

AMENDMENT NO. 4**TO****CONTRACT NO. MA-042-20010644****FOR****BEHAVIORAL HEALTH TRAINING SERVICES**

This Amendment ("Amendment No. 4") to Contract No. MA-042-20010644 for Behavioral Health Training Services is made and entered into on July 1, 2023 ("Effective Date") between Western Youth Services ("Contractor"), with a place of business at 23461 S. Point Dr. Suite 220, Laguna Hills, CA 92653, and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th Street, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties"

~~**AMENDMENT NO. 3**~~~~**TO**~~~~**CONTRACT NO. MA 042-20010644**~~~~**FOR**~~~~**BEHAVIORAL HEALTH TRAINING SERVICES**~~

~~This Amendment ("Amendment No. 3") to Contract No. MA 042-20010644 for Behavioral Health Training Services is made and entered into on July 1, 2022 ("Effective Date") between Western Youth Services ("Contractor"), with a place of business at 23461 S. Point Dr. Suite 220, Laguna Hills, CA 92653 and the County of Orange, a political subdivision of the State of California ("County"), through its Health Care Agency, with a place of business at 405 W. 5th Street, Santa Ana, CA 92701. Contractor and County may sometimes be referred to individually as "Party" or collectively as "Parties".~~

RECITALS

WHEREAS, the Parties executed Contract No. MA 042-20010644 for Behavioral Health Training Services, effective December 1, 2019 through June 30, 2022, in an amount not to exceed \$1,470,833 ("Contract"); and

WHEREAS, the Parties executed Amendment No. 1 to include Federal Emergency Management Agency (FEMA) provisions to Contract for Covid-19 related needs for the term of July 1, 2020 through December 30, 2020 to allow invoicing for Covid-19 related expenditures; and

WHEREAS, the Parties executed Amendment No. 2 to exercise the use of contingency contract

1 cost and authorize an increase of the Contract amount by \$37,083 for period three, with a revised not to
 2 exceed amount of \$675,000 for period four, and a revised Total Maximum Obligation of \$1,507,916

3 **WHEREAS**, the Parties now desire to enter into this Amendment No. 3 to amend Exhibit A
 4 of the Contract and to renew the Contract for one year for County to continue receiving and Contractor
 5 to continue providing the services set forth in the Contract.

6
 7 NOW THEREFORE, Contractor and County agree to amend the Contract as follows:

8
 9 **AMENDMENT NO. 2**
 10 **TO**
 11 **CONTRACT NO. MA 042-20010644**
 12 **FOR**
 13 **BEHAVIORAL HEALTH TRAINING SERVICES**

14 ~~This Amendment (“Amendment No. 2”) to Contract No. MA 042-20010644 for Behavioral~~
 15 ~~Health Training Services is made and entered into on October 21, 2021 (“Effective Date”) between~~
 16 ~~Western Youth Services (“Contractor”), with a place of business at 23461 S. Point Dr. Suite 220,~~
 17 ~~Laguna Hills, CA 92653 and the County of Orange, a political subdivision of the State of California~~
 18 ~~(“County”), through its Health Care Agency, with a place of business at 405 W. 5th Street, Santa Ana,~~
 19 ~~CA 92701. Contractor and County may sometimes be referred to individually as “Party” or collectively~~
 20 ~~as “Parties”.~~

21
 22 **RECITALS**

23
 24 ~~**WHEREAS**, the Parties executed Contract No. MA 042-20010644 for Behavioral Health~~
 25 ~~Training Services, effective December 1, 2019 through June 30, 2022, in an amount not to exceed~~
 26 ~~\$1,470,833 (“Contract”); and~~

27 ~~**WHEREAS**, the Parties executed Amendment No. 1 to include Federal Emergency~~
 28 ~~Management Agency (FEMA) provisions to Contract for Covid-19 related needs for the term of July 1,~~
 29 ~~2020 through December 30, 2020 to allow invoicing for Covid-19 related expenditures; and~~

30 ~~**WHEREAS**, the Parties now desire to enter into this Amendment No. 2 to exercise the use of~~
 31 ~~contingency contract cost and authorize an increase of the Contract amount by \$37,083 for period three,~~
 32 ~~with a revised not to exceed amount of \$587,083 for period three, and a revised Total Maximum~~
 33 ~~Obligation of \$1,507,916; and~~

34 ~~**NOW THEREFORE**, Contractor and County, in consideration of the above recitals, and in~~
 35 ~~consideration of the mutual covenants, benefits and promises contained herein, agree to amend the~~
 36 ~~Contract as follows:~~

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 29 **REFERENCED CONTRACT PROVISIONS**

30
 31 **Term:** December 1, 2019, through June 30, 2024

32 Period One means the period from December 1, 2019 through June 30, 2020

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

34 Period Three means the period from July 1, 2021 through June 30, 2022

35 Period Four means the period from July 1, 2022 through June 30, 2023

36 Period Five means the period from July 1, 2023 through June 30, 2024

Amount Not to Exceed:

Period One Amount Not to Exceed:	\$ 370,833
Period Two Amount Not to Exceed:	550,000
Period Three Amount Not to Exceed:	587,083
Period Four Amount Not to Exceed:	675,000
Period Five Amount Not to Exceed:	776,250
TOTAL AMOUNT NOT TO EXCEED:	\$ 2,959,166

~~**Term:** December 1, 2019, through June 30, 2022~~

~~Period One means the period from December 1, 2019 through June 30, 2020~~

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

~~Period Three means the period from July 1, 2021 through June 30, 2022~~

~~Period Four means the period from July 1, 2022 through June 30, 2023~~

~~**Amount Not to Exceed:**~~

Period One Maximum Obligation:	\$ 370,833
Period Two Maximum Obligation:	550,000
Period Three Maximum Obligation:	587,083
Period Four Maximum Obligation:	675,000
TOTAL AMOUNT NOT TO EXCEED:	\$ 2,182,916

~~**Term:** December 1, 2019 through June 30, 2022~~

~~Period One means the period from December 1, 2019 through June 30, 2020~~

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

~~Period Three means the period from July 1, 2021 through June 30, 2022~~

~~**Maximum Obligation:**~~

Period One Maximum Obligation:	\$ 370,833
Period Two Maximum Obligation:	550,000
Period Three Maximum Obligation:	550,000
TOTAL MAXIMUM OBLIGATION:	\$ 1,470,833

Basis for Reimbursement: Actual Cost

Payment Method: Provisional Amount, Monthly in Arrears

CONTRACTOR DUNS Number: 05-866-6934

1 **CONTRACTOR TAX ID Number:** 95-3407054

2
3 **Notices to COUNTY and CONTRACTOR:**

4
5 **COUNTY:** County of Orange
6 Health Care Agency
7 Contract Services
8 405 West 5th Street, Suite 600
9 Santa Ana, CA 92701-4637

