

1 AGREEMENT FOR PROVISION OF
2 ON-SITE ENGAGEMENT IN COLLABORATIVE COURTS SERVICES
3 BETWEEN
4 COUNTY OF ORANGE
5 AND
6 MARIPOSA WOMEN AND FAMILY CENTER
7 DECEMBER 1, 2017 THROUGH JUNE 30, 2019
8

9 THIS AGREEMENT entered into this 1st day of December, 2017, which date is enumerated for
10 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and
11 MARIPOSA WOMEN AND FAMILY CENTER, a California nonprofit corporation,
12 (CONTRACTOR). The COUNTY and CONTRACTOR may sometimes be referred to herein
13 individually as "Party" or collectively as "Parties." This Agreement shall be administered by the County
14 of Orange Health Care Agency (ADMINISTRATOR).
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16 **W I T N E S S E T H:**
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18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of On-Site
19 Engagement in Collaborative Courts Services described herein to the residents of Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

Term: December 1, 2017 through June 30, 2019

Period One means the period from December 1, 2017 through June 30, 2018

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

Maximum Obligation:

Period One Maximum Obligation: \$130,675

Period Two Maximum Obligation: 224,015

Total Maximum Obligation: \$354,690

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 62-722-6582

CONTRACTOR TAX ID Number: 95-3626580

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: Mariposa Women and Family Center
812 W. Town & Country Road
Orange, California 92868
Attention: Krista Driver, President & CEO
E-mail: kdriver@mariposacenter.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:

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

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

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

II. ALTERATION OF TERMS

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

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

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III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

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

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

2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own Compliance Program, Code of Conduct and any Compliance related policies and procedures. CONTRACTOR's Compliance Program, Code of Conduct and any related policies and procedures shall be verified by ADMINISTRATOR's Compliance Department to ensure they include all required elements by ADMINISTRATOR's Compliance Officer as described in in this Paragraph IV (COMPLIANCE). These elements include:

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

3. If CONTRACTOR does not provide proof of its own Compliance program to ADMINISTRATOR, CONTRACTOR shall acknowledge to comply with ADMINISTRATOR's Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program and Code of Conduct.

4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any Compliance related policies and procedures review by ADMINISTRATOR, then CONTRACTOR shall

1 submit a copy of its compliance Program, code of Conduct and all relevant policies and procedures to
2 ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement.
3 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a
4 reasonable time, which shall not exceed forty five (45) calendar days, and determine if
5 CONTRACTOR's proposed compliance program and code of conduct contain all required elements to
6 the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of
7 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and
8 CONTRACTOR shall revise its compliance program and code of conduct to meet
9 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's
10 Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

11 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the
12 CONTRACTOR's compliance program, code of conduct and any Compliance related policies and
13 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals
14 relative to this Agreement are made aware of CONTRACTOR's compliance program, code of conduct,
15 related policies and procedures and contact information for the ADMINISTRATOR's Compliance
16 Program.

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

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

35 2. An Ineligible Person shall be any individual or entity who:
36 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in
37 federal and state health care programs; or

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

12 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
13 Individuals relative to this Agreement.

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

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

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

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

23 E. Failure to comply with the obligations stated in this Paragraph IV (COMPLIANCE) shall
24 constitute a breach of the Agreement on the part of CONTRACTOR and ground for COUNTY to
25 terminate the Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR
26 shall have thirty (30) calendar days from the date of the written notice of default to cure any defaults
27 grounded on this Paragraph IV (COMPLIANCE) prior to ADMINITRATOR’s right to terminate this
28 Agreement on the basis of such default.

30 **V. CONFIDENTIALITY**

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

34 1. CONTRACTOR acknowledges and agrees that all persons served pursuant to this
35 Agreement are clients of the Orange County Mental Health services system, and therefore it may be
36 necessary for authorized staff of ADMINISTRATOR to audit client files, or to exchange information

37 //

1 regarding specific clients with COUNTY or other providers of related services contracting with
2 COUNTY.

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

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

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

17 18 **VI. COST REPORT**

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

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

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

1 of the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding An
2 individual and/or consolidated Cost Report due COUNTY by CONTRACTOR.

