

1 AGREEMENT FOR PROVISION OF  
2 EARLY INTERVENTION SERVICES FOR VETERAN COLLEGE STUDENTS  
3 BETWEEN  
4 COUNTY OF ORANGE  
5 AND  
6 UNITED STATES VETERANS INITIATIVE  
7 JANUARY 1, 2019 THROUGH JUNE 30, 2021  
8

9 THIS AGREEMENT entered into this 1st day of January 2019 (effective date), is by and between  
10 the COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and UNITED  
11 STATES VETERANS INITIATIVE, a California nonprofit corporation (CONTRACTOR). COUNTY  
12 and CONTRACTOR may sometimes be referred to herein individually as "Party" or collectively as  
13 "Parties." This Agreement shall be administered by the County of Orange Health Care Agency  
14 (ADMINISTRATOR).

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16 **W I T N E S S E T H:**  
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18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Early  
19 Intervention Services for Veteran College Students described herein to the residents of Orange County;  
20 and

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

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

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**REFERENCED CONTRACT PROVISIONS**

**Term:** January 1, 2019 through June 30, 2021

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

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

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

**Maximum Obligation:**

Period One Maximum Obligation: \$ 199,990

Period Two Maximum Obligation: 399,980

Period Three Maximum Obligation: 399,980

TOTAL MAXIMUM OBLIGATION: \$ 999,950

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Monthly in Arrears

**CONTRACTOR DUNS Number:** 86-705-4967

**CONTRACTOR TAX ID Number:** 95-4382752

**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: United States Veterans Initiative  
800 W. 6<sup>th</sup> Street, Suite 1505  
Los Angeles, CA 90017  
Attention: Robert Stohr, Executive Director  
E-mail: [rstohr@usvetsinc.org](mailto:rstohr@usvetsinc.org)

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**I. ACRONYMS**

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

- A. AES Advanced Encryption Standard
- B. BHS Behavioral Health Services
- C. CCC California Civil Code
- D. CCR California Code of Regulations
- E. CEO County Executive Office
- F. CFR Code of Federal Regulations
- G. CHPP COUNTY HIPAA Policies and Procedures
- H. CMPPA Computer Matching and Privacy Protection Act
- I. COI Certificate of Insurance
- J. DHCS Department of Health Care Services
- K. DRS Designated Record Set
- L. E-Mail Electronic Mail
- M. EHR Electronic Health Records
- N. ePHI Electronic Protected Health Information
- O. FIPS Federal Information Processing Standards
- P. GAAP Generally Accepted Accounting Principles
- Q. HCA Health Care Agency
- R. HHS Health and Human Services
- S. HIPAA Health Insurance Portability and Accountability Act of 1996, Public Law 104-191
- T. HITECH Act The Health Information Technology for Economic and Clinical Health Act, Public Law 111-005
- U. HSC California Health and Safety Code
- V. IEA Information Exchange Agreement
- W. IRIS Integrated Records and Information System
- X. ISO Insurance Services Office
- Y. MHP Mental Health Plan
- Z. MHSA Mental Health Services Act
- AA. MIHS Medical and Institutional Health Services
- AB. NIST National Institute of Standards and Technology
- AC. NPP Notice of Privacy Practices
- AD. OIG Office of Inspector General
- AE. OMB Office of Management and Budget
- AF. OPM Federal Office of Personnel Management

1	AG. P&P	Policy and Procedure
2	AH. PC	State of California Penal Code
3	AI. PHI	Protected Health Information
4	AJ. PII	Personally Identifiable Information
5	AK. PRA	Public Record Act
6	AL. SIR	Self-Insured Retention
7	AM. SSA	Social Services Agency
8	AN. USC	United States Code
9	AO. WIC	State of California Welfare and Institutions Code

10  
11 **II. ALTERATION OF TERMS**

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

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

19  
20 **III. ASSIGNMENT OF DEBTS**

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

28  
29 **IV. COMPLIANCE**

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

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

36 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own  
37 Compliance Program, Code of Conduct and any Compliance related policies and procedures.

1 CONTRACTOR's Compliance Program, Code of Conduct and any related policies and procedures shall  
 2 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required  
 3 elements by ADMINISTRATOR's Compliance Officer as described in this Paragraph IV  
 4 (COMPLIANCE). These elements include:

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

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

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

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

36 B. SANCTION SCREENING – CONTRACTOR shall screen all Covered Individuals employed or  
 37 retained to provide services related to this Agreement semi-annually to ensure that they are not



1 designated as Ineligible Persons, as pursuant to this Agreement. Screening shall be conducted against  
2 the General Services Administration's Excluded Parties List System or System for Award Management,  
3 the Health and Human Services/Office of Inspector General List of Excluded Individuals/Entities, the  
4 California Medi-Cal Suspended and Ineligible Provider List, and the Social Security Administration  
5 Death Master File and/or any other list or system as identified by the ADMINISTRATOR.

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

17 2. An Ineligible Person shall be any individual or entity who:  
18 a. is currently excluded, suspended, debarred or otherwise ineligible to participate in  
19 federal and state health care programs; or  
20 b. has been convicted of a criminal offense related to the provision of health care items or  
21 services and has not been reinstated in the federal and state health care programs after a period of  
22 exclusion, suspension, debarment, or ineligibility.

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

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

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

37 //



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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 E. MEDICAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

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

28  
29 **V. CONFIDENTIALITY**

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

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

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

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

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

15  
16 **VI. COST REPORT**

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

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

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

//

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

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

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

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

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

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

31 D. Unless approved by ADMINISTRATOR, costs that exceed the Statewide Maximum Allowance  
32 (SMA) rates per Medi-Cal Unit of Services, as determined by the DHCS, shall be unreimbursable to  
33 CONTRACTOR.