10
11 **CONTRACTOR:** Western Youth Services
12 23461 South Pointe Drive, Suite 220
13 Laguna Hills, CA 92653
14 Attention: Lorry Leigh Belhumeur, Ph.D., CEO
15 E-mail: lleigh@westernyouthservices.org

CFDA #	FAIN#	Program/ Service Title	Federal Funding Agency	Federal Award Date	Federal Award Indirect Rate	Federal Award Amount	R&D Award (Y/N)
21.019	SLT01 2	Coronavir s Relief Fund (CRF)	US Departmen t of Treasury	4/22/202 0	N/A or 10% de minimis rate	\$554,133,76 5	N

26
27 . **ACRONYMS**

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

- 30 A. ADAS Alcohol and Drug Abuse Services
31 B. AES Advanced Encryption Standard
32 C. ARRA American Recovery and Reinvestment Act
33 D. ASRS Alcohol and Drug Programs Reporting System
34 E. BBS Board of Behavioral Sciences
35 F. BCP Business Continuity Plan
36 G. BHS Behavioral Health Services
37 H. CalOPTIMA California Orange Prevention and Treatment Integrated

1		Medical Assistance Plan
2	I. CAT	Centralized Assessment Team
3	J. CCC	California Civil Code
4	K. CCR	California Code of Regulations
5	L. CD/DVD	Compact Disc/Digital Video or Versatile Video
6	M. CFDA	Catalog of Federal Domestic Assistance
7	N. CFR	Code of Federal Regulations
8	O. CHPP	County HIPAA Policies and Procedures
9	P. CHS	Correctional Health Services
10	Q. CIPA	California Information Practices Act
11	R. CMPPA	Computer Matching and Privacy Protection Act
12	S. CSW	Clinical Social Worker
13	T. D/MC	Drug/Medi-Cal
14	U. DCR	Data Collection and Reporting
15	V. DD	Dual Disorders
16	W. DHCS	Department of Health Care Services
17	X. DoD	US Department of Defense
18	Y. DPFS	Drug Program Fiscal Systems
19	Z. DRP	Disaster Recovery Plan
20	AA. DRS	Designated Record Set
21	AB. DSH	Direct Service Hours
22	AC. DSM	Diagnostic and Statistical Manual of Mental Disorders
23	AD. E-MAIL	Electronic Mail
24	AE. EHR	Electronic Health Records
25	AF. EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
26	AG. FRC	Family Resource Center
27	AH. FIPS	Federal Information Processing Standards
28	AI. FSP	Full Service Partnership
29	AJ. FSW	Full Service Wraparound
30	AK. FTE	Full Time Equivalent
31	AL. GAAP	Generally Accepted Accounting Principles
32	AM. HCA	Health Care Agency
33	AN. HHS	Health and Human Services
34	AO. HIPAA	Health Insurance Portability and Accountability Act
35	AP. HSC	California Health and Safety Code
36	AQ. ID	Identification
37	AR. IEA	Information Exchange Agreement

1	AS. IRIS	Integrated Records Information System
2	AT. KET	Key Events Tracking
3	AU. LCSW	Licensed Clinical Social Worker
4	AV. LPCC	Licensed Professional Clinical Counselor
5	AW. LPT	Licensed Psychiatric Technician
6	AX. LVN	Licensed Vocational Nurse
7	AY. MFT	Marriage and Family Therapist
8	AZ. MHP	Mental Health Plan
9	BA. MHW	Mental Health Worker
10	BB. MHSA	Mental Health Services Act
11	BC. MIHS	Medical and Institutional Health Services
12	BD. MTP	Master Treatment Plan
13	BE. NIST	National Institute of Standards and Technology
14	BF. NOA-A	Notice of Action
15	BG. NP	Nurse Practitioner
16	BH. NPI	National Provider Identifier
17	BI. NPP	Notice of Privacy Practices
18	BJ. OCJS	Orange County Jail System
19	BK. OCPD	Orange County Probation Department
20	BL. OCR	Office for Civil Rights
21	BM. OCSD	Orange County Sheriff's Department
22	BN. OIG	Office of Inspector General
23	BO. OMB	Office of Management and Budget
24	BP. OPM	Federal Office of Personnel Management
25	BQ. P&P	Policy and Procedure
26	BR. PADSS	Payment Application Data Security Standard
27	BS. PAF	Partnership Assessment Form
28	BT. PBM	Pharmaceutical Benefits Management
29	BU. PC	State of California Penal Code
30	BV. PCI DSS	Payment Card Industry Data Security Standard
31	BW. PHI	Protected Health Information
32	BX. PI	Personal Information
33	BY. PII	Personally Identifiable Information
34	BZ. POC	Plan of Care
35	CA. PRA	Public Record Act
36	CB. PSC	Personal Services Coordinator
37	CC. QIC	Quality Improvement Committee

1	CD. RCL	Rate Classification Level
2	CE. RN	Registered Nurse
3	CF. SAMSHA	Substance Abuse and Mental Health Services Administration
4	CG. SSA	Social Services Agency
5	CH. SSI	Social Security Income
6	CI. SUD	Substance Use Disorder
7	CJ. TAY	Transitional Age Youth
8	CK. TBS	Therapeutic Behavioral Services
9	CL. TCM	Targeted Case Management
10	CM. HITECH Act	The Health Information Technology for Economic and Clinical Health
11		Act, Public Law 111-005
12	CN. UMDAP	Universal Method of Determining Ability to Pay
13	CO. USC	United States Code
14	CP. WIC	State of California Welfare and Institutions Code
15	CQ. WRAP	Wellness Recovery Action Plan
16	CR. XML	Extensible Markup Language

II. ALTERATION OF TERMS

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

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

III. ASSIGNMENT OF DEBTS

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

IV. COMPLIANCE

A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for

1 the purpose of ensuring adherence to all rules and regulations related to federal and state health care
2 programs.

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

6 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
7 compliance program, code of conduct and any compliance related policies and procedures.
8 CONTRACTOR's compliance program, code of conduct and any related policies and procedures shall
9 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required
10 elements by ADMINISTRATOR's Compliance Officer as described in this Compliance Paragraph to
11 this Agreement. These elements include:

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

19 3. If CONTRACTOR does not provide proof of its own compliance program to
20 ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance
21 Program and Code of Conduct, the CONTRACTOR shall submit to the ADMINISTRATOR within
22 thirty (30) calendar days of execution of this Agreement a signed acknowledgement that
23 CONTRACTOR will internally comply with ADMINISTRATOR's Compliance Program and Code of
24 Conduct. CONTRACTOR shall have as many Covered Individuals it determines necessary complete
25 ADMINISTRATOR's annual compliance training to ensure proper compliance.

