have its own Compliance Program and Code of Conduct then it  
 15 shall submit a copy of its Compliance Program, Code of Conduct and relevant policies and procedures  
 16 to ADMINISTRATOR within thirty (30) calendar days of award of this Agreement.  
 17 ADMINISTRATOR’s Compliance Officer shall determine if CONTRACTOR’s Compliance Program  
 18 and Code of Conduct contains all required elements. CONTRACTOR shall take necessary action to  
 19 meet said standards or shall be asked to acknowledge and agree to HCA’s Compliance Program and  
 20 Code of Conduct if the CONTRACTOR’s Compliance Program and Code of Conduct does not contain  
 21 all required elements.

22 5. Upon written confirmation from ADMINISTRATOR’s Compliance Officer that the  
 23 CONTRACTOR’s Compliance Program and Code of Conduct contains all required elements,  
 24 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of  
 25 CONTRACTOR’s Compliance Program, Code of Conduct and related policies and procedures.

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

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 31 procedures and screen all Covered Individuals employed or retained to provide services related to this  
 32 Agreement to ensure that they are not designated as Ineligible Persons, as pursuant to this Agreement.  
 33 Screening shall be conducted against the General Services Administration’s Excluded Parties List  
 34 System or System for Award Management, the Health and Human Services/Office of Inspector General  
 35 List of Excluded Individuals/Entities, and the California Medi-Cal Suspended and Ineligible Provider  
 36 List and/or any other list or system as identified by the ADMINISTRATOR.

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

17 D. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

## 34 V. CONFIDENTIALITY

35 A. CONTRACTOR shall maintain the confidentiality of all records, including billings and any  
 36 audio and/or video recordings, in accordance with all applicable federal, state and county codes and  
 37



1 regulations, as they now exist or may hereafter be amended or changed.

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

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

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

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

## 21 22 **VI. COST REPORT**

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

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

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

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

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

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

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

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

D. Unless approved by ADMINISTRATOR, costs that exceed the State Maximum Reimbursement Rate per Medi-Cal Unit of Services, as determined by the State DHCS, shall be unreimbursable to CONTRACTOR.

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



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

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

Signed \_\_\_\_\_  
 Name \_\_\_\_\_  
 Title \_\_\_\_\_  
 Date \_\_\_\_\_"

## **VII. DELEGATION ASSIGNMENT, AND SUBCONTRACTS**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%)

1 of the composition of the Board of Directors within a two (2) month period of time, shall be deemed an  
 2 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community  
 3 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal  
 4 Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

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

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

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

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

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

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

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

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

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

1 services provided by consultants.”

## 3 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

## 14 **IX. EQUIPMENT**

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

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

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

35 D. CONTRACTOR shall maintain an inventory of all Equipment purchased in whole or in part  
36 with funds paid through this Agreement, including date of purchase, purchase price, serial number,  
37 model and type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and

1 shall include the original purchase date and price, useful life, and balance of depreciated Equipment cost,  
2 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 any  
12 cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this  
13 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 **X. FACILITIES, PAYMENTS AND SERVICES**

18 CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with  
19 Exhibits A, B, and C to this Agreement. COUNTY shall compensate, and authorize, when applicable,  
20 said 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 24 **XI. INDEMNIFICATION AND INSURANCE**

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

35 ~~—B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all~~  
36 ~~required insurance at CONTRACTOR's expense and to submit to COUNTY the COI, including all~~  
37 ~~endorsements required herein, necessary to satisfy COUNTY that the insurance provisions of this~~

~~Agreement have been complied with and to maintain such insurance coverage with COUNTY during the entire term of this Agreement. In addition, all subcontractors performing work on behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms and conditions as set forth herein for CONTRACTOR.~~

~~C. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply, indicate this on the COI with a 0 by the appropriate line of coverage. Any SIR or deductible in an amount in excess of \$25,000 (\$5,000 for automobile liability), shall specifically be approved by the CEO/Office of Risk Management.~~

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

~~E. QUALIFIED INSURER~~

~~1. The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier) or have 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)~~

~~2. If the insurance carrier is not an admitted carrier in the state of California and 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.~~

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

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



~~G. REQUIRED COVERAGE FORMS~~

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

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

~~H. REQUIRED ENDORSEMENTS~~ The Commercial General Liability policy shall contain the following endorsements, which shall accompany the COI:

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

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

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

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

~~K. All insurance policies required by this Agreement shall give COUNTY thirty (30) calendar day notice in the event of cancellation and ten (10) calendar day notice for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the COI.~~

