

1 AGREEMENT FOR PROVISION OF  
2 CHILDREN'S FULL SERVICE  
3 PARTNERSHIP/WRAPAROUND SERVICES  
4 BETWEEN  
5 COUNTY OF ORANGE  
6 AND  
7 PATHWAYS COMMUNITY SERVICES, LLC  
8 JANUARY 1, 2017 THROUGH JUNE 30, 2019  
9

10 THIS AGREEMENT entered into this 1st day of January 2017, which date is enumerated for  
11 purposes of reference only, is by and between the COUNTY OF ORANGE (COUNTY) and  
12 PATHWAYS COMMUNITY SERVICES, LLC, a Delaware limited liability company  
13 (CONTRACTOR). This Agreement shall be administered by the County of Orange Health Care Agency  
14 (ADMINISTRATOR).  
15

16 **W I T N E S S E T H:**  
17

18 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of  
19 Children's Full Service Partnership/Wraparound Services described herein to the residents of Orange  
20 County; and

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

23 NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

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**REFERENCED CONTRACT PROVISIONS**

**Term:** January 1, 2017 through June 30, 2019

**Maximum Obligation:**

Period One Maximum Obligation:	\$ 2,383,792
Period Two Maximum Obligation:	4,652,516
Period Three Maximum Obligation:	<u>4,633,672</u>
<b>TOTAL MAXIMUM OBLIGATION:</b>	<b>\$11,669,980</b>

**Basis for Reimbursement:** Actual Cost

**Payment Method:** Monthly in Arrears

**CONTRACTOR DUNS Number:** 92-958-0897

**CONTRACTOR TAX ID Number:** 33-0797276

**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:** Pathways Community Services, LLC  
4281 Katella Avenue, Suite 201  
Los Alamitos, CA 90720  
Susan Burns, State Director  
EMAIL: susan.burns@pathways.com

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**I. ACRONYMS**

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

- 1 A. ARRA American Recovery and Reinvestment Act
- 2 B. BHS Behavioral Health Services
- 3 C. CCC California Civil Code
- 4 D. CCR California Code of Regulations
- 5 E. CEO County Executive Office
- 6 F. CFR Code of Federal Regulations
- 7 G. CHPP COUNTY HIPAA Policies and Procedures
- 8 H. COI Certificate of Insurance
- 9 I. CRS Crisis Residential Services
- 10 J. CSW Clinical Social Worker
- 11 K. DD Dual Diagnosis
- 12 L. D/MC Drug/Medi-Cal
- 13 M. DHCS Department of Health Care Services
- 14 N. DRS Designated Record Set
- 15 O. DSH Direct Service Hour
- 16 P. ePHI Electronic Protected Health Information
- 17 Q. EPSDT Early Periodic Screening, Diagnosis, and Treatment
- 18 R. FSP/W Full Service Partnership/Wraparound
- 19 S. GAAP Generally Accepted Accounting Principles
- 20 T. HCA Health Care Agency
- 21 U. HHS Health and Human Services
- 22 V. HIPAA Health Insurance Portability and Accountability Act of 1996, Public  
23 Law 104-191
- 24 W. HSC California Health and Safety Code
- 25 X. IRIS Integrated Records and Information System
- 26 Y. ISO Insurance Services Office
- 27 Z. LCSW Licensed Clinical Social Worker
- 28 AA. LPT Licensed Psychiatric Technician
- 29 AB. LVN Licensed Vocational Nurse
- 30 AC. MFT Marriage and Family Therapist
- 31 AD. MHP Mental Health Plan
- 32 AE. MHSA Mental Health Services Act
- 33 AF. MIHS Medical and Institutional Health Services
- 34 AG. NOA-A Notice of Action

1	AH. NPI	National Provider Identifier
2	AI. NPP	Notice of Privacy Practices
3	AJ. OIG	Office of Inspector General
4	AK. OMB	Office of Management and Budget
5	AL. OPM	Federal Office of Personnel Management
6	AM. PC	State of California Penal Code
7	AN. PHI	Protected Health Information
8	AO. PII	Personally Identifiable Information
9	AP. PRA	Public Record Act
10	AQ. QIC	Quality Improvement Committee
11	AR. SIR	Self-Insured Retention
12	AS. SSA	Social Services Agency
13	AT. TAY	Transitional Age Youth
14	AU. TBS	Therapeutic Behavioral Services
15	AV. USC	United States Code
16	AW. WIC	State of California Welfare and Institutions Code
17	AX. WOC	Wraparound Orange County

18  
19 **II. ALTERATION OF TERMS**

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

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

27  
28 **III. ASSIGNMENT OF DEBTS**

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

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**IV. COMPLIANCE**

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

1. ADMINISTRATOR shall provide CONTRACTOR with a copy of the relevant HCA policies and procedures relating to HCA’s Compliance Program, HCA’s Code of Conduct and General Compliance Trainings.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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**V. CONFIDENTIALITY**

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

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

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

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

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

**VI. COST REPORT**

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

1 COUNTY no later than five (5) business days following approval by ADMINSTRATOR of all  
2 individual Cost Reports to be incorporated into a consolidated Cost Report.

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

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

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

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

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

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

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

1 to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due  
2 COUNTY.

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

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

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

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

20  
21 Signed \_\_\_\_\_  
22 Name \_\_\_\_\_  
23 Title \_\_\_\_\_  
24 Date \_\_\_\_\_"

25  
26 **VII. DEBARMENT AND SUSPENSION CERTIFICATION**

27 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

16  
17 **VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

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

37 //

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

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

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

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

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

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

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

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

29  
30 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

31 CONTRACTOR warrants that it shall fully comply with all federal and state statutes and regulations  
32 regarding the employment of aliens and others and to ensure that employees, subcontractors, and  
33 consultants performing work under this Agreement meet the citizenship or alien status requirement set  
34 forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees,  
35 subcontractors, and consultants performing work hereunder, all verification and other documentation of  
36 employment eligibility status required by federal or state statutes and regulations including, but not  
37 limited to, the Immigration Reform and Control Act of 1986, 8 USC §1324 et seq., as they currently exist

1 and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all  
2 covered employees, subcontractors, and consultants for the period prescribed by the law.