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

37 //

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

3  
4 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and  
5 supporting documentation prepared by \_\_\_\_\_ for the cost report period  
6 beginning \_\_\_\_\_ and ending \_\_\_\_\_ and that, to the best of my  
7 knowledge and belief, costs reimbursed through this Agreement are reasonable and  
8 allowable and directly or indirectly related to the services provided and that this Cost  
9 Report is a true, correct, and complete statement from the books and records of  
10 (provider name) in accordance with applicable instructions, except as noted. I also  
11 hereby certify that I have the authority to execute the accompanying Cost Report.

12  
13 Signed \_\_\_\_\_  
14 Name \_\_\_\_\_  
15 Title \_\_\_\_\_  
16 Date \_\_\_\_\_"

17  
18 **VII. DEBARMENT**

19 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

37 //



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

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

7  
8 **VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

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

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

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

37 //

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

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

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

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

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

17 4. This provision shall not be applicable to service agreements usually and customarily  
18 entered into by CONTRACTOR to obtain or arrange for supplies, technical support, and professional  
19 services provided by consultants.  
20

21 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

22 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and  
23 regulations regarding the employment of aliens and others and to ensure that employees, subcontractors,  
24 and consultants performing work under this Agreement meet the citizenship or alien status requirement  
25 set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,  
26 subcontractors, and consultants performing work hereunder, all verification and other documentation of  
27 employment eligibility status required by federal or state statutes and regulations including, but not  
28 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently  
29 exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all  
30 covered employees, subcontractors, and consultants for the period prescribed by the law.  
31

32 **X. EQUIPMENT**

33 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all  
34 property of a Relatively Permanent nature with significant value, purchased in whole or in part by  
35 ADMINISTRATOR to assist in performing the services described in this Agreement. “Relatively  
36 Permanent” is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or  
37 over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital



1 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and  
2 other taxes, and installation costs are defined as Controlled Equipment. Controlled Equipment includes,  
3 but is not limited to audio/visual equipment, computer equipment, and lab equipment. The cost of  
4 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be  
5 depreciated according to GAAP.

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

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

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

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

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

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

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

34  
35 **XI. FACILITIES, PAYMENTS AND SERVICES**

36 A. CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance  
37 with Exhibit A to this Agreement. COUNTY shall compensate, and authorize, when applicable, said

1 services. CONTRACTOR shall operate continuously throughout the term of this Agreement with at  
 2 least the minimum number and type of staff which meet applicable federal and state requirements, and  
 3 which are necessary for the provision of the services hereunder.

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

## 10 **XII. INDEMNIFICATION AND INSURANCE**

11 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,  
 12 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special  
 13 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board  
 14 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,  
 15 including but not limited to personal injury or property damage, arising from or related to the services,  
 16 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is  
 17 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the  
 18 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and  
 19 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall  
 20 request a jury apportionment.  
 21

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

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

1 D. All SIRs and deductibles shall be clearly stated on the COI. Any SIR or deductible in an  
2 amount in excess of \$50,000 shall specifically be approved by the CEO/Office of Risk Management  
3 upon review of CONTRACTOR's current audited financial report. If CONTRACTOR's SIR is  
4 approved, CONTRACTOR, in addition to, and without limitation of, any other indemnity provision(s)  
5 in this Agreement, agrees to all of the following:

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

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

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

15 E. If CONTRACTOR fails to maintain insurance as required in this Paragraph XII  
16 (INDEMNIFICATION AND INSURANCE) for the full term of this Agreement, such failure shall  
17 constitute a breach of CONTRACTOR's obligation hereunder and grounds for COUNTY to terminate  
18 this Agreement.

19 F. QUALIFIED INSURER

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

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

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

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

24 H. REQUIRED COVERAGE FORMS

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

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

29 I. REQUIRED ENDORSEMENTS

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

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

36 //

37 //

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

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

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

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

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

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

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

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

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

33 R. SUBMISSION OF INSURANCE DOCUMENTS

- 34 1. The COI and endorsements shall be provided to COUNTY as follows:  
35 a. Prior to the start date of this Agreement.  
36 b. No later than the expiration date for each policy.

37 //



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

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

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

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

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

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

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

21  
22 **XIII. INSPECTIONS AND AUDITS**

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

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

37 //

1 C. AUDIT RESPONSE

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

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

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

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

23  
24 **XIV. LICENSES AND LAWS**

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

33 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

34 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State  
35 reporting requirements regarding its employees and with all lawfully served Wage and Earnings  
36 Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the  
37 term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach



1 of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the  
2 COUNTY shall constitute grounds for termination of the Agreement.

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

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

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

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

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

- 16 1. ARRA of 2009.
- 17 2. WIC, Division 5, Community Mental Health Services.
- 18 3. WIC, Division 6, Admissions and Judicial Commitments.
- 19 4. WIC, Division 7, Mental Institutions.
- 20 5. HSC, §§1250 et seq., Health Facilities.
- 21 6. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 22 7. CCR, Title 9, Rehabilitative and Developmental Services.
- 23 8. CCR, Title 17, Public Health.
- 24 9. CCR, Title 22, Social Security.
- 25 10. CFR, Title 42, Public Health.
- 26 11. CFR, Title 45, Public Welfare.
- 27 12. USC Title 42. Public Health and Welfare.
- 28 13. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 29 14. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 30 15. 42 USC §1857, et seq., Clean Air Act.
- 31 16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 32 17. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 33 18. Policies and procedures set forth in Mental Health Services Act.
- 34 19. Policies and procedures set forth in DHCS Letters.
- 35 20. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.