~~L. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain professional liability coverage for two years following completion of Agreement.~~

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

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

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

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

~~Q. SUBMISSION OF INSURANCE DOCUMENTS~~

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

~~a. Prior to the start date of this Agreement.~~

~~b. No later than the expiration date for each policy.~~

~~c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph F. of this Agreement.~~

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

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

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

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

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

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

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



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

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

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

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

#### F. QUALIFIED INSURER

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

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

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

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

#### H. REQUIRED COVERAGE FORMS

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

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

I. REQUIRED ENDORSEMENTS – The Commercial General Liability policy shall contain the following endorsements, which shall accompany the COI:

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

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

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

//

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

L. CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide written notice of cancellation may constitute a material breach of the Agreement, upon which the COUNTY may suspend or terminate this Agreement.

M. If CONTRACTOR's Professional Liability policy is a "claims made" policy, CONTRACTOR shall agree to maintain Professional Liability coverage for two (2) years following completion of Agreement.

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

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

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

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

#### R. SUBMISSION OF INSURANCE DOCUMENTS

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

a. Prior to the start date of this Agreement.

b. No later than the expiration date for each policy.

c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding changes to any of the insurance types as set forth in Subparagraph G. of this Agreement.

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

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

a. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any and all Agreements between COUNTY and CONTRACTOR until such time that the

required COI and endorsements that meet the insurance provisions stipulated in this Agreement are submitted to ADMINISTRATOR.

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

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

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

## **XII. INSPECTIONS AND AUDITS**

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

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

### **C. AUDIT RESPONSE**

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

2. If the audit reveals that money is payable from one party to the other, that is, reimbursement by CONTRACTOR to COUNTY, or payment of sums due from COUNTY to CONTRACTOR, said funds shall be due and payable from one party to the other within sixty (60) calendar days of receipt of the audit results. If reimbursement is due from CONTRACTOR to COUNTY, and such reimbursement

is not received within said sixty (60) calendar days, COUNTY may, in addition to any other remedies provided by law, reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

### **XIII. LICENSES AND LAWS**

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

#### ~~B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS~~

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

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

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

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

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

~~2. Failure of CONTRACTOR to timely submit the data and/or certifications required by Subparagraphs 1.a., 1.b., 1.c., or 1.d. above, or to comply with all federal and state employee reporting~~

~~requirements for child support enforcement, or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment, shall constitute a material breach of this Agreement; and failure to cure such breach within sixty (60) calendar days of notice from COUNTY shall constitute grounds for termination of this Agreement.~~

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

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

~~1. ARRA of 2009.~~

~~2. WIC, Divisions 5, 6 and 9.~~

~~3. State of HSC, §§1250 et seq.~~

~~4. PC, Part 4, Title 1, Chapter 2, Article 2.5 relating to Child Abuse Reporting.~~

~~5. CCR, Title 9, Title 17, and Title 22.~~

~~6. CFR, Title 42 and Title 45.~~

~~7. USC Title 42.~~

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

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

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

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

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

~~13. P&Ps set forth in MHSA.~~

~~14. P&Ps set forth in DHCS Letters.~~

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

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

~~17. D/MC Certification Standards for Substance Abuse Clinics, July 2004.~~

~~18. D/MC Billing Manual (March 23, 2010).~~

~~19. Federal Medicare Cost reimbursement principles and cost reporting standards.~~

~~20. Orange County Medi-Cal Mental Health Managed Care Plan.~~

~~21. Short Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case Management.~~

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

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



**ADMINISTRATOR.**

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

**B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

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

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

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

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

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

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

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

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

1. ARRA of 2009.

2. WIC, Division 5, Community Mental Health Services.

3. WIC, Division 6, Admissions and Judicial Commitments.

4. WIC, Division 7, Mental Institutions.

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

#### 21        **XIV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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



include any required funding statement information on social media when required by ADMINISTRATOR.

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

## **XV. MAXIMUM OBLIGATION**

~~A. The Maximum Obligation of COUNTY for services provided in accordance with this Agreement as specified in the Referenced Contract Provisions of this Agreement.~~

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

“The Total Maximum Obligation of COUNTY for services provided in accordance with this Agreement, and the separate Maximum Obligations for each period under this Agreement, are as specified in the Referenced Contract Provisions of this Agreement.”