### 3 4 **X. EQUIPMENT**

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

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

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

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

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

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

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

5 H. CONTRACTOR shall maintain and administer a sound business program for ensuring the proper  
6 use, maintenance, repair, protection, insurance, and preservation of COUNTY Equipment.  
7

8 **XI. FACILITIES, PAYMENTS AND SERVICES**

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

14 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or  
15 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Maximum Obligation  
16 for the appropriate Period as well as the Total Maximum Obligation. The reduction to the Maximum  
17 Obligation for the appropriate Period as well as the Total Maximum Obligation shall be in an amount  
18 proportionate to the number of days in which CONTRACTOR was determined to be unable to provide  
19 services, staffing, facilities or supplies.  
20

21 **XII. INDEMNIFICATION AND INSURANCE**

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

32 B. Prior to the provision of services under this Agreement, CONTRACTOR agrees to purchase all  
33 required insurance at CONTRACTOR's expense, including all endorsements required herein, necessary  
34 to satisfy COUNTY that the insurance provisions of this Agreement have been complied with.  
35 CONTRACTOR agrees to keep such insurance coverage, COIs, and endorsement on deposit with  
36 COUNTY during the entire term of this Agreement. In addition, all subcontractors performing work on  
37 //



1 | behalf of CONTRACTOR pursuant to this Agreement shall obtain insurance subject to the same terms  
2 | and conditions as set forth herein for CONTRACTOR.

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

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

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

18 | F. QUALIFIED INSURER

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

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

23 H. REQUIRED COVERAGE FORMS

- 24 1. The Commercial General Liability coverage shall be written on ISO form CG 00 01, or a  
 25 substitute form providing liability coverage at least as broad.  
 26 2. The Business Automobile Liability coverage shall be written on ISO form CA 00 01, CA 00  
 27 05, CA 00 12, CA 00 20, or a substitute form providing coverage at least as broad.

28 I. REQUIRED ENDORSEMENTS

- 29 1. The Commercial General Liability policy shall contain the following endorsements, which  
 30 shall accompany the COI:  
 31 a. An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at  
 32 least as broad naming the County of Orange, its elected and appointed officials, officers, employees, and  
 33 agents as Additional Insureds.  
 34 b. A primary non-contributing endorsement evidencing that the CONTRACTOR's  
 35 insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be  
 36 excess and non-contributing.

37 //

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

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

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

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

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

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

18 M. If CONTRACTOR's Professional Liability or Network Security & Privacy Liability policies are  
19 a "claims made" policy, CONTRACTOR shall agree to maintain coverage for two (2) years following  
20 completion of Agreement.

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

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

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

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

35 R. SUBMISSION OF INSURANCE DOCUMENTS

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

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

1 b. No later than the expiration date for each policy.  
2 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding  
3 changes to any of the insurance types as set forth in Subparagraph G. of the Indemnification and  
4 Insurance Paragraph of the Agreement.

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

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

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

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

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

20 4. In no cases shall assurances by CONTRACTOR, its employees, agents, including any  
21 insurance agent, be construed as adequate evidence of insurance. COUNTY will only accept valid COIs  
22 and endorsements, or in the interim, an insurance binder as adequate evidence of insurance coverage.  
23

24 **XIII. INSPECTIONS AND AUDITS**

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

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

3 C. AUDIT RESPONSE

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

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

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

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

25  
26 **XIV. LICENSES AND LAWS**

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

35 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

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

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

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

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

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

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

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

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

- 22 1. ARRA of 2009.
- 23 2. WIC, Division 5, Community Mental Health Services.
- 24 3. WIC, Division 6, Admissions and Judicial Commitments.
- 25 4. WIC, Division 7, Mental Institutions.
- 26 5. HSC, §§1250 et seq., Health Facilities.
- 27 6. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 28 7. CCR, Title 9, Rehabilitative and Developmental Services.
- 29 8. CCR, Title 17, Public Health.
- 30 9. CCR, Title 22, Social Security.
- 31 10. CFR, Title 42, Public Health.
- 32 11. CFR, Title 45, Public Welfare.
- 33 12. USC Title 42. Public Health and Welfare.
- 34 13. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 35 14. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 36 15. 42 USC §1857, et seq., Clean Air Act.
- 37 16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.

- 1 17. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 2 18. Policies and procedures set forth in Mental Health Services Act.
- 3 19. Policies and procedures set forth in DHCS Letters.
- 4 20. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 5 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
- 6 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
- 7 Federal Awards.

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

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

14  
 15 **XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

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

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**XVI. MAXIMUM OBLIGATION**

A. The Total Maximum Obligation of COUNTY for services provided in accordance with this Agreement and the separate Maximum Obligations, 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 original amount of the first year of funding for this Agreement.

**XVII. MINIMUM WAGE LAWS**

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

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

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

**XVIII. NONDISCRIMINATION**

**A. EMPLOYMENT**

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

2. CONTRACTOR and its Covered Individuals shall not discriminate against employees or applicants for employment in the areas of employment, promotion, demotion or transfer; recruitment or



1 recruitment advertising; layoff or termination; rate of pay or other forms of compensation; and selection  
2 for training, including apprenticeship.

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

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

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

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

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

- 33 1. Denying a client or potential client any service, benefit, or accommodation.
- 34 2. Providing any service or benefit to a client which is different or is provided in a different  
35 manner or at a different time from that provided to other clients.
- 36 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by  
37 others receiving any service or benefit.

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

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

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

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

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

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

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

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

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

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

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**XIX. NOTICES**

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

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

**XX. NOTIFICATION OF DEATH**

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

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

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

2. WRITTEN NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- 11 1. Have documents readily available within forty-eight (48) hour notice of a scheduled audit or  
12 site visit.
- 13 2. Provide auditor or other authorized individuals access to documents via a computer terminal.
- 14 3. Provide auditor or other authorized individuals a hardcopy printout of documents, if  
15 requested.

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

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

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

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

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

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

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

36 //  
37 //

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

4  
5 **XXIII. RESEARCH AND PUBLICATION**

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

8  
9 **XXIV. SEVERABILITY**

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

15  
16 **XXV. SPECIAL PROVISIONS**

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

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

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

- 3 1. Funding travel or training (excluding mileage or parking).
- 4 2. Making phone calls outside of the local area unless documented to be directly for the  
5 purpose of client care.
- 6 3. Payment for grant writing, consultants, certified public accounting, or legal services.
- 7 4. Purchase of artwork or other items that are for decorative purposes and do not directly  
8 contribute to the quality of services to be provided pursuant to this Agreement.
- 9 5. Purchasing or improving land, including constructing or permanently improving any  
10 building or facility, except for tenant improvements.
- 11 6. Providing inpatient hospital services or purchasing major medical equipment.
- 12 7. Satisfying any expenditure of non-federal funds as a condition for the receipt of federal  
13 funds (matching).

