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**REFERENCED CONTRACT PROVISIONS**

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**Term:** -July 1, ~~2016~~2019 through June 30, ~~2019~~2020  
**Period One** means the period from July 1, 2016 through June 30, 2017  
**Period Two** means the period from July 1, 2017 through June 30, 2018  
**Period Three** means the period from July 1, 2018 through June 30, 2019

**Maximum Obligation:**

<b>Period One Maximum Obligation:</b>	\$ 1,576,574
<b>Period Two Maximum Obligation:</b>	1,576,574
<b>Period Three Maximum Obligation:</b>	1,576,574
<b>TOTAL MAXIMUM OBLIGATION:</b>	\$ 4,729,722

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Monthly in Arrears

**CONTRACTOR DUNS Number:** 76-602-4966

**CONTRACTOR TAX ID Number:** 95-2321786

**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:** Children’s Hospital of Orange County  
1201 West La Veta Ave,  
Orange, California 92868  
Contact Name: Kerri Rupert Schiller,  
Senior Vice President and Chief Financial Officer  
Contact Email: kschiller@choc.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 Standards~~
- ~~A. AB 109 Assembly Bill 109, 2011 Public Safety Realignment~~
- ~~B. AIDS Acquired Immune Deficiency Syndrome~~
- C. ARRA American Recovery and Reinvestment Act of 2009
- ~~D. ASAM PPC American Society of Addiction Medicine Patient Placement Criteria~~
- ~~E. ASI Addiction Severity Index~~
- ~~F. ASRS Alcohol and Drug Programs Reporting System~~
- ~~G. ~~D.~~ BHS Behavioral Health Services~~
- ~~H. CalOMS California Outcomes Measurement System~~
- ~~I. CalWORKs California Work Opportunity and Responsibility for Kids~~
- ~~J. CAP Corrective Action Plan~~
- ~~K. ~~E.~~ CCC California Civil Code~~
- ~~L. ~~F.~~ CCR California Code of Regulations~~
- ~~M. CESI Client Evaluation of Self at Intake~~
- ~~N. CEST Client Evaluation of Self and Treatment~~
- ~~O. CFDA Catalog of Federal Domestic Assistance~~
- ~~P. ~~G.~~ CEO County Executive Office~~
- ~~H. CFR Code of Federal Regulations~~
- ~~Q. CHPP COUNTY HIPAA Policies and Procedures~~
- ~~R. CHS Correctional Health Services~~
- ~~S. ~~J.~~ ~~CMPPA Computer Matching and Privacy Protection Act~~~~
- ~~K. COI Certificate of Insurance~~
- ~~T. CPA Certified Public Accountant~~
- ~~U. CSW Clinical Social Worker~~
- ~~V. ~~L.~~ DHCS California Department of Health Care Services~~
- ~~W. D/MC Drug/Medi-Cal~~
- ~~X. DPFS Drug Program Fiscal Systems~~
- ~~Y. ~~M.~~ DoDUS Department of Defense~~
- ~~N. DRS Designated Record Set~~
- ~~Z. EEOC Equal Employment Opportunity Commission~~
- ~~AA. EHR Electronic Health Records~~
- ~~AB. EOC Equal Opportunity Clause~~
- ~~AC. ePHI Electronic Protected Health Information~~

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1	<del>AD.</del> <u>EPSDT</u>	<u>Early and Periodic Screening, Diagnosis, and Treatment</u>
2	<del>AF.</del> <u>FFS</u>	<u>Fee For Services</u>
3	<del>O.</del> <u>DSH</u>	<u>Direct Service Hour</u>
4	<del>AG.</del> <u>FSP</u>	<u>Full Service Partnership</u>
5	<del>AH.</del> <u>FTE</u>	<u>Full Time Equivalent</u>
6	<del>AI.</del> <del>P.</del> <u>GAAP</u>	<u>Generally Accepted Accounting Principles</u>
7	<del>AJ.</del> <del>Q.</del> <u>HCA</u>	<u>County of Orange Health Care Agency</u>
8	<del>AK.</del> <del>R.</del> <u>HHS</u>	<u>Federal Health and Human Services Agency</u>
9	<del>SAL.</del> <u>HIPAA</u>	<u>Health Insurance Portability and Accountability Act of 1996, Public</u>
10		<u>Law 104-191</u>
11	<del>AM.</del> <u>HITECH</u>	<u>Health Information Technology for Economic and Clinical Health</u>
12		<u>Act, Public Law 111-005</u>
13	<del>AN.</del> <u>HIV</u>	<u>Human Immunodeficiency Virus</u>
14	<del>AO.</del> <del>T.</del> <u>HSC</u>	<u>California Health and Safety Code</u>
15	<del>AP.</del> <del>U.</del> <u>IEA</u>	<u>Information Exchange Agreement</u>
16	<del>V.</del> <u>IRIS</u>	<u>Integrated Records and Information System</u>
17	<del>AQ.</del> <u>ITC</u>	<u>Indigent Trauma Care</u>
18	<del>AR.</del> <u>LCSW</u>	<u>Licensed Clinical Social Worker</u>
19	<del>AS.</del> <u>MAT</u>	<u>Medication Assisted Treatment</u>
20	<del>AT.</del> <u>MFT</u>	<u>Marriage and Family Therapist</u>
21	<del>AU.</del> <u>MH</u>	<u>Mental Health</u>
22	<del>AV.</del> <u>MHP</u>	<u>Mental Health Plan</u>
23	<del>AW.</del> <u>MHS</u>	<u>Mental Health Specialist</u>
24	<del>AX.</del> <del>W.</del> <u>ISO</u>	<u>Insurance Services Office</u>
25	<del>X.</del> <u>MHSA</u>	<u>Mental Health Services Act</u>
26	<del>AZ.</del> <u>MSN</u>	<u>Medical Safety Net</u>
27	<del>BA.</del> <u>NIH</u>	<u>National Institutes of Health</u>
28	<del>BB.</del> <del>Y.</del> <u>NPI</u>	<u>National Provider Identifier</u>
29	<del>Z.</del> <u>NPP</u>	<u>Notice of Privacy Practices</u>
30	<del>AA.</del> <del>BC.</del> <u>NPPES</u>	<u>National Plan and Provider Enumeration System</u>
31	<del>BD.</del> <u>OCR</u>	<u>Federal Office for Civil Rights</u>
32	<del>BE.</del> <u>OIG</u>	<u>Federal Office of Inspector General</u>
33	<del>ABBF.</del> <u>OMB</u>	<u>Federal Office of Management and Budget</u>
34	<del>BG.</del> <del>AC.</del> <u>OPM</u>	<u>Federal Office of Personnel Management</u>
35	<del>BH.</del> <u>P&amp;P</u>	<u>Policy and Procedure</u>
36	<del>BI.</del> <u>PA DSS</u>	<u>Payment Application Data Security Standard</u>
37	<del>BJ.</del> <u>PATH</u>	<u>Projects for Assistance in Transition from Homelessness</u>

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- 1 ~~BK.~~ ~~AD.~~ ~~PC~~ ~~State of California Penal Code~~
- 2 ~~BL.~~ ~~PCI DSS~~ ~~Payment Card Industry Data Security Standards~~
- 3 ~~BM.~~ ~~PCS~~ ~~Post-Release Community Supervision~~
- 4 ~~BN.~~ ~~AE.~~ ~~PEI~~ ~~Prevention and Early Intervention~~
- 5 ~~AF.~~ ~~PHI~~ ~~Protected Health Information~~
- 6 ~~BO.~~ ~~AG.~~ ~~PI~~ ~~Personal Information~~
- 7 ~~AH.~~ ~~PII~~ ~~Personally Identifiable Information~~
- 8 ~~AI.~~ ~~P&P~~ ~~Policy and Procedure~~
- 9 ~~AJ.~~ ~~BP.~~ ~~PRA~~ ~~California Public Record~~ ~~Records Act~~
- 10 ~~AK.~~ ~~SFTS~~ ~~Safe from the Start~~
- 11 ~~AL.~~ ~~TOT~~ ~~Train the Trainer~~
- 12 ~~AM.~~ ~~HITECH Act~~ ~~Health Information Technology for Economic and Clinical Health~~
- 13 ~~Act, Public Law 111 005~~
- 14 ~~AN.~~ ~~BQ.~~ ~~PSC~~ ~~Professional Services Contract System~~
- 15 ~~BR.~~ ~~SAPTBG~~ ~~Substance Abuse Prevention and Treatment Block Grant~~
- 16 ~~BS.~~ ~~SIR~~ ~~Self-Insured Retention~~
- 17 ~~BT.~~ ~~SMA~~ ~~Statewide Maximum Allowable (rate)~~
- 18 ~~BU.~~ ~~SOW~~ ~~Scope of Work~~
- 19 ~~BV.~~ ~~SUD~~ ~~Substance Use Disorder~~
- 20 ~~BW.~~ ~~UMDAP~~ ~~Uniform Method of Determining Ability to Pay~~
- 21 ~~BX.~~ ~~UOS~~ ~~Units of Service~~
- 22 ~~BY.~~ ~~USC~~ ~~United States Code~~
- 23 ~~AO.~~ ~~VPE~~ ~~Violence Prevention Education~~
- 24 ~~AP.~~ ~~BZ.~~ ~~WIC~~ ~~State of California Welfare~~ ~~Women, Infants~~ ~~and Institutions Code~~ ~~Children~~

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**II. ALTERATION OF TERMS**

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

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

**III. ASSIGNMENT OF DEBTS**

Unless this Agreement is followed without interruption by another Agreement between the ~~parties~~ Parties hereto for the same services and substantially the same scope, at the termination of this

1 Agreement, CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on  
 2 behalf of persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately  
 3 notify by mail each of ~~these persons~~ the respective Parties, specifying the date of assignment, the County  
 4 of Orange as assignee, and the address to which payments are to be sent. Payments received by  
 5 CONTRACTOR from or on behalf of said persons, shall be immediately given to COUNTY.