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

1 5. Upon written confirmation from ADMINISTRATOR's compliance officer that the
2 CONTRACTOR's compliance program, code of conduct and any compliance related policies and
3 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals
4 relative to this Agreement are made aware of CONTRACTOR's compliance program, code of conduct,
5 related policies and procedures and contact information for the ADMINISTRATOR's Compliance
6 Program.

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

14 1. For purposes of this Compliance Paragraph, Covered Individuals includes all employees,
15 interns, volunteers, contractors, subcontractors, agents, and other persons who provide health care items
16 or services or who perform billing or coding functions on behalf of ADMINISTRATOR.
17 CONTRACTOR shall ensure that all Covered Individuals relative to this Agreement are made aware of
18 ADMINISTRATOR's Compliance Program, Code of Conduct and related policies and procedures (or
19 CONTRACTOR's own compliance program, code of conduct and related policies and procedures if
20 CONTRACTOR has elected to use its own).

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

27 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
28 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
29 Agreement.

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

36 5. Covered Individuals shall be required to disclose to CONTRACTOR immediately any
37 debarment, exclusion or other event that makes the Covered Individual an Ineligible Person.

1 CONTRACTOR shall notify ADMINISTRATOR immediately if a Covered Individual providing
2 services directly relative to this Agreement becomes debarred, excluded or otherwise becomes an
3 Ineligible Person.

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

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

17 C. GENERAL COMPLIANCE TRAINING - ADMINISTRATOR shall make General
18 Compliance Training available to Covered Individuals.

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

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

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

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

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

32 D. SPECIALIZED PROVIDER TRAINING - ADMINISTRATOR shall make Specialized
33 Provider Training, where appropriate, available to Covered Individuals.

34 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
35 Individuals relative to this Agreement. This includes compliance with federal and state healthcare
36 program regulations and procedures or instructions otherwise communicated by regulatory agencies;
37 including the Centers for Medicare and Medicaid Services or their agents.

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

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

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

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

10 E. MEDI-CAL BILLING, CODING, AND DOCUMENTATION COMPLIANCE STANDARDS

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

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

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

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

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

27 6. CONTRACTOR shall meet the HCA MHP Quality Management Program Standards and
28 participate in the quality improvement activities developed in the implementation of the Quality
29 Management Program.

30 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural
31 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural
32 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
33 §1810.410.subds.(c)-(d)).

34 F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a
35 breach of the Agreement on the part of CONTRACTOR and grounds for COUNTY to terminate the
36 Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty
37 (30) calendar days from the date of the written notice of default to cure any defaults grounded on this

1 Compliance Paragraph prior to ADMINISTRATOR's right to terminate this Agreement on the basis of
2 such default.

3 **V. CONFIDENTIALITY**

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

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

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

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

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

26 **VI. COST REPORT**

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

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

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

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

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

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

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

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

29 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
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 to reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due

1 COUNTY.

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

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

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

16
17 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
18 supporting documentation prepared by _____ for the cost report period
19 beginning _____ and ending _____ and that, to the best of my
20 knowledge and belief, costs reimbursed through this Agreement are reasonable and
21 allowable and directly or indirectly related to the services provided and that this Cost
22 Report is a true, correct, and complete statement from the books and records of
23 (provider name) in accordance with applicable instructions, except as noted. I also
24 hereby certify that I have the authority to execute the accompanying Cost Report.
25

26 Signed _____
27 Name _____
28 Title _____
29 Date _____"

30 //
31 //

32 **VII. DELEGATION, ASSIGNMENT, AND SUBCONTRACTS**

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

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

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

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

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

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

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

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

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

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

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

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

6 7 **VIII. EMPLOYEE ELIGIBILITY VERIFICATION**

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

17 18 **IX. EQUIPMENT**

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

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

36 C. Upon ADMINISTRATOR's prior written approval, CONTRACTOR may expense to
37 COUNTY the cost of the approved Equipment purchased by CONTRACTOR. To "expense," in

1 relation to Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it
2 is purchased. Title of expensed Equipment shall be vested with COUNTY.

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

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

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

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

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

21 22 **X. FACILITIES, PAYMENTS AND SERVICES**

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

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

34 35 **XI. INDEMNIFICATION AND INSURANCE**

36 A. CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY,
37 and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special

1 districts and agencies for which COUNTY's Board of Supervisors acts as the governing Board
2 ("COUNTY INDEMNITEES") harmless from any claims, demands or liability of any kind or nature,
3 including but not limited to personal injury or property damage, arising from or related to the services,
4 products or other performance provided by CONTRACTOR pursuant to this Agreement. If judgment is
5 entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the
6 concurrent active negligence of COUNTY or COUNTY INDEMNITEES, CONTRACTOR and
7 COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request
8 a jury apportionment.

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

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

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

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

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

37 3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to

1 which the duty to defend stated above applies, and the CONTRACTOR's SIR provision shall be
2 interpreted as though the CONTRACTOR was an insurer and the COUNTY was the insured.

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

7 F. QUALIFIED INSURER

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

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$2,000,000 aggregate
Automobile Liability including coverage	\$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
Sexual Misconduct Liability	\$1,000,000 aggregate
Sexual Misconduct Liability	\$1,000,000 per occurrence

37 H. REQUIRED COVERAGE FORMS

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

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

5 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

34 M. If CONTRACTOR's Professional Liability and/or Network Security & Privacy Liability are
35 "Claims Made" policies, CONTRACTOR shall agree to maintain coverage for two (2) years following
36 the completion of the Agreement. The Commercial General Liability policy shall contain a "severability
37 of interests" clause also known as a "separation of insureds" clause (standard in the ISO CG 0001

1 policy).

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

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

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

14 Q. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

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

XII. INSPECTIONS AND AUDITS

1
2
3 A. ADMINISTRATOR, any authorized representative of COUNTY, any authorized representative
4 of the State of California, the Secretary of the United States Department of Health and Human Services,
5 the Comptroller General of the United States, or any other of their authorized representatives, shall have
6 access to any books, documents, and records, including but not limited to, financial statements, general
7 ledgers, relevant accounting systems, medical and client records, of CONTRACTOR that are directly
8 pertinent to this Agreement, for the purpose of responding to a beneficiary complaint or conducting an
9 audit, review, evaluation, or examination, or making transcripts during the periods of retention set forth
10 in the Records Management and Maintenance Paragraph of this Agreement. Such persons may at all
11 reasonable times inspect or otherwise evaluate the services provided pursuant to this Agreement, and the
12 premises in which they are provided.