## **XVI. NONDISCRIMINATION**

~~A. EMPLOYMENT~~

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

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

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

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

~~5. All solicitations or advertisements for employees placed by or on behalf of CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration for employment without regard to ethnic group identification, race, religion, ancestry, color, creed, sex, marital status,~~

national origin, age (40 and over), sexual orientation, medical condition, or physical or mental disability. Such requirements shall be deemed fulfilled by use of the term EOE.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### "A. EMPLOYMENT"

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

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

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

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

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

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

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

1. Denying a participant or potential participant any service, benefit, or accommodation.

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

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

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

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

**C. COMPLAINT PROCESS** – CONTRACTOR shall establish procedures for advising all

participants through a written statement that CONTRACTOR's and/or subcontractor's participants may file all complaints alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and ADMINISTRATOR or COUNTY's Patient Rights Office.

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

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

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

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

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

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

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

## **XVII. NOTICES**

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

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

### **XVIII. NOTIFICATION OF DEATH**

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

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

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

#### **2. WRITTEN NOTIFICATION**

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

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

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



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

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

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

## **XX. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

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

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

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

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

~~G. CONTRACTOR may retain participant, client, and/or patient documentation electronically in accordance with the terms of this Agreement and common business practices. If documentation is~~

retained electronically, CONTRACTOR shall, in the event of an audit or site visit:

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

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

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

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

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

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

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

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

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

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

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

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

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



violation of federal or state regulations and/or COUNTY policies.

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

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

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

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

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

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

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

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

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

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

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

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

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

J. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,

1 billings, and revenues available at one (1) location within the limits of the County of Orange.

2 K. If CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR  
 3 may provide written approval to CONTRACTOR to maintain records in a single location, identified by  
 4 CONTRACTOR.

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

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

## 11 **XXI. RESEARCH AND PUBLICATION**

12 CONTRACTOR shall not utilize information and data received from COUNTY or developed as a  
 13 result of this Agreement for the purpose of personal publication.

## 15 **XXII. REVENUE**

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

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

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

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

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### XXIII. RIGHT TO WORK AND MINIMUM WAGE LAWS

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

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

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

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

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

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

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

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**XXIV. SEVERABILITY**

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

**XXV. SPECIAL PROVISIONS**

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

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

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

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

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

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

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

## 6 7                                   **XXVI. STATUS OF CONTRACTOR**

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

## 19 20                                   **XXVII. TERM**

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

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

## 29 30                                   **XXVIII. TERMINATION**

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

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

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

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

17 D. CONTINGENT FUNDING

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

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

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

- 33 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which  
34 is consistent with recognized standards of quality care and prudent business practice.
- 35 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract  
36 performance during the remaining contract term.

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

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

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

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

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

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

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

#### **XXIX. THIRD PARTY BENEFICIARY**

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

#### **XXX. WAIVER OF DEFAULT OR BREACH**

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

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

3  
4 COMMUNITY SERVICE PROGRAMS, INC.

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6  
7 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

8  
9 TITLE: \_\_\_\_\_

10  
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12  
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14  
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: \_\_\_\_\_

30 DEPUTY

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

EXHIBIT A  
TO AGREEMENT FOR PROVISION OF  
COLLABORATIVE COURTS  
FULL-SERVICE PARTNERSHIP/WRAPAROUND SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
COMMUNITY SERVICE PROGRAMS, INC.  
JULY 1, 2014 THROUGH ~~JUNE 30, 2015~~ SEPTEMBER 30, 2015

**I. COMMON TERMS AND DEFINITIONS**

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

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

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

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

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

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

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

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

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1           8. Data Collection System means software used for the collection, tracking, and reporting of  
2 outcomes data for Clients enrolled in the FSP programs.

3           a. 3 M's means the Quarterly Assessment Form being completed for each client every  
4 three months in the approved data collection system.

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

7           c. KET means the tracking of a client's service movement or changes in the approved data  
8 collection system. A KET must be completed and entered accurately each time the CONTRACTOR is  
9 reporting a change from previous client status in certain categories. These categories include: residential  
10 status, employment status, education and benefits establishment.

11           d. PAF means the baseline assessment for each client that must be completed and entered  
12 into the data collection system within thirty (30) days of the Partnership date.

13           9. Diagnosis means identifying the nature of a client's disorder. When formulating the  
14 diagnosis of client, CONTRACTOR shall use the diagnostic codes and axes as specified in the most  
15 current edition of the Diagnostic and DSM published by the American Psychiatric Association or the  
16 international Classification of Diseases (ICD) as directed by the Administrator. Diagnoses will be  
17 recorded on all IRIS documents, as appropriate.