#### 7 IV. COMPLIANCE

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

11 1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the ~~relevant HCA~~  
 12 policies and procedures relating to ~~HCA's~~ ADMINISTRATOR's Compliance Program, ~~HCA's~~ Code of  
 13 Conduct and access to General Compliance and Annual Provider Trainings.

14 2. CONTRACTOR has the option to ~~adhere to HCA's Compliance Program and Code~~ provide  
 15 ADMINISTRATOR with proof of ~~conduct or establish~~ its own, ~~provided~~ compliance program, code of  
 16 conduct and any compliance related policies and procedures. ~~CONTRACTOR's Compliance Program~~  
 17 ~~and Code of Conduct have been~~ compliance program, code of conduct and any related policies and  
 18 procedures shall be verified ~~to~~ by ADMINISTRATOR's Compliance Department to ensure they include  
 19 all required elements by ADMINISTRATOR's Compliance Officer as described in ~~subparagraphs~~  
 20 below this Compliance Paragraph to this Agreement. These elements include:

21 a. Designation of a Compliance Officer and/or compliance staff.

22 b. Written standards, policies and/or procedures.

23 c. Compliance related training and/or education program and proof of completion.

24 d. Communication methods for reporting concerns to the Compliance Officer.

25 e. Methodology for conducting internal monitoring and auditing.

26 f. Methodology for detecting and correcting offenses.

27 g. Methodology/Procedure for enforcing disciplinary standards.

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

36 4. If CONTRACTOR elects to have its own ~~Compliance Program and Code of~~  
 37 ~~Conduct~~ compliance program, code of conduct and any Compliance related policies and procedures

8 of 35

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 BHS CHILDREN CHOC FY 19-20 KK VW - REDLINE.DOC CHC01BHKK19  
 CHILDREN'S HOSPITAL OF ORANGE COUNTY DBA CHOC CHILDREN'S



1 reviewed by ADMINISTRATOR, then ~~the~~ CONTRACTOR shall submit a copy of its ~~Compliance~~  
 2 ~~Program, Code~~ compliance program, code of ~~Conduct~~ conduct and all relevant policies and procedures to  
 3 ADMINISTRATOR within thirty (30) calendar days of ~~award~~ execution of this Agreement.  
 4 ADMINISTRATOR's Compliance Officer, ~~or designee,~~ shall ~~review said documents within a~~  
 5 ~~reasonable time, which shall not exceed forty-five (45) calendar days, and~~ determine if  
 6 ~~CONTRACTOR's~~ contractor's proposed compliance program and code of conduct contain all required  
 7 elements to the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program  
 8 and Code of Conduct ~~contains all required elements.~~ ADMINISTRATOR shall inform  
 9 CONTRACTOR ~~shall take necessary action~~ of any missing required elements and CONTRACTOR shall  
 10 ~~revise its compliance program and code of conduct~~ to meet said standards or shall be asked to  
 11 ~~acknowledge and agree to HCA's Compliance Program and Code of Conduct if the CONTRACTOR's~~  
 12 ~~Compliance Program and Code of Conduct does not contain all required~~  
 13 ~~elements.~~ ADMINISTRATOR's required elements within thirty (30) calendar days after  
 14 ADMINISTRATOR's Compliance Officer's determination and resubmit the same for review by the  
 15 ADMINISTRATOR.

16 5. Upon written confirmation from ADMINISTRATOR's ~~Compliance Officer~~ compliance  
 17 officer that the CONTRACTOR's ~~Compliance Program and Code of Conduct contains~~ compliance  
 18 ~~program, code of conduct and any compliance related policies and procedures contain~~ all required  
 19 elements, CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made  
 20 aware of CONTRACTOR's ~~Compliance Program, Code~~ compliance program, code of ~~Conduct~~  
 21 ~~and~~ conduct, related policies and procedures ~~and contact information for the ADMINISTRATOR's~~  
 22 ~~Compliance Program.~~

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

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

35 1. ~~For purposes of this Compliance Paragraph,~~ Covered Individuals includes all ~~employees,~~  
 36 ~~interns, volunteers,~~ contractors, subcontractors, agents, and other persons who provide health care items  
 37 or services or who perform billing or coding functions on behalf of ADMINISTRATOR.

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 CHILDREN'S HOSPITAL OF ORANGE COUNTY DBA CHOC CHILDREN'S

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

36 Upon written request by ADMINISTRATOR, CONTRACTOR shall provide copies of the  
 37 certifications.

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1 ~~E.~~ ~~D. MEDICAL~~ MEDI-CAL BILLING, CODING, AND DOCUMENTATION  
 2 COMPLIANCE STANDARDS

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

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

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

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

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

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

22 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural  
 23 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural  
 24 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,  
 25 §1810.410.subds.(c)-(d).

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

32  
 33 **V. CONFIDENTIALITY**

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

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

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

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

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

20 ~~C.~~

21 **VI. CONFLICT OF INTEREST**

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

30 **VII. CONFLICT OF INTEREST**

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

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

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

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

#### VI. COST REPORT

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

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

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

b. ADMINISTRATOR may withhold or delay any or all payments due CONTRACTOR pursuant to any or all agreements between COUNTY and CONTRACTOR until such time that the accurate and complete 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.

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1 Approval of such requests shall be at the sole discretion of ADMINISTRATOR and shall not be  
2 unreasonably denied.

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

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

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

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

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

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

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

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

9  
10 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and  
11 supporting documentation prepared by \_\_\_\_\_ for the cost report period  
12 beginning \_\_\_\_\_ and ending \_\_\_\_\_ and that, to the best of my  
13 knowledge and belief, costs reimbursed through this Agreement are reasonable and  
14 allowable and directly or indirectly related to the services provided and that this Cost  
15 Report is a true, correct, and complete statement from the books and records of  
16 (provider name) in accordance with applicable instructions, except as noted. I also  
17 hereby certify that I have the authority to execute the accompanying Cost Report.

18  
19 Signed \_\_\_\_\_  
20 Name \_\_\_\_\_  
21 Title \_\_\_\_\_  
22 Date \_\_\_\_\_"

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**VIII. DEBARMENT AND SUSPENSION CERTIFICATION**

~~VII. DEBARMENT AND SUSPENSION CERTIFICATION~~

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A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

**IX. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's business prior to completion of this Agreement, and COUNTY agrees to an assignment of the Agreement, the new owners shall be required under the terms of sale or other instruments of transfer to

//

1 assume CONTRACTOR's duties and obligations contained in this Agreement and complete them to the  
 2 satisfaction of COUNTY.

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

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

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

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

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

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

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

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

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

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

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

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

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

23 **X. DISPUTE RESOLUTION**

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

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

32 2. CONTRACTOR's written demand shall be fully supported by factual information, and, if  
33 such demand involves a cost adjustment to the Agreement, CONTRACTOR shall include with the  
34 demand a written statement signed by an authorized representative indicating that the demand is made in  
35 good faith, that the supporting data are accurate and complete, and that the amount requested accurately  
36 reflects the Agreement adjustment for which CONTRACTOR believes COUNTY is liable.  
37

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

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

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

**XI. EMPLOYEE ELIGIBILITY VERIFICATION**

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

**XII. EQUIPMENT**

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

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1 The cost of Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall  
2 be depreciated according to GAAP.

3 B. CONTRACTOR shall obtain ADMINISTRATOR's ~~prior~~-written approval ~~prior~~ to purchase ~~of~~  
4 any Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment,  
5 CONTRACTOR shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other  
6 supporting documentation, which includes delivery date, unit price, tax, shipping and serial numbers.  
7 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each  
8 purchased asset in an Equipment inventory.