36 //  
37 //

21. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

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

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

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

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

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

**XVI. MAXIMUM OBLIGATION**

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

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

**XVII. MINIMUM WAGE LAWS**

A. Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the

1 federal or California Minimum Wage to all its employees that directly or indirectly provide services  
2 pursuant to this Agreement, in any manner whatsoever. CONTRACTOR shall require and verify that  
3 all its contractors or other persons providing services pursuant to this Agreement on behalf of  
4 CONTRACTOR pay their employees no less than the greater of the federal or California Minimum  
5 Wage.

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

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

13  
14 **XVIII. NONDISCRIMINATION**

15 **A. EMPLOYMENT**

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

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

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

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

36 5. All solicitations or advertisements for employees placed by or on behalf of  
37 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration

1 for employment without regard to race, religious creed, color, national origin, ancestry, physical  
2 disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender  
3 identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements  
4 shall be deemed fulfilled by use of the term EOE.

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

10 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not  
11 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities  
12 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental  
13 disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender  
14 expression, age, sexual orientation, or military and veteran status in accordance with Title IX of the  
15 Education Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights  
16 Act of 1964 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division  
17 4, Chapter 6, Article 1 (§10800, et seq.) of the California Code of Regulations; and Title II of the  
18 Genetic Information Nondiscrimination Act of 2008, 42 USC 2000ff, et seq. as applicable, and all other  
19 pertinent rules and regulations promulgated pursuant thereto, and as otherwise provided by state law and  
20 regulations, as all may now exist or be hereafter amended or changed. For the purpose of this  
21 Nondiscrimination paragraph, Discrimination includes, but is not limited to the following based on one  
22 or more of the factors identified above:

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

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

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

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

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

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

36 1. Whenever possible, problems shall be resolved informally and at the point of service.  
37 CONTRACTOR shall establish an internal informal problem resolution process for clients not able to

1 resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with  
2 CONTRACTOR either orally or in writing.

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

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

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

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

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

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

25  
26 **XIX. NOTICES**

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

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

32 2. When faxed, transmission confirmed;

33 3. When sent by Email; or

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

36 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of  
37 this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,



1 transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United  
2 Parcel Service, or other expedited delivery service.

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

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

9  
10 **XX. NOTIFICATION OF DEATH**

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

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

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

21 2. WRITTEN NOTIFICATION

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

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

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

33  
34 **XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

5  
6 **XXII. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

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

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

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

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

37 //



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

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

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

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

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

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

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

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

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

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

29  
30 **XXIII. RESEARCH AND PUBLICATION**

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

33  
34 **XXIV. SEVERABILITY**

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

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

3  
4 **XXV. SPECIAL PROVISIONS**

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

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

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

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

37 //

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

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

5  
6 **XXVI. STATUS OF CONTRACTOR**

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

18  
19 **XXVII. TERM**

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

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

28  
29 **XXVIII. TERMINATION**

30 A. Either party may terminate this Agreement, without cause, upon ninety (90) calendar days  
31 written notice given the other party.

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

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

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

15 D. CONTINGENT FUNDING

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

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

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

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

37 //

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

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

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

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

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

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

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

22  
23 **XXIX. THIRD PARTY BENEFICIARY**

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

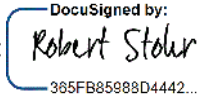
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28 **XXX. WAIVER OF DEFAULT OR BREACH**

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

34 //  
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1 IN WITNESS WHEREOF, the parties have executed this Agreement, in the County of Orange,  
2 State of California.

3  
4 UNITED STATES VETERANS INITIATIVE

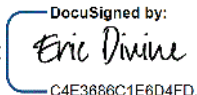
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6 BY:  \_\_\_\_\_ DATED: 10/17/2018  
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10 TITLE: Executive Director, U.S.VETS Bob Hope Patriotic Hall

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15 COUNTY OF ORANGE

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18 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
19 HEALTH CARE AGENCY

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

27  
28 BY:  \_\_\_\_\_ DATED: 10/17/2018  
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33  
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35 If the contracting party is a corporation, two (2) signatures are required: one (1) signature by the Chairman of the Board, the President or  
36 any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer.  
37 If the contract is signed by one (1) authorized individual only, a copy of the corporate resolution or by-laws whereby the board of directors  
has empowered said authorized individual to act on its behalf by his or her signature alone is required by ADMINISTRATOR



1 EXHIBIT A  
2 AGREEMENT FOR PROVISION OF  
3 EARLY INTERVENTION SERVICES FOR VETERAN COLLEGE STUDENTS  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 UNITED STATES VETERANS INITIATIVE  
8 JANUARY 1, 2019 THROUGH JUNE 30, 2021  
9

10 **I. COMMON TERMS AND DEFINITIONS**

11 A. The following standard definitions are for reference purposes only and may or may not apply in  
12 their entirety throughout the Agreement. The parties agree to the following terms and definitions, and to  
13 those terms and definitions which, for convenience, are set forth elsewhere in the Agreement.

14 1. Client or Individual means an individual, referred by COUNTY or enrolled in  
15 CONTRACTOR’s program for services under the Agreement, who is living with a serious and  
16 persistent mental illness.

17 2. Clinical Director means an individual who meets the minimum requirements set forth in  
18 Title 9, CCR, and has at least two (2) years of full-time professional experience working in a mental  
19 health setting.

20 3. Intake means the initial meeting between a Consumer and CONTRACTOR’s staff and  
21 includes an evaluation to determine if the Consumer meets program criteria and is willing to seek  
22 services.

23 4. Intern means an individual enrolled in an accredited graduate program accumulating  
24 clinically supervised work experience hours as part of field work, internship, or practicum requirements.  
25 Acceptable graduate programs include all programs that assist the student in meeting the educational  
26 requirements in becoming a MFT, a licensed CSW, or a licensed Clinical Psychologist.

