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**REFERENCED CONTRACT PROVISIONS**

**Term:** December 1, ~~2015~~2017 through ~~November~~June 30, ~~2017~~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

~~Period Three Maximum Obligation:~~ ~~\_\_\_\_\_93,340~~

Total Maximum Obligation: ~~\$448,030~~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:

|    |              |  |
|----|--------------|--|
| 1  |              |  |
| 2  |              |  |
| 3  |              |  |
| 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**

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

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

37 //

### 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 ~~relevant HCA~~ policies and procedures relating to ~~HCA's~~ ADMINISTRATOR's Compliance Program, ~~HCA's~~ Code of Conduct and access to General Compliance and Annual Provider Trainings.

2. CONTRACTOR has the option to ~~adhere to HCA's Compliance Program and Code of Conduct or establish~~ provide ADMINISTRATOR with proof of its own, ~~provided~~ Compliance Program, Code of Conduct and any Compliance related policies and procedures. CONTRACTOR's Compliance Program ~~and~~ Code of Conduct ~~have been verified to~~ 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 subparagraphs below 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. ~~3. If CONTRACTOR elects to adhere~~ does not provide proof of its own Compliance program to ~~HCA's~~ 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 ~~award~~ execution of this Agreement a signed acknowledgement that CONTRACTOR shall comply with ~~HCA's~~ ADMINISTRATOR's Compliance Program and Code of Conduct.

//



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

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

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

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

33 1. For purposes of this Paragraph IV (COMPLIANCE), Covered Individuals includes all  
 34 employees, interns, volunteers, contractors, subcontractors, agents, and other persons who provide health  
 35 care items or services or who perform billing or coding functions on behalf of ADMINISTRATOR.  
 36 Notwithstanding the above, this term does not include part-time or per-diem employees, contractors,  
 37 subcontractors, agents, and other persons who are not reasonably expected to work more than one hundred

1 sixty (160) hours per year; except that any such individuals shall become Covered Individuals at the point  
2 when they work more than one hundred sixty (160) hours during the calendar year. CONTRACTOR shall  
3 ensure that all Covered Individuals relative to this Agreement are made aware of ADMINISTRATOR's  
4 Compliance Program, Code of Conduct and related policies and procedures; (or CONTRACTOR's own  
5 compliance program, code of conduct and related policies and procedures if CONTRACTOR has elected  
6 to use its own).

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

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

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

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

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

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

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

33 7. CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual or  
34 entity is currently excluded, suspended or debarred, or is identified as such after being sanction screened.  
35 Such individual or entity shall be immediately removed from participating in any activity associated with  
36 this Agreement. ADMINISTRATOR will determine appropriate repayment from, or sanction(s) to  
37 CONTRACTOR for services provided by ineligible person or individual. CONTRACTOR shall promptly

1 return any overpayments within forty-five (45) business days after the overpayment is verified by  
2 ADMINISTRATOR.

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

## V. CONFIDENTIALITY

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

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

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

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

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

## VI. COST REPORT

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

1 stipulated by ADMINISTRATOR. CONTRACTOR shall submit ~~at the~~ consolidated Cost Report to  
 2 COUNTY no later than five (5) business days following approval by ADMINSTRATOR of all individual  
 3 Cost Reports to be incorporated into a consolidated Cost Report.

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

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

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

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

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

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

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



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

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

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

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

24  
25 Signed \_\_\_\_\_  
26 Name \_\_\_\_\_  
27 Title \_\_\_\_\_  
28 Date \_\_\_\_\_"

29  
30 **VII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

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

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

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

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

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

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

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

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

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

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

37           4. This provision shall not be applicable to service agreements usually and customarily entered

1 into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional services  
2 provided by consultants.

### 4 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

### 15 **IX. EQUIPMENT**

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

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

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

37 //



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

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

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

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

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

## 20 **X. FACILITIES, PAYMENTS AND SERVICES**

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

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

## 33 **XI. INDEMNIFICATION AND INSURANCE**

34 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,  
 35 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special  
 36 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board  
 37 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,

1 including but not limited to personal injury or property damage, arising from or related to the services,  
 2 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is  
 3 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the  
 4 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and  
 5 COUNTY agree that liability will be apportioned as determined by the court. Neither ~~party~~ Party shall  
 6 request a jury apportionment.