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

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

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

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

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

29 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the  
30 proper use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.  
31

### 32 **XIII. FACILITIES, PAYMENTS AND SERVICES**

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

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

7  
8 **XIV. INDEMNIFICATION AND INSURANCE**

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

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

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

36 D. All SIRs ~~and deductibles~~ shall be clearly stated on the COI. ~~If no SIRs or deductibles apply,~~  
37 ~~indicate this on the COI with a zero (0) by the appropriate line of coverage.~~ Any SIR or deductible in an

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1 amount in excess of ~~\$25~~fifty thousand dollars (\$50,000 ~~(\$5,000 for automobile liability);~~ shall  
2 specifically be approved by the CEO/Office of Risk Management upon review of CONTRACTOR's  
3 current audited financial report. If CONTRACTOR's SIR is approved, CONTRACTOR, in addition to,  
4 and without limitation of, any other indemnity provision(s) in this Agreement, agrees to all of the  
5 following:

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

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

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

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

17 F. QUALIFIED INSURER

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

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

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

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<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 <u>(4 passengers or less)</u>	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Network Security & Privacy Liability Liability	\$1,000,000 per claims made
Professional Liability Insurance	\$1,000,000 per claims made \$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence
<b>H. REQUIRED COVERAGE FORMS</b>	
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.	
<b>I. REQUIRED ENDORSEMENTS</b>	
1. The Commercial General Liability policy shall contain the following endorsements, which shall accompany the COI:	
a. An Additional Insured endorsement using ISO form CG <del>2010 or CG 2033</del> <u>20 26 04 13</u> or a form at least as broad naming the <u>County of Orange, its elected and appointed officials, officers, agents and employees, and agents</u> as Additional Insureds, <u>or provide blanket coverage, which will state AS REQUIRED BY WRITTEN AGREEMENT.</u>	
b. A primary non-contributing endorsement <u>using ISO form CG 20 01 04 13, or a form at least as broad</u> 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.	
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1 2. The Network Security and Privacy Liability policy shall contain the following  
2 endorsements which shall accompany the COI:

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

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

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

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

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

19 *M.* CONTRACTOR shall notify COUNTY in writing within thirty (30) days of any policy  
20 cancellation and *within* ten (10) days for non-payment of premium and provide a copy of the  
21 cancellation notice to COUNTY. Failure to provide written notice of cancellation ~~may~~ *shall* constitute a  
22 ~~material breach of the Agreement, upon which the~~ *CONTRACTOR's obligation hereunder and ground*  
23 *for* COUNTY ~~may~~ *to* suspend or terminate this Agreement.

24 ~~MN.~~ *If CONTRACTOR's Professional Liability policy is a "claims made" policy, Technology*  
25 *Errors & Omissions and/or Network Security & Privacy Liability are "Claims-Made" policies,*  
26 *CONTRACTOR shall agree to maintain Professional Liability coverage for two (2) years following the*  
27 *completion of the Agreement.*

28 ~~NO.~~ *The Commercial General Liability policy shall contain a "severability of interests" clause*  
29 *also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).*

30 ~~OP.~~ *Insurance certificates should be forwarded to the agency/department address listed on the*  
31 *solicitation.*

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

35 *R.* COUNTY expressly retains the right to require CONTRACTOR to increase or decrease  
36 insurance of any of the above insurance types throughout the term of this Agreement. Any increase or  
37 //

1 decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to  
2 adequately protect COUNTY.

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

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

11 ~~R//U.~~ SUBMISSION OF INSURANCE DOCUMENTS

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

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

16 changes to any of the insurance ~~types~~requirements as set forth in the Coverage Subparagraph ~~G.~~of this  
17 Agreement above.

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

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

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

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

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

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

36 //

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1 **XV. INSPECTIONS AND AUDITS**

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

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

16 C. AUDIT RESPONSE

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

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

30 D. CONTRACTOR shall retain a licensed certified public accountant, who will prepare an annual  
31 Single Audit as required by 31 USC 7501 – 7507, as well as its implementing regulations under  
32 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for  
33 Federal Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within  
34 fourteen (14) calendar days of receipt.

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

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4 **XVI. LICENSES AND LAWS**

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

13 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

37 //

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

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

- 7 1. ARRA of 2009, only to the extent it is deemed to apply,  
8 2. Trafficking Victims Protection Act of 2000.  
9 3. Title 22, CCR, §51009, Confidentiality of Records.  
10 4. California Welfare and Institutions Code, §14100.2, Medicaid Confidentiality.  
11 5. Federal Medicare Cost reimbursement principles and cost reporting standards.  
12 6. State of California-Health and Human Services Agency, Department of Health Care  
13 Services, MHSD, Medi-Cal Billing Manual, October 2013.  
14 7. Orange County Medi-Cal Mental Health Managed Care Plan.  
15 8. Short-Doyle/Medi-Cal Manual for the Rehabilitation Option and Targeted Case  
16 Management.  
17 9. Short-Doyle/Medi-Cal Modifications/Revisions for the Rehabilitation Option and Targeted  
18 Case Management Manual, including DMH Letter 94-14, dated July 7, 1994, DMH Letter No. 95-04,  
19 dated July 27, 1995, DMH Letter 96-03, dated August 13, 1996.  
20 10. WIC, Division 5, Community Mental Health Services.  
21 11. ~~3.~~ WIC, Division 6, Admissions and Judicial Commitments.  
22 12. ~~4.~~ WIC, Division 7, Mental Institutions.  
23 ~~5~~13. HSC, §§1250 et seq., Health Facilities.  
24 ~~6~~14. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.  
25 ~~7.~~ ~~15.~~ CCR, Title 9, Rehabilitative and Developmental Services.  
26 ~~16.~~ ~~8.~~ CCR, Title 17, Public Health.  
27 ~~9.~~ ~~17.~~ CCR, Title 22, Social Security.  
28 ~~10~~18. CFR, Title 42, Public Health.  
29 ~~19.~~ ~~11.~~ CFR, Title 45, Public Welfare.  
30 ~~20.~~ ~~12.~~ USC Title 42, Public Health and Welfare.  
31 ~~13~~21. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.  
32 ~~14~~22. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.  
33 ~~23.~~ ~~15.~~ 42 USC §1857, et seq., Clean Air Act.  
34 ~~24.~~ ~~16.~~ 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.  
35 ~~25.~~ ~~17.~~ 31 USC 7501.70, Federal Single Audit Act of 1984.  
36 ~~18~~26. Policies and procedures set forth in Mental Health Services Act.  
37 ~~27.~~ ~~19.~~ Policies and procedures set forth in DHCS Letters.

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2028. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.  
2129. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,  
Uniform Administrative Requirements, Cost Principles, and Audit Requirements for  
Federal Awards.

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/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.

**XVII. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

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

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**XVIII. MAXIMUM OBLIGATION**

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2 A. The Total Maximum Obligation of COUNTY for services provided in accordance with this  
3 Agreement, and the separate Maximum Obligations ~~for each period under this Agreement~~, are as  
4 specified in the Referenced Contract Provisions of this Agreement, except as allowed for in  
5 Subparagraph B. below.

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

~~**XVII. MINIMUM WAGE LAWS**~~**XIX. MINIMUM WAGE LAWS**

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10  
11 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and  
12 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the  
13 federal or California Minimum Wage to all its employees that directly or indirectly provide services  
14 pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that  
15 all its contractors or other persons providing services pursuant to this Agreement on behalf of  
16 CONTRACTOR also pay their employees no less than the greater of the federal or California Minimum  
17 Wage.

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

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

**XX. NONDISCRIMINATION****A. EMPLOYMENT**

25  
26  
27  
28 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals (as  
29 defined in the "Compliance" paragraph of this Agreement) shall not unlawfully discriminate against any  
30 employee or applicant for employment because of his/her race, religious creed, color, national origin,  
31 ancestry, physical disability, mental disability, medical condition, genetic information, marital status,  
32 sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status.  
33 Additionally, during the term of this Agreement, CONTRACTOR and its Covered Individuals shall  
34 require in its subcontracts that subcontractors shall not unlawfully discriminate against any employee or  
35 applicant for employment because of his/her race, ~~religious~~ creed, color, national origin, ancestry,  
36 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,  
37 gender identity, gender expression, age, sexual orientation, or military and veteran status.

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

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

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

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

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

22           B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not  
23 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities  
24 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental  
25 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender  
26 expression, age, sexual orientation, or military and veteran status -in accordance with Title IX of the  
27 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights  
28 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division  
29 4, Chapter 6, Article 1 (§10800, et seq.) of the ~~California Code of Regulations~~ CCR; and Title II of the  
30 Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq., as applicable, and all  
31 other pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state  
32 law and regulations, as all may now exist or be hereafter amended or changed. For the purpose of this  
33 Nondiscrimination paragraph, ~~Discrimination~~ discrimination includes, but is not limited to the following  
34 based on one or more of the factors identified above:

35           1. Denying a Client or potential Client any service, benefit, or accommodation.

36           2. Providing any service or benefit to a Client which is different or is provided in a different  
37 manner or at a different time from that provided to other Clients.

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1 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by  
2 others receiving any service ~~and~~/or benefit.

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

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

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

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

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

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

20 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as  
21 to the findings regarding the alleged complaint and, if not satisfied with the decision, ~~may file an~~  
22 ~~appeal~~ ~~has the right to request a State Fair Hearing.~~

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

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

35 F. In the event of non-compliance with this ~~Paragraph~~ ~~paragraph~~ or as otherwise provided by  
36 federal and state law, this Agreement may be canceled, terminated or suspended in whole or in part and  
37 //

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1 CONTRACTOR or subcontractor may be declared ineligible for further contracts involving federal,  
2 state or ~~county~~COUNTY funds.