27 5. MFT means Marriage and Family Therapist and refers to an individual who meets the  
28 minimum professional and licensure requirements set forth in CCR, Title 9, Section 625.

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

32 7. MHSA means Mental Health Services Act and refers to the law that provides funding for  
33 expanded community Mental Health Services. It is also known as “Proposition 63.”

34 8. Outreach means the Outreach to potential Consumers to link them to appropriate Mental  
35 Health Services and may include activities that involve educating the community about the services  
36 offered and requirements for participation in the programs. Such activities should result in the  
37 CONTRACTOR developing their own Consumer referral sources for the programs they offer.



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

6 10. Psychologist means an individual who meets the minimum professional and licensure  
7 requirements set forth in Title 9, CCR, Section 624.

8 11. Recovery means a process of change through which individuals improve their health and  
9 wellness, live a self-directed life, and strive to reach their full potential, and identifies four major  
10 dimensions to support Recovery in life:

11 a. Health: Overcoming or managing one’s disease(s) as well as living in a physically and  
12 emotionally healthy way;

13 b. Home: A stable and safe place to live;

14 c. Purpose: Meaningful daily activities, such as a job, school, volunteerism, family  
15 caretaking, or creative endeavors, and the independence, income, and resources to participate in society;  
16 and

17 d. Community: Relationships and social networks that provide support, friendship, love,  
18 and hope.

19 12. Referral means providing the effective linkage of a Consumer to another service, when  
20 indicated; with follow-up to be provided within five (5) working days to assure that the Consumer has  
21 made contact with the referred service.

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

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**II. BUDGET**

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

	<u>PERIOD</u> <u>ONE</u>	<u>PERIOD</u> <u>TWO</u>	<u>PERIOD</u> <u>THREE</u>	<u>TOTAL</u>
ADMINISTRATIVE COSTS				
Indirect Costs	\$ 21,475	\$ 42,950	\$ 42,950	\$ 107,375
SUBTOTAL				
ADMINISTRATIVE COSTS	\$ 21,475	\$ 42,950	\$ 42,950	\$ 107,375
 PROGRAM COSTS				
Salaries	\$ 124,275	\$ 248,550	\$ 248,550	\$ 621,375
Benefits	29,874	59,748	59,748	149,370
Services & Supplies	7,460	28,732	28,732	64,924
Start-up Costs	6,906	0	0	6,906
Subcontractors	<u>10,000</u>	<u>20,000</u>	<u>20,000</u>	<u>50,000</u>
SUBTOTAL				
PROGRAM COSTS	\$ 178,515	\$ 357,030	\$ 357,030	\$ 892,575
 TOTAL GROSS COSTS	 \$ 199,990	 \$ 399,980	 \$ 399,980	 \$ 999,950
 REVENUE				
MHSA	<u>199,990</u>	<u>399,980</u>	<u>399,980</u>	<u>999,950</u>
TOTAL REVENUE	\$ 199,990	\$ 399,980	\$ 399,980	\$ 999,950

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

C. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete financial records of its cost and operating expenses. Such records will reflect the actual cost of the type

1 of service for which payment is claimed. Any apportionment of or distribution of costs, including  
2 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will  
3 be made in accordance with GAAP.

4 D. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
5 Budget Paragraph of this Exhibit A to the Agreement.  
6

7 **III. PAYMENTS**

8 A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of  
9 \$33,332 per month for Period One, Period Two, and Period Three. All payments are interim payments  
10 only and are subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement  
11 for which CONTRACTOR shall be reimbursed for the actual cost of providing the services, which may  
12 include Indirect Administrative Costs, as identified in Subparagraph II.A. of this Exhibit A to the  
13 Agreement; provided, however, the total of such payments does not exceed COUNTY's Maximum  
14 Obligation for each period as specified in the Referenced Contract provisions of the Agreement and,  
15 provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, State and/or Federal  
16 regulations. ADMINISTRATOR may, at its discretion, pay supplemental billings for any month for  
17 which the provisional amount specified above has not been fully paid.

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

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

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

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

37 //

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

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

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

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

11  
12 **IV. REPORTS**

13 A. CONTRACTOR shall maintain records and make statistical reports as required by  
14 ADMINISTRATOR and the Department of Health Care Services on forms provided by either agency.

15 **B. FISCAL**

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

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

31 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.  
32 These reports shall contain required information, and be on a form acceptable to, or provided by,  
33 ADMINISTRATOR. CONTRACTOR shall submit these reports no later than twenty (20) calendar  
34 days following the end of the month being reported. CONTRACTOR must request in writing any  
35 extensions to the due date of the monthly required reports. If an extension is approved by  
36 ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

37 //

1 D. PROGRAMMATIC – Throughout the term of the Agreement, CONTRACTOR shall submit  
2 monthly programmatic reports to ADMINISTRATOR, including a program narrative and Performance  
3 outcome report, which shall be received by ADMINISTRATOR no later than fifteen (15) calendar days  
4 following the end of the month being reported. Programmatic reports shall be on a form acceptable to  
5 or provided by ADMINISTRATOR and shall include, but not be limited to, the following:

6 1. Training provided to staff; and

7 2. A description of CONTRACTOR's progress in implementing the provisions of the  
8 Agreement, highlights of any activities for the reporting month, and any pertinent facts or interim  
9 findings, staff changes, and status of licenses and/or certifications, changes in population served and  
10 reasons for any such changes. CONTRACTOR shall state whether it is or is not progressing  
11 satisfactorily in achieving all the terms of the Agreement, and if not, shall specify what steps are being  
12 taken to achieve satisfactory progress.