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

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

24 D. All SIRs and deductibles shall be clearly stated on the COI. If no SIRs or deductibles apply,  
 25 indicate this on the COI with a zero (0) by the appropriate line of coverage. Any SIR or deductible in an  
 26 amount in excess of ~~\$2550,000~~ (\$5,000 for automobile liability); shall specifically be approved by the  
 27 CEO/Office of Risk Management upon review of CONTRACTOR's current audited financial report. If  
 28 CONTRACTOR's SIR is approved, CONTRACTOR, in addition to, and without limitation of, any other  
 29 indemnity provision(s) in this Agreement, agrees to all of the following:

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

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

36 //  
 37 //

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

E. If CONTRACTOR fails to maintain insurance ~~acceptable to COUNTY~~ as required in this Paragraph XI (INDEMNIFICATION AND INSURANCE) for the full term of this Agreement, COUNTY may such failure shall constitute a breach of CONTRACTOR's obligation hereunder and ground for COUNTY to terminate this Agreement.

F. QUALIFIED INSURER

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

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

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

| <u>Coverage</u>   | <u>Minimum Limits</u>                                |
|---|--|
| Commercial General Liability  | \$1,000,000 per occurrence<br>\$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<br>\$1,000,000 aggregate |

Sexual Misconduct Liability

\$1,000,000 per occurrence

H. REQUIRED COVERAGE FORMS

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

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

I. REQUIRED ENDORSEMENTS –

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

a. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 20 26 04 13 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and agents as Additional Insureds, or provide blanket coverage, which will state AS REQUIRED BY WRITTEN AGREEMENT.

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

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

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

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

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

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

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

//

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

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

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

10 P. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If  
 11 CONTRACTOR does not deposit copies of acceptable COIs and endorsements with COUNTY  
 12 incorporating such changes within thirty (30) calendar days of receipt of such notice, such failure shall  
 13 constitute a breach of CONTRACTOR's obligation hereunder and ground for termination of this  
 14 Agreement ~~may be in breach without further notice to CONTRACTOR, and by~~ COUNTY ~~shall be entitled~~  
 15 ~~to all legal remedies.~~

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

19 R. SUBMISSION OF INSURANCE DOCUMENTS

20 1. The COI and endorsements shall be provided to COUNTY as follows:  
 21 a. Prior to the start date of this Agreement.  
 22 b. No later than the expiration date for each policy.  
 23 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
 24 changes to any of the insurance types as set forth in Subparagraph G. ~~of this Agreement,~~ above.

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

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

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

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



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

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

## 7 **XII. INSPECTIONS AND AUDITS**

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

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

### 22 **C. AUDIT RESPONSE**

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

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

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

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

5  
6 **XIII. LICENSES AND LAWS**

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

15 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

36 #  
37 #

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

- 4 1. ARRA of 2009.
- 5 2. WIC, Division 5, Community Mental Health Services.
- 6 3. WIC, Division 6, Admissions and Judicial Commitments.
- 7 4. WIC, Division 7, Mental Institutions.
- 8 5. HSC, §§1250 et seq., Health Facilities.
- 9 6. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 10 7. CCR, Title 9, Rehabilitative and Developmental Services.
- 11 8. CCR, Title 17, Public Health.
- 12 9. CCR, Title 22, Social Security.
- 13 10. CFR, Title 42, Public Health.
- 14 11. CFR, Title 45, Public Welfare.
- 15 12. USC Title 42. Public Health and Welfare.
- 16 13. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 17 14. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 18 15. 42 USC §1857, et seq., Clean Air Act.
- 19 16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 20 17. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 21 18. Policies and procedures set forth in Mental Health Services Act.
- 22 19. Policies and procedures set forth in DHCS Letters.
- 23 20. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 24 ~~21. 31 USC 7501-7507, as well as its implementing regulations under 2 CFR Part 200,~~
- 25 ~~Uniform Administrative Requirements, Cost Principles, and Audit Requirements for~~
- 26 ~~Federal Awards.~~

#### 27

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

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

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



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

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

## 11 **XV. MAXIMUM OBLIGATION**

12 The Total Maximum Obligation of COUNTY for services provided in accordance with this  
 13 Agreement, and the separate Maximum Obligations for each period under this Agreement, are as specified  
 14 in the Referenced Contract Provisions of this Agreement.  
 15