3  
4 **XXI. NOTICES**

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

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

10 2. When faxed, transmission confirmed;

11 3. When sent by Email; or

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

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

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

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

24  
25 **XXII. NOTIFICATION OF DEATH**

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

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

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

36 2. WRITTEN NOTIFICATION

37 //

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

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

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

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

14  
15 **XXIII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

23  
24 **XXIV. PATIENT'S RIGHTS**

25 ~~A. CONTRACTOR shall post the current California Department of Mental Health Patients' Rights~~  
26 ~~poster as well as the Orange County HCA Mental Health Plan Grievance and Appeals poster in~~  
27 ~~locations readily available to Clients and staff and have Grievance and Appeal forms in the threshold~~  
28 ~~languages and envelopes readily accessible to Clients to take without having to request it on the unit.~~

29 ~~B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an~~  
30 ~~internal grievance processes approved by ADMINISTRATOR, to which the beneficiary shall have~~  
31 ~~access.~~

32 ~~1. CONTRACTOR's grievance processes shall incorporate COUNTY's grievance, patients'~~  
33 ~~rights, and/or utilization management guidelines and procedures. The patient has the right to utilize~~  
34 ~~either or both grievance process simultaneously in order to resolve their dissatisfaction.~~

35 ~~2. Title IX Rights Advocacy. This process may be initiated by a Client who registers a~~  
36 ~~statutory rights violation or a denial or abuse complaint with the County Patients' Rights Office. The~~  
37 ~~Patients' Rights office shall investigate the complaint, and Title IX grievance procedures shall apply.~~

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1 which involve ADMINISTRATOR'S Director of Behavioral Health Care and the State Patients' Rights  
2 Office.

3 C. The parties agree that Clients have recourse to initiate an expression of dissatisfaction to  
4 CONTRACTOR, appeal to the County Patients' Rights Office, file a grievance, and file a Title IX  
5 complaint. The Patients' Advocate shall advise and assist the Client, investigate the cause of the  
6 grievance, and attempt to resolve the matter.

7 D. No provision of this Agreement shall be construed as to replacing or conflicting with the duties  
8 of County Patients' Rights Office pursuant to Welfare and Institutions Code Section 5500.

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

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

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

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

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

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

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

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

36 //  
37 //

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

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

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

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

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

- 18 1. The medical records and billing records about individuals maintained by or for a covered  
 19 health care provider;
- 20 2. The enrollment, payment, claims adjudication, and case or medical management record  
 21 systems maintained by or for a health plan; or
- 22 3. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

23 I. CONTRACTOR may retain ~~participant, Client~~client, and/or patient documentation  
 24 electronically in accordance with the terms of this Agreement and common business practices. If  
 25 documentation is retained electronically, upon reasonable notice and during normal business hours,  
 26 CONTRACTOR shall, in the event of an audit or site visit:

- 27 1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit  
 28 or site visit.
- 29 2. Provide auditor or other authorized individuals access to documents via a computer  
 30 terminal.
- 31 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if  
 32 requested.

33 J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and  
 34 security of PII and/or PHI. CONTRACTOR shall ~~notify COUNTY immediately by telephone call plus~~  
 35 ~~email or fax,~~ upon the discovery of a Breach of ~~unsecured PHI privacy~~ and/or ~~security of PII and/or PHI~~  
 36 by CONTRACTOR, notify federal and/or state authorities as required by law or regulation, and copy  
 37 ADMINISTRATOR on such notifications.

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

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

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

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

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

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

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

23  
24 **XXVI. RESEARCH AND PUBLICATION**

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

28  
29 **XXVII. REVENUE**

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

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

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

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

**XXV. 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.

**XXVIII. 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~~ interns, consultants, subcontractors, and members of the Board of Directors or governing body.
5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing body for expenses or services.
6. Making personal loans to CONTRACTOR's staff, volunteers, interns, consultants, subcontractors, and members of the Board of Directors or governing body, or its designee or authorized agent, or making salary advances or giving bonuses to CONTRACTOR's staff.

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1 7. Paying an individual salary or compensation for services at a rate in excess of the current  
2 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary  
3 Schedule may be found at www.opm.gov.

4 8. Severance pay for separating employees.

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

7 10. Supplanting current funding for existing services.

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

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

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

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

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

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

18 ~~6. Purchase of gifts, meals, entertainment, awards, or other personal expenses for~~  
19 ~~CONTRACTOR's Clients.~~

20 ~~7. [REDACTED] 6. Providing inpatient hospital services or purchasing major medical equipment.~~

21 ~~8. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal~~  
22 ~~funds (matching).~~

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

25  
26 **XXIX. STATUS OF CONTRACTOR**

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

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**XXX. TERM**

1  
2 A. The term of this Agreement shall commence as specified in the Referenced Contract Provisions  
3 of this Agreement or the execution date, whichever is later. This Agreement shall terminate as specified  
4 in the Referenced Contract Provisions of this Agreement unless otherwise sooner terminated as provided  
5 in this Agreement: ~~provided, however,~~ CONTRACTOR shall be obligated to perform such duties as  
6 would normally extend beyond this term, including but not limited to, obligations with respect to  
7 confidentiality, indemnification, audits, reporting, and accounting.

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

**XXXI. TERMINATION**

10  
11  
12 A. Either ~~party~~Party may terminate this Agreement, without cause, upon ninety (90) calendar days'  
13 written notice given ~~to~~ the other ~~party~~Party.

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

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

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

- 26 1. The loss by CONTRACTOR of legal capacity.
- 27 2. Cessation of services.
- 28 3. The delegation or assignment of CONTRACTOR's services, operation or administration to  
29 another entity without the prior written consent of COUNTY.
- 30 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty  
31 required pursuant to this Agreement: ~~provided, however, that the Parties may agree to remove an~~  
32 ~~individual physician or licensed person in lieu of termination the Agreement.~~
- 33 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of  
34 this Agreement.
- 35 6. The continued incapacity of any physician or licensed person to perform duties required  
36 pursuant to this Agreement.

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

5 ~~D~~E. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

36 8. To the extent services are terminated, cancel outstanding commitments covering the  
 37 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding

42 of 35

1 commitments which relate to personal services. With respect to these canceled commitments,  
2 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims  
3 arising out of such cancellation of commitment which shall be subject to written approval of  
4 ADMINISTRATOR.

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

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

11 **XXXII. THIRD PARTY BENEFICIARY**

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

16 **XXXIII. WAIVER OF DEFAULT OR BREACH**

17 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any  
18 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this  
19 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any  
20 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this  
21 Agreement.  
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1 IN WITNESS WHEREOF, the ~~parties~~Parties have executed this Agreement, in the County of  
2 Orange, State of California.

3  
4  
5 CHILDREN'S HOSPITAL OF ORANGE COUNTY  
6 DBA CHOC CHILDREN'S

7  
8  
9 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

10  
11  
12 TITLE: \_\_\_\_\_

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15  
16 COUNTY OF ORANGE

17  
18  
19 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

20 HEALTH CARE AGENCY

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

26  
27  
28  
29 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

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

EXHIBIT A  
 AGREEMENT FOR PROVISION OF  
 BEHAVIORAL HEALTH SERVICES FOR CHILDREN AND YOUTH  
 WITH  
 CHILDREN'S HOSPITAL OF ORANGE COUNTY  
 DBA CHOC CHILDREN'S  
 JULY 1, 2016~~2019~~ THROUGH JUNE 30, 2019~~2020~~

**I. COMMON TERMS AND DEFINITIONS**

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

A. 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.

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

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

D. 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.

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

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

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

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

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

J. Full Service Partnership Program (FSP) means a program model described in COUNTY's MHSA plan that has been approved by the state. The MHSA plan describes how COUNTY will utilize MHSA funds to develop and implement treatment plans for mental health Clients through FSPs. A FSP is an evidence-based and strength-based model with the focus on the individual rather than the disease.

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

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

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

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

O. LCSW Pathways to Wellbeing (PWB) subclass means the lawsuit, Katie A. et al. v. Bonta et al., a class action lawsuit filed in Federal District Court concerning the availability of intensive mental health services to children in California who are either in foster care or at imminent risk of coming into care, created this Subclass.

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

~~Q. — P. Licensed~~ Marriage Family Therapist (MFT) means a licensed individual, pursuant to the provisions of Chapter 13 of the California Business and Professions Code, pursuant to the provisions of Chapter 14 of the California Business and Professions Code, who can provide clinical services to Clients. 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.

~~Q. — LPCC~~ Licensed Professional Clinical Counselor (LPCC) means a licensed individual, pursuant to the provisions of Chapter 13 of the California Business and Professions Code, pursuant to the provisions of Chapter 16 of the California Business and Professions Code, who can provide clinical

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

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

8 ~~S.I. Licensed Psychologist~~ means a licensed individual, pursuant to the provisions of Chapter 6.6 of  
9 the California Business and Professions Code, who can provide clinical services to Clients. The license  
10 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 ~~T. LVN U. Licensed Vocational Nurse (LVN)~~ means a licensed individual, pursuant to the  
13 provisions of Chapter 6.5 of the California Business and Professions Code, who can provide clinical  
14 services to Clients. The license must be current and in force, and has not been suspended or revoked.  
15 Also, it is preferred that the individual has at least one (1) year of experience treating children and TAY.