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

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

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

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

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

31 D. If the individual and/or consolidated Cost Report indicates the actual and reimbursable costs of
32 services provided pursuant to this Agreement, less applicable revenues and late penalty, are lower than
33 the aggregate of interim monthly payments to CONTRACTOR, CONTRACTOR shall remit the
34 difference to COUNTY. Such reimbursement shall be made, in cash, or other authorized form of
35 payment, with the submission of the individual and/or consolidated Cost Report. If such reimbursement
36 is not made by CONTRACTOR within thirty (30) calendar days after submission of the individual
37 //

1 and/or consolidated Cost Report, COUNTY may, in addition to any other remedies, reduce any amount
2 owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

7 F. 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 _____"

23
24 **VII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

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

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

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

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

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

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

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

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

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

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

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

35 //

36 //

37 //

VIII. EMPLOYEE ELIGIBILITY VERIFICATION

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

IX. EQUIPMENT

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

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

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

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

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

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

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

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

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

16
17 **X. FACILITIES, PAYMENTS AND SERVICES**

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

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

29
30 **XI. INDEMNIFICATION AND INSURANCE**

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

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

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

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

20 D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,
21 indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an
22 amount in excess of \$50,000 (\$5,000 for automobile liability) shall specifically be approved by the
23 CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If
24 CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any
25 other indemnity provision(s) in this Agreement, agrees to all of the following:

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

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

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

35 E. If CONTRACTOR fails to maintain insurance as required in this Paragraph XI
36 (INDEMNIFICATION AND INSURANCE) for the full term of this Agreement, such failure shall

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1 constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate
2 this Agreement.

3 F. QUALIFIED INSURER

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

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

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

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

34 H. REQUIRED COVERAGE FORMS

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

37 //

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

3 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

13 R. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

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

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

37 //

XII. INSPECTIONS AND AUDITS

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

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

C. AUDIT RESPONSE

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

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

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

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

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XIII. LICENSES AND LAWS

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

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

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

- 1. ARRA of 2009.
- 2. WIC, Division 5, Community Mental Health Services.
- 3. WIC, Division 6, Admissions and Judicial Commitments.
- 4. WIC, Division 7, Mental Institutions.

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

XIV. 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 policies and procedures and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all forms of social media used to either directly or indirectly support the services described within this Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as they pertain to any social media developed in support of the services described within this Agreement. CONTRACTOR shall also include any required funding statement information on social media when required by ADMINISTRATOR.

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

3
4 **XV. MAXIMUM OBLIGATION**

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

8
9 **XVI. MINIMUM WAGE LAWS**

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

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

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

24
25 **XVII. NONDISCRIMINATION**

26 **A. EMPLOYMENT**

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

37 //

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.

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; and Title II of the
30 Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other
31 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and
32 regulations, as all may now exist or be hereafter amended or changed. For the purpose of this
33 Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one
34 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.

1 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by
2 others receiving any service 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 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 Patients' Rights Office at any point in the process. Clients shall be
19 informed of their right to access the 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 appeal.

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

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

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

XVIII. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

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

XIX. NOTIFICATION OF DEATH

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

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

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

2. WRITTEN NOTIFICATION

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

//

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

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

9
10 **XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

18
19 **XXI. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

36 F. CONTRACTOR shall ensure all HIPAA (DRS) requirements are met. HIPAA requires that
37 clients, participants and/or patients be provided the right to access or receive a copy of their DRS and/or

1 request addendum to their records. Title 45 CFR §164.501, defines DRS as a group of records
2 maintained by or for a covered entity that is:

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

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

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

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

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

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

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

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

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

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

27
28 **XXII. RESEARCH AND PUBLICATION**

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

32
33 **XXIII. SEVERABILITY**

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

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

3
4 **XXIV. SPECIAL PROVISIONS**

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

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

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

- 28 1. Funding travel or training (excluding mileage or parking).
- 29 2. Making phone calls outside of the local area unless documented to be directly for the
30 purpose of Participant care.
- 31 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 32 4. Purchase of artwork or other items that are for decorative purposes and do not directly
33 contribute to the quality of services to be provided pursuant to this Agreement.
- 34 5. Purchasing or improving land, including constructing or permanently improving any
35 building or facility, except for tenant improvements.
- 36 6. Providing inpatient hospital services or purchasing major medical equipment.

37 //

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

3 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
4 CONTRACTOR's Participants.