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

C. AUDIT RESPONSE

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

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

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

33 E. CONTRACTOR shall forward to ADMINISTRATOR a copy of any audit report within
34 fourteen (14) calendar days of receipt. Such audit shall include, but not be limited to, management,
35 financial, programmatic or any other type of audit of CONTRACTOR's operations, whether or not the
36 cost of such operation or audit is reimbursed in whole or in part through this Agreement.
37

XIII. LICENSES AND LAWS

1
2 A. CONTRACTOR, its officers, agents, employees, affiliates, and subcontractors shall, throughout
3 the term of this Agreement, maintain all necessary licenses, permits, approvals, certificates,
4 accreditations, waivers, and exemptions necessary for the provision of the services hereunder and
5 required by the laws, regulations and requirements of the United States, the State of California,
6 COUNTY, and all other applicable governmental agencies. CONTRACTOR shall notify
7 ADMINISTRATOR immediately and in writing of its inability to obtain or maintain, irrespective of the
8 pendency of any hearings or appeals, permits, licenses, approvals, certificates, accreditations, waivers
9 and exemptions. Said inability shall be cause for termination of this Agreement.

B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

10
11 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State
12 reporting requirements regarding its employees and with all lawfully served Wage and Earnings
13 Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the
14 term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach
15 of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the
16 COUNTY shall constitute grounds for termination of the Agreement.

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

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

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

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

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

- 30 1. ARRA of 2009.
- 31 2. WIC, Division 5, Community Mental Health Services.
- 32 3. WIC, Division 6, Admissions and Judicial Commitments.
- 33 4. WIC, Division 7, Mental Institutions.
- 34 5. HSC, §§1250 et seq., Health Facilities.
- 35 6. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.
- 36 7. CCR, Title 9, Rehabilitative and Developmental Services.
- 37 8. CCR, Title 17, Public Health.

- 1 9. CCR, Title 22, Social Security.
- 2 10. CFR, Title 42, Public Health.
- 3 11. CFR, Title 45, Public Welfare.
- 4 12. USC Title 42. Public Health and Welfare.
- 5 13. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.
- 6 14. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.
- 7 15. 42 USC §1857, et seq., Clean Air Act.
- 8 16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.
- 9 17. 31 USC 7501.70, Federal Single Audit Act of 1984.
- 10 18. Policies and procedures set forth in Mental Health Services Act.
- 11 19. Policies and procedures set forth in DHCS Letters.
- 12 20. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.
- 13 21. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,
- 14 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for
- 15 Federal Awards.

17 **XIV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

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

1
2
3 **XV. MAXIMUM OBLIGATION**

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

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

10 **XVI. MINIMUM WAGE LAWS**

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

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

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

25
26 **XVII. NONDISCRIMINATION**

27 **A. EMPLOYMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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XVIII. NOTICES

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

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

2. When faxed, transmission confirmed;

3. When sent by Email; or

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

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

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

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

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XIX. NOTIFICATION OF DEATH

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

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

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

2. WRITTEN NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27 28 **XXII. RESEARCH AND PUBLICATION**

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

32 **XXIII. SEVERABILITY**

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

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2 **XXIV. SPECIAL PROVISIONS**

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

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

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

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

1 CONTRACTOR's clients.

2 **XXV. STATUS OF CONTRACTOR**

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

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15 **XXVI. TERM**

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

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

24
25 **XXVII. TERMINATION**

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

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

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

- 34 1. The loss by CONTRACTOR of legal capacity.
35 2. Cessation of services.
36 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
37 another entity without the prior written consent of COUNTY.

1 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
2 required pursuant to this Agreement.

3 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of
4 this Agreement.

5 6. The continued incapacity of any physician or licensed person to perform duties required
6 pursuant to this Agreement.

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

11 D. CONTINGENT FUNDING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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18 **XXVIII. THIRD PARTY BENEFICIARY**

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

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23 **XXIX. WAIVER OF DEFAULT OR BREACH**

24 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
25 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
26 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
27 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
28 Agreement.

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32 **XXX. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

33 (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work
34 which may require or involve the employment of laborers or mechanics shall require or permit any
35 such laborer or mechanic in any workweek in which he or she is employed on such work to work in
36 excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a
37 rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty
hours in such workweek.

1 (2) *Violation; liability for unpaid wages; liquidated damages.* In the event of any violation of the clause
 2 set forth in paragraph (1) of this section the contractor and any subcontractor responsible therefor
 3 shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to
 4 the United States (in the case of work done under contract for the District of Columbia or a territory,
 5 to such District or to such territory), for liquidated damages. Such liquidated damages shall be
 6 computed with respect to each individual laborer or mechanic, including watchmen and guards,
 7 employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$27 for
 8 each calendar day on which such individual was required or permitted to work in excess of the
 9 standard workweek of forty hours without payment of the overtime wages required by the clause set
 10 forth in paragraph (1) of this section.

11 (3) *Withholding for unpaid wages and liquidated damages.* The County shall upon its own action or
 12 upon written request of an authorized representative of the Department of Labor withhold or cause
 13 to be withheld, from any moneys payable on account of work performed by the contractor or
 14 subcontractor under any such contract or any other Federal contract with the same prime contractor,
 15 or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards
 16 Act, which is held by the same prime contractor, such sums as may be determined to be necessary to
 17 satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages
 18 as provided in the clause set forth in paragraph (2) of this section.

19 (4) *Subcontracts.* The contractor or subcontractor shall insert in any subcontracts the clauses set forth
 20 in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include
 21 these clauses in any lower tier subcontracts. The prime contractor shall be responsible for
 22 compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs
 23 (1) through (4) of this section.”

24 **XXXI. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

25 Clean Air Act

26 1. The Contractor agrees to comply with all applicable standards, orders or regulations issued
 27 pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

28 2. The Contractor agrees to report each violation to the County and understands and agrees that the
 29 County will, in turn, report each violation as required to assure notification to the Federal Emergency
 30 Management Agency, and the appropriate Environmental Protection Agency Regional Office.

31 3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000
 32 financed in whole or in part with Federal assistance provided by FEMA.

33 Federal Water Pollution Control Act

34 1. The Contractor agrees to comply with all applicable standards, orders, or regulations issued
 35 pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

36 2. The Contractor agrees to report each violation to the County and understands and agrees that the
 37

1 County will, in turn, report each violation as required to assure notification to the Federal Emergency
2 Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3 3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000
4 financed in whole or in part with Federal assistance provided by FEMA.

5 6 **XXXII. SUSPENSION AND DEBARMENT**

7 (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As
8 such, the Contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. §
9 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or
10 disqualified (defined at 2 C.F.R. § 180.935).

11 (2) The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and
12 must include a requirement to comply with these regulations in any lower tier covered transaction it
13 enters into.

14 (3) This certification is a material representation of fact relied upon by County. If it is later determined
15 that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in
16 addition to remedies available to County, the Federal Government may pursue available remedies,
17 including but not limited to suspension and/or debarment.

18 (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2
19 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may
20 arise from this offer. The bidder or proposer further agrees to include a provision requiring such
21 compliance in its lower tier covered transactions

22 23 **XXXIII. BYRD ANTI-LOBBYING AMENDMENT**

24 Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

25 Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each
26 tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any
27 person or organization for influencing or attempting to influence an officer or employee of any agency,
28 a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in
29 connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352.
30 Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with
31 obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in
32 turn will forward the certification(s) to the awarding agency. Contractor must execute the certification,
33 as provided in Attachment C.