## 16 **XVI. MINIMUM WAGE LAWS**

17 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and  
 18 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal  
 19 or California Minimum Wage to all its employees that directly or indirectly provide services pursuant to  
 20 this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that all its  
 21 contractors or other persons providing services pursuant to this Agreement on behalf of CONTRACTOR  
 22 also pay their employees no less than the greater of the federal or California Minimum Wage.  
 23

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

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

## 32 **XVII. NONDISCRIMINATION**

### 33 **A. EMPLOYMENT**

34 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals shall not  
 35 unlawfully discriminate against any employee or applicant for employment because of his/her race,  
 36 religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition,  
 37 genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual

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

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

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

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

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

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

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

1 may now exist or be hereafter amended or changed. For the purpose of this Nondiscrimination paragraph,  
 2 Discrimination includes, but is not limited to the following based on one or more of the factors identified  
 3 above:

4 1. Denying a Participantclient or potential Participantclient any service, benefit, or  
 5 accommodation.

6 2. Providing any service or benefit to a Participantclient which is different or is provided in a  
 7 different manner or at a different time from that provided to other Participantsclients.

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

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

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

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

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

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

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

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

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

36 E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall  
 37 intimidate, coerce or take adverse action against any person for the purpose of interfering with rights

1 secured by federal or state laws, or because such person has filed a complaint, certified, assisted or  
 2 otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to enforce  
 3 rights secured by federal or state law.

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

## 8 **XVIII. NOTICES**

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

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

14 2. When faxed, transmission confirmed;

15 3. When sent by Email; or

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

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

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

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

## 29 **XIX. NOTIFICATION OF DEATH**

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

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

35 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by  
 36 telephone immediately upon becoming aware of the death due to non-terminal illness of any person served  
 37 pursuant to this Agreement; provided, however, weekends and holidays shall not be included for purposes

1 of computing the time within which to give telephone notice and, notwithstanding the time limit herein  
2 specified, notice need only be given during normal business hours.

3 2. WRITTEN NOTIFICATION

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

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

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

15  
16 **XX. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

24  
25 **XXI. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

37 D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the



1 commencement of the contract, unless a longer period is required due to legal proceedings such as  
2 litigations and/or settlement of claims.

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

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

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

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

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

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

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

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

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

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

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

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

## 32 **XXII. RESEARCH AND PUBLICATION**

33 CONTRACTOR shall not utilize information and/or data received from COUNTY, or arising out of,  
34 or developed, as a result of this Agreement for the purpose of personal or professional research, or for  
35 publication.  
36  
37

**XXIII. SEVERABILITY**

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

**XXIV. SPECIAL PROVISIONS**

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

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

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

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

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

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

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

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

#### 8 9 **XXV. STATUS OF CONTRACTOR**

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

#### 20 21 **XXVI. TERM**

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

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

#### 30 31 **XXVII. TERMINATION**

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

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



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

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

17 D. CONTINGENT FUNDING

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

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

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

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

37 //

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

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

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

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

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

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

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

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

24  
25 **XXVIII. THIRD PARTY BENEFICIARY**

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

29  
30 **XXIX. WAIVER OF DEFAULT OR BREACH**

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

36 //  
37 //

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

3  
4 MARIPOSA WOMEN AND FAMILY CENTER

5  
6  
7 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

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

10  
11  
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  
29 BY: \_\_\_\_\_ DATED: \_\_\_\_\_

30 DEPUTY

31  
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 or  
36 any Assistant Treasurer. If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or  
37 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, ~~2015~~2017 THROUGH ~~NOVEMBER~~JUNE 30, ~~2017~~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 which,  
 12 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 administrator.

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

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

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

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

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

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

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

36 //  
 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 ~~expected~~limited to ~~be operational for about one to three~~  
6 ~~maximum of five~~ years ~~—although in some instances the length of the project may be extended.~~

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

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

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

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

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

22           ~~b. Collateral means a significant support person in a beneficiary's life and is  
23 used to define services provided to them with the intent of improving or maintaining the mental health  
24 status of the Participant. The beneficiary may or may not be present for this service activity.~~

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

28           ~~dc.~~ Therapy means a service activity which is a therapeutic intervention that focuses  
29 primarily on symptom reduction as a means to improve functional impairments. Therapy may be  
30 delivered to an individual or group of beneficiaries which may include family Therapy in which the  
31 beneficiary is present.