5
6 **XXV. STATUS OF CONTRACTOR**

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

18
19 **XXVI. TERM**

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

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

28
29 **XXVII. TERMINATION**

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

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

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

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

15 D. CONTINGENT FUNDING

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

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

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

- 31 1. Comply with termination instructions provided by ADMINISTRATOR in a manner which
- 32 is consistent with recognized standards of quality care and prudent business practice.
- 33 2. Obtain immediate clarification from ADMINISTRATOR of any unsettled issues of contract
- 34 performance during the remaining contract term.
- 35 3. Until the date of termination, continue to provide the same level of service required by this
- 36 Agreement.

37 //

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

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

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

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

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

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

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

22
23 **XXVIII. THIRD PARTY BENEFICIARY**

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

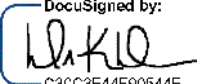
27
28 **XXIX. WAIVER OF DEFAULT OR BREACH**

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

34 //
35 //
36 //
37 //

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

3
4 MARIPOSA WOMEN AND FAMILY CENTER

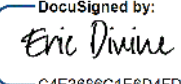
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6 DocuSigned by:
7 BY:  _____ DATED: 9/11/2017
8 C3CC3F44F80544E...

9 TITLE: CEO _____

10
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12
13
14 COUNTY OF ORANGE

15
16
17 BY: _____ DATED: _____
18 HEALTH CARE AGENCY

19
20
21
22
23
24 APPROVED AS TO FORM
25 OFFICE OF THE COUNTY COUNSEL
26 ORANGE COUNTY, CALIFORNIA

27
28 DocuSigned by:
29 BY:  _____ DATED: 9/11/2017
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31 DEPUTY

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

1 EXHIBIT A
 2 TO AGREEMENT FOR PROVISION OF
 3 ON-SITE ENGAGEMENT IN COLLABORATIVE COURTS SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 MARIPOSA WOMEN AND FAMILY CENTER
 8 DECEMBER 1, 2017 THROUGH JUNE 30, 2019

9
10 **I. COMMON TERMS AND DEFINITIONS**

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

13 1. Admission means documentation, by CONTRACTOR, of completion of the entry and
14 Evaluation documents into the ADMINISTRATOR's IRIS or other database as approved by
15 administrator.

16 2. Behavioral Health Education Courses means a curriculum designed to increase knowledge of
17 behavioral health which may include topics such as medication management, goal setting, symptoms
18 management, and development of support networks.

19 3. Case Management means a process of identification, assessment of need, planning,
20 coordination and linkage to available resources. This will include casework activities tailored to achieve
21 the best possible resolution to individual needs in the most effective way possible. This includes
22 supportive assistance to the Participant.

23 4. Clinician means an individual who meets the minimum professional and licensure
24 requirements set forth in Title 9, CCR, Section 625,.

25 5. Collaboration means a process of participation through which groups, agencies, coalitions,
26 and/or task forces work together in a beneficial and well-defined relationship towards the service goals.

27 6. Diagnosis means the definition of the nature of the Participant's disorder. When
28 formulating the Diagnosis of Participant, CONTRACTOR shall use the diagnostic codes as specified in
29 the most current edition of the DSM published by the American Psychiatric Association. DSM
30 diagnoses shall be recorded on all IRIS documents, as appropriate.

31 7. Engagement means the process by which a trusting relationship between worker and
32 Participant(s) is established with the goal to link the individual(s) to the appropriate services.
33 Engagement of Participant(s) is the objective of a successful Outreach.

34 8. Evaluation means systematic collection, analysis, and use of program information for
35 monitoring, improving programs, assessing Outcomes, planning, and policy-making in relation to this
36 Agreement.

37 //

1 9. Family Member means any traditional and/or non-traditional support system, significant
2 other, or natural support designated by the Participant.

3 10. Innovation Projects means programs that are designed as research projects to evaluate the
4 effectiveness of new approaches and practices. Innovation projects emphasize contribution to learning
5 rather than service delivery. Projects are limited to a maximum of five years.

6 11. IRIS refers to a collection of applications and databases that serve the needs of programs
7 within the COUNTY and includes functionality such as registration and scheduling, laboratory
8 information system, billing and reporting capabilities, compliance with regulatory requirements,
9 electronic medical records and other relevant applications.

10 12. Linkage means when an individual is connected to programs or services through warm
11 hand-off or follow-up to ensure connection is made.

12 13. Mental Health Field means a business or service providing mental health Outreach,
13 Assessment or treatment services to mental health Participants, or providing housing, educational,
14 counseling, employment, recreational or social services to mental health Participants.