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

22           11. Education Coordinator means an individual who is responsible for providing assistance and  
23 support with educational and vocational services as well as developing resources for those clients that  
24 wish to further their education or training.

25           12. Employment Coordinator means an individual who provides pre-employment training, job  
26 orientation, and site training to clients. This individual is also responsible for assisting clients with job  
27 application procedures; teaching social, grooming and dress-for-success personal hygiene skills to  
28 clients; and coaching clients on how to maintain employment. In addition, the Employment Coordinator  
29 may provide on-the-job mentoring and will work closely with the hiring companies and clients.

30           13. Engagement means the process where a trusting relationship between CONTRACTOR's  
31 staff and client is developed over a short period of time, so CONTRACTOR and client can develop a  
32 plan to link the client to appropriate services within the community. Engagement of the client is the  
33 objective of a successful outreach.

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

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

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

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

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

12       19. Housing Coordinator means an individual who is responsible for assisting clients with  
 13 housing solutions. This individual is also responsible for outreach and networking within the  
 14 community to maintain an up-to-date record of available housing resources. In addition, the coordinator  
 15 will work with the Family Team to assess the needs of clients.

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

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

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

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

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

36       25. LPCC means a licensed individual, pursuant to the provisions of Chapter 13 of the  
 37 California Business and Professions Code, pursuant to the provisions of Chapter 16 of the California

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

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

8 27. Licensed Psychologist means a licensed individual, pursuant to the provisions of Chapter  
9 6.6 of the California Business and Professions Code, who can provide clinical services to Clients. The  
10 license must be current and in force, and has not been suspended or revoked. Also, it is preferred that the  
11 individual has at least one (1) year of experience treating children and TAY.

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

16 29. Medical Necessity means diagnosis, impairment, and intervention related criteria as defined  
17 in the COUNTY's MHP under Medical Necessity for Medi-Cal reimbursed Specialty Mental Health  
18 Services.

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

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

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

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

36 d. DD Integrated Treatment Model means a program that uses a stage-wise treatment  
37 model and is non-confrontational, follows behavioral principles, considers interactions between mental

1 illness and substance abuse, and has gradual expectations of abstinence. Mental illness and substance  
 2 abuse research has strongly indicated that a Client with co-occurring disorder needs treatment for both  
 3 problems to recover fully and focusing on one does not ensure the other will go away. Dual diagnosis  
 4 services integrate assistance for each condition by helping Clients recover from mental illness and  
 5 substance abuse in one setting and at the same time.

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

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

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

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

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

33 j. TBS means one-on-one behavioral interventions with a Client, which is designed to  
 34 reduce or eliminate targeted behaviors as identified in the Client's treatment plan. Collateral services are  
 35 also provided to parent(s)/guardian(s) as part of TBS. Clients must be Medi-Cal eligible and meet TBS  
 36 class membership and service need requirements. Documentation in the medical record must support  
 37 Medical Necessity for these intensive services. Cases in which Clients are receiving more than twenty



(20) hours per week of TBS or those who are expected to receive more than four months (120 days) of TBS must be approved by ADMINISTRATOR. ADMINISTRATOR has to approve individuals that are delivering these intervention services to ensure they are qualified to deliver these services.

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

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

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

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

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

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

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

37. Nurse Practitioner means a medical professional with an advanced degree in nursing that performs a variety of duties in care settings focused around a nursing model.

38. Outcomes Analyst/Data Mining Analyst means an individual who ensures that an FSP program maintains a focus on program outcomes. This individual will be responsible for reviewing outcome data, analyzing data, and developing strategies for gathering new data from Client's perspective to improve FSP's understanding of Client's needs and desires towards furthering their Recovery. This individual will also provide feedback to the program and work collaboratively with the employment specialist, education specialist, benefits specialist, and other staff in the program to strategize and improve outcomes in service delivery. In addition, this position will be responsible for attending all data

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1 and outcome related meetings and ensuring that the FSP is being proactive in all data collection  
2 requirements and changes at the local and state levels.

3 39. Outreach means linking potential Clients to appropriate mental health services within the  
4 community. Outreach activities will include educating the community about the services offered and  
5 requirements for participation in the programs. Such activities may result in the CONTRACTOR  
6 developing referral sources for Clients from various programs being offered within the community.

7 40. PBM Company means a company contracted by the COUNTY that manages the medication  
8 benefits for Clients that are qualified for medication benefits.