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

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

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

3 18. Outcome means measurable change that occurs as a result of a project's overall performance  
4 in implementing its services. ~~Outcomes are often separated out as to their expected effect along a time~~  
5 ~~continuum, as immediate, intermediate and long term Outcomes.~~

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

9 20. Participant means an individual, referred by ~~ADMINISTRATOR~~ ADMINISTRATOR or  
10 enrolled in CONTRACTOR's program for services under this Agreement.

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

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

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

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

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

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

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

31 28. Referral means providing ~~the effective linkage of~~ community and behavioral health resources  
32 to a Participant ~~to another service, when indicated; with follow up to be provided within five (5) working~~  
33 ~~days to assure that the Participant has made contact with the referred service~~ for the purpose of supporting  
34 their needs.

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

37 #

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

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

## 5 6 II. BUDGET

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

|                              | PERIOD<br>ONE   | PERIOD TWO       | PERIOD<br>THREE | TOTAL     |
|------------------------------|-----------------|------------------|-----------------|-----------|
| ADMINISTRATIVE COST          |                 |                  |                 |           |
| Salaries                     | \$1,790,820     | \$ 3,068,120     | \$ 1,278        | \$ 6,136  |
| Benefits                     | 233,237         | 399,406          | 166             | 798       |
| Services and Supplies        | 1,875,951       | 3,214,163        | 1,339           | 6,428     |
| Indirect                     | 12,800,14,027   | 21,945,24,047    | 9,145           | 43,890    |
| TOTAL ADMINISTRATIVE<br>COST | \$16,698,17,035 | \$ 28,626,29,203 | \$ 11,928       | \$ 57,252 |
| PROGRAM COST                 |                 |                  |                 |           |
| Salaries                     | \$75,712,76,440 | \$129,792        | \$ 54,080       | \$259,584 |
| Benefits                     | 9,843,9,937     | 16,873           | 7,030           | 33,746    |
| Services and Supplies        | 28,422,24,793   | 48,724           | 20,302          | 97,448    |
| Flexible Funds               | 2,470           | 4,235            |                 | 308,452   |
| SUBTOTAL PROGRAM<br>COST     | \$113,977,640   | \$195,389        | \$ 81,412       | \$390,778 |
| TOTAL GROSS COST             | \$130,675       | \$224,015        | \$93,340        | \$448,030 |
| REVENUE                      |                 |                  |                 |           |



|   |                    |           |           |                      |           |
|---|--------------------|-----------|-----------|----------------------|-----------|
| 1 | MHSA Discretionary | \$130,675 | \$224,015 | <del>\$ 93,340</del> | \$448,030 |
| 2 | TOTAL REVENUE      | \$130,675 | \$224,015 | <del>\$ 93,340</del> | \$448,030 |
| 3 |                    |           |           |                      |           |
| 4 | TOTAL MAXIMUM      |           |           |                      |           |
| 5 | OBLIGATION         | \$130,675 | \$224,015 | <del>\$ 93,340</del> | \$448,030 |

## 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.

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

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

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

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

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

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

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

d. Statement indicating that Flexible Funds may be utilized when other community resources such as family/friends, food banks, shelters, charitable organizations, etc. are not available in a timely manner, or are not appropriate for a Client's situation. Designated CONTRACTOR staff will assist



1 Clients in exploring other available resources, whenever possible, prior to utilizing Flexible Funds;

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

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

10 g. Statement indicating that pre-purchases of food, transportation and clothing vouchers  
11 and/or gift cards shall be limited to a combined, \$5,000 supply on-hand at any given time and that all  
12 voucher and/or gift card purchases and disbursement shall be tracked and logged by designated  
13 CONTRACTOR staff. Vouchers and/or gift cards shall be limited in monetary value to less than twenty-  
14 five (\$25) each, unless otherwise approved in advance by ADMINISTRATOR in writing;

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

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

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

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

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

37 D. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete

1 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type  
 2 of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect  
 3 costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will be made  
 4 in accordance with GAAP and Medicare regulations. The Participants' eligibility determination and fee  
 5 charged to and collected from Participants, together with a record of all invoices rendered and revenues  
 6 received from any source, on behalf of Participants treated pursuant to the Agreement, must be reflected  
 7 in CONTRACTOR's financial records.

8 ~~D~~E. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget  
 9 Paragraph of this Exhibit A to the Agreement.