15 14. Mental Health Services means interventions designed to provide the maximum reduction of
16 mental disability and restoration or maintenance of functioning consistent with the requirements for
17 learning, development and enhanced self-sufficiency. Services shall include:

18 a. Assessment means a service activity, which may include a clinical analysis of the
19 history and current status of a beneficiary's mental, emotional, or behavioral disorder, relevant cultural
20 issues and history, Diagnosis and the use of testing procedures.

21 b. Crisis Intervention means a service, lasting less than twenty-four (24) hours, to or on
22 behalf of a Participant for a condition which requires more timely response than a regularly scheduled
23 visit. Service activities may include, but are not limited to, Assessment, Collateral and Therapy.

24 c. Therapy means a service activity which is a therapeutic intervention that focuses
25 primarily on symptom reduction as a means to improve functional impairments. Therapy may be
26 delivered to an individual or group of beneficiaries which may include family Therapy in which the
27 beneficiary is present.

28 15. MHSA means the law that provides funding for expanded community Mental Health
29 Services. It is also known as "Proposition 63."

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

34 17. NPP means a document that notifies individuals of uses and disclosures of PHI that may be
35 made by or on behalf of the health plan or health care provider as set forth in HIPAA.

36 18. Outcome means measurable change that occurs as a result of a project's overall
37 performance in implementing its services.

1 19. Outreach means activities that are intended to engage and recruit potential participants into
2 program services. This includes attending collaborative courts to engage and recruit court participants
3 and their family members.

4 20. Participant means an individual, referred by ADMINISTRATOR or enrolled in
5 CONTRACTOR’s program for services under this Agreement.

6 21. Paraprofessional means a title given to persons, in various occupational fields, such as
7 education, healthcare, or Mental Health Field under this Agreement, who are trained to assist other
8 clinicians/professional but are not licensed or in the licensing process at a professional level.

9 22. Peer Counselor means an individual or family member who has lived experience with
10 mental illness/co-occurring disorders and recovery.

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

16 24. PII means any information that could be readily used to identify a specific person, including
17 but not limited to: name, address, telephone number, email address, driver’s license number, Social
18 Security number, bank account information, credit card information, or any combination of data that
19 could be used to identify a specific person, such as a birth date, zip code, mother’s maiden name and
20 gender.

21 25. Pre-test means administering an assessment tool prior to services to identify a baseline
22 measure.

23 26. Post-test means administering an assessment tool throughout or after services to identify
24 outcomes.

25 27. Program Promotion means presentations that are intended to educate agencies, courts,
26 providers, and other organizations about program services.

27 28. Referral means providing community and behavioral health resources to a Participant for
28 the purpose of supporting their needs.

29 29. Unduplicated Participant means an individual who is counted only once, despite how many
30 services the individual is enrolled during the term of the Agreement.

31 30. Units of Service mean the number and/or type of activities the CONTRACTOR will fulfill
32 during the term of the Agreement.

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

35 //
36 //
37 //

II. BUDGET

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

	PERIOD <u>ONE</u>	PERIOD <u>TWO</u>	<u>TOTAL</u>
ADMINISTRATIVE COST			
Salaries	\$ 1,820	\$ 3,120	\$ 4,940
Benefits	237	406	643
Services and Supplies	951	1,630	2,581
Indirect	<u>14,027</u>	<u>24,047</u>	<u>38,074</u>
TOTAL ADMINISRATIVE COST	\$ 17,035	\$ 29,203	\$ 46,238
PROGRAM COST			
Salaries	\$ 76,440	\$131,040	\$207,480
Benefits	9,937	17,035	26,972
Services and Supplies	24,793	42,502	67,295
Flexible Funds	<u>2,470</u>	<u>4,235</u>	<u>6,705</u>
SUBTOTAL PROGRAM COST	\$113,640	\$194,812	\$308,452
TOTAL GROSS COST	\$130,675	\$224,015	\$354,690
REVENUE			
MHSA Discretionary	<u>\$130,675</u>	<u>\$224,015</u>	<u>\$354,690</u>
TOTAL REVENUE	\$130,675	\$224,015	\$354,690
TOTAL MAXIMUM OBLIGATION	\$130,675	\$224,015	\$354,690

B. FLEXIBLE FUNDS

1. CONTRACTOR shall develop a P&P, or revise the existing P&P regarding Flexible Funds and submit to ADMINISTRATOR no later than twenty (20) calendar days from the start of the Agreement. ADMINISTRATOR and CONTRACTOR shall finalize and approve the P&P, in writing, no later than thirty (30) days from the start of the Agreement. If the Flexible Funds P&P has not been approved after thirty (30) days from the start of the Agreement, any subsequent Flexible Funds expenditures may be disallowed by ADMINISTRATOR.