13 3. CONTRACTOR shall be prepared to present and discuss their programmatic reports at their  
14 monthly scheduled meetings with ADMINISTRATOR and shall state whether it is or is not progressing  
15 satisfactorily in achieving all the terms of this Agreement, and if not, shall specify what steps will be  
16 taken to achieve satisfactory progress.

17 E. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues  
18 that adversely affect the quality or accessibility of participant-related services provided by, or under  
19 contract with, the COUNTY as identified in the HCA P&Ps.

20 F. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional  
21 welfare of participants including, but not limited to, serious physical harm to self or others, serious  
22 destruction of property, developments, etc., and which may raise liability issues with COUNTY.  
23 CONTRACTOR shall notify COUNTY within twenty-four (24) hours of becoming aware of any such  
24 serious adverse incident, and complete a Special Incident Report in accordance with established P&Ps.

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

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

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

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V. SERVICES

A. FACILITIES

1. CONTRACTOR shall maintain one (1) facility, to be utilized as the administrative office, at the following location, or any other location approved, in advance, in writing, by ADMINISTRATOR:

United States Veterans Initiative  
800 W. 6<sup>th</sup> Street, Suite 1505  
Los Angeles, CA 90017

2. The administrative facility shall be open from at least 8:00 a.m. to 5:00 p.m. Monday through Friday; provided, however, CONTRACTOR shall modify these hours of operation, if required, once the program becomes operational.

3. Services will be provided on the campuses listed below. Additional campuses can be added based on mutual discussion with HCA. Any removal of campus-based services at the sites listed must be discussed with and approved by HCA.

COASTLINE COMMUNITY COLLEGE  
1515 Monrovia Avenue  
Newport Beach, CA 92663

IRVINE VALLEY COLLEGE  
5500 Irvine Center Drive  
Irvine, CA 92618

CYPRESS COLLEGE  
9200 Valley View Street  
Cypress, CA 90630

ORANGE COAST COLLEGE  
2701 Fairview Road  
Costa Mesa, CA 92626

FULLERTON COLLEGE  
321 E. Chapman Avenue  
Fullerton, CA 92832

SANTA ANA COLLEGE  
1530 W. 17th Street  
Santa Ana, CA 92706

GOLDEN WEST COLLEGE  
15744 Goldenwest Street  
Huntington Beach, CA 92647

B. PERSONS TO BE SERVED – The target population for the Veteran College Services program is adults, eighteen (18) years of age or older, residing in Orange County, who are veterans attending one of the seven (7) colleges listed above, or family members of the qualifying veteran college student, who are experiencing any level of behavioral health issues including those with mild to moderate mental



1 health and/or substance use issues, and those with serious mental illness (SMI), and/or co-occurring  
2 disorders.

3 C. ON CAMPUS COLLEGE VETERAN SERVICES

4 1. CONFIDENTIALITY REQUIREMENTS – CONTRACTOR agrees to maintain the  
5 confidentiality of all County and County-related records and information pursuant to all statutory laws  
6 relating to privacy and confidentiality that currently exist or exist at any time during the term of this  
7 contract. All such records and information shall be considered confidential and kept confidential by the  
8 CONTRACTOR and the CONTRACTOR’s staff, agents and employees.

9 2. SERVICES

10 a. CONTRACTOR shall establish relationships with the identified seven (7) college  
11 campuses in order to provide services on campus and to secure space for service provision.

12 b. CONTRACTOR shall establish a centralized referral system to be used to receive  
13 referrals. The referral system shall include the ability to receive referrals when offices are closed  
14 including evening, weekend, after-hour, and holidays.

15 c. CONTRACTOR shall have sufficient and appropriate staff to triage incoming calls and  
16 walk-ins, during the hours that the program is providing services, Monday through Friday. Based on the  
17 triage assessment, staff shall make an appointment for intake and enrollment in services.

18 d. CONTRACTOR shall establish offices on each of the seven (7) campuses to provide  
19 services. Staff will establish hours for walk-in appointments at each campus to meet with individuals  
20 considering services. Staff will also conduct outreach and/or post promotional materials on campus at  
21 veteran resource centers, areas where students congregate such as food courts and libraries, and student  
22 centers to promote services.

23 e. CONTRACTOR will work with campus staff at all seven (7) campuses including  
24 counseling centers, veteran resource centers, and other appropriate campus programs or clubs to inform  
25 them on how to make referrals and link students to program services.

26 f. CONTRACTOR shall offer a referral appointment within three (3) days of participant  
27 request. Intake appointments for all referred participants will be provided on the college campus the  
28 individual attends or designated program office.

29 g. During the initial intake appointment, CONTRACTOR shall complete a needs  
30 assessment to determine appropriate services. At minimum, the assessment shall include the areas of  
31 housing, mental health, substance use, military service history including deployments, medications,  
32 family/legal/and early education histories, other care providers, employment, benefits, and areas of  
33 identified service needs. A complete intake assessment shall be completed by the second individual  
34 session.

35 h. CONTRACTOR shall develop participant agreements for program participation,  
36 informed consent, HIPAA acknowledgement, and confidentiality practices.

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1 i. CONTRACTOR shall utilize evidence-based practices and incorporate trauma-  
2 informed care and the recovery model in service delivery.

3 j. Based on the intake needs assessment, CONTRACTOR shall create a service plan to  
4 identify and offer appropriate services including individual counseling, family/partner counseling, group  
5 counseling and/or case management.