### 11 **III. PAYMENTS**

12 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$18,668  
 13 per month for Period One, ~~Period Two~~, and Period ~~Three~~Two. All payments are interim payments only,  
 14 and subject to final settlement in accordance with the Cost Report Paragraph of the Agreement for which  
 15 CONTRACTOR shall be reimbursed for the actual cost of providing the services; provided, however, the  
 16 total of such payments does not exceed COUNTY's Maximum Obligation as stated in the Referenced  
 17 Contract Provisions of the Agreement and, provided further, CONTRACTOR's costs are reimbursable  
 18 pursuant to COUNTY, state, and/or federal regulations. ADMINISTRATOR may, at its discretion, pay  
 19 supplemental invoices for any month for which the provisional amount specified above has not been fully  
 20 paid.

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

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

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

35 B. CONTRACTOR's invoice shall be on a form approved or supplied by COUNTY and provide  
 36 such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) calendar day of  
 37 the month. Invoices received after the due date may not be paid within the same month. Payments to

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

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

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

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

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

#### 13 **IV. REPORTS**

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

##### 16 B. FISCAL

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

22 2. Year-End Projections – In conjunction with the Expenditure and Revenue Report,  
23 CONTRACTOR shall provide monthly year-end projections that shall include year-to-date actual costs  
24 and revenues (if applicable) and anticipated year-end actual costs and revenues (if applicable) for  
25 CONTRACTOR's program described in the Services Paragraph of this Exhibit A to the Agreement.  
26

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

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

35 D. PROGRAMMATIC – Throughout the term of the Agreement, CONTRACTOR shall submit  
36 monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR  
37 no later than twenty (20) calendar days following the end of the month being reported. Programmatic

1 reports shall be in a format(s) approved by ADMINISTRATOR and shall include a description of  
 2 CONTRACTOR's progress in implementing the provisions of the Agreement, number of active cases,  
 3 number of Participant's admitted/discharged, details of outreach activities and their results, any pertinent  
 4 facts or interim findings, staff changes, status of licenses and/or certifications, changes in population  
 5 served and reasons for any such changes. CONTRACTOR shall be prepared to present and discuss their  
 6 programmatic reports at their monthly scheduled meetings with ADMINISTRATOR and shall state  
 7 whether or not it is progressing satisfactorily in achieving all the terms of the Agreement, and if not, shall  
 8 specify what steps are being taken to achieve satisfactory progress.

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

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

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

## 18 V. SERVICES

### 19 A. FACILITIES

20 1. CONTRACTOR shall maintain, at a minimum, one (1) facility for the provision of services  
 21 described herein at the following location, or any other location approved, in advance, in writing, by  
 22 ADMINISTRATOR:  
 23

24 812 W. Town & Country Road  
 25 Orange, California 92868  
 26

27 2. CONTRACTOR shall maintain regularly scheduled service hours, as approved by  
 28 ADMINISTRATOR, five (5) days a week throughout the year, and maintain the capability to provide  
 29 services during evening hours, on weekdays, and on weekends, when necessary, in order to accommodate  
 30 Participants.  
 31

32 3. CONTRACTOR's holiday schedule shall be consistent with COUNTY's holiday schedule  
 33 unless otherwise approved in advance and in writing by ADMINSTRATOR.

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

37 ~~B.~~ -ON-SITE ENGAGEMENT IN COLLABORATIVE COURTS SERVICES

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

3           2. CONTRACTOR shall participate in outreach activities in ~~Collaborative~~the Homeless Courts  
4 within Orange County to recruit court participants and their family members.

5           — 3. CONTRACTOR shall provide promotional activities to agencies, courts, providers or  
6 organizations in an effort to reach and engage ~~collaborative court~~Homeless Court participants and their  
7 families.

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

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

14           6. CONTRACTOR shall ~~administer pre-implement and posttrack ADMINISTER-approved~~  
15 ~~objectives and outcome measures (Pre-test surveys to measure increased knowledge and retention of~~  
16 ~~subject matter following behavioral health education courses. and Post-test, when applicable) across all~~  
17 ~~services.~~

18           7. CONTRACTOR shall make services available on-site at ~~Collaborative~~Homeless Courts  
19 within COUNTY.

20           8. CONTRACTOR shall provide referrals and linkages to community resources to assist  
21 ~~collaborative court~~Homeless Court participants and their family members with accessing appropriate  
22 services and supports.

#### 23           D. PRODUCTIVITY/UNITS OF SERVICE

##### 24           1. Period One

25           a. CONTRACTOR shall enroll and serve, at minimum, ~~one hundred and sixteen (116)~~fifty-  
26 eight (58) unduplicated ~~collaborative~~Homeless court participants and their family members.