1 2. CONTRACTOR shall ensure that utilization of Flexible Funds is individualized and
2 appropriate for the Client’s goals and overall quality of life.

3 3. CONTRACTOR shall report the utilization of their Flexible Funds monthly on a form
4 approved by ADMINISTRATOR. The Flexible Funds report shall be submitted with
5 CONTRACTOR’s monthly Expenditure and Revenue Report.

6 4. CONTRACTOR shall ensure that all staff is trained and has a clear understanding of the
7 approved Flexible Funds P&P. CONTRACTOR will provide signature confirmation of the Flexible
8 Funds P&P training for each staff member that utilizes these Flexible Funds for a Client.

9 5. CONTRACTOR shall ensure the Flexible Funds P&P will include, but not be limited to,
10 the following:

11 a. Purpose for which Flexible Funds are to be utilized. This shall include a description of
12 what type of expenditures are appropriate, reasonable, justified and that the expenditure of Flexible
13 Funds shall be individualized according to Client’s needs. Include a sample listing of certain
14 expenditures that are allowable, unallowable, or require discussion with ADMINSTRATOR;

15 b. Identification of specific CONTRACTOR staff designated to authorize Flexible Funds
16 expenditures and the mechanism used to ensure this staff has timely access to Flexible Funds. This may
17 include procedures for check requests/petty cash, or other methods of access to these funds;

18 c. Identification of the process for documenting and accounting for all Flexible Funds
19 expenditures, which shall include, but not be limited to, retention of comprehensible source
20 documentation such as receipts, copy of Client’s lease/rental agreements, general ledgers needs
21 documented in Client’s treatment plan;

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

27 e. Statement indicating that no single Flexible Funds expenditure, in excess of \$250, shall
28 be made without prior written approval of ADMINISTRATOR. In emergency situations,
29 CONTRACTOR may exceed the \$250 limit, if appropriate and justified, and shall notify
30 ADMINISTRATOR the next business day of such an expense. Said notification shall include total costs
31 and a justification for the expense. Failure to notify ADMINISTRATOR within the specified timeframe
32 may result in disallowance of the expenditure;

33 f. Statement that pre-purchases shall only be for food, transportation, clothing and motels,
34 as required and appropriate;

35 g. Statement indicating that pre-purchases of food, transportation and clothing vouchers
36 and/or gift cards shall be limited to a combined, \$5,000 supply on-hand at any given time and that all
37 voucher and/or gift card purchases and disbursement shall be tracked and logged by designated

1 CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to less than
2 twenty-five (\$25) each, unless otherwise approved in advance by ADMINISTRATOR in writing;

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

6 i. Statement indicating that Flexible Funds are not to be used for housing for Clients that
7 have not been enrolled in CONTRACTOR's program, unless approved, in advance and in writing, by
8 ADMINISTRATOR;

9 j. Statement indicating that Flexible Funds shall not be given in the form of cash to any
10 Clients either enrolled or in the outreach and engagement phase of the CONTRACTOR's program; and

11 k. Identification of procedure to ensure secured storage and documented disbursement of
12 gift cards and vouchers for Clients, including end of year process accounting for gift cards still in staff
13 possession.

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

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

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

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III. PAYMENTS

A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$18,668 per month for Period One, and Period Two. 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; provided, however, the total of such payments does not exceed COUNTY's Maximum Obligation as stated in the Referenced Contract Provisions of the Agreement and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, state, and/or federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

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

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

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

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

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

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

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

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

6
7 **IV. REPORTS**

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

10 **B. FISCAL**

11 1. Expenditure and Revenue Report – CONTRACTOR shall submit monthly Expenditure and
12 Revenue Reports to ADMINISTRATOR. These reports will be on a form provided by
13 ADMINISTRATOR and will report year-to-date actual costs and revenues (if applicable) for
14 CONTRACTOR’s program described in the Services Paragraph of this Exhibit A to the Agreement
15 Such reports will also include actual productivity as defined by ADMINISTRATOR.