14  
15 **XXVI. STATUS OF CONTRACTOR**

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

27  
28 **XXVII. TERM**

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

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

37 //

**XXVIII. TERMINATION**

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

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

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

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

**D. CONTINGENT FUNDING**

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

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



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

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

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

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

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

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

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

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

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

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

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

30  
31 **XXIX. THIRD PARTY BENEFICIARY**

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

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


36 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any  
37 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this

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

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

3  
4 PATHWAYS COMMUNITY SERVICES, LLC


5 DocuSigned by:  
6 BY:  \_\_\_\_\_ DATED: 10/20/2016  
7 AC9D0A4C57094DE...

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9 TITLE: CA State Director  
10 \_\_\_\_\_

11  
12  
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14  
15 COUNTY OF ORANGE

16  
17  
18 BY: \_\_\_\_\_ DATED: \_\_\_\_\_  
19 HEALTH CARE AGENCY

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

27  
28 DocuSigned by:  
29 BY:  \_\_\_\_\_ DATED: 10/20/2016  
30 DEPUTY  
31 6936FA93366254F6...

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

EXHIBIT A  
AGREEMENT FOR PROVISION OF  
CHILDREN'S FULL SERVICE  
PARTNERSHIP/WRAPAROUND SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
PATHWAYS COMMUNITY SERVICES, LLC  
JANUARY 1, 2017 THROUGH JUNE 30, 2019

**I. COMMON TERMS AND DEFINITIONS**

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

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

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

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

D. Data Collection Reporting system means the collection of State mandated data used for the tracking and reporting of outcome data for Clients enrolled in FSP/W programs.

1. 3 M's means the Quarterly Assessment Form being completed for each Client every three months in the approved Data Collection System. It tracks changes in education, sources of financial support, legal issues/designations, health status, substance abuse, and any other fields set forth by the State and/or the County. Must be completed not more than 14 days prior to or 30 days after the due date.

2. Data Certification means reviewing outcome data mandated by the state and COUNTY for accuracy and signing a Certification of Accuracy of Data form indicating that the data is accurate.

3. Key Event Tracking (KET) means the tracking of a Client's service movement and changes in the approved Data Collection System. A KET must be completed following the DCR business rules and entered accurately each time the CONTRACTOR is reporting a change from previous Client status in certain categories. The categories include: administrative status, residential status (including incarcerations and hospitalizations), employment, education, benefits acquisition, legal status, emergency interventions and any other fields set forth by the State or County.

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1 4. Partnership Assessment Form (PAF) means the baseline Assessment for each Client (as  
2 defined by the State and/or County) that must be completed in full and entered into the DCR system  
3 within thirty (30) days of the Client’s enrollment date All DCR business rules regarding transferring and  
4 re-enrolling clients must be followed and verified prior to entering a PAF in the system.

5 E. Diagnosis means identifying the nature of a Client's disorder. When formulating the Diagnosis  
6 of Client, CONTRACTOR shall use the diagnostic codes as specified in the most current edition of the  
7 Diagnostic and Statistical Manual of Mental Disorders (DSM) published by the American Psychiatric  
8 Association. DSM diagnoses will be recorded on all IRIS documents, as appropriate.

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

13 G. Early Periodic Screening Diagnostic and Treatment (EPSDT) means the State of California’s  
14 implementation of the Federal child health component of Medicaid program which provides physical,  
15 mental, and developmental health services for children and young adults.

16 H. Education Coordinator means an individual who is responsible for providing assistance and  
17 support with educational and vocational services as well as developing resources for those Clients that  
18 wish to further their education or training.

19 I. Employment Coordinator means an individual who provides pre-employment training, job  
20 orientation, and site training to Clients. This individual is also responsible for assisting Clients with job  
21 application procedures; teaching social, grooming and dress-for-success personal hygiene skills to  
22 Clients; and coaching Clients on how to maintain employment. This individual will develop  
23 employment resources that match the needs of the program’s Clients. In addition, the Employment  
24 Coordinator may provide on-the-job mentoring and will work closely with the hiring companies and  
25 Clients.

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

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

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

37 //

1 M. Full Service Partnership/Wraparound (FSP/W) means a program model described in  
 2 COUNTY's MHSA plan that has been approved by the state. The MHSA plan describes how  
 3 COUNTY will use MHSA funds to develop and implement treatment plans for mental health Clients  
 4 through FSP/Ws. A FSP/W is an evidence-based and strength-based model with the focus on the  
 5 individual rather than the disease. It is culturally competent in-home, intensive, mental health care  
 6 coordination services that will address family needs across all life domains of the Client.

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

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

11 P. Housing Coordinator means an individual who provides assistance to Clients/families to have  
 12 the most stable housing appropriate to their functioning levels and life circumstances. This may range  
 13 from emergency motel placement to avoid homelessness, transitional housing that will provide stability  
 14 and skills that would lead to more permanent housing. This individual may also assist in moving to  
 15 greater independence by creating flex fund usage plans where the Client/family pays a greater  
 16 percentage of housing cost per month so that housing costs become independent sustainable.

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

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

26 S. Katie A. Subclass means the lawsuit, Katie A. et al. v. Bonta et al., a class action lawsuit filed in  
 27 Federal District Court concerning the availability of intensive mental health services to children in  
 28 California who are either in foster care or at imminent risk of coming into care, created this Subclass.

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

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

1 V. Licensed Professional Clinical Counselor (LPCC) means a licensed individual, pursuant to the  
 2 provisions of Chapter 13 of the California Business and Professions Code, pursuant to the provisions of  
 3 Chapter 16 of the California Business and Professions Code, who can provide clinical service to Clients.  
 4 The license must be current and in force, and has not been suspended or revoked. Also, it is preferred  
 5 that the individual has at least one (1) year of experience treating children and TAY.

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

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

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

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

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

24 AB. Medical Necessity means diagnosis, impairment, and intervention related criteria as defined in  
 25 the COUNTY's MHP under Medical Necessity for Medi-Cal reimbursed Specialty Mental Health  
 26 Services.

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

36 1. Assessment means a service activity, which may include a clinical analysis of the history  
 37 and current status of a Client's mental, emotional, behavioral disorder, and relevant cultural issues. The

1 Assessment also needs to include history of services being provided, diagnosis, and any testing  
2 procedures that were used.

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

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

10 4. Intensive Home-Based Services (IHBS) means a medically necessary service provided to  
11 Medi-Cal beneficiaries under the EPSDT benefit. IHBS are individualized, strength-based mental  
12 health treatment interventions designed to ameliorate mental health conditions that interfere with a  
13 client's functioning. IHBS are provided only in conjunction with ICC and are recommended by the  
14 Child and Family Team. IHBS is also provided to the Katie A. Subclass population.