27           b. CONTRACTOR shall provide, at minimum, one hundred ~~and sixteen (116)~~forty-six (146)  
28 referrals and seventy-three (73) linkages to community resources.

29           //

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

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

##### 34           2. Period Two

35           a. CONTRACTOR shall enroll and serve, at minimum, ~~two~~one hundred (~~200~~100)  
36 unduplicated ~~collaborative~~Homeless court participants and their family members.

37           b. CONTRACTOR shall provide, at minimum, two hundred ~~(200)~~fifty (250) referrals and



1 one hundred twenty-five (125) linkages to community resources.

2 ~~3. Period Three~~

3 ~~a. c.~~ CONTRACTOR shall ~~enroll and serve~~ provide, at minimum, ~~eighty-four (84)~~  
4 ~~unduplicated collaborative~~ nine hundred-fifty (950) outreach contacts to court participants and their family  
5 members.

6 ~~bd.~~ CONTRACTOR shall provide, at minimum, ~~eighty-four (84) referrals to community~~  
7 ~~resources~~ four hundred-fifty (450) case management sessions to court participants and their family  
8 members.

9 E. PERFORMANCE OUTCOMES

10 1. ~~Sixty percent (60%)~~ CONTRACTOR shall measure (Pre-test and Post-test) performance  
11 outcomes that include but are not limited to:

12 a. Recidivism and frequency of hospitalization for court participants ~~and fifty (50%)~~

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

14 c. Linkage to behavioral health and supportive services/programs for court participants and  
15 their family members/support persons ~~enrolled~~.

16 d. Changes in the program will complete, at a minimum, four (4) behavioral health  
17 education courses; social support network of court participants.

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

20 2. ~~Ninety percent (90%) of all participants who complete an education course will demonstrate~~  
21 ~~an increased knowledge of the subject matter, as measured by pre and post test surveys;~~

22 3. ~~Twenty five percent (25%) of all referrals to community resources will result in linkages.~~

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

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

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

37 I. CONTRACTOR shall provide effective administrative management of the budget, staffing,



1 recording, and reporting portion of the Agreement with the COUNTY. If administrative responsibilities  
2 are delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the  
3 qualifications and capacity to perform all delegated responsibilities. These responsibilities include, but  
4 are not limited to, the following:

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

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

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

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

26 #  
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30 **VI. STAFFING**

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

|                        |               |
|------------------------|---------------|
|                        | <u>FTE</u>    |
| PROGRAM ADMINISTRATION |               |
| Supervisor             | <u>0.0504</u> |

|   |                                     |                                 |
|---|-------------------------------------|---------------------------------|
| 1 | SUBTOTAL PROGRAM ADMINISTRATION FTE | 0. <del>05</del> <u>04</u>      |
| 2 | PROGRAM                             |                                 |
| 3 | Coordinator                         | 1.00                            |
| 4 | Peer Counselor                      | 2.00                            |
| 5 | <del>Childcare</del>                | <del>0.40</del>                 |
| 6 | Clerical Support                    | <u>0.20</u>                     |
| 7 | SUBTOTAL PROGRAM FTE                | <u>3.<del>60</del><u>20</u></u> |
| 8 |                                     |                                 |
| 9 | GRAND TOTAL FTE                     | <u>3.<del>65</del><u>24</u></u> |

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

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

#

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

E. CONTRACTOR shall maintain personnel files for each staff person, including management and

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

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

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

12 H. CONTRACTOR shall train each staff, volunteer, and subcontractor to utilize standards and  
 13 principles that are considered "best practice", which shall include, but not be limited to: addressing issues  
 14 of Participant safety, maintaining appropriate ethical boundaries, conflict resolution, and maintaining  
 15 confidentiality of Participant information.

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

- 18 1. Orientation to the program's goals and P&Ps; and
- 19 2. Training on subjects as required by state regulations.

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

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

25 K. STUDENT INTERNS

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

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

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

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

36 L. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Staffing  
 37 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, ~~2015~~2017 THROUGH ~~NOVEMBER~~JUNE 30, ~~2017~~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 amended.

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

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

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

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

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

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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 that  
19 an unauthorized person to whom the disclosure was made would not reasonably have been able to retain  
20 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 CFR  
33 § 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 and  
 6 environmental hazards, and unauthorized intrusion.