16 2. Year-End Projections – In conjunction with the Expenditure and Revenue Report,
17 CONTRACTOR shall provide monthly year-end projections that shall include year-to-date actual costs
18 and revenues (if applicable) and anticipated year-end actual costs and revenues (if applicable) for
19 CONTRACTOR’s program described in the Services Paragraph of this Exhibit A to the Agreement.

20 3. The Expenditure and Revenue and Year-End Projection report shall be received by
21 ADMINISTRATOR no later than twenty (20) calendar days following the end of the month being
22 reported.

23 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
24 These reports shall be on a form provided by ADMINISTRATOR and shall, at a minimum, report
25 overall FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A to the Agreement,
26 and staff hours worked by positions. The reports will be received by ADMINISTRATOR no later than
27 twenty (20) calendar days following the end of the month being reported.

28 D. PROGRAMMATIC – Throughout the term of the Agreement, CONTRACTOR shall submit
29 monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR
30 no later than twenty (20) calendar days following the end of the month being reported. Programmatic
31 reports shall be in a format(s) approved by ADMINISTRATOR and shall include a description of
32 CONTRACTOR's progress in implementing the provisions of the Agreement, number of active cases,
33 number of Participant’s admitted/discharged, details of outreach activities and their results, any pertinent
34 facts or interim findings, staff changes, status of licenses and/or certifications, changes in population
35 served and reasons for any such changes. CONTRACTOR shall be prepared to present and discuss their
36 programmatic reports at their monthly scheduled meetings with ADMINISTRATOR and shall state

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1 whether or not it is progressing satisfactorily in achieving all the terms of the Agreement, and if not,
2 shall specify what steps are being taken to achieve satisfactory progress.

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

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

10 G. 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, at a minimum, one (1) facility for the provision of services
16 described herein at the following location, or any other location approved, in advance, in writing, by
17 ADMINISTRATOR:

18
19 812 W. Town & Country Road
20 Orange, California 92868
21

22 2. CONTRACTOR shall maintain regularly scheduled service hours, as approved by
23 ADMINISTRATOR, five (5) days a week throughout the year, and maintain the capability to provide
24 services during evening hours, on weekdays, and on weekends, when necessary, in order to
25 accommodate Participants.

26 3. CONTRACTOR’s holiday schedule shall be consistent with COUNTY’s holiday schedule
27 unless otherwise approved in advance and in writing by ADMINSTRATOR.

28 INDIVIDUALS TO BE SERVED - CONTRACTOR shall provide services to individuals, age 18 and
29 older, with mild, moderate or serious behavioral health conditions who are participants within Orange
30 County’s Homeless Collaborative Court System, and the participants’ families and/or support persons.

31 **ON-SITE ENGAGEMENT IN COLLABORATIVE COURTS SERVICES**

32 1. CONTRACTOR shall establish relationships with the Homeless Court programs to
33 facilitate on-site engagement of court participants and their family members.

34 2. CONTRACTOR shall participate in outreach activities in the Homeless Courts within
35 Orange County to recruit court participants and their family members.

36 3. CONTRACTOR shall provide promotional activities to agencies, courts, providers or
37 organizations in an effort to reach and engage Homeless Court participants and their families.

1 4. CONTRACTOR shall develop and implement behavioral health education courses, which
2 may include but not be limited to topics such as building awareness about serious persistent mental
3 illness, understanding mental health diagnoses and co-occurring disorders, medication management,
4 goal setting, symptom management, relationship management, and support group networks.

5 5. CONTRACTOR shall employ Peer Counselors to provide program services, including
6 education, support, case management, and referrals and linkages to community resources.

7 6. CONTRACTOR shall implement and track ADMINISTER-approved objectives and
8 outcome measures (Pre-test and Post-test, when applicable) across all services.

9 7. CONTRACTOR shall make services available on-site at Homeless Courts within
10 COUNTY.

11 8. CONTRACTOR shall provide referrals and linkages to community resources to assist
12 Homeless Court participants and their family members with accessing appropriate services and supports.

13 D. PRODUCTIVITY/UNITS OF SERVICE

14 1. Period One

15 a. CONTRACTOR shall enroll and serve, at minimum, fifty-eight (58) unduplicated
16 Homeless court participants and their family members.

17 b. CONTRACTOR shall provide, at minimum, one hundred forty-six (146) referrals and
18 seventy-three (73) linkages to community resources.

19 c. CONTRACTOR shall provide, at minimum, five hundred fifty-four (554) outreach
20 contacts to court participants and their family members.