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

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

27 7. Substance Use treatment means a program that uses a stage-wise treatment model and is  
28 non-confrontational, follows behavioral principles, considers interactions between mental illness and  
29 substance abuse, and has gradual expectations of abstinence. Mental illness and substance abuse  
30 research has strongly indicated that a Client with a disorder needs treatment for both problems to  
31 recover fully. Focusing on one does not ensure the other will go away. Substance use services integrate  
32 assistance for each condition by helping Clients recover from mental illness and substance abuse in one  
33 setting and at the same time.

34 8. Therapeutic Behavioral Services (TBS) means one-on-one behavioral interventions with a  
35 Client, which is designed to reduce or eliminate targeted behaviors as identified in the Client's treatment  
36 plan. Collateral services are also provided to parent(s)/guardian(s) as part of TBS. Clients must be  
37 Medi-Cal eligible and meet TBS class membership and service need requirements. Documentation in



1 the medical record must support Medical Necessity for these intensive services. Cases in which Clients  
2 are receiving more than twenty (20) hours per week of TBS or those who are expected to receive more  
3 than four months (120 days) of TBS must be approved by ADMINISTRATOR. ADMINISTRATOR  
4 has to approve individuals that are delivering these intervention services to ensure they are qualified to  
5 deliver these services.

6 9. Targeted Case Management (TCM) means services that assist a Client to access needed  
7 medical, educational, social, prevocational, vocational, rehabilitative, or other community services.  
8 These service activities may include, but are not limited to: communicating and coordinating services  
9 through referral; monitoring service delivery to ensure Clients’ access to service and the service delivery  
10 system; and tracking of Clients’ progress and plan development. Treatment Foster Care (TFC) also  
11 known as Therapeutic Foster Care, consists of intensive and highly coordinated mental health and  
12 support services provided to a foster parent or caregiver in which the foster parent/caregiver becomes an  
13 integral part of the child’s treatment team.

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

17 AD. The Mental Health Services Act (MHSA) is a voter-approved initiative to develop a  
18 comprehensive approach to providing community-based mental health services and supports for  
19 California residents. It is also known as “Proposition 63.”

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

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

30 AG. Notice of Action-A (NOA-A) means a Medi-Cal requirement that informs the beneficiary that  
31 she/he is not entitled to any specialty mental health service. The COUNTY has expanded the  
32 requirement for an NOA-A to all beneficiaries requesting an Assessment for services and found not to  
33 meet the Medical Necessity criteria for specialty Mental Health Services.

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

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1 AI. Outcomes Analyst means an individual who ensures that an FSP program maintains a focus on  
2 program outcomes and quality assurance of the data being reported. This individual will be responsible  
3 for reviewing outcome data and other collected information for accuracy and correcting any errors prior  
4 to entering into the data capture system and again prior to exporting the files to the County and State.  
5 The Outcomes Analyst will, analyze data, and developing strategies for gathering new data from the  
6 Client’s perspective to improve FSP/W’s understanding of Client’s needs and desires towards furthering  
7 their recovery. This individual will also provide feedback to the program and work collaboratively with  
8 the employment specialist, education specialist, benefits specialist, and other staff in the program to  
9 strategize and improve outcomes in service delivery as well as improve accuracy in reporting and  
10 tracking outcomes and other information. In addition, this position will be responsible for attending all  
11 data and outcome related meetings and ensuring that the FSP/W is being proactive in all data collection  
12 requirements and changes at the local and state levels.

13 AJ. Outreach means linking potential Clients to appropriate Mental Health Services within the  
14 community. Outreach activities will include educating the community about the services offered and  
15 requirements for participation in the various mental health programs within the community. Such  
16 activities may result in the CONTRACTOR developing Referral sources for Clients from programs  
17 being offered within the community.

18 AK. Personal Services Coordinator (PSC) means an individual with a Bachelor’s Degree in Human  
19 Services or related field. It is preferred that the individual has at least two years of related experience  
20 with Mental Health Services, or three years’ experience as a Client in a similar program who has  
21 graduated to self-sufficiency. A PSC leads the implementation of a service plan covering an entire  
22 range of needs for the Client and/or Client’s family to promote success, safety, and permanence in the  
23 home, school, workforce, and community and lead Clients to self-sufficiency.

24 AL. Plan of Care (POC) means a written plan, including by reference any juvenile court order(s),  
25 developed and signed by the Family Team that includes the following elements:

- 26 1. A statement of an overall goal or vision for the Client and Client’s family.
- 27 2. The strengths of the Client and Client’s family.
- 28 3. The needs, as defined by specific life areas that must be met to achieve the goal(s) of the  
29 Client and Client’s family.
- 30 4. Prevention and intervention safety plans.
- 31 5. The type, frequency, and duration of intervention strategies.
- 32 6. Financial responsibility for the components of the POC.
- 33 7. Desired outcomes.

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

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

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

15 AP. Quality Improvement Committee (QIC) means a committee that meets quarterly to review one  
16 percent (1%) of all “high-risk” Medi-Cal Clients in order to monitor and evaluate the quality and  
17 appropriateness of services provided. At a minimum, the committee is comprised of one (1)  
18 ADMINSTRATOR, one (1) clinician, and one (1) physician who are not involved in the clinical care of  
19 the cases.

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

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

27 AS. Seriously Emotionally Disturbed (SED) means children or adolescents minors under the age of  
28 18 years who have a mental disorder as identified in the most recent edition of the Diagnostic and  
29 Statistical Manual of Mental Disorders, other than a primary substance use disorder or developmental  
30 disorder, which results in behavior inappropriate to the child’s age according to expected developmental  
31 norms. W&I 5600.3.

32 AT. Serious Mental Impairment (SMI) means an adult with a mental disorder that is severe in degree  
33 and persistent in duration, which may cause behavioral functioning which interferes substantially with  
34 the primary activities of daily living, and which may result in an inability to maintain stable adjustment  
35 and independent functioning without treatment, support, and rehabilitation for a long or indefinite period  
36 of time. W&I 5600.3.

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

8 AV. Token means the security device which allows an end-user to access the ADMINISTRATOR’s  
9 computer based IRIS.

10 AW. UMDAP means the method used for determining the annual client liability for mental health  
11 services received from the COUNTY mental health system and is set by the State of California.

12 AX. WOC means the wraparound program administered by the COUNTY SSA and is available to  
13 children and transitional age youth who are returning from or being considered for placement in group  
14 homes.