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

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

22 ~~WX. Medical Necessity~~ means Diagnosis, impairment, and intervention related criteria as  
23 defined in the COUNTY's MHP under Medical Necessity for Medi-Cal reimbursed Specialty Mental  
24 Health Services.

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

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

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

4 3. Co-Occurring can refer dual diagnoses of different conditions occurring within the same  
5 individuals. In this case, it refers to clients who have substance use disorders and/or medical conditions  
6 as well as mental health disorders.

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

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

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

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

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

33 8. TCM-Targeted Case Management (TCM) means services that assist a Client to access  
34 needed medical, educational, social, prevocational, vocational, rehabilitative, or other community  
35 services. These service activities may include, but are not limited to: communicating and coordinating  
36 services through referral; monitoring service delivery to ensure Clients' access to service and the service  
37 delivery system; and tracking of Clients' progress and plan development.

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

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

13 ~~Y-Z.~~ Mental Health Services Act (MHSA) means the State of California law that provides  
14 funding for expanded community Mental Health Services. It is also known as “Proposition 63.”

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

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

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

28 ~~AC-NOA AAD.~~ Notice of Adverse Benefit Determination-BD (NOA-BD) means a Medi-Cal  
29 requirement that informs the beneficiary that she/he is not entitled to any specialty mental health service.  
30 The COUNTY has expanded the requirement for an NOA-~~ABD~~ to all beneficiaries requesting an  
31 Assessment for services and found not to meet the Medical Necessity criteria for specialty Mental  
32 Health Services.

33 ~~AE.~~ ~~AD.~~ NPP Notice of Privacy Practices (NPP) means a document that notifies Clients of  
34 uses and disclosures of PHI. The NPP may be made by, or on behalf of, the health plan or health care  
35 provider as set forth in the of 1996 HIPAA.

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

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1 ~~AFAG~~. Outreach means linking potential Clients to appropriate Mental Health Services within the  
2 community. Outreach activities will include educating the community about the services offered and  
3 requirements for participation in the various mental health programs within the community. Such  
4 activities may result in the CONTRACTOR developing Referral sources for Clients from programs  
5 being offered within the community.

6 ~~AG. PBM/~~

7 ~~AH. Pharmacy Benefit Management (PBM) Company~~ means a company contracted by the  
8 COUNTY that manages the medication benefits for Clients that are qualified for medication benefits.

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

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

16 ~~AJAK. Program Director~~ means an individual who is responsible for all aspects of administration and  
17 clinical operations of the mental health program, including development and adherence to the annual  
18 budget. This individual will also be responsible for the following: hiring, development and  
19 performance management of professional and support staff, and ensuring mental health treatment  
20 services are provided in concert with COUNTY and state rules and regulations.

21 ~~AK. PHIAL. Protected Health Information (PHI)~~ means individually identifiable health information  
22 usually transmitted through electronic media. PHI can be maintained in any medium as defined in the  
23 regulations, or for an entity such as a health plan, transmitted or maintained in any other medium. It is  
24 created or received by a covered entity and is related to the past, present, or future physical or mental  
25 health or condition of an individual, provision of health care to an individual, or the past, present, or  
26 future payment for health care provided to an individual.

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

30 ~~AM. AN. Psychology Fellow~~ means an individual who has earned their Ph.D. or Psy.D. and  
31 are accruing supervised clinical hours towards Licensure as a Psychologist. . .

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

36 ~~AN. QICAP. Quality Improvement and Compliance (QIC)~~ means a committee that meets quarterly  
37 to review one percent (1%) of all "high-risk" Medi-Cal Clients in order to monitor and evaluate the

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1 quality and appropriateness of services provided. At a minimum, the committee is comprised of one (1)  
2 ADMINISTRATOR, one (1) clinician, and one (1) physician who are not involved in the clinical care of  
3 the cases.

4 ~~AO.~~ RCL/AO. Rate Classification Level Group Home (RCL) means a Group Home reviewed by  
5 the State Department of Social Services, Foster Care Rates Bureau, ~~that~~ which meets the requirements  
6 for a RCL of 1 to 14, to provide eligible minors room and board and supervision.

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

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

14 ARAT. Short-Term Residential Therapeutic Program (STRTP) means a residential facility operated by a  
15 public agency or private organization and licensed by the California Department of Social Services pursuant  
16 to Section 1562.01 that provides an integrated program of specialized and intensive care and supervision,  
17 services and supports, treatment, and short-term 24-hour care and supervision to children with the aim of  
18 moving the youth to a less restrictive environment within six months. The care and supervision provided by  
19 a short-term residential therapeutic program shall be nonmedical, except as otherwise permitted by law.  
20 Private short-term residential therapeutic programs shall be organized and operated on a nonprofit basis.

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

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

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

34 ~~AX.~~ Uniform Method of Determining Ability to Pay (UMDAP) ~~AU.~~ UMDAP means the method  
35 used for determining the annual Client liability for mental health services received from the COUNTY's  
36 mental health system and is set by the State of California.

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1 ~~AVAY~~. Wraparound Orange County means the wraparound program administered by COUNTY's SSA  
2 and is available to children and TAY who are returning from or being considered for placement in group  
3 homes.

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**II. BUDGET**

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</u> <u>ONE</u>	<u>PERIOD</u> <u>TWO</u>	<u>PERIOD</u> <u>THREE</u>	<u>TOTAL</u>
<b>ADMINISTRATIVE COST</b>				
Indirect Costs	\$ 129,184	\$ 129,184	\$ 129,184	\$ 387,552
<b>SUBTOTAL</b>				
<b>ADMINISTRATIVE COST</b>	\$ 129,184	\$ 129,184	\$ 129,184	\$ 387,552
<b>PROGRAM COST</b>				
Salaries	\$1,028,456	\$1,028,456	\$1,028,456	\$3,085,368
Benefits	287,968	287,968	287,968	863,904
Services and Supplies	121,366	121,366	121,366	364,098
Subcontractor	9,600	9,600	9,600	28,800
<b>SUBTOTAL</b>				
<b>PROGRAM COST</b>	\$1,447,390	\$1,447,390	\$1,447,390	\$4,342,170
<b>TOTAL GROSS COST</b>	\$1,576,574	\$1,576,574	\$1,576,574	\$4,729,722
<b>REVENUE</b>				
MHSA	\$ 976,574	\$ 976,574	\$ 976,574	\$2,929,722
Federal Medi-Cal	600,000	600,000	600,000	1,800,000
<b>TOTAL REVENUE</b>	\$1,576,574	\$1,576,574	\$1,576,574	\$4,729,722
<b>MAXIMUM OBLIGATION</b>	\$1,576,574	\$1,576,574	\$1,576,574	\$4,729,722

<u>ADMINISTRATIVE</u>	<u>TOTAL</u>
Indirect	\$ 128,848
<b>SUBTOTAL ADMINISTRATIVE COST</b>	<b>\$ 128,848</b>
<b>PROGRAM</b>	
Salaries	\$1,059,628
Benefits	226,831
Services and Supplies	161,267
<b>SUBTOTAL PROGRAM COST</b>	<b>\$1,447,726</b>

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1	TOTAL GROSS COST	\$1,576,574
2		
3	REVENUE	
4	Federal Medi-Cal	\$ 600,000
5	MHSA	976,574
6	TOTAL REVENUE	\$1,576,574
7		
8	TOTAL MAXIMUM OBLIGATION	\$1,576,574

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

~~C. The total cost of services provided for in the Agreement are based upon projected revenue generation and shall be reimbursed by federal Medi-Cal and state COUNTY MHSA revenues. CONTRACTOR agrees that if actual federal Medi-Cal reimbursement, based upon the completed Cost Report, as specified in the Cost Report Paragraph of the Agreement, for each Fiscal Year is less than budgeted, the Maximum Obligation may, at ADMINISTRATOR's sole discretion, be adjusted down by the amount of under generated federal Medi-Cal and/or State revenue revenue. CONTRACTOR further agrees that MHSA revenue shall be used to cover the cost of non-Medi-Cal Clients and/or non-Medi-Cal billable services and shall not exceed the amounts specified in the Budget Paragraph of this Exhibit A to the Agreement, unless authorized, in writing, by ADMINISTRATOR.~~

~~D. In the event CONTRACTOR collects fees and insurance, including Medicare, for services provided pursuant to the Agreement, CONTRACTOR may make written application to ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the fees and insurance shall be utilized exclusively to provide Mental Health Services. ADMINISTRATOR may, at its sole discretion, approve any such retention of revenues. Approval by ADMINISTRATOR shall be in writing to CONTRACTOR and shall specify the amount of said revenues to be retained and the quantity of services to be provided by CONTRACTOR.~~

~~E. BUDGET/STAFFING MODIFICATIONS - CONTRACTOR may request to shift funds between budgeted line items for the purpose of meeting specific program needs or for providing continuity of care to its 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~~

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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.

**FE.** 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.

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

**III. Payments/PAYMENTS**

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount/amounts of \$131,381 per month, as specified in the Referenced Contract Provisions of the Agreement. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments does not exceed COUNTY’s Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement and, provided further, CONTRACTOR’s costs are reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

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

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

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

B. CONTRACTOR’s invoices shall be on a form approved or supplied by ADMINISTRATOR and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) day of each month. Invoices received after the due date may not be paid within the same month.