9 Personal Service Coordinator (PSC) means an individual with a Bachelor's degree in human services or  
10 related field. It is preferred that the individual has at least two years of related experience with mental  
11 health services, or three years' experience as a client in a similar program who has graduated to self-  
12 sufficiency. A PSC leads the implementation of a service plan covering an entire range of needs for the  
13 client and/or client's family to promote success, safety, and permanence in the home, school, workforce,  
14 and community and lead clients to self-sufficiency.

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

- 17 a. A statement of an overall goal or vision for the Client and Client's family.
- 18 b. The strengths of the Client and Client's family.
- 19 c. The needs, as defined by specific life areas that must be met to achieve the goal(s) of  
20 the Client and Client's family.
- 21 d. Prevention and intervention Safety Plans.
- 22 e. The type, frequency, and duration of intervention strategies.
- 23 f. Financial responsibility for the components of the POC.
- 24 g. Desired outcomes.

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

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

32 44. Program Director means an individual who is responsible for all aspects of administration  
33 and clinical operations of the mental health program, including development and adherence to the annual  
34 budget. This individual will also be responsible for the following: hiring, development and performance  
35 management of professional and support staff, and ensuring mental health treatment services are  
36 provided in concert with local and state rules and regulations.

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

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

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

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

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

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

51. Student Intern means student(s) currently enrolled in an accredited graduate or undergraduate program and is/are accumulating supervised work experience hours as part of field work, internship, or practicum requirements. Acceptable programs include all programs that assist students in meeting the educational requirements to be a Licensed MFT, a LCSW, a Licensed Clinical Psychologist, a Licensed PCC, or to obtain a Bachelor's degree. Individuals with graduate degrees and have two (2) years of full-time experience in a mental health setting, either post-degree or as part of the program leading to the graduate degree, are not considered as students.

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

53. Token means the security device which allows an end-user to access the ADMINISTRATOR's computer based IRIS.

1           54. UMDAP means the method used for determining the annual Client liability for mental  
2 health services received from the COUNTY's mental health system and is set by the State of California.

3           55. Wellness Coordinator means an individual who specializes in assisting Clients with access  
4 to a myriad of health care needs, nutrition resources, and other community supports. This individual will  
5 be responsible for documenting the services required, as well as communicating the needs of Clients to  
6 the Family Team.

7           56. Wraparound Orange County means the wraparound program administered by COUNTY's  
8 SSA and is available to children and TAY who are returning from or being considered for placement in  
9 group homes.

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

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

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## II. BUDGET

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

	<u>TOTAL</u>
<b>ADMINISTRATIVE COST</b>	
— Salaries	\$ 203,398
— Benefits	— 48,514
— Services and Supplies	— 28,516
<b>SUBTOTAL ADMINISTRATIVE COST</b>	<b>\$ 280,428</b>
<b>PROGRAM COST</b>	
— Salaries	\$1,087,123
— Benefits	— 272,449
— Services and Supplies	— 288,641
— Flexible Funds	— 180,000
— Subcontracts	— 430,000
<b>SUBTOTAL PROGRAM COST</b>	<b>\$2,258,213</b>
<b>TOTAL GROSS COSTs</b>	<b>\$2,538,641</b>
<b>REVENUES</b>	
— Federal Medi-Cal	\$ 385,000
— MHSA	— 2,153,641
<b>TOTAL REVENUE</b>	<b>\$2,538,641</b>
<b>MAXIMUM OBLIGATION</b>	<b>\$2,538,641</b>

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>TOTAL</u>
<b>ADMINISTRATIVE COSTS</b>			
Salaries	\$ 203,398	\$ 50,850	\$ 254,248

1	Benefits	48,514	12,129	60,643
2	Services and Supplies	28,516	7,129	35,645
3	<b>SUBTOTAL ADMINISTRATIVE</b>	<b>\$ 280,428</b>	<b>\$ 70,108</b>	<b>\$ 350,536</b>
4				
5	<b>PROGRAM COSTS</b>			
6	Salaries	\$1,087,123	\$ 286,464	\$1,373,587
7	Benefits	272,449	68,112	340,561
8	Services and Supplies	288,641	72,160	360,801
9	Flex Funds	180,000	45,000	225,000
10	Subcontracts	430,000	107,500	537,500
11	<b>SUBTOTAL PROGRAM</b>	<b>\$2,258,213</b>	<b>\$ 579,236</b>	<b>\$2,837,449</b>
12				
13	<b>TOTAL GROSS COSTS</b>	<b>\$2,538,641</b>	<b>\$ 649,344</b>	<b>\$3,187,985</b>
14				
15	<b>REVENUE</b>			
16	Federal Medi-Cal	\$ 385,000	\$ 96,250	\$ 481,250
17	MHSA	2,153,641	553,094	2,706,735
18	<b>TOTAL REVENUE</b>	<b>\$2,538,641</b>	<b>\$ 649,344</b>	<b>\$3,187,985</b>
19				
20	<b>MAXIMUM OBLIGATION</b>	<b>\$2,538,641</b>	<b>\$ 649,344</b>	<b>\$3,187,985"</b>