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**II. BUDGET**

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

	<u>PERIOD</u> <u>ONE</u>	<u>PERIOD</u> <u>TWO</u>	<u>PERIOD</u> <u>THREE</u>	<u>TOTAL</u>
<b>ADMINISTRATIVE COST</b>				
Indirect Costs	\$ 259,200	\$ 505,889	\$ 503,840	\$ 1,268,929
<b>SUBTOTAL</b>	<b>\$ 259,200</b>	<b>\$ 505,889</b>	<b>\$ 503,840</b>	<b>\$ 1,268,929</b>
<b>ADMINISTRATIVE COST</b>				
<b>PROGRAM COST</b>				
Salaries	\$ 989,766	\$1,979,532	\$1,979,532	\$ 4,948,829
Benefits	237,544	475,088	475,088	1,187,719
Services and Supplies	329,804	557,052	540,257	1,427,113
Subcontractor	52,000	104,000	104,000	260,000
Flexible Funds	<u>515,478</u>	<u>1,030,956</u>	<u>1,030,956</u>	<u>2,577,390</u>
<b>SUBTOTAL</b>	<b>\$2,124,592</b>	<b>\$4,146,627</b>	<b>\$4,129,832</b>	<b>\$10,401,051</b>
<b>PROGRAM COST</b>				
<b>TOTAL GROSS COST</b>	<b>\$2,383,792</b>	<b>\$4,652,516</b>	<b>\$4,633,672</b>	<b>\$11,669,980</b>
<b>REVENUE</b>				
Federal Medi-Cal	\$ 429,083	\$ 837,453	\$ 834,061	\$ 2,100,597
MHSA	<u>1,954,709</u>	<u>3,815,063</u>	<u>3,799,611</u>	<u>9,569,384</u>
<b>TOTAL REVENUE</b>	<b>\$2,383,792</b>	<b>\$4,652,516</b>	<b>\$4,633,672</b>	<b>\$11,669,980</b>
<b>TOTAL MAXIMUM OBLIGATION</b>	<b>\$2,383,792</b>	<b>\$4,652,516</b>	<b>\$4,633,672</b>	<b>\$11,669,980</b>

B. CONTRACTOR agrees the total cost of services provided for in the Agreement are based upon projected revenue generation and shall be reimbursed by federal Medi-Cal and COUNTY MHSA revenues. CONTRACTOR agrees that if actual federal Medi-Cal reimbursement, based upon the completed Cost Report, as specified in the Cost Report Paragraph of the Agreement, for each Fiscal Year is less than budgeted, the Maximum Obligation may, at ADMINISTRATOR's sole discretion, be adjusted down by the amount of under generated federal Medi-Cal revenue. CONTRACTOR further

1 | agrees that MHSA revenue shall be used to cover the cost of non-Medi-Cal Clients and/or non-Medi-Cal  
2 | billable services and shall not exceed the amounts specified in the Budget Paragraph of this Exhibit A to  
3 | the Agreement, unless authorized, in writing, by ADMINISTRATOR.

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

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

22 | E. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete  
23 | financial records of its cost and operating expenses. Such records will reflect the actual cost of the type  
24 | of service for which payment is claimed. Any apportionment of or distribution of costs, including  
25 | indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will  
26 | be made in accordance with GAAP.

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

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**III. PAYMENTS**

A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amounts of \$397,299 for Period One, \$387,710 for Period Two, and \$386,139 for Period Three, as specified in the Referenced Contract Provisions of the Agreement. All payments are interim payments only, and subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services hereunder; provided, however, the total of such payments does not exceed COUNTY’s Maximum Obligation as specified in the Referenced Contract Provisions of the Agreement and, provided further, CONTRACTOR’s costs are reimbursable pursuant to COUNTY, state, and federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices for any month for which the provisional amount specified above has not been fully paid.

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

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

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

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

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

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

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

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

6  
7 **IV. REPORTS**

8 **A. FISCAL**

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

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

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

28 C. PROGRAMMATIC – CONTRACTOR shall submit monthly Programmatic reports to  
29 ADMINISTRATOR. These reports shall be in a format approved by ADMINISTRATOR and shall  
30 include but not limited to, descriptions of any performance objectives, outcomes, and or interim findings  
31 as directed by ADMINISTRATOR. DCR data files shall be submitted to the ADMINISTRATOR in an  
32 XML format that has successfully passed individual and batch tests for submission to the State.  
33 CONTRACTOR shall be prepared to present and discuss the programmatic reports at the monthly  
34 meetings with ADMINISTRATOR, to include whether or not CONTRACTOR is progressing  
35 satisfactorily and if not, specify what steps are being taken to achieve satisfactory progress. Such  
36 reports shall be received by ADMINISTRATOR no later than twentieth (20th) calendar day following  
37 the end of the month being reported.



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

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

7  
8 **V. SERVICES**

9 **A. FACILITIES**

10 1. CONTRACTOR shall maintain a minimum of one (1) fully licensed and appropriate  
11 facility for the provision of Children Full Service Partnership/Wraparound Services which meets the  
12 minimum requirements for Medi-Cal eligibility at the following location or any other location(s)  
13 approved by ADMINISTRATOR:

14  
15 3188 Airway Avenue, Suite F/G  
16 Costa Mesa, California 92626  
17

18 2. CONTRACTOR shall maintain regularly scheduled service hours, Monday through Friday  
19 8:00 a.m. – 5:00 p.m. throughout the year, and maintain the capability to provide services in the evening  
20 hours until 8:00 p.m. and on weekends in order to accommodate Clients unable to participate during  
21 regular business hours.

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

25 b. CONTRACTOR shall provide Clients and/or their family members with twenty-four  
26 (24) hour a day, seven (7) day a week, three hundred sixty five (365) day a year access to their assigned  
27 case manager or designee acceptable to ADMINISTRATOR. CONTRACTOR shall also develop with  
28 each Client and/or Client’s family a plan for Crisis Intervention services which includes whom to  
29 contact for emergency services.

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

33 **B. FULL SERVICE PARTNERSHIP/WRAPAROUND SERVICES**

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

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

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

4 c. Displaying behaviors or a history indicative of SED/SMI as defined by the WIC  
5 Section 5600.3; and

6 d. In one of the following target groups:

- 7 1) homeless;
- 8 2) unserved or underserved because of linguistic or cultural isolation;
- 9 3) with a history of multiple psychiatric hospitalizations;
- 10 4) experiencing their first psychotic episodes;
- 11 5) uninsured;
- 12 6) exiting the Social Service or Probation systems;
- 13 7) with special needs and/or Co-Occurring disorders; or
- 14 8) children of parent(s)/guardian(s) with serious mental illness.