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1 Payments to CONTRACTOR should be released by COUNTY no later than ~~twenty one (21)~~ **thirty (30)**  
2 calendar days after receipt of the correctly completed invoice.

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

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

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

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

13  
14 **IV. REPORTS**

15 **A. FISCAL**

16 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to  
17 ADMINISTRATOR. These reports shall be on a form acceptable to, or provided by,  
18 ADMINISTRATOR and shall report actual costs and revenues for CONTRACTOR's program described  
19 in the Services Paragraph of this Exhibit A to the Agreement. Any changes, modifications, or  
20 deviations to any approved budget line item must be approved in advance and in writing by  
21 ADMINISTRATOR and annotated on the monthly Expenditure and Revenue Report, or said cost  
22 deviations may be subject to disallowance. Such reports shall be received by ADMINISTRATOR no  
23 later than twenty (20) calendar days following the end of the month being reported.

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

31 B. STAFFING REPORT - CONTRACTOR shall submit monthly Staffing Reports to  
32 ADMINISTRATOR. CONTRACTOR's reports shall contain required information, and be on a form  
33 acceptable to, or provided by ADMINISTRATOR. CONTRACTOR shall submit these reports no later  
34 than twenty (20) calendar days following the end of the month being reported.

35 C. PROGRAMMATIC - CONTRACTOR shall submit monthly Programmatic reports to  
36 ADMINISTRATOR. These reports shall be in a format approved by ADMINISTRATOR and shall  
37 include but not limited to, descriptions of any performance objectives, outcomes, and or interim findings

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1 as directed by ADMINISTRATOR. CONTRACTOR shall be prepared to present and discuss the  
2 programmatic reports at the monthly meetings with ADMINISTRATOR, to include whether or not  
3 CONTRACTOR is progressing satisfactorily and if not, specify what steps are being taken to achieve  
4 satisfactory progress. Such reports shall be received by ADMINISTRATOR no later than twentieth  
5 (20th) calendar day following the end of the month being reported.

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

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

12  
13 **V. SERVICES**

14 **A. FACILITIES**

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

19  
20 1120 West La Veta Ave., #470  
21 ~~Orange, CA 92868~~  
22 ~~Orange, CA 92868~~  
23

24 2. CONTRACTOR shall maintain regularly scheduled service hours Monday through Friday  
25 9:00 a.m. to 6:00 p.m. throughout the year and maintain the capability to provide services in the evening  
26 hours and on weekends in order to accommodate Clients unable to participate during regular business  
27 hours.

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

31 b. CONTRACTOR shall develop with each Client and/or Client’s family a plan for Crisis  
32 Intervention services which includes whom to contact for emergency services.

33 3. Upon ADMINISTRATOR’s certification of the provider's existing site(s), the  
34 CONTRACTOR shall be responsible for making any necessary changes to meet and maintain Medi-Cal  
35 site standards.

36 **B. BEHAVIORAL HEALTH OUTPATIENT SERVICES**

37 1. CONTRACTOR shall coordinate with ADMINISTRATOR and provide behavioral health

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1 services to children and youth with co-occurring behavioral health and physical health issues in a  
 2 medical setting. Early identification and intervention has been shown to enhance the overall recovery  
 3 process. Family involvement is an essential component. Emphasis will be placed on those clients  
 4 where behavioral health issues may be interfering with engagement in medical treatment. Services shall  
 5 be provided at a level and frequency and duration that is consistent with each Client's level of  
 6 dysfunction and treatment goals, and consistent with individualized, solution-focused, evidenced-based  
 7 practices. The population to whom services are to be provided shall include, but may not be limited to:  
 8 a. Children and youth with co-occurring medical diagnoses served in the  
 9 CONTRACTOR'S Specialty clinics including but not limited to neurology, endocrinology,  
 10 gastroenterology, cardiology, oncology, ~~metabolies~~metabolic, urology, pulmonology, and orthopedics.  
 11 b. Children and youth with co-occurring medical diagnoses who are transitioning to home  
 12 and adjusting to their physical health issues in the community.  
 13 c. Children and youth with co-occurring medical diagnoses who are at risk of psychiatric  
 14 hospitalization or other out of home placement because of their behavioral health issues.  
 15 d. Children with co-occurring medical diagnosis who are having difficulty in school and  
 16 are at risk of being placed in special education or other restrictive programs.  
 17 e. Parents, caregivers and family members of children with co-occurring medical  
 18 conditions who require mental health support as a result of a child's co-occurring conditions.  
 19 f. CONTRACTOR's program shall be in compliance with all federal, state and COUNTY  
 20 laws, rules, guidelines and regulations.  
 21 2. CONTRACTOR shall collect and input all data about characteristics and progress of the  
 22 Clients into a Data Collection System or other database as mandated by the state and/or  
 23 ADMINISTRATOR.  
 24 3. CONTRACTOR shall confer with ADMINISTRATOR prior to recommending a Client for  
 25 discharge. Planning for discharge or transition to an appropriate alternative service shall be initiated at  
 26 Admission to behavioral health services and be incorporated into the service plan.  
 27 4. CONTRACTOR shall develop and maintain an advisory committee for their services,  
 28 which shall meet periodically to review and comment on the progress of the program. Clients, former  
 29 Clients, and/or their family members shall be represented on the committee, as well as relevant  
 30 community representatives mutually agreed upon by ADMINISTRATOR and CONTRACTOR.  
 31 5. CONTRACTOR shall participate in any clinical case review and implement any  
 32 recommendations made by ADMINISTRATOR to improve Client care.  
 33 6. CONTRACTOR shall conduct thirty (30)-day review of open cases, or previously opened  
 34 with another provider. CONTRACTOR shall ensure that all chart documentation complies with all  
 35 federal, state, and COUNTY guidelines and standards.  
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1 7. CONTRACTOR shall ensure that all clinical documentation is completed promptly and is  
2 reflected on the Client's chart within twenty-four (24) hours after the completion of services maintained  
3 by CONTRACTOR.

4 C. CONTRACTOR RESPONSIBILITIES

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

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

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

12 4. CONTRACTOR shall regularly review their charting, IRIS data input, and invoice systems  
13 to ensure compliance with COUNTY and State P&Ps and establish mechanisms to prevent inaccurate  
14 claim submissions.

15 D. PERFORMANCE OUTCOMES

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

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

21 E. TOKENS - ADMINISTRATOR shall provide CONTRACTOR the necessary number of  
22 Tokens for appropriate individual staff to access IRIS at no cost to the CONTRACTOR.

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

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

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

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

- 31 a. Token of each staff member who no longer supports the Agreement;
- 32 b. Token of each staff member who no longer requires access to IRIS;
- 33 c. Token of each staff member who leaves employment of CONTRACTOR; or
- 34 d. Token is malfunctioning;
- 35 e. Termination of the Agreement.

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

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

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

6 F. CONTRACTOR shall obtain a NPI.

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

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

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

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

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

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

- 31 1. Designate the responsible position(s) in your organization for managing the funds allocated  
32 to the program;
- 33 2. Maximize the use of the allocated funds;
- 34 3. Ensure timely and accurate reporting of monthly expenditures;
- 35 4. Maintain appropriate staffing levels;
- 36 5. Request budget and/or staffing modifications to the Agreement;
- 37 6. Effectively communicate and monitor the program for its success;

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- 1 7. Track and report expenditures electronically;
- 2 8. Maintain electronic and telephone communication between CONTRACTOR and
- 3 ADMINISTRATOR; and
- 4 9. Act quickly to identify and solve problems.
- 5 K. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional
- 6 welfare of Clients, including but not limited to serious physical harm to self or others, serious
- 7 destruction of property, developments, etc., and which may raise liability issues with COUNTY.
- 8 CONTRACTOR shall notify COUNTY within twenty-four (24) hours of any such serious adverse
- 9 incident.
- 10 L. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues
- 11 that adversely affect the quality or accessibility of Client-related services provided by, or under contract
- 12 with, the COUNTY as identified in the ADMINISTRATOR's P&Ps.
- 13 M. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the
- 14 Services Paragraph of this Exhibit A to the Agreement.

**VI. STAFFING**

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

<b>PROGRAM</b>	
— Program Director	0.25
— Assistant Program Director	0.50
— Administrative Assistant/Billing	1.50
— Clinical Pharmacist	0.25
— Child Adolescent Psychiatrist	1.00
— Licensed Psychologist	2.00
— Psychology Fellow	2.00
— Senior Social Worker	1.00
— Social Worker	1.00
<b>SUBTOTAL PROGRAM</b>	<b>9.50</b>
— Subcontractor	0.02
<b>TOTAL FTEs</b>	<b>9.52</b>

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<b>PROGRAM</b>	
Program Director	0.15
Assistant Program Director	0.65
Administrative Assistant/Billing	0.75
Front Office Supervisor/Medical Assistant	0.50
Billing Representative	1.80
PS/Medical Assistant	0.75
Quality Assurance Representative	0.50
Child Adolescent Psychiatrist	0.60
Licensed Psychologist	1.93
Psychology Fellow	2.45
Social Worker	2.90
<b>TOTAL FTEs</b>	<b>12.98</b>

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

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

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

E. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR shall maintain documents of such efforts which may include; but not be limited to: records of participation in COUNTY-sponsored or other applicable Training; recruitment and hiring ~~policy and procedures~~ P&Ps; copies of literature in multiple languages and formats, as appropriate; and descriptions

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1 of measures taken to enhance accessibility for, and sensitivity to, individuals who are physically  
2 challenged.