21  
22 B. CONTRACTOR agrees that the amount of State match is dependent upon, and shall at no time  
23 be greater than, the amount of Federal Medi-Cal actually generated by CONTRACTOR, unless  
24 authorized by ADMINISTRATOR.

25 C. The total cost of services provided for in the Agreement are based upon projected revenue  
26 generation and shall be reimbursed by Federal Medi-Cal, State, and COUNTY revenues.  
27 CONTRACTOR agrees that if actual Federal Medi-Cal and State reimbursement, based upon the  
28 completed DHCS Cost Report for each Fiscal Year, is less than budgeted, the Maximum Obligation shall  
29 be adjusted down by the amount of under generated Federal Medi-Cal and/or State revenue.  
30 CONTRACTOR further agrees that COUNTY revenues shall be used to cover the costs of non-Medi-  
31 Cal clients and/or non-Medi-Cal billable services and shall not exceed the amounts specified in  
32 Subparagraph II.A. of this Exhibit A to the Agreement, unless authorized, in writing, by  
33 ADMINISTRATOR.

34 D. In the event CONTRACTOR collects fees and insurance, including Medicare, for services  
35 provided pursuant to the Agreement, CONTRACTOR may make written application to  
36 ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the  
37 fees and insurance shall be utilized exclusively to provide mental health services. ADMINISTRATOR



may, at its sole discretion, approve any such retention of revenues. Approval by ADMINISTRATOR shall be in writing to CONTRACTOR and shall specify the amount of said revenues to be retained and the quantity of services to be provided by CONTRACTOR

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

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

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

### **III. PAYMENTS**

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$211,553 per month. All payments are interim payments only, and subject to final settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services, which may include Indirect Administrative Costs, as identified in Subparagraph II.A. of this Exhibit A to the Agreement; provided, however, the total of such payments does not exceed the Maximum Obligation for each period as stated in the Referenced Contract Provisions of the Agreement and provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and/or federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

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

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

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

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

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

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

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

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

#### **IV. REPORTS**

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

##### **B. FISCAL**

1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will report actual costs and revenues for CONTRACTOR's program described in the Services

Paragraph of this Exhibit A to the Agreement. Such reports will also include actual productivity as defined by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being reported.

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

C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by, ADMINISTRATOR and shall, at a minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the Agreement, staff hours worked by position, DSH provided by position, case load by position, and shall include the employees' names, licensure status, bilingual and bicultural capabilities, budgeted monthly salary, actual salary, and hire and/or termination date, and any other pertinent information as may be required by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being reported.

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

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

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

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

## V. SERVICES

### A. FACILITIES

1. CONTRACTOR shall maintain a minimum of three (3) fully licensed and appropriate facilities for the provision of Children and Transitional Age Youth Full-Service Partnership/Wraparound Services which meet the minimum requirements for Medi-Cal eligibility at the following location(s) or any other location(s) approved by ADMINISTRATOR, as specified below:

1221 E. Dyer Rd., Suite 220  
Santa Ana, CA 92705

16580 Harbor Blvd, Unit O  
Fountain Valley, CA 92708

Orangewood Children's Foundation  
1575 E. 17th Street  
Santa Ana, CA 92705

2. CONTRACTOR shall maintain regularly scheduled service hours, throughout the year, and maintain the capability to provide services during after-school hours on weekdays, and on the weekends, if necessary, in order to accommodate clients.

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

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

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

### B. FSP/FSW SERVICES

1. CONTRACTOR shall assess potential clients meeting the following criteria unless written exception is granted by ADMINISTRATOR:

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

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

c. Displaying behaviors or a history indicative of Serious Emotional Disorder as defined by WIC Section 5600.3; and

d. In one of the following target groups:

- 1) homeless;
- 2) unserved or underserved because of linguistic or cultural isolation;
- 3) with a history of multiple psychiatric hospitalizations;
- 4) experiencing their first psychotic episodes;
- 5) uninsured and exiting the Social Service or Probation systems;
- 6) with special needs and/or co-occurring disorders;
- 7) children of parent(s)/guardian(s) with serious mental illness; or
- 8) ages zero (0) through five (5) and school age children who are unable to function in the mainstream school, preschool or day care setting because of emotional problems.