34 35 **XXXIV. PROCUREMENT OF RECOVERED MATERIALS**

36 i. In the performance of this contract, the Contractor shall make maximum use of products
37 containing recovered materials that are EPA-designated items unless the product cannot be acquired

1 1. Competitively within a timeframe providing for compliance with the contract performance
2 schedule;

3 2. Meeting contract performance requirements; or

4 3. At a reasonable price.

5 ii. Information about this requirement, along with the list of EPA- designated items, is available at
6 EPA's Comprehensive Procurement Guidelines web site, [https://www.epa.gov/smm/comprehensive-
7 procurement-guideline-cpg-program](https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program).

8 iii. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of
9 the Solid Waste Disposal Act.

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11 **XXXV. ACCESS TO RECORDS:**

12 (1) The Contractor agrees to provide County, the FEMA Administrator, the Comptroller
13 General of the United States, or any of their authorized representatives access to any books, documents,
14 papers, and records of the Contractor which are directly pertinent to this contract for the purposes of
15 making audits, examinations, excerpts, and transcriptions.

16 (2) The Contractor agrees to permit any of the foregoing parties to reproduce by any means
17 whatsoever or to copy excerpts and transcriptions as reasonably needed.

18 (3) The Contractor agrees to provide the FEMA Administrator or his authorized representatives
19 access to construction or other work sites pertaining to the work being completed under the contract.

20 (4) In compliance with the Disaster Recovery Act of 2018, the County and the Contractor
21 acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews
22 by the FEMA Administrator or the Comptroller General of the United States.

23
24 **XXXVI. DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO, AND**
25 **FLAGS**

26 The Contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of
27 DHS agency officials without specific FEMA pre-approval

28 //

29 //

30 **XXXVII. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE**
31 **ORDERS**

32 This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the
33 contract. The Contractor will comply with all applicable Federal law, regulations, executive orders,
34 FEMA policies, procedures, and directives.

35
36 **XXXVIII. NO OBLIGATION BY FEDERAL GOVERNMENT**

37

1 The Federal Government is not a party to this contract and is not subject to any obligations or liabilities
2 to the non-Federal entity, Contractor, or any other party pertaining to any matter resulting from the
3 contract.

4
5 **XXXIX. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR**
6 **RELATED ACTS**

7 The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and
8 Statements) applies to the Contractor’s actions pertaining to this contract.

9
10 **XL. SINGLE AUDIT REQUIREMENT**

11 The Contractor shall retain a licensed certified public accountant, who will prepare an annual Single
12 Audit as required by 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part
13 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
14 Awards. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14)
15 calendar days of receipt

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

3
4 WESTERN YOUTH SERVICES

5
6
7 BY: _____ DATED: _____

8
9 TITLE: _____

10
11
12
13
14 COUNTY OF ORANGE

15
16
17 BY: _____ DATED: _____

18 HEALTH CARE AGENCY

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

27
28
29 BY: _____ DATED: _____

30 DEPUTY

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

1 EXHIBIT A
 2 TO AGREEMENT FOR PROVISION OF
 3 BEHAVIORAL HEALTH TRAINING SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 WESTERN YOUTH SERVICES
 8 DECEMBER 1, 2019 THROUGH JUNE 30, 2022
 9

10 **I. COMMON TERMS AND DEFINITIONS**

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

14 1. ACEs means Adverse Childhood Experiences and refers to all types of abuse, neglect, and
 15 other potential traumatic experiences to people under the age of 18.

16 2. Attendee or Individual means person attending the trainings from community members,
 17 non-clinical providers to clinical providers.

18 3. Behavioral Health Condition means diminished cognitive, emotional, or social abilities, but
 19 not to the extent that the criteria for a mental disorder are met.

20 4. Clinical Providers means professionals providing service to community members including
 21 hospital staff, nurses, doctors, licensed clinicians, and community based organizations with clinical
 22 providers and community medical providers.

23 5. Clinical Social Worker (CSW) refers to an individual who meets the minimum professional
 24 and licensure requirements set forth in Title 9, CCR, Section 625, and has two (2) years of post-master's
 25 clinical experience in a mental health setting.

26 6. Community Member means a person who lives, learn and work in COUNTY. A person
 27 includes, but not limited to, children, youth and families residing in Orange County, public agencies,
 28 nonprofit organizations, and clinical providers. Person may or may not work in behavioral health
 29 related field.

30 7. Continuing Education Units (CEUs) means an accredited continuing education program
 31 designed for professionals to maintain certificates or licenses in their profession.

32 8. Early Intervention means the act of intervening, interfering or interceding at the
 33 manifestation of a Behavioral Health Condition, with the intent of measurably improving the condition
 34 or to prevent a Behavioral Health Condition from getting worse.

35 9. Evaluation means the systematic collection, analysis, and use of training information to
 36 measure and assess the value and impact of training.

37 //

1 10. Evidence-Based Practice (EBP) means the range of training utilized for which there is
 2 consistent scientific evidence showing they improved Consumer outcomes and meets the following
 3 criteria: it has been replicated in more than one geographic or practice setting with consistent results; it
 4 is recognized in scientific journals by one or more published articles; it has been documented and put
 5 into manual forms; it produces specific outcomes when adhering to the fidelity of the model. An
 6 evidence-based practice has quantitative and qualitative data showing positive outcomes and has been
 7 subject to expert/peer review that has determined that a particular approach or strategy has a significant
 8 level of evidence of effectiveness.

9 11. Face-to-Face Training means a format of instruction which has physical presence and
 10 interaction between attendee and provider.

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

15 13. Marriage and Family Therapist (MFT) refers to an individual who meets the minimum
 16 professional and licensure requirements set forth in CCR, Title 9, Section 625.

17 14. Mental Health Services Act (MHSA) means the law that provides funding for expanded
 18 community mental health services, also known as “Proposition 63”.

19 15. Non-Clinical (non-mental health) Providers means providers working in the community
 20 locations, such as Boys and Girls Clubs, faith-based centers (churches), public and charter schools and
 21 homeless agencies.

22 16. Online Training means a format of instruction that takes place completely on the internet
 23 and has no physical encounter between attendee and provider.

24 17. Outcome Measures means measurable change and impact that occurs as a result.

25 18. Outreach means the Outreach to community members to advertise to appropriate behavioral
 26 health training and may include activities that involve educating the community about early prevention
 27 and intervention skillset. Outreach strategies may include web-based adverting and communicating
 28 through web-based interfaces.

29 19. Prevention means the group or individual interventions that occur before the initial onset of
 30 a behavioral health condition. Prevention promotes positive cognitive, social and emotional
 31 development and encourages a state of well-being that allows the individuals to function well in the face
 32 of changing and sometimes challenging circumstances.