6 1) Individual Counseling: provided by the clinical psychologist, licensed clinical  
7 social worker (LCSW) and/or social work interns (clinical staff) at all seven (7) campuses for a  
8 combined total of eight hundred forty (840) sessions to two hundred eighty (280) individuals. Sessions  
9 will be offered at minimum weekly with no limit on number of sessions a participant can attend. An  
10 individualized service plan shall be completed for each participant within their first two sessions.  
11 Clinical staff shall also link participants with available resources both on campus and in the community  
12 to support the participant in being successful in the school environment.

13 2) Family/Partner Counseling: provided by the clinical staff at all seven (7) campuses  
14 for a combined total of fifty-six (56) sessions for twenty-eight (28) families/couples or a minimum of  
15 fifty-six (56) individuals. Sessions will include at least two individuals. Family/partner counseling shall  
16 be used as a tool to further support the veteran student and shall address needs identified in the  
17 participant's individualized service plan. If an individualized service plan has not been completed in the  
18 participant's individual sessions, it shall be completed at the first family/partner counseling session.  
19 Clinical staff shall also link participants with available resources both on campus and in the community  
20 to support the participant in being successful in the school environment.

21 3) Group Counseling: provided by clinical staff at all seven (7) campuses for a  
22 combined total of one hundred forty (140) sessions for a minimum of seven hundred (700) students per  
23 year. Group counseling sessions topics will include academic planning, time management, stress and  
24 anger management, effective communication skills, transitional issues, post-traumatic stress, suicide  
25 prevention, and other related topics. Participant attendance information shall be collected for all  
26 sessions. Clinical staff shall also link participants with available resources both on campus and in the  
27 community to support the participant in being successful in the school environment.

28 4) Case Management: provided by case managers at all seven (7) campuses for a  
29 minimum combined total of two hundred twenty-four (224) individual sessions for a minimum of one  
30 hundred twelve (112) individuals. Sessions will include completing a service plan based on the intake  
31 needs assessment. The service plan shall be completed in the first case management session and will  
32 identify needed referrals, barriers to accessing services and a plan to overcome barriers, and  
33 opportunities for stigma reduction to further support school success and well-being. Referrals and  
34 confirmed linkages shall be tracked and monitored as a tool for successful connection to supportive  
35 services.

36 5) Educational Workshop Sessions: provided by clinicians at each of the seven (7)  
37 campuses for a combined total of twenty-one (21) sessions to a minimum of four hundred twenty (420)

1 students and two hundred ten (210) college staff. Education sessions will be provided on topics and  
2 content reviewed by and approved by the ADMINISTRATOR. Sessions for students will focus on skill  
3 development and tools for successful transition to school environment. Sessions for staff will focus on  
4 stigma reduction and cultural competency.

5 6) Outreach events: staff will participate in a minimum of three (3) college events on  
6 all seven (7) campuses for the purpose of informing the college community about program services,  
7 increasing cultural competency on campus, and reducing stigma. A minimum of twenty-one (21) events  
8 will be attended, with a minimum of two thousand one hundred seventy (2,170) student contacts. Staff  
9 will collect participant contacts at each event. Events will include resource fairs, health fairs, and other  
10 appropriate campus events that serve the target population. At least one event on each campus will be  
11 the student orientation.

12 7) Resource Booklet: staff will identify and compile resources for the target  
13 population to create a resource guide for each of the seven (7) college campuses per fiscal year. The  
14 first guide will be completed within the first year of program operations. The guide will be unique to  
15 the services provided on and around the college campus that support the student veteran.

16 k. ADMINISTRATOR shall monitor and have the right to inspect all services and  
17 locations at which CONTRACTOR is providing services under the terms of the Agreement.

18 3. REFERRAL AND INTAKE PROCESS:

19 a. CONTRACTOR shall accept referrals from individuals self-referring and from the  
20 community. Campus outreach events, education sessions, and workshops shall also serve as  
21 opportunities for individuals to learn about services and refer into the program for services.

22 b. CONTRACTOR shall complete all necessary forms required by the County;

23 c. CONTRACTOR shall complete intake for all referred participants seeking services;

24 d. CONTRACTOR shall administer all pre-tests, post-tests, and outcome measures  
25 decided upon with HCA; and

26 e. CONTRACTOR shall assign participants a behavioral health clinician and/or case  
27 manager as appropriate.

28 4. CONTRACTOR shall develop an internal quality management procedure for review of all  
29 charts to be reviewed with HCA. CONTRACTOR shall ensure that all chart documentation complies  
30 with all federal, state, and COUNTY guidelines and standards; and will develop a chart review process  
31 with COUNTY staff monthly.

32 5. CONTRACTOR shall ensure that all clinical documentation is completed promptly and is  
33 reflected on the participant's chart within seventy-two (72) hours after the completion of services.

34 D. PERFORMANCE CRITERIA AND OUTCOMES MEASUREMENT - CONTRACTOR  
35 agrees to meet at a minimum the performance criteria identified below:

36 1. Performance objective for each service provided as outlined in this agreement;

37 2. Satisfied with services and impacted by the program: Participant Satisfaction Survey;

- 3. Successfully progressed to achieving established goals: Goals achieved in service plan;
- 4. Participant satisfaction with groups: Group Feedback Survey;
- 5. Successfully accessed needed services: Referrals and confirmed linkages made;
- 6. Improvement in mental health functioning: Outcome Questionnaire (OQ 30.2); and
- 7. Improvement in well-being: PROMIS Global Health (Adult).

E. DATA REPORTING AND PERFORMANCE OUTCOMES

1. CONTRACTOR shall complete Performance Outcome Measures as required by COUNTY on an agreed upon form.

2. CONTRACTOR shall compile, organize, and track participants' data and outcomes. These reports shall be submitted to the Navigation, Innovation, and Training Division by the fifteenth (15th) of the following month.