2. Contractor shall coordinate referrals with the Juvenile Court of Orange County and serve those clients referred by Juvenile Drug Court, Truancy Court, Girls Court and those clients referred who are dual jurisdiction (under Court supervision as under the provisions of both W&I 300 and W&I 601 or 602). This coordination will include participation in court team meetings, appearance in Court as requested and other activities that support the functioning of those collaborative courts.

3. CONTRACTOR shall coordinate referrals with other existing wraparound and mental health services to ensure that all clients and/or their families are given access to the most appropriate level and type of services. Other services may include Wraparound Orange County, MHSA FSP programs for children and/or adults, and other COUNTY mental health services.

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

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



linkage to existing services in the community and will also have limited access to additional funding to access other needed services or support as necessary.

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

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

8. CONTRACTOR shall review the financial status of all enrollees using the UMDAP, unless otherwise approved in writing by COUNTY.

9. CONTRACTOR shall maximize collection of Medi-Cal and other third party payors whenever appropriate and in accordance with all State and COUNTY procedures.

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

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

12. CONTRACTOR shall participate in any clinical case review and implement any recommendations made by COUNTY to improve client care.

13. CONTRACTOR shall conduct Supervisory Review at sixty (60) calendar day and six (6) month intervals, in accordance with procedures developed by ADMINISTRATOR. CONTRACTOR shall conduct thirty (30)-day review of open cases, or previously opened with another provider. CONTRACTOR shall ensure that all chart documentation complies with all federal, state, and local guidelines and standards.

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

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

## **VI. STAFFING**

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



	<u>FTEs</u>
ADMINISTRATION	
Executive Director	0.200
Director of Youth Development	0.600
Accounting Specialist	0.650
Executive Assistant	0.050
Human Resources Specialist	0.400
Accounting Manager	0.200
Accounting Supervisor	0.300
Benefits and Compliance Specialist	0.250
Director of Human Resources	0.100
Office Specialist	<u>0.700</u>
SUBTOTAL ADMINISTRATION FTEs	3.450
PROGRAM	
Program Director	1.000
Case Management Supervisor	2.000
Licensed Clinical Supervisor	1.000
Counselor	2.500
Information and Referral Specialist	0.500
Data Analyst Supervisor	1.000
Data Analyst	1.000
Quality Assurance Specialist	2.000
Facilities Supervisor	0.500
Recovery Clinician	1.000
Recovery Coordinator	1.000
Career and Education Specialist	1.000
Transition Coordinator	4.000
Service Coordinator	4.000
SUBCONTRACTORS	
Orangewood Children's Foundation	<u>5.000</u>
SUBTOTAL PROGRAM FTEs	27.500
GRAND TOTAL	30.950

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

1 LPCC, Licensed MFT, RN, LVN, or LPT.

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

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

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

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

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

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

34 I. CONTRACTOR shall provide a minimum of one (1) hour of individual or two (2) hours of  
35 group supervision weekly to FSW direct service staff covering suicide assessment and crisis  
36 intervention, developing safety plans, maintaining healthy boundaries, reporting child abuse, dealing  
37 with difficult clients, meeting facilitation and medication, confidentiality, identification of strengths,

1 promoting life skills and such other topics identified by the ADMINISTRATOR. Formal training  
2 sessions may also be used to cover these topics but cannot substitute for weekly supervision hours.

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

7 K. WORKLOAD STANDARDS - CONTRACTOR understands and agrees that at any given time  
8 the standards referenced below are minimum standards, and shall make every effort to exceed these  
9 minimums.

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

11 2. CONTRACTOR shall provide a minimum of fifteen thousand one hundred eighty (15,180)  
12 hours of mental health, case management, crisis intervention, and other support services and is inclusive  
13 of both billable and non-billable services.

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

15 a. Counselor shall provide one hundred (100) DSH per month or one thousand two  
16 hundred (1,200) DSH per year.

17 b. Case Management Supervisor shall provide sixty (60) DSH per month or seven  
18 hundred twenty (720) DSH per year.

19 c. Licensed Clinical Supervisor shall provide forty (40) DSH per month or four hundred  
20 eighty (480) DSH per year.