33 20. Psychiatrist means an individual who meets the minimum professional and licensure
 34 requirements set forth in Title 9, CCR, Section 623.

35 21. Psychologist means an individual who meets the minimum professional and licensure
 36 requirements set forth in Title 9, CCR, Section 624.

37 //

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

1 C. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete
 2 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type
 3 of service for which payment is claimed. Any apportionment of or distribution of costs, including
 4 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will
 5 be made in accordance with GAAP.

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

8 9 **III. PAYMENTS**

10 A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of \$52,976 per
 11 month for Period One, \$45,833 per month for Period Two, \$48,923 per month for Period Three,
 12 \$56,250 per month for Period Four, and \$64,687 per month for Period Five. All payments are interim
 13 payments only and are subject to Final Settlement in accordance with the Cost Report Paragraph of the
 14 Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services,
 15 which may include Indirect Administrative Costs, as identified in Subparagraph II.A. of this Exhibit A to
 16 the Agreement; provided, however, the total of such payments does not exceed COUNTY's Amount
 17 Not to Exceed for each period as specified in the Referenced Contract Provisions of the Agreement
 18 and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, State and/or
 19 Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental billings for any month
 20 for which the provisional amount specified above has not been fully paid.

21 ~~A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of \$52,976 per~~
 22 ~~month for Period One, \$45,833 per month for Period Two, \$48,923 for Period Three, and \$56,250 for~~
 23 ~~Period Four. All payments are interim payments only and are subject to Final Settlement in accordance~~
 24 ~~with the Cost Report Paragraph of the Contract for which CONTRACTOR shall be reimbursed for the~~
 25 ~~actual cost of providing the services, which may include Indirect Administrative Costs, as identified in~~
 26 ~~Subparagraph II.A. of this Exhibit A to the Contract; provided, however, the total of such payments does~~
 27 ~~not exceed COUNTY's Amount Not to Exceed for each period as specified in the Referenced Contract~~
 28 ~~provisions of the Contract and, provided further, CONTRACTOR's costs are reimbursable pursuant to~~
 29 ~~COUNTY, State and/or Federal regulations. ADMINISTRATOR may, at its discretion, pay~~
 30 ~~supplemental billings for any month for which the provisional amount specified above has not been~~
 31 ~~fully paid.~~

32
 33 ~~A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of~~
 34 ~~\$52,976 per month for Period One, \$45,833 per month for Period Two, and \$48,923 for Period Three.~~
 35 ~~All payments are interim payments only and are subject to Final Settlement in accordance with the Cost~~
 36 ~~Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost~~
 37 ~~of providing the services, which may include Indirect Administrative Costs, as identified in~~

~~Subparagraph H.A. of this Exhibit A to the Agreement; provided, however, the total of such payments does not exceed COUNTY's Maximum Obligation for each period as specified in the Referenced Contract provisions of the Agreement and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, State and/or Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental billings for any month for which the provisional amount specified above has not been fully paid.~~

1. In support of the monthly invoices, 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 COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the year-to-date provisional amount payments to CONTRACTOR and the year-to-date actual cost incurred by CONTRACTOR.

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

B. CONTRACTOR's invoices shall be on a form approved or supplied by COUNTY and provide such information as is required by ADMINISTRATOR. Invoices are due the tenth (10th) calendar day of 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 thirty (30) calendar days after receipt of the correctly completed invoice form.

C. All invoices to COUNTY shall be supported, at CONTRACTOR's facility, by source documentation including, but not limited to, ledgers, journals, time sheets, invoices, bank statements, 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.

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

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

IV. REPORTS

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

3 B. FISCAL

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

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

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

25 D. PROGRAMMATIC – Throughout the term of the Agreement, CONTRACTOR shall submit
26 monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR
27 no later than twenty (20) calendar days following the end of the month being reported. Programmatic
28 reports shall be in a format(s) approved by ADMINISTRATOR and shall include a description of
29 CONTRACTOR's progress in implementing the provisions of the Agreement, highlights of any
30 activities for the reporting month, and any pertinent facts or interim findings, staff changes, and status of
31 licenses and/or certifications. CONTRACTOR shall be prepared to present and discuss their
32 programmatic reports at their monthly scheduled meetings with ADMINISTRATOR and shall state
33 whether or not it is progressing satisfactorily in achieving all the terms of the Agreement, and if not,
34 shall specify what steps are being taken to achieve satisfactory progress.

35 E. SPECIAL INCIDENT REPORTS (SIR) – CONTRACTOR shall notify COUNTY and provide
36 information of special incidents, conditions, or issues that adversely affect the quality or accessibility of
37 member-related services provided by, or under contract with, COUNTY as identified in the

1 ADMINISTRATOR Policies and Procedures (P&Ps) within twenty-four (24) hours. CONTRACTOR
 2 shall complete SIR to ADMINISTRATOR in accordance with guidelines provided by
 3 ADMINISTRATOR. The special incidents shall include all adverse incidents affecting the physical
 4 and/or emotional welfare but not limited to serious physical harm to self or others, serious destruction of
 5 property, developments, etc., and which may raise liability issues with COUNTY.

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

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

12 **V. SERVICES**

13 **A. FACILITY –**

14 1. CONTRACTOR shall maintain facility/(ies) for the provision of Behavioral Health
 15 Training services described herein at the following location(s), or any other location, approved, in
 16 advance, in writing, by ADMINISTRATOR. The facility shall include space to support the services
 17 identified within the Agreement.
 18

19
 20 23461 South Pointe Drive, Suite,220
 21 Laguna Hills, CA 92653
 22

23 2. CONTRACTOR shall maintain regularly scheduled service hours, as approved by
 24 ADMINISTRATOR and maintain the capability to provide services in the evening hours and on
 25 weekends when necessary to accommodate Participants.

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

28 **B. PERSONS TO BE SERVED –** CONTRACTOR shall provide services to community members,
 29 non-clinical providers (non-mental health) and clinical providers working in the community.
 30 The community member population includes, but not limited to, children, youth and families residing in
 31 Orange County, public agencies, nonprofit organizations, and service providers.

32 **C. SERVICES TO BE PROVIDED**

33 1. CONTRACTOR's training services shall include, but is not limited to, provision of the
 34 following service components:

35 a. Tier 1) Community at large (general Public) trainings are open to the general public
 36 who are seeking information about behavioral health and will be facilitated in community locations.

37 b. Tier 2) Non-clinical provider training shall focus on members of the community who

1 interact with or provide services for those experiencing a behavioral health condition., These providers
2 may include public or private schools, child care sites, colleges/universities, veteran service agencies,
3 law enforcement, shelter operators, probation/parole, homeless or housing providers, religious leaders,
4 faith based centers, business, and more.