21 d. CONTRACTOR shall provide, at minimum, two hundred sixty-three (263) case
22 management sessions to court participants and their family members.

23 2. Period Two

24 a. CONTRACTOR shall enroll and serve, at minimum, one hundred (100) unduplicated
25 Homeless court participants and their family members.

26 b. CONTRACTOR shall provide, at minimum, two hundred-fifty (250) referrals and one
27 hundred twenty-five (125) linkages to community resources.

28 c. CONTRACTOR shall provide, at minimum, nine hundred-fifty (950) outreach contacts
29 to court participants and their family members.

30 d. CONTRACTOR shall provide, at minimum, four hundred-fifty (450) case management
31 sessions to court participants and their family members.

32 E. PERFORMANCE OUTCOMES

33 1. CONTRACTOR shall measure (Pre-test and Post-test) performance outcomes that include
34 but are not limited to:

35 a. Recidivism and frequency of hospitalization for court participants

36 b. Number of completed community service obligations for court participants

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1 c. Linkage to behavioral health and supportive services/programs for court participants
2 and their family members/support persons.

3 d. Changes in social support network of court participants.

4 e. Behavioral health outcomes, such as global health (for all participants) and self-
5 sufficiency/resilience (for court participants)

6 F. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to
7 conduct research activity on COUNTY Participants without obtaining prior written authorization from
8 ADMINISTRATOR.

9 G. ADMINISTRATOR may conduct periodic reviews of CONTRACTOR to evaluate performance
10 in meeting the terms of the Agreement. ADMINISTRATOR shall notify CONTRACTOR in writing of
11 any issue(s) or concern(s) related to the provision of services pursuant to the Agreement, and request a
12 plan of corrective action, which may include, but are not be limited to, adjusting the CONTRACTOR's
13 Performance Outcomes. CONTRACTOR shall submit a written plan of corrective action for approval
14 within thirty (30) calendar days of request by ADMINISTRATOR, or as directed by
15 ADMINISTRATOR.

16 H. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
17 with respect to any person who has been referred to CONTRACTOR by ADMINISTRATOR under the
18 terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder shall not be
19 used to promote, directly or indirectly, any religion, religious creed or cult, denomination or sectarian
20 institution, or religious belief.

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

- 26 1. Designate the responsible position(s) in your organization for managing the funds allocated
27 to this program;
- 28 2. Maximize the use of the allocated funds;
- 29 3. Ensure timely and accurate reporting of monthly expenditures;
- 30 4. Maintain appropriate staffing levels;
- 31 5. Request budget and/or staffing modifications to the Agreement;
- 32 6. Effectively communicate and monitor the program for its success;
- 33 7. Track and report expenditures electronically;
- 34 8. Maintain electronic and telephone communication between CONTRACTOR and
35 ADMINISTRATOR; and
- 36 9. Act quickly to identify and solve problems.

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

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

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

VI. STAFFING

A. CONTRACTOR shall, at a minimum, provide the following staffing pattern expressed in FTEs continuously throughout the term of the Agreement. One (1) FTE shall be equal to an average of forty (40) hours of work per week to provide On-Site Engagement in Collaborative Courts Services:

	<u>FTE</u>
PROGRAM ADMINISTRATION	
Supervisor	<u>0.04</u>
SUBTOTAL PROGRAM ADMINISTRATION FTE	0.04
PROGRAM	
Coordinator	1.00
Peer Counselor	2.00
Clerical Support	<u>0.20</u>
SUBTOTAL PROGRAM FTE	<u>3.20</u>
GRAND TOTAL FTE	3.24

B. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained. Any vacancies occurring at a time when bilingual and bicultural composition of the 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 writing, in advance, by ADMINISTRATOR.

C. CONTRACTOR shall be responsible for the recruitment of all mentors and volunteers used in the program.

1 1. Recruitment efforts shall include, but not be limited to, recruiting from the corporate,
2 professional, and educational institutions in COUNTY, as well as other neighborhood and cultural
3 groups that represent the local demographics. Recruitment efforts shall take into consideration the
4 principles outlined in the MHSA and shall include those who are bilingual in
5 threshold languages, former recipients of behavioral health services, and/or family members of those
6 who have received behavioral health services.

7 2. CONTRACTOR shall develop, implement, and maintain a “strength-based” recruitment
8 process. This pro-active recruitment process will ensure a sufficient and diverse pool of mentors to
9 meet the needs of the ethnic and linguistic makeup of Participants being served in COUNTY.