15 2. CONTRACTOR shall coordinate Referrals with other existing wraparound and Mental  
16 Health Services to ensure that all Clients and/or their families are given access to the most appropriate  
17 level and type of services. Other services may include WOC, MHSA FSP/W programs for children  
18 and/or adults, and other COUNTY Mental Health Services.

19 3. CONTRACTOR shall provide supportive services for all persons referred but not admitted  
20 to the FSP/W until those persons can be engaged in alternative services. Referrals to alternate services,  
21 and the supported services provided until Engagement, will be reviewed and approved by  
22 ADMINISTRATOR.

23 4. CONTRACTOR shall provide a FSP/W program that is evidence-based and strength-based,  
24 with the focus on the individual rather than the disease. The ideal client to staff ratio will be in the range  
25 of ten (10) to one (1), ensuring relationship building and intense service delivery. CONTRACTOR shall  
26 provide a FSP/W program that will provide community based, in-home, intensive, mental health case  
27 management services addressing family needs across all life domains of the Client and where the Client  
28 will be a full partner in the development and implementation of their treatment plan. In the program, a  
29 case manager or PSC and the client/family will form a service team which will identify strengths, needs  
30 and resources, including additional people to be added to the team. The team will develop a service plan  
31 for each enrollee within thirty (30) calendar days of enrollment. The implementation of the service plan  
32 will be the responsibility of the team using a “whatever-it-takes” approach to promote success, safety  
33 and permanence in the home, school, and community. The plan will cover the entire range of needs for  
34 the Client and/or their family: housing, employment and medical, etc. in addition to Mental Health  
35 Services. The services are focused on resiliency and harm reduction to encourage the highest level of  
36 client empowerment and independence achievable. These services include but are not limited to the  
37 following:

- 1 a. Crisis management;
- 2 b. Housing Services;
- 3 c. Twenty-four (24)-hours per day, seven (7) days per week intensive case management;
- 4 d. Community-based Wraparound Services;
- 5 e. Vocational and Educational services;
- 6 f. Job Coaching/Developing;
- 7 g. Client employment;
- 8 h. Money management/Representative Payee support;
- 9 i. Flexible Fund account for immediate needs;
- 10 j. Transportation;
- 11 k. Illness education and self-management;
- 12 l. Medication Support;
- 13 m. Co-occurring Services;
- 14 n. Linkage to financial benefits/entitlements;
- 15 o. Family and Peer Support; and
- 16 p. Supportive socialization and meaningful community roles.

17 5. The team will be responsible for identifying ways of addressing needs through linkage to  
 18 existing services in the community and will also have limited access to additional funding to address  
 19 other needed services or support as necessary. The CONTRACTOR shall offer a “whatever it takes”  
 20 approach to engage SED/SMI clients, including those who are dually diagnosed, in a partnership to  
 21 achieve the individual’s wellness and resiliency goals. Services shall be non-coercive and focused on  
 22 engaging people in the field. The goal of the program is to assist the client’s progress through pre-  
 23 determined quality of life outcome domains (housing, decreased jail, decreased hospitalization,  
 24 increased education involvement, increased employment opportunities and retention, linkage to medical  
 25 providers, etc.) and become more independent and self-sufficient as the client progresses to a lower  
 26 level of care or out of the “intensive case management need” category.

27 6. CONTRACTOR shall ensure that every Client is engaged in mental health treatment  
 28 appropriate to his/her Diagnosis and level of distress. Therapists, Psychiatrist, and others providing  
 29 treatment will be included on the FSP/W team unless otherwise approved in writing by  
 30 ADMINISTRATOR.

31 7. CONTRACTOR shall collect and input all data about characteristics and progress of the  
 32 Clients into a Data Collection System or other database as mandated by the state and/or  
 33 ADMINISTRATOR.

34 8. CONTRACTOR shall confer with ADMINISTRATOR prior to recommending a Client for  
 35 discharge. Planning for discharge or transition to an appropriate alternative service shall be initiated at  
 36 Admission to the FSP/W and be incorporated into the service plan.

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

5 10. CONTRACTOR shall participate in any clinical case review and implement any  
6 recommendations made by ADMINISTRATOR to improve Client care.

7 11. CONTRACTOR shall conduct thirty (30)-day review of open cases, or previously opened  
8 with another provider. CONTRACTOR shall ensure that all chart documentation complies with all  
9 federal, state, and local guidelines and standards.

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

12 13. CONTRACTOR shall ensure that Annual Compliance Training is completed as set forth in  
13 the Compliance Paragraph of the Agreement.

14 C. PERFORMANCE OUTCOMES

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

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

23 3. CONTRACTOR shall cooperate in data collection in order to develop baseline figures for  
24 future evaluation and report performance in terms of Client satisfaction, length of stay, and duration of  
25 services.

26 D. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of  
27 Tokens for appropriate individual staff to access IRIS at no cost to the CONTRACTOR.

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

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

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

34 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following  
35 conditions:

- 36 a. Token of each staff member who no longer supports the Agreement;
- 37 b. Token of each staff member who no longer requires access to IRIS;

- 1 c. Token of each staff member who leaves employment of CONTRACTOR; or
- 2 d. Token is malfunctioning;
- 3 e. Termination of the Agreement.

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

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

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

11 E. CONTRACTOR shall obtain a NPI.

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

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

18 F. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first  
19 service provided under the Agreement to individuals who are covered by Medi-Cal and have not  
20 previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon  
21 request, the NPP for the COUNTY, as the MHP, to any individual who received services under the  
22 Agreement.

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

28 H. CONTRACTOR shall not engage in, or permit any of its employees or subcontractors, to  
29 conduct research activity on COUNTY Clients without obtaining prior written authorization from  
30 ADMINISTRATOR.

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

- 36 1. Designate the responsible position(s) in your organization for managing the funds allocated  
37 to the program;

- 1 2. Maximize the use of the allocated funds;
- 2 3. Ensure timely and accurate reporting of monthly expenditures;
- 3 4. Maintain appropriate staffing levels;
- 4 5. Request budget and/or staffing modifications to the Agreement;
- 5 6. Effectively communicate and monitor the program for its success;
- 6 7. Track and report expenditures electronically;
- 7 8. Maintain electronic and telephone communication between CONTRACTOR and
- 8 ADMINISTRATOR; and
- 9 9. Act quickly to identify and solve problems.