3. Outcome objectives for the program are the following:

- a. Increase in participants' overall mental health functioning;
- b. Increase in participants' physical, mental and overall well-being;
- c. Increase in number of successful linkages to behavioral health services; and
- d. Decrease in number of barriers to accessing services as indicated by successful steps achieved in service plan.

4. CONTRACTOR shall collect data in the following areas monthly:

- a. Total number of referrals;
- b. Total number of linkages;
- c. Demographic data on all new participants;
- d. Pre-test data on all new participants;
- e. Number of individual, group, case management, and family/partner sessions provided;
- f. Number of individuals participating in individual, group, case management, and family/partner sessions;
- g. Number of Outreach sessions provided and number of attendees;
- h. Number of Educational Workshop sessions provided;
- i. Number of participants attending Educational Workshop sessions;
- j. Post-test data to be administered as determined in agreement with ADMINISTRATOR;

and

- k. Discharge status of all enrolled participants.

5. ADMINISTRATOR shall develop and provide CONTRACTOR with performance outcome measure guidelines for the purpose of evaluating the impact and/or contribution of CONTRACTOR's services on the well-being of COUNTY residents being served under the terms of the Agreement. The expected outcomes for the Monitoring Plan are to enable participants to adaptively function at a higher and more appropriate level and to provide a quantifiable and repeatable measure to assess overall program effectiveness.

1 6. CONTRACTOR shall cooperate in data collection in order to develop baseline figures for  
2 future evaluation and report performance in terms of participants' satisfaction and duration of services.

3 7. ADMINISTRATOR AND CONTRACTOR shall review performance outcomes monthly to  
4 determine if deliverables are being met.

5 F. CONTRACTOR RESPONSIBILITIES

6 1. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of all  
7 P&Ps. CONTRACTOR shall provide signature confirmation of the P&P training for each staff member  
8 and place it in their personnel files.

9 2. CONTRACTOR shall ensure that all newly hired staff complete the COUNTY's New  
10 Provider Training and existing staff complete the COUNTY's Annual Provider Training.

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

13 4. CONTRACTOR shall agree to adopt and comply with the written Quality Improvement  
14 Implementation Plan and procedures provided by ADMINISTRATOR which describe the requirements  
15 for quality improvement, supervisory review, and service monitoring.

16 5. CONTRACTOR shall utilize ADMINISTRATOR approved forms to collect pertinent data,  
17 which would be entered and analyzed for participant's level of satisfaction, program management, and  
18 quality improvement purposes. Documentation standards for participant progress notes shall be agreed  
19 upon with ADMINISTRATOR approval.

20 6. CONTRACTOR shall maintain on file at the facility, meeting minutes and records of all  
21 quality improvement meetings and processes. Such records and minutes shall also be subject to regular  
22 review by ADMINISTRATOR in the manner specified in the Quality Improvement Implementation  
23 Plan and ADMINISTRATOR's P&Ps.

24 7. CONTRACTOR shall attend:

25 a. Monthly meetings with ADMINISTRATOR to discuss contractual and other issues  
26 related to, but not limited to compliance with P&Ps, statistics and services.

27 b. Clinical staff training for individuals by ADMINISTRATOR. Such training shall be  
28 conducted by CONTRACTOR and/or ADMINISTRATOR.

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

34 H. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to  
35 conduct research activity on COUNTY participants without obtaining prior written authorization from  
36 ADMINISTRATOR.

37 //



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

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

17 J. CONTRACTOR shall have a full understanding of all Agreement requirements as written in the  
18 entirety of this Agreement.

19 K. CONTRACTOR shall follow all Literature, Advertisement, and Social Media requirements as  
20 indicated in paragraph XV of the Agreement.

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

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

30 L. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold  
31 languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained.

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



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

3  
 4 **VI. STAFFING**

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

	<u>FTE</u>
10 Executive Director	0.05
11 Operations Manager	0.05
12 Clinical Psychologist/Director	1.00
13 Licensed Therapist	1.00
14 Case Manager III	1.00
15 Program Data/Intake Specialist	0.50
16 Subcontractor	<u>0.50</u>
17 TOTAL FTE	4.10

18  
 19 B. CONTRACTOR shall recruit, hire, train, and maintain staff who are veterans themselves,  
 20 family members of veterans, or fully knowledgeable, experienced, and trained in working with veterans  
 21 and veteran culture. Documentation may include, but not be limited to records attesting to efforts made  
 22 in recruitment and hiring practices and identification of measures taken to enhance accessibility for  
 23 potential staff in these categories.

- 24 C. Administrative staff roles and responsibilities shall include, but not be limited to:
- 25 1. Coordination and supervision of all services and programs delivered through this contract;
  - 26 2. Staff recruitment, hiring, training, and supervision;
  - 27 3. Program development;
  - 28 4. Development of all P&Ps regarding the program; at a minimum, P&P's shall be reviewed  
 29 annually and revised as needed;
  - 30 5. Submittal of monthly performance outcome data to ADMINISTRATOR with verification  
 31 that outcome data is correct; and
  - 32 6. Fiscal and programmatic management of the program operating budget.

33 D. Clinical Psychologists will provide direct services including counseling, outreach, educational  
 34 workshops, and case management; plan intervention and outreach service delivery; coordinate services  
 35 with campus staff and programs; conduct program management, quality assurance, and evaluation  
 36 activities as well as Annual Provider Training.

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1 E. Licensed Therapists provide individual, partner/family, and group counseling services,  
2 outreach, and case management

3 F. Case Manager IIIs provide guidance and resources to participants thorough collaborative case  
4 management sessions.

5 G. Program Data/Intake Specialist oversees database system for quality and integrity. Develops  
6 and completes program data reports.