5 c. Tier 3) Clinical provider training will focus on members of the community who
6 provide a direct service to current or potential behavioral health clients who would like continued
7 education or to increase their knowledge of specific behavioral health skills. These providers may
8 include hospital staff, nurses, doctors, licensed clinicians, community-based organizations with clinical
9 programs, community medical providers, and more. Continuing education units may be provided as part
10 of these trainings.

11 d. Certificates of completion must be provided for all trainings provided.

12 2. CONTRACTOR shall develop a website or web pages on their existing website with the
13 following components:

14 a. Promotional information and schedules of upcoming trainings at a minimum of a month
15 in advance of scheduled trainings;

16 b. Registration links for the community to electronically register and cancel attendance for
17 trainings;

18 c. Feedback opportunities for the community or participants to submit ideas for upcoming
19 trainings or personal experiences in trainings provided by this contract;

20 d. Links for more information about behavioral health issues and services available in the
21 community (ie. HCA OCLINKS, Network of Care websites, etc.)

22 e. Training materials provided at past trainings as appropriate; and links to behavioral
23 health educational information available online

24 f. A minimum of 30 online behavioral health trainings available to the general
25 community. These trainings can be videos of past trainings offered by CONTRACTOR or
26 SUBCONTRACTORS; purchased online trainings, or new trainings developed by CONTRACTOR.
27 All online trainings must be approved by ADMINISTRATOR before being posted online. Online
28 trainings must also have a registration component to allow CONTRACTOR to track numbers of views,
29 completions, and capture demographic data and satisfaction of those participating. A certificate of
30 completion must be provided for participants who complete any online training that can be printed from
31 the online platform.

32 3. CONTRACTOR shall incorporate applicable Evidence-Based Practices, or promising
33 practices, in development of curriculums for the development and provision of behavioral health
34 trainings. CONTRACTOR shall deliver trainings and activities to develop competencies to build
35 resiliency and improve awareness of behavioral health issues. All training topics must be approved by
36 ADMINISTRATOR before they are advertised for community registration. This includes all site
37 specific trainings facilitated at schools, community organizations, law enforcement, or any other

1 provider location.

2 4. CONTRACTOR shall make every reasonable effort to accommodate Attendees'
3 developmental, cultural and linguistic needs. In the event that such needs cannot be immediately met,
4 CONTRACTOR shall seek assistance from other community resources.

5 a. CONTRACTOR shall customize presentation to distinct audiences such as children,
6 youth, adults, older adults, persons with limited English proficiency, veterans, the deaf and hard of
7 hearing, and LGBTQI when necessary.

8 b. CONTRACTOR shall maintain documentation of County sponsored or other applicable
9 training, such as Cultural Competency Training, copies of literature in multiple languages and formats,
10 as appropriate.

11 5. CONTRACTOR shall actively collaborate, coordinate, and integrate the training services
12 provided under the Agreement with various partners, approved by ADMINISTRATOR. This includes
13 establishing and maintaining mutually agreed upon communication deemed appropriate by
14 ADMINISTRATOR, to discuss standards/guidelines and planning of distribution or sites of services
15 provided under the Agreement.

16 6. CONTRACTOR shall develop procedures on gathering evaluation and data at the end of
17 each training. Collected evaluation will measure the growth of skillsets of attendees and provide
18 feedback on the trainer(s) and content. Also, suggestions, feedback and future training requests shall be
19 collected to meet the needs of the community.

20 7. CONTRACTOR shall establish and maintain a database sufficient to meet the reporting
21 requirements by County. The reporting shall include, but not be limited to:

- 22 a. Name of trainings, date, time, location, and contact information for questions;
23 b. Curriculum of trainings, name of presenters, and number of attendees;
24 c. Narrative of challenges and success of providing services.

25 8. CONTRACTOR shall maintain confidentiality including attendee-specific information, and
26 shall take measures to prudently safeguard and protect unauthorized disclosure of the information, and
27 shall establish internal policies to ensure compliance with federal and state laws and regulations
28 regarding confidentiality. CONTRACTOR shall ensure electronic files are in compliance with the
29 federal Health Insurance Portability and Accountability Act (HIPAA) of 1996, and the terms of their
30 Agreement with County.

31 9. CONTRACTOR shall outreach to community members to promote available training
32 information to targeted population. CONTRACTOR shall attain approval by ADMINISTRATOR of
33 written material including online and brochures prior to distribution and use.

34 10. CONTRACTOR shall develop comprehensive policies and procedures and consistent
35 methodology for tracking, projecting, and reporting all Units Of Service (UOS). Methodologies may
36 include but are not limited to: sign in sheets, satisfaction surveys collected at the end of trainings, and
37 documentation of trainings.

1 11. CONTRACTOR shall develop policies and procedures that address cancellation of
 2 trainings or no shows for scheduled trainings. The minimum number of attendees shall be established in
 3 policies and procedures to be tallied as Units Of Service.

4 12. CONTRACTOR shall be responsible for all services provided by subcontracted providers
 5 and, as such, shall ensure adequate oversight of subcontracted providers. CONTRACTOR shall develop
 6 and implement a Monitoring Plan for subcontracted services providers, including, but not limited to,
 7 ensuring providers comply with the terms of the resulting agreement with COUNTY. CONTRACTOR
 8 shall also ensure that all subcontracts have procedures for the prevention, detection, and reporting of
 9 suspected fraud and abuse. All subcontracts shall be approved in advance by County.

10 13. CONTRACTOR shall develop, implement, and maintain a complaint and grievance process
 11 that provides a means to address/resolve community member’s complaints about services received by
 12 CONTRACTOR, and shall have written policies and procedures approved by County for this purpose.

13 14. CONTRACTOR shall attend monthly meetings with ADMINISTRATOR to discuss
 14 contractual and other issues related to, but not limited to, compliance with policies and procedures,
 15 statistics, performance outcomes, and address any aspect of the services.

16 15. ADMINISTRATOR shall provide, or cause to be provided, training and ongoing
 17 consultation to CONTRACTOR’s staff to assist CONTRACTOR in ensuring compliance with
 18 ADMINISTRATOR Standard of care practices, P&P, documentation standards and any state regulatory
 19 requirements.

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

25 **D. UNITS OF SERVICE**
 26 **CONTRACTOR shall achieve, track, and report, at a minimum, the following units of service:**

	<u>MINIMUM NUMBER OF TRAININGS</u>				
	<u>PERIOD ONE</u>	<u>PERIOD</u>	<u>PERIOD THREE</u>	<u>PERIOD</u>	<u>PERIOD</u>
<u>Minimum number of participants trained</u>	<u>2,790</u>	<u>9,520</u>	<u>9,520</u>	<u>9,520</u>	<u>10,948</u>
<u>Minimum number of trainings</u>	<u>279</u>	<u>476</u>	<u>476</u>	<u>476</u>	<u>548</u>

<u>Participant Satisfaction</u>	<u>Minimum of 80% will be satisfied with services</u>
---------------------------------	---

CONTRACTOR shall be responsible for monthly data reporting of all aspects of this contract, including services provided by each subcontractor.