21 d. Transition Coordinator shall provide seventy (70) DSH per month or eight hundred  
22 forty (840) DSH per year.

23 e. Service Coordinator shall provide fifty (50) DSH per month or six hundred (600) DSH  
24 per year.

25 f. Career and Education Specialist shall provide fifty (50) DSH per month or six hundred  
26 (600) DSH per year.

27 g. Recovery Coordinator shall provide twenty five (25) DSH per month or three hundred  
28 (300) DSH per year.

29 h. Recovery Clinician shall provide fifty (50) DSH per month or six hundred (600) DSH  
30 per year.

31 4. CONTRACTOR shall maintain an ongoing minimum caseload of one hundred forty (140)  
32 unduplicated clients/client families throughout the term of the Agreement, unless otherwise approved by  
33 ADMINISTRATOR.

34 5. CONTRACTOR shall provide a minimum of seven thousand (7,000) Face-to-Face Contacts  
35 with clients/client families per year for FSW services.

36 6. CONTRACTOR shall ensure a Face-to-Face contact weekly for every client and/or their  
37 family admitted to the program, unless written exception is granted by ADMINISTRATOR.

1 7. CONTRACTOR shall provide Face-to-Face contact within three (3) business days of  
2 client's referral for services.

3 8. CONTRACTOR shall not refuse client referrals if any of CONTRACTOR's staff are below  
4 workload standards, as defined in Subparagraph V.K. of this Exhibit A of the Agreement, unless  
5 otherwise approved by ADMINISTRATOR.

6 L. STUDENT INTERNS

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

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

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

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

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

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EXHIBIT B  
TO AGREEMENT FOR PROVISION OF  
COLLABORATIVE COURTS  
FULL-SERVICE PARTNERSHIP/WRAPAROUND SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
COMMUNITY SERVICE PROGRAMS, INC.  
JULY 1, 2014 THROUGH ~~JUNE 30, 2015~~ SEPTEMBER 30, 2015

**I. BUSINESS ASSOCIATE CONTRACT**

**A. GENERAL PROVISIONS AND RECITALS**

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

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

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

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

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

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

with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

## B. DEFINITIONS

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

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

### a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

5. “Disclosure” shall have the meaning given to such term under the HIPAA regulations in 45 CFR § 160.103.

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



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

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

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

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

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

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

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

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

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

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

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

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

#### C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE:

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

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

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

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

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

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

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

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

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

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

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

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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 employees,  
7 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 no  
18 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) day 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 and  
 6 maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR §  
 7 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to  
 8 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.  
 9 CONTRACTOR shall develop and maintain a written information privacy and security program that  
 10 includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of  
 11 CONTRACTOR's operations and the nature and scope of its activities.

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

16 3. CONTRACTOR shall ensure the continuous security of all computerized data systems  
 17 containing electronic PHI 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, maintains,  
 20 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 Subparagraphs  
 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.

## E. DATA SECURITY REQUIREMENTS

### 1. Personal Controls

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

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

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

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

### 2. Technical Security Controls

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

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



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

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

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

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

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

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

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



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

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

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

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

#### 4. Business Continuity/Disaster Recovery Control

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

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

#### 5. Paper Document Controls

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

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

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

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

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

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

#### F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

#### G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

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

1) The Disclosure is required by law; or

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

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

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

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

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

#### H. PROHIBITED USES AND DISCLOSURES

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

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

#### I. OBLIGATIONS OF COUNTY

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

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

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

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

#### J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

b. CONTRACTOR shall retain no copies of the PHI.

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

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

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EXHIBIT C  
TO AGREEMENT FOR PROVISION OF  
COLLABORATIVE COURTS  
FULL-SERVICE PARTNERSHIP/WRAPAROUND SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
COMMUNITY SERVICE PROGRAMS, INC.  
JULY 1, 2014 THROUGH ~~JUNE 30, 2015~~ SEPTEMBER 30, 2015

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

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

**A. DEFINITIONS**

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

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

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

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

5. "IEA" shall mean the Information Exchange Agreement currently in effect between the SSA and DHCS.

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

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

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

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

with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

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

## B. TERMS OF AGREEMENT

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

### 2. Responsibilities of CONTRACTOR

CONTRACTOR agrees:

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

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

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

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

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

3) If the data obtained by CONTRACTOR from COUNTY includes PII, CONTRACTOR shall also comply with the substantive privacy and security requirements in the CMPPA Agreement between the SSA and CHHS and in the Agreement between the SSA and DHCS,

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

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

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

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

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

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

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

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