10 D. CONTRACTOR shall be responsible for the provision of all screening requirements for
11 employees and volunteers, including but not be limited to Sanction Screenings, the Department of Motor
12 Vehicles Pull Report, and all other requirements as set forth in the Agreement.

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

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

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

26 H. CONTRACTOR shall train each staff, volunteer, and subcontractor to utilize standards and
27 principles that are considered “best practice”, which shall include, but not be limited to: addressing
28 issues of Participant safety, maintaining appropriate ethical boundaries, conflict resolution, and
29 maintaining confidentiality of Participant information.

30 I. CONTRACTOR shall provide initial and on-going training and staff development that includes
31 but is not limited to the following:

- 32 1. Orientation to the program’s goals and P&Ps; and
- 33 2. Training on subjects as required by state regulations.

34 J. WORKLOAD STANDARDS – CONTRACTOR understands and agrees that at any given time,
35 the standards referenced below are minimum standards, and CONTRACTOR shall make every effort to
36 exceed these minimums.

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1 1. CONTRACTOR shall implement staffing teams, which at a minimum, will consist of Peer
2 Counselors, a program coordinator, and the ongoing oversight of CONTRACTOR's Program Director.

3 K. STUDENT INTERNS

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

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

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

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

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

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1 EXHIBIT B
 2 TO AGREEMENT FOR PROVISION OF
 3 ON-SITE ENGAGEMENT IN COLLABORATIVE COURTS SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 MARIPOSA WOMEN AND FAMILY CENTER
 8 DECEMBER 1, 2017 THROUGH JUNE 30, 2019

9
10 **I. BUSINESS ASSOCIATE CONTRACT**

11 **A. GENERAL PROVISIONS AND RECITALS**

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

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

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

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

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

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

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

3 B. DEFINITIONS

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

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

9 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

29 18. “Use” shall have the meaning given to such term under the HIPAA regulations in
30 45 CFR § 160.103.

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

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

35 2. CONTRACTOR agrees to use appropriate safeguards, as provided for in this Business
36 Associate Contract and the Agreement, to prevent use or disclosure of PHI COUNTY discloses to

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1 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
2 other than as provided for by this Business Associate Contract.

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

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

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

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

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

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

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

30 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to
31 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
32 and to make information related to such Disclosures available as would be required for COUNTY to
33 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with
34 45 CFR § 164.528.

35 11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in
36 a time and manner to be determined by COUNTY, that information collected in accordance with the

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1 Agreement, in order to permit COUNTY to respond to a request by an Individual for an accounting of
2 Disclosures of PHI in accordance with 45 CFR § 164.528.

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

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

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

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

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

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

37 //

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

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

7 D. SECURITY RULE

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

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

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

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

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

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

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

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

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

4 E. DATA SECURITY REQUIREMENTS

5 1. Personal Controls

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

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

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

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

31 2. Technical Security Controls

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

37 //

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

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

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

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

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

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

- 36 1) Upper case letters (A-Z)
- 37 2) Lower case letters (a-z)

3) Arabic numerals (0-9)

4) Non-alphanumeric characters (punctuation symbols)

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

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

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

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

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

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

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

3. Audit Controls

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

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

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

14 4. Business Continuity/Disaster Recovery Control

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

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

27 5. Paper Document Controls

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

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

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

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

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

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

19 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

35 b. Any other information that COUNTY is required to include in the notification to
36 Individual under 45 CFR §164.404 (c) at the time CONTRACTOR is required to notify COUNTY or
37 //

1 promptly thereafter as this information becomes available, even after the regulatory sixty (60) day
2 period set forth in 45 CFR § 164.410 (b) has elapsed, including:

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

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

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

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

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

14 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in
15 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the
16 COUNTY.

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

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

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

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

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

G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

1) The Disclosure is required by law; or

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

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

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

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

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

H. PROHIBITED USES AND DISCLOSURES

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

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

I. OBLIGATIONS OF COUNTY

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

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

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

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

12 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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EXHIBIT C
 TO AGREEMENT FOR PROVISION OF
 ON-SITE ENGAGEMENT IN COLLABORATIVE COURTS SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 MARIPOSA WOMEN AND FAMILY CENTER
 DECEMBER 1, 2017 THROUGH JUNE 30, 2019

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

6 B. TERMS OF AGREEMENT

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

11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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