~~D. UNITS OF SERVICE~~

~~CONTRACTOR shall achieve, track, and report, at a minimum, the following units of service:~~

~~#~~
~~#~~
~~#~~

<u>TRAINING PROVIDER MIMIMUM EXPECTATIONS</u>	
<u>Provider</u>	<u>Minimum Number of Trainings</u>
<u>Western Youth Services – In person</u>	<u>120</u>
<u>Western Youth Services – Online</u>	<u>30</u>
<u>OMID Multicultural Institute for Development</u>	<u>50</u>
<u>Seneca Family of Agencies</u>	<u>70</u>
<u>National Alliance on Mental Illness (NAMI-OC)</u>	<u>102</u>
<u>Child Guidance Center, Inc.</u>	<u>58</u>
<u>Multi Ethnic Collaborative of Community Agencies (MECCA)</u>	<u>46</u>
<u>Total Trainings</u>	<u>476</u>

<u>MINIMUM NUMBER OF TRAININGS</u>				
	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	<u>PERIOD FOUR</u>
<u>Minimum number of participants trained</u>	<u>2,790</u>	<u>9,520</u>	<u>9,520</u>	<u>9,520</u>
<u>Minimum number of trainings</u>	<u>279</u>	<u>476</u>	<u>476</u>	<u>476</u>
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TRAINING PROVIDER MIMMUM EXPECTATIONS			
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Multi-Ethnic Collaborative of Community Agencies (MECCA)	46		
Total Trainings	476		
MINIMUM NUMBER OF TRAININGS			
	PERIOD ONE	PERIOD TWO	PERIOD THREE
Minimum number of participants trained	2,790	9,520	9,520
Minimum number of trainings	279	476	476
Participant Satisfaction	Minimum of 80% will be satisfied with services		

~~CONTRACTOR shall be responsible for monthly data reporting of all aspects of this contract, including services provided by each subcontractor.~~

E. PERFORMANCE OUTCOMES MEASURES

1. CONTRACTOR shall track and implement ADMINISTRATOR approved outcome measures during the term of the Agreement. Outcome measures shall provide, but are not limited to a quantifiable measure to assess overall training effectiveness and quality. CONTRACTOR shall cooperate in data collection in order to develop baseline figures for future evaluation report in terms of satisfaction and quality of services.

2. CONTRACTOR shall be responsible for measuring and reporting outcome data on which targeted populations are being reached, how training is contributing to attendee's behavioral health conditions and implementation of skillsets.

3. CONTRACTOR shall strive to meet the following outcome measure goals and applicable to targeted population being served. Satisfaction surveys will be completed for all provided trainings both in person and online. Additional outcome measures for specific trainings will be discussed and implemented based on mutual agreement between CONTRACTOR and ADMINISTRATOR.

4. CONTRACTOR shall provide the COUNTY with monthly data reports by the twentieth of each month, or as needed upon request of ADMINISTRATOR.

5. CONTRACTOR shall, on an ongoing basis and in partnership with ADMINISTRATOR, develop, modify, and incorporate different and/or additional outcome measurements, as approved by ADMINISTRATOR.

6. CONTRACTOR shall collect data including demographics such as age groups, race and ethnicity, and culture/community (e.g., veterans, deaf and hard of hearing; Lesbian, Gay, Bisexual, Transgender, Questioning, and Intersex).

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

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

VI. STAFFING

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

	<u>FTE</u>
<u>Director of Training</u>	<u>0.10</u>
<u>Program Supervisor</u>	<u>0.25</u>
<u>Master Trainer</u>	<u>0.30</u>
<u>Trainer(s)</u>	<u>0.90</u>
<u>Training Coordinator</u>	<u>1.00</u>
<u>Administrative Assistant</u>	<u>0.50</u>
<u>TOTAL FTE</u>	<u>3.05"</u>

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

<u>Staff</u>	<u>FTE</u>
—Associate Clinical Director	0.05
—Master Trainer	0.30
—Trainer(s)	0.75
—Training Coordinator	1.00

Administrative Assistant	1.00
Program Director	0.50
Total	3.60

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

Staff	FTE
Associate Clinical Director	0.05
Master Trainer	0.25
Trainer(s)	0.40
Training Coordinator	1.00
Administrative Assistant	1.00
Program Director	0.40
Total	3.10

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

C. CONTRACTOR shall provide ongoing supervision to volunteers and/or interns consistent with the prevailing educational and practice standards or as specified by ADMINISTRATOR.

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

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

F. CONTRACTOR shall ensure that all staff, albeit paid or unpaid, complete necessary training prior to discharging duties associated with their titles and any other training necessary to assist the CONTRACTOR and COUNTY to be in compliance with prevailing standards of practice as well as

1 State and Federal regulatory requirements.

2 G. CONTRACTOR shall provide ongoing supervision throughout all shifts to all staff, albeit paid
3 or unpaid, direct line staff or supervisors/directors, to enhance service quality. Supervision methods
4 should include debriefings and consultation as needed, individual supervision or one-on-one support,
5 and team meetings.

6 H. ADMINISTRATOR shall provide, or cause to be provided, training and ongoing consultation to
7 CONTRACTOR's staff to assist CONTRACTOR in ensuring compliance with ADMINISTRATOR
8 Standards of Care practices, Policy and Procedures, documentation standards and any State regulatory
9 requirements. CONTRACTOR shall ensure that all staff completes the ADMINISTRATOR's Annual
10 Provider Training.

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

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

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

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

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EXHIBIT B
 TO AGREEMENT FOR PROVISION OF
 BEHAVIORAL HEALTH TRAINING SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 WESTERN YOUTH SERVICES
 DECEMBER 1, 2019 THROUGH JUNE 30, 2022

I. BUSINESS ASSOCIATE CONTRACT

A. GENERAL PROVISIONS AND RECITALS

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

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

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

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

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

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

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

3 B. DEFINITIONS

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

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

9 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35 11. CONTRACTOR agrees to provide COUNTY or an Individual, as directed by COUNTY, in
36 a time and manner to be determined by COUNTY, that information collected in accordance with the
37 //

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

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

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

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

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

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

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

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

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

7 D. SECURITY RULE

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

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

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

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

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

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

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

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

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

4 E. DATA SECURITY REQUIREMENTS

5 1. Personal Controls

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

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

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

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

31 2. Technical Security Controls

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

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

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

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

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

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

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

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

1 3) Arabic numerals (0-9)

2 4) Non-alphanumeric characters (punctuation symbols)

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

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

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

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

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

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

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

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1 3. Audit Controls

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

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

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

15 4. Business Continuity/Disaster Recovery