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

15 K. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions, or issues  
 16 that adversely affect the quality or accessibility of Client-related services provided by, or under contract  
 17 with, the COUNTY as identified by the ADMINISTRATOR.

18 L. FLEXIBLE FUNDS

19 1. CONTRACTOR shall follow the procedures identified below and as specified by  
 20 ADMINISTRATOR, regarding the request for, use, and accounting of Individual Services and Support  
 21 funds (Flexible Funds):

22 a. Flexible Funds shall be individualized, appropriate, reasonable, and justified for the  
 23 treatment of a Client’s mental illness and overall quality of life;

24 b. Flexible Funds may be used when other community resources such as family/friends,  
 25 food banks, shelters, charitable organizations, etc. are not available and/or accessible in a timely  
 26 manner, or are not appropriate for a Client’s situation. Designated CONTRACTOR staff shall assist  
 27 Clients in exploring other available resources whenever possible, prior to utilizing Flexible Funds;

28 c. Flexible Funds expenditures for various types of purchases shall be identified as  
 29 allowable, unallowable, or require discussion with ADMINISTRATOR;

30 d. Flexible Funds shall not be used for housing Clients that have not been enrolled in  
 31 CONTRACTOR’s program, unless approved, in advance and in writing, by ADMINISTRATOR;

32 e. Flexible Funds shall not be given in the form of cash to any Client, either enrolled or in  
 33 the Outreach and Engagement phase of the CONTRACTOR’s program;

34 f. Pre-purchases shall only be for food, transportation, clothing and motels or other  
 35 purchases as required and appropriate, and approved in advance and in writing, by ADMINISTRATOR;

36 g. Pre-purchases of food, transportation, and clothing vouchers and/or gift cards shall be  
 37 limited to a combined \$5,000 supply on-hand at any given time, and that all voucher and/or gift card

1 purchases and disbursements shall be tracked and logged by designated CONTRACTOR staff.  
2 Vouchers and/or gift cards shall be limited in monetary value to not more than \$25 each, unless  
3 otherwise approved in advance and in writing, by ADMINISTRATOR.

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

7 2. CONTRACTOR’s process for documenting and accounting for all Flexible Fund  
8 expenditures, shall include, but not be limited to, retention of comprehensible source documentation  
9 such as receipts, copies of lease/rental agreements for Client housing, general ledgers, and needs shall be  
10 documented in Client’s MHP;

11 3. CONTRACTOR shall obtain written authorization from ADMINISTRATOR for individual  
12 purchases made on behalf of a Client and/or Client family member(s) in the amount(s) as determined by  
13 ADMINISTRATOR;

14 a. Gift cards and vouchers for Clients shall be securely stored and documentation of their  
15 disbursement, including end-of-year process accounting for gift cards still in staff possession, shall be  
16 maintained by CONTRACTOR.

17 b. A single Flexible Fund expenditure, in excess of \$1,000, shall not be made without  
18 prior written approval of ADMINISTRATOR. In emergency situations, CONTRACTOR may exceed  
19 the \$1,000 limit, if appropriate and justified, and shall notify ADMINISTRATOR the next business day  
20 of such an expense. Said notification shall include total costs and a justification for the expense. Failure  
21 to notify ADMINISTRATOR within the specified timeframe may result in disallowance of the  
22 expenditure.

23 4. CONTRACTOR shall designate staff to authorize Flexible Fund expenditures and that the  
24 mechanism used to ensure this staff has timely access to Flexible Funds is identified;

25 5. CONTRACTOR shall report Flexible Funds expenditure detail monthly, on a form  
26 provided or approved by ADMINISTRATOR. The Flexible Fund report shall be submitted with  
27 CONTRACTOR’s monthly Expenditure and Revenue Report. The report shall be submitted to  
28 ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being  
29 reported. CONTRACTOR must request in writing any extensions to the due date of the monthly report;

30 6. CONTRACTOR shall develop and maintain a P&P regarding Flexible Funds that  
31 incorporates at a minimum the requirements as specified in Subparagraph C.1., above. CONTRACTOR  
32 shall submit said P&P to ADMINISTRATOR no later than twenty (20) calendar days from the start of  
33 the Agreement. If the Flexible Fund P&P has not been approved by ADMINISTRATOR within sixty  
34 (60) calendar days from the start of the Agreement, any subsequent Flexible Fund expenditures may be  
35 disallowed by ADMINISTRATOR.

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

**VI. STAFFING**

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

**DIRECT PROGRAM**

Regional Director	0.25
Program Director	1.00
Office Manager	1.00
Office Assistant	5.00
Office Assistant-QI Coordinator	1.00
Volunteer Coordinator	0.17
QI Administrator	0.11
Billing Administrator	0.11
Data Analyst Specialist	0.50
Clinical Manager	1.00
Licensed Therapist	4.00
LVN/LPT	1.00
Lead Personal Services Coordinator	2.00
Personal Services Coordinator	19.00
Youth Partner	3.00
Parent Partner	3.00
Housing Specialist	1.00
Education and Employment Coordinator	<u>1.00</u>
<b>SUBTOTAL DIRECT PROGRAM</b>	<b>44.14</b>
<b>SUBCONTRACTOR</b>	
Psychiatrist	<u>0.40</u>
<b>SUBTOTAL SUBCONTRACTORS</b>	<b>0.40</b>
<b>TOTAL FTEs</b>	<b>44.54</b>

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

C. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold languages as determined by ADMINISTRATOR. Whenever possible, bilingual/bicultural staff should be retained. Any clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical staffing does not meet the above requirement must be filled with bilingual and bicultural staff



1 unless ADMINISTRATOR consents, in advance and in writing, to the filling of those positions with  
2 non-bilingual staff. Salary savings resulting from such vacant positions may not be used to cover costs  
3 other than salaries and employees benefits unless otherwise authorized, in advance and in writing, by  
4 ADMINISTRATOR.

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

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

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

21 G. CONTRACTOR shall provide a minimum of one (1) hour of individual or two (2) hours of  
22 group supervision weekly to FSP/W direct service staff covering suicide Assessment and Crisis  
23 Intervention, developing safety plans, maintaining healthy boundaries, reporting child abuse, dealing  
24 with difficult Clients, meeting facilitation and medication, confidentiality, identification of strengths,  
25 promoting life skills and such other topics identified by the ADMINISTRATOR. Formal training  
26 sessions may also be used to cover these topics but cannot substitute for weekly supervision hours.