7 H. CONTRACTOR shall maintain personnel files for each staff member, including the  
8 management and other administrative positions, which shall include, but not be limited to, an  
9 application for employment, qualifications for the position, documentation of bicultural/bilingual  
10 capabilities (if applicable), pay rate and evaluations justifying pay increases.

11 I. CONTRACTOR's administrative staff holiday schedule shall be consistent with COUNTY's  
12 holiday schedule unless otherwise approved, in advance and in writing, by ADMINISTRATOR.

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

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1 EXHIBIT B  
2 AGREEMENT FOR PROVISION OF  
3 EARLY INTERVENTION SERVICES FOR VETERAN COLLEGE STUDENTS  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 UNITED STATES VETERANS INITIATIVE  
8 JANUARY 1, 2019 THROUGH JUNE 30, 2021  
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, B, and C to the Agreement or in subparagraph B below, shall have  
14 the same meaning given to such terms under HIPAA, the HITECH Act, and their implementing  
15 regulations at 45 CFR Parts 160 and 164 HIPAA regulations as they may exist now or be hereafter  
16 amended.

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

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

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

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

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

1 Privacy and the Security rules, as they may exist now or be hereafter amended, with respect to PHI and  
2 ePHI created, received, maintained, transmitted, used, or disclosed pursuant to the Agreement.

3 B. DEFINITIONS

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

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

33 4. "DRS" shall have the meaning given to such term under the HIPAA Privacy Rule in  
34 45 CFR § 164.501.

35 5. "Disclosure" shall have the meaning given to such term under the HIPAA regulations in  
36 45 CFR § 160.103.

37 //

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

3 7. "Individual" shall have the meaning given to such term under the HIPAA Privacy Rule in  
4 45 CFR § 160.103 and shall include a person who qualifies as a personal representative in accordance  
5 with 45 CFR § 164.502(g).

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

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

11 10. "PHI" shall have the meaning given to such term under the HIPAA regulations in  
12 45 CFR § 160.103.

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

15 12. "Secretary" shall mean the Secretary of the Department of Health and Human Services or  
16 his or her designee.

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

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

24 15. "Subcontractor" shall have the meaning given to such term under the HIPAA regulations in  
25 45 CFR § 160.103.

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

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

32 18. "Use" shall have the meaning given to such term under the HIPAA regulations in  
33 45 CFR § 160.103.

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

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

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

5 3. CONTRACTOR agrees to comply with the HIPAA Security Rule at Subpart C of  
6 45 CFR Part 164 with respect to electronic PHI COUNTY discloses to CONTRACTOR or  
7 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY.

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

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

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

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

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

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

32 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to  
33 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,  
34 and to make information related to such Disclosures available as would be required for COUNTY to  
35 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with  
36 45 CFR § 164.528.

37 //



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

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

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

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

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

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

37 //

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

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

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

9 D. SECURITY RULE

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

17 2. CONTRACTOR shall implement reasonable and appropriate policies and procedures to  
18 comply with the standards, implementation specifications and other requirements of  
19 45 CFR Part 164, Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide  
20 COUNTY with its current and updated policies upon request.

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

26 a. Complying with all of the data system security precautions listed under subparagraphs  
27 E, below;

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

30 c. Providing a level and scope of security that is at least comparable to the level and scope  
31 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 4. CONTRACTOR shall ensure that any subcontractors that create, receive, maintain, or  
35 transmit ePHI on behalf of CONTRACTOR agree through a contract with CONTRACTOR to the same  
36 restrictions and requirements contained in this subparagraph D of this Business Associate Contract.

37 //

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

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

7 E. DATA SECURITY REQUIREMENTS

8 1. Personal Controls

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

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

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

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

34 2. Technical Security Controls

35 a. Workstation/Laptop encryption. All workstations and laptops that store PHI COUNTY  
36 discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of  
37 COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which

1 is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the  
2 COUNTY.

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

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

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

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

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

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

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

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

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

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

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

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

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

n. Intrusion Detection. All systems involved in accessing, holding, transporting, and protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,

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1 or transmits on behalf of COUNTY that are accessible via the Internet must be protected by a  
2 comprehensive intrusion detection and prevention solution.

3 3. Audit Controls

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

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

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

17 4. Business Continuity/Disaster Recovery Control

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

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

30 5. Paper Document Controls

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

37 //



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

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

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

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

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

22 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

16 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in  
17 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the  
18 COUNTY.

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

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

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

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

36 9. If the Breach is the fault of CONTRACTOR, CONTRACTOR shall bear all expense or  
37 other costs associated with the Breach and shall reimburse COUNTY for all expenses COUNTY incurs

1 in addressing the Breach and consequences thereof, including costs of investigation, notification,  
2 remediation, documentation or other costs associated with addressing the Breach.

3 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

13 1) The Disclosure is required by law; or

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

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

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

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

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

28 H. PROHIBITED USES AND DISCLOSURES

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

34 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI  
35 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on  
36 behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by  
37 42 USC § 17935(d)(2).

1 I. OBLIGATIONS OF COUNTY

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

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

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

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

13 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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1 EXHIBIT C  
2 AGREEMENT FOR PROVISION OF  
3 EARLY INTERVENTION SERVICES FOR VETERAN COLLEGE STUDENTS  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 UNITED STATES VETERANS INITIATIVE  
8 JANUARY 1, 2019 THROUGH JUNE 30, 2021  
9

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

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

13 A. DEFINITIONS

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

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

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

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

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

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

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

32 8. "PI" shall have the meaning given to such term in California Civil Code § 1798.3(a).

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



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

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

7 B. TERMS OF AGREEMENT

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

12 2. Responsibilities of CONTRACTOR

13 CONTRACTOR agrees:

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

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

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

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

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

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



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

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

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

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

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

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

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

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