3 F. CONTRACTOR shall develop a policy governing supervision of staff that will be approved by  
4 the ADMINISTRATOR. That policy will address the training needs of all staff and ensure that direct  
5 service staff are trained in: suicide assessment and crisis intervention, developing safety plans,  
6 maintaining healthy boundaries, reporting child abuse, dealing with difficult Clients, and medication,  
7 confidentiality, identification of strengths, promoting life skills, meeting facilitation and such other  
8 topics identified by the ADMINISTRATOR.

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

13 H. CONTRACTOR shall establish clear ~~policy and procedures~~P&Ps pertaining to staff's work  
14 location options (i.e. office vs. field/home) and equipment usage (e.g., cell phones, texting devices, and  
15 computers). The ~~policy and procedures~~P&Ps shall address at the minimum the following:

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

20 I. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of  
21 any staffing vacancies that occur during the term of the Agreement. CONTRACTOR's notification  
22 shall include at a minimum the following information: employee name(s), position title(s), date(s) of  
23 resignation, date(s) of hire, and a description of recruitment activity.

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

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

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

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1 M. WORKLOAD STANDARDS - CONTRACTOR understands and agrees that at any given time  
2 the standards referenced below are minimum standards, and shall make every effort to exceed these  
3 minimums.

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

5 2. CONTRACTOR shall, during the term of the Agreement, provide a minimum of seven  
6 thousand ~~eighty seven~~ hundred ~~ninety seven~~ six (7,896,776) DSH for Client related services, which shall  
7 include mental health, case management, Crisis Intervention, and other support services and is inclusive  
8 of both billable and non-billable services.

9 3. CONTRACTOR shall, at a minimum, provide the following billable DSH per FTE position  
10 title:

11 a. Child and Adolescent ~~Psychiatrist~~ Psychiatrists (as a group) shall provide ~~fifty two~~  
12 ~~(52)~~ twenty five (25) DSH per FTE per month or ~~six three~~ hundred ~~twenty four~~ ~~(624)~~ (300) DSH per year.

13 b. Licensed ~~Psychologist~~ Psychologists (as a group) shall provide one hundred ~~four~~  
14 ~~(104)~~ eighty seven (187) DSH per FTE per month or ~~one two~~ thousand two hundred forty ~~eight~~ ~~(1,248)~~  
15 (2,244) DSH per year.

16 c. Psychology Fellows (as a group) shall provide ~~sixty nine (69)~~ DSH per FTE per month  
17 ~~or eight one~~ hundred ~~twenty eight~~ ~~(828)~~ DSH per year.

18 ~~fifty seven (157)~~ d. ~~Clinical Social Worker~~ shall provide ~~one hundred (100)~~ DSH per month or  
19 one thousand ~~eight hundred eighty seven (1,887)~~ DSH per year.

20 ~~d. Social Worker (as a group)~~ shall provide two hundred ~~(1,200)~~ seventy nine (279) DSH  
21 per month or three thousand three hundred forty eight (3,348) DSH per year.

22 e. CONTRACTOR understands and agrees that this is a minimum standard and shall  
23 make every effort to exceed this minimum.

24 4. CONTRACTOR shall provide Face-to-Face Contact within three (3) business days of  
25 Client's Referral for services.

26 5. CONTRACTOR shall not refuse Client referrals if any of CONTRACTOR's staff are  
27 below workload standards, as defined in the Staffing Paragraph, ~~Subparagraph K~~, of this Exhibit A to  
28 the Agreement, unless otherwise approved by ADMINISTRATOR.

29 N. STUDENT INTERNS

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

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

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

36 2. CONTRACTOR shall provide a minimum of two (2) hours per week supervision to each  
37 Student Intern providing Mental Health Services and one (1) hour of supervision for each ten (10) hours

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1 of treatment for Student Interns providing substance abuse services. CONTRACTOR shall provide  
2 supervision to volunteers as specified in the respective job descriptions or work contracts.

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

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1 EXHIBIT B  
 2 AGREEMENT FOR PROVISION OF  
 3 BEHAVIORAL HEALTH SERVICES FOR CHILDREN AND YOUTH  
 4 WITH  
 5 CHILDREN'S HOSPITAL OF ORANGE COUNTY  
 6 DBA CHOC CHILDREN'S  
 7 JULY 1, 2016 2019 THROUGH JUNE 30, 2019 2020

8  
 9 **I. BUSINESS ASSOCIATE CONTRACT**

10 A. GENERAL PROVISIONS AND RECITALS

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

16 2. The parties agree that a business associate relationship under HIPAA, the HITECH Act,  
 17 and the HIPAA regulations between the CONTRACTOR and COUNTY arises ~~if and only~~ to the extent  
 18 that CONTRACTOR performs, or delegates to subcontractors to perform, functions or activities on  
 19 behalf of COUNTY pursuant to, and as set forth in, the Agreement that ~~are described in the definition of~~  
 20 ~~"Business Associate" in 45 CFR § 160.103~~ meet the statutory definition of "Business Associate" in 45  
 21 CFR § 160.103. It is further understood and agreed to that in the absence of a Business Associate  
 22 relationship as defined by HIPAA, between CONTRACTOR and COUNTY, any and all terms  
 23 contained within Exhibit B and Exhibit C shall have no legal force or binding effect. Irrespective of  
 24 Exhibit B and Exhibit C's applicability, CONTRACTOR and COUNTY shall maintain appropriate  
 25 safeguards to protect their Protected Health Information in full compliance with all applicable State and  
 26 Federal privacy laws, including but not limited to HIPAA and the HITECH Act, as is required of both  
 27 parties in their roles as Covered Entities.

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

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

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

4 6. The parties understand that the HIPAA Privacy and Security rules, as defined below in  
5 Subparagraphs B.9 and B.14, apply to the CONTRACTOR in the same manner as they apply to the  
6 covered entity (COUNTY). CONTRACTOR agrees therefore to be in compliance at all times with the  
7 terms of this Business Associate Contract, as it exists now or be hereafter updated with notice to  
8 CONTRACTOR, and the applicable standards, implementation specifications, and requirements of the  
9 Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and  
10 electronic PHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

#### 11 B. DEFINITIONS

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

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

##### 18 a. Breach excludes:

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

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

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

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

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

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

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

- 1 4) The extent to which the risk to the PHI has been mitigated.
- 2 3. "Data Aggregation" shall have the meaning given to such term under the HIPAA Privacy
- 3 Rule in 45 CFR § 164.501.
- 4 4. "DRS" shall have the meaning given to such term under the HIPAA Privacy Rule in
- 5 45 CFR § 164.501.
- 6 5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in
- 7 45 CFR § 160.103.
- 8 6. "Health Care Operations" shall have the meaning given to such term under the HIPAA
- 9 Privacy Rule in 45 CFR § 164.501.
- 10 7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in
- 11 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance
- 12 with 45 CFR § 164.502(g).
- 13 8. "Physical Safeguards" are physical measures, policies, and procedures to protect
- 14 CONTRACTOR's electronic information systems and related buildings and equipment, from natural
- 15 and environmental hazards, and unauthorized intrusion.
- 16 9. "The HIPAA Privacy Rule" shall mean the Standards for Privacy of Individually
- 17 Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- 18 10. "PHI" shall have the meaning given to such term under the HIPAA regulations in
- 19 45 CFR § 160.103.
- 20 11. "Required by Law" shall have the meaning given to such term under the HIPAA Privacy
- 21 Rule in 45 CFR § 164.103.
- 22 12. "Secretary" shall mean the Secretary of the Department of ~~Health and Human Services~~ **HHS**
- 23 or his or her designee.
- 24 13. "Security Incident" means attempted or successful unauthorized access, use, disclosure,
- 25 modification, or destruction of information or interference with system operations in an information
- 26 system. "Security incident" does not include trivial incidents that occur on a daily basis, such as scans,
- 27 "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by
- 28 CONTRACTOR.
- 29 14. "The HIPAA Security Rule" shall mean the Security Standards for the Protection of
- 30 ~~electronic PHI~~ **PHI** at 45 CFR Part 160, Part 162, and Part 164, Subparts A and C.
- 31 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in
- 32 45 CFR § 160.103.
- 33 16. "Technical safeguards" means the technology and the ~~policy and procedures~~ **P&Ps** for its
- 34 use that protect electronic PHI and control access to it.
- 35 17. "Unsecured PHI" or "PHI that is unsecured" means PHI that is not rendered unusable,
- 36 unreadable, or indecipherable to unauthorized individuals through the use of a technology or
- 37 //

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1 methodology specified by the Secretary of ~~Health and Human Services~~HHS in the guidance issued on  
2 the HHS Web site.