7 9. “The HIPAA Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable  
 8 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 methodology  
 27 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 and  
12 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 through  
15 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 Individual  
18 in order to meet the requirements under 45 CFR § 164.524. If CONTRACTOR maintains an EHR with  
19 PHI, and an individual requests a copy of such information in an electronic format, CONTRACTOR shall  
20 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 (30)  
23 calendar days of receipt of said request by COUNTY. CONTRACTOR agrees to notify COUNTY in  
24 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 obligation  
4 under the HIPAA Privacy and/or Security rules CONTRACTOR will comply with the requirements of 45  
5 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 employees,  
9 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 terminate  
17 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 no  
20 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 claimed  
22 violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves  
23 inactions or actions by CONTRACTOR, except where CONTRACTOR or its subcontractor, employee,  
24 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 event:

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

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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 updated  
18 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, maintains,  
23 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 E.,  
25 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 security  
3 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 functions  
7 or activities on behalf of COUNTY in connection with Agreement, or access or disclose PHI COUNTY  
8 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
9 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 for  
23 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.

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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 discloses  
6 to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
7 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 algorithm  
12 which is 128bit or higher, such as AES. Such PHI shall not be considered “removed from the premises”  
13 if it is only being transported from one of CONTRACTOR’s locations to another of CONTRACTOR’s  
14 locations.

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

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

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

- 35           1) Upper case letters (A-Z)
- 36           2) Lower case letters (a-z)
- 37           3) Arabic numerals (0-9)



1 4) Non-alphanumeric characters (punctuation symbols)

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

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

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

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

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

26 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to  
27 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
28 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is  
29 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files  
30 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as website  
31 access, file transfer, and E-Mail.

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

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1           3. Audit Controls

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

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

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

15           4. Business Continuity/Disaster Recovery Control

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

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

28           5. Paper Document Controls

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

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

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 intended  
 11 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 five  
 15 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 and  
 18 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 law  
 22 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 known  
 25 to CONTRACTOR.

26 b. CONTRACTOR shall be deemed to have knowledge of a Breach, if the Breach is known,  
 27 or by exercising reasonable diligence would have known, to any person who is an employee, officer, or  
 28 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 notification  
 31 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  
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1 promptly thereafter as this information becomes available, even after the regulatory sixty (60) day period  
2 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 required  
20 by the Breach notification regulations, or, in the alternative, that the acquisition, access, use, or disclosure  
21 of PHI did not constitute a Breach.

22 6. CONTRACTOR shall maintain documentation of all required notifications of a Breach or its  
23 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 practicable,  
27 but in no event later than fifteen (15) calendar days after CONTRACTOR's initial report of the Breach to  
28 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 requests  
32 for further information, or follow-up information after report to COUNTY, when such request is made by  
33 COUNTY.

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

1 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

11 1) The Disclosure is required by law; or

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

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

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

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

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

25 H. PROHIBITED USES AND DISCLOSURES

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

31 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI  
32 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on  
33 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by  
34 42 USC § 17935(d)(2).

35 I. OBLIGATIONS OF COUNTY

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1 1. COUNTY shall notify CONTRACTOR of any limitation(s) in COUNTY’s notice of privacy  
2 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 may  
9 affect CONTRACTOR’s Use or Disclosure of PHI.

10 4. COUNTY shall not request CONTRACTOR to use or disclose PHI in any manner that would  
11 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 cure  
18 the material Breach or end the violation within thirty (30) days, provided termination of the Agreement is  
19 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, or  
22 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 agents  
24 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 infeasible,  
31 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, ~~2015~~2017 THROUGH ~~NOVEMBER~~JUNE 30, ~~2017~~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

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 Agreement  
10 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 required  
14 by this Personal Information Privacy and Security Contract or as required by applicable state and federal  
15 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 security  
21 program that include administrative, technical and physical safeguards appropriate to the size and  
22 complexity of CONTRACTOR's operations and the nature and scope of its activities, which incorporate  
23 the requirements of Subparagraph c., below. CONTRACTOR will provide COUNTY with its current  
24 policies upon request.

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

28 1) Complying with all of the data system security precautions listed in Subparagraph E.  
29 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 Federal  
32 Automated Information Systems, which sets forth guidelines for automated information systems in  
33 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 CMPPA  
36 Agreement between SSA and CHHS and in the Agreement between SSA and DHCS, known as the IEA.  
37 The specific sections of the IEA with substantive privacy and security requirements to be complied with

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

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

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

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

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

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

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

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