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

31 I. CONTRACTOR shall establish clear P&Ps pertaining to staff's work location options (i.e.  
32 office vs. field/home) and equipment usage (e.g., cell phones, texting devices, and computers). The  
33 P&Ps shall address at the minimum the following:

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

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

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

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

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

17 N. WORKLOAD STANDARDS - CONTRACTOR understands and agrees that at any given time  
18 the standards referenced below are minimum standards, and shall make every effort to exceed these  
19 minimums.

- 20 1. One (1) DSH shall be equal to sixty (60) minutes of direct Client service.
- 21 2. CONTRACTOR shall provide a minimum of thirty one thousand six hundred twenty  
22 (31,620) hours of Client related service, which shall include mental health, case management, Crisis  
23 Intervention, and other support services and is inclusive of both billable and non-billable services.
- 24 3. CONTRACTOR shall, at a minimum, provide the following DSH per month per FTE:
- 25 a. a. Clinical Manager shall provide thirty (30) DSH per month or three hundred sixty  
26 (360) DSH per year.
- 27 b. Licensed Therapist shall provide one hundred (100) DSH per month or one thousand  
28 two hundred (1,200) DSH per year.
- 29 c. Lead Personal Service Coordinator shall provide thirty (30) DSH per month or three  
30 hundred sixty (360) DSH per year.
- 31 d. Lead/Personal Service Coordinator/Outreach and Engagement shall provide eighty five  
32 (85) DSH per month or one thousand twenty (1,020) DSH per year.
- 33 e. Personal Service Coordinator shall provide eighty five (85) DSH per month or one  
34 thousand twenty (1,020) DSH per year.
- 35 f. Youth Partner shall provide sixty five (65) DSH per month or seven hundred eighty  
36 (780) DSH per year.

37 //

1 g. Housing Specialist shall provide shall provide fifty (50) DSH per month or six hundred  
2 (600) DSH per year.

3 h. Employment and Education Coordinator shall provide shall provide fifty (50) DSH per  
4 month or six hundred (600) DSH per year.

5 i. LVN/PT shall provide eighty five (85) DSH per month or one thousand twenty (1,020)  
6 DSH per year.

7 4. CONTRACTOR shall maintain an ongoing minimum caseload of two hundred twelve  
8 (212) Clients/Client families throughout the term of the Agreement, unless otherwise approved by  
9 ADMINISTRATOR.

10 5. CONTRACTOR shall provide a minimum of ten thousand six hundred (10,600) Face-to-  
11 Face Contacts with Clients/Client families per year for FSP/W services.

12 6. CONTRACTOR shall ensure a Face-to-Face Contact weekly for every Client and/or their  
13 family admitted to the program, unless written exception is granted by ADMINISTRATOR.

14 7. CONTRACTOR shall provide Face-to-Face Contact within three (3) business days of  
15 Client's Referral for services.

16 8. CONTRACTOR shall not refuse Client referrals if any of CONTRACTOR's staff are  
17 below workload standards, as defined in the Staffing Paragraph of this Exhibit A to the Agreement,  
18 unless otherwise approved by ADMINISTRATOR.

19 O. STUDENT INTERNS

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

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

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

26 2. CONTRACTOR shall provide a minimum of two (2) hours per week supervision to each  
27 Student Intern providing Mental Health Services and one (1) hour of supervision for each ten (10) hours  
28 of treatment for Student Interns providing substance abuse services. CONTRACTOR shall provide  
29 supervision to volunteers as specified in the respective job descriptions or work contracts.

30 P. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the  
31 Staffing Paragraph of this Exhibit A to the Agreement.

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1 EXHIBIT B  
2 AGREEMENT FOR PROVISION OF  
3 CHILDREN'S FULL SERVICE  
4 PARTNERSHIP/WRAPAROUND SERVICES  
5 BETWEEN  
6 COUNTY OF ORANGE  
7 AND  
8 PATHWAYS COMMUNITY SERVICES, LLC  
9 JANUARY 1, 2017 THROUGH JUNE 30, 2019

10  
11 **I. BUSINESS ASSOCIATE CONTRACT**

12 A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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

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

4 B. DEFINITIONS

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

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

11 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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 45 CFR §  
12 160.103.

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 45 CFR §  
33 160.103.

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 45 CFR  
6 Part 164 with respect to electronic PHI COUNTY discloses to CONTRACTOR or CONTRACTOR  
7 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 45  
36 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 45 CFR  
12 § 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 45 CFR Part 164,  
19 Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its  
20 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 //

1 COUNTY either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which  
2 is 128bit or higher, such as AES. The encryption solution must be full disk unless approved by the  
3 COUNTY.

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

31 m. Transmission encryption. All data transmissions of PHI COUNTY discloses to  
32 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY  
33 outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is  
34 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files  
35 containing PHI can be encrypted. This requirement pertains to any type of PHI in motion such as  
36 website access, file transfer, and E-Mail.

37 //

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

5 3. Audit Controls

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

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

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

19 4. Business Continuity/Disaster Recovery Control

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

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

32 5. Paper Document Controls

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

37 //

1 in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in  
2 baggage on commercial airplanes.

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

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

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

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

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

24 **F. BREACH DISCOVERY AND NOTIFICATION**

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

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

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

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

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

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

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

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

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

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

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

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

18 4. COUNTY may require CONTRACTOR to provide notice to the Individual as required in  
19 45 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the  
20 COUNTY.

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

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

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

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

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

5 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

15 1) The Disclosure is required by law; or

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

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

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

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

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

30 H. PROHIBITED USES AND DISCLOSURES

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

36 2. CONTRACTOR shall not directly or indirectly receive remuneration in exchange for PHI  
37 COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on



1 | behalf of COUNTY, except with the prior written consent of COUNTY and as permitted by 42 USC §  
2 | 17935(d)(2).

3 | I. OBLIGATIONS OF COUNTY

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

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

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

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

15 | J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

28 | b. CONTRACTOR shall retain no copies of the PHI.

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

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

37 | //

EXHIBIT C  
AGREEMENT FOR PROVISION OF  
CHILDREN'S FULL SERVICE  
PARTNERSHIP/WRAPAROUND SERVICES  
BETWEEN  
COUNTY OF ORANGE  
AND  
PATHWAYS COMMUNITY SERVICES, LLC  
JANUARY 1, 2017 THROUGH JUNE 30, 2019

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

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

9. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental

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

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

9 B. TERMS OF AGREEMENT

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

14 2. Responsibilities of CONTRACTOR

15 CONTRACTOR agrees:

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

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

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

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

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

37 //

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

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

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

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

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

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

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