3 18. "Use" shall have the meaning given to such term under the HIPAA regulations in  
4 45 CFR § 160.103.

5 C. OBLIGATIONS AND ACTIVITIES OF CONTRACTOR AS BUSINESS ASSOCIATE.

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

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

13 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of  
14 45 CFR Part 164 with respect to ~~electronic PHI~~PHI COUNTY discloses to CONTRACTOR or  
15 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.

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

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

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

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

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

35 9. ~~contractor~~CONTRACTOR agrees to make internal practices, books, and records, including  
36 ~~policy and procedures~~P&Ps, relating to the use and disclosure of PHI received from, or created or  
37 received by CONTRACTOR on behalf of, COUNTY available to COUNTY and the Secretary in a time

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1 and manner as determined by COUNTY or as designated by the Secretary for purposes of the Secretary  
2 determining COUNTY's compliance with the HIPAA Privacy Rule.

3 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to  
4 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,  
5 and to make information related to such Disclosures available as would be required for COUNTY to  
6 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with  
7 45 CFR § 164.528.

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

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

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

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

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

34 16. The Parties acknowledge that federal and state laws relating to electronic data security and  
35 privacy are rapidly evolving and that amendment of this Business Associate Contract may be required to  
36 provide for procedures to ensure compliance with such developments. The Parties specifically agree to  
37 take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH

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1 Act, the HIPAA regulations and other applicable laws relating to the security or privacy of PHI. Upon  
2 COUNTY's request, CONTRACTOR agrees to promptly enter into negotiations with COUNTY  
3 concerning an amendment to this Business Associate Contract embodying written assurances consistent  
4 with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other  
5 applicable laws. COUNTY may terminate the Agreement upon thirty (30) days written notice in the  
6 event:

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

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

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

15 D. SECURITY RULE

16 1. CONTRACTOR shall comply with the requirements of 45 CFR § 164.306 and establish  
17 and maintain appropriate Administrative, Physical and Technical Safeguards in accordance with  
18 45 CFR § 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to  
19 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.  
20 CONTRACTOR shall develop and maintain a written information privacy and security program that  
21 includes Administrative, Physical, and Technical Safeguards appropriate to the size and complexity of  
22 CONTRACTOR's operations and the nature and scope of its activities.

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

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

32 a. Complying with all of the data system security precautions listed under Subparagraph  
33 E. below;

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

36 c. Providing a level and scope of security that is at least comparable to the level and scope  
37 of security established by the OMB in OMB Circular No. A-130, Appendix III - Security of Federal

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Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies;

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

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

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

E. DATA SECURITY REQUIREMENTS

1. Personal Controls

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

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

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

d. Background Check. Before a member of the workforce may access PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and

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1 operational security controls. ~~The~~ CONTRACTOR shall retain each workforce member's background  
2 check documentation for a period of three (3) years.

3 2. Technical Security Controls

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

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

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

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

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

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

35 g. User IDs and Password Controls. All users must be issued a unique user name for  
36 accessing PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,  
37 or transmits on behalf of COUNTY. Username must be promptly disabled, deleted, or the password

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1 changed upon the transfer or termination of an employee with knowledge of the password, at maximum  
 2 within twenty-four (24) hours. -Passwords are not to be shared. Passwords must be at least eight  
 3 characters and must be a non-dictionary word. Passwords must not be stored in readable format on the  
 4 computer. Passwords must be changed every ninety (90) days, preferably every sixty (60) days.

5 Passwords must be changed if revealed or compromised. Passwords must be composed of characters  
 6 from at least three (3) of the following four (4) groups from the standard keyboard:

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

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

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

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

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

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

35 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to  
 36 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY

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1 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is  
2 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files  
3 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as  
4 website access, file transfer, and E-Mail.

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

9 3. Audit Controls

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

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

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

23 4. Business Continuity/Disaster Recovery Control

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

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

36 5. Paper Document Controls

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

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

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

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

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

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

28 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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1           2. CONTRACTOR shall provide the notification of the Breach immediately to the COUNTY  
2 Privacy Officer. CONTRACTOR's notification may be oral, but shall be followed by written  
3 notification within twenty four (24) hours of the oral notification.  
4           3. CONTRACTOR's notification shall include, to the extent possible:  
5           a. The identification of each Individual whose Unsecured PHI has been, or is reasonably  
6 believed by CONTRACTOR to have been, accessed, acquired, used, or disclosed during the Breach;  
7           b. Any other information that COUNTY is required to include in the notification to  
8 Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or  
9 promptly thereafter as this information becomes available, even after the regulatory sixty (60) day  
10 period set forth in 45 CFR § 164.410 (b) has elapsed, including:  
11           1) A brief description of what happened, including the date of the Breach and the date  
12 of the discovery of the Breach, if known;  
13           2) A description of the types of Unsecured PHI that were involved in the Breach (such  
14 as whether full name, social security number, date of birth, home address, account number, diagnosis,  
15 disability code, or other types of information were involved);  
16           3) Any steps Individuals should take to protect themselves from potential harm  
17 resulting from the Breach;  
18           4) A brief description of what CONTRACTOR is doing to investigate the Breach, to  
19 mitigate harm to Individuals, and to protect against any future Breaches; and  
20           5) Contact procedures for Individuals to ask questions or learn additional information,  
21 which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.  
22           4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in  
23 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the  
24 COUNTY.  
25           5. In the event that CONTRACTOR is responsible for a Breach of Unsecured PHI in violation  
26 of the HIPAA Privacy Rule, CONTRACTOR shall have the burden of demonstrating that  
27 CONTRACTOR made all notifications to COUNTY consistent with this Subparagraph F and as  
28 required by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or  
29 disclosure of PHI did not constitute a Breach.  
30           6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or  
31 its risk assessment under 45 CFR § 164.402 to demonstrate that a Breach did not occur.  
32           7. CONTRACTOR shall provide to COUNTY all specific and pertinent information about the  
33 Breach, including the information listed in Section E.3.b.(1)-(5) above, if not yet provided, to permit  
34 COUNTY to meet its notification obligations under Subpart D of 45 CFR Part 164 as soon as  
35 practicable, but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of  
36 the Breach to COUNTY pursuant to Subparagraph F.2. above.  
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1 8. CONTRACTOR shall continue to provide all additional pertinent information about the  
2 Breach to COUNTY as it may become available, in reporting increments of five (5) business days after  
3 the last report to COUNTY. CONTRACTOR shall also respond in good faith to any reasonable  
4 requests for further information, or follow-up information after report to COUNTY, when such request  
5 is made by COUNTY.

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

10 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

20 1) The Disclosure is required by law; or

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

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

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

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

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

35 H. PROHIBITED USES AND DISCLOSURES

36 1. CONTRACTOR shall not disclose PHI COUNTY discloses to CONTRACTOR or  
37 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY about an individual to

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1 a health plan for payment or health care operations purposes if the PHI pertains solely to a health care  
2 item or service for which the health care provider involved has been paid out of pocket in full and the  
3 individual requests such restriction, in accordance with 42 USC § 17935(a) and 45 CFR § 164.522(a).

4 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI  
5 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on  
6 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by  
7 42 USC § 17935(d)(2).

8 I. OBLIGATIONS OF COUNTY

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

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

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

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

20 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

34 c. In the event that CONTRACTOR determines that returning or destroying the PHI is not  
35 feasible, CONTRACTOR shall provide to COUNTY notification of the conditions that make return or  
36 destruction infeasible. Upon determination by COUNTY that return or destruction of PHI is infeasible,  
37 CONTRACTOR shall extend the protections of this Business Associate Contract to such PHI and limit

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1 further Uses and Disclosures of such PHI to those purposes that make the return or destruction  
2 infeasible, for as long as CONTRACTOR maintains such PHI.

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

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EXHIBIT C  
AGREEMENT FOR PROVISION OF  
BEHAVIORAL HEALTH SERVICES FOR CHILDREN AND YOUTH  
WITH  
CHILDREN'S HOSPITAL OF ORANGE COUNTY  
DBA CHOC CHILDREN'S

JULY 1, 2016~~2019~~ THROUGH JUNE 30, 2019~~2020~~

~~I. Personal Information Privacy and Security Contract~~ **PERSONAL INFORMATION PRIVACY  
AND SECURITY CONTRACT**

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

A. DEFINITIONS

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

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

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

4. "DHCS PI" shall mean ~~Personal Information~~ **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~~ **IEA** currently in effect between the SSA and DHCS.

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

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

8. "PI" shall have the meaning given to such term in ~~California Civil Code~~ **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

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

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

8 B. TERMS OF AGREEMENT

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

13 2. Responsibilities of CONTRACTOR -~~CONTRACTOR agrees:~~

14 CONTRACTOR agrees:

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

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

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

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

32 2) Providing a level and scope of security that is at least comparable to the level and  
33 scope of security established by the ~~Office of Management and Budget~~ OMB in OMB Circular No. A-  
34 130, Appendix III-Security of Federal Automated Information Systems, which sets forth guidelines for  
35 automated information systems in Federal agencies.

36 3) If the data obtained by CONTRACTOR from COUNTY includes PII,  
37 CONTRACTOR shall also comply with the substantive privacy and security requirements in the

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

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

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

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

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

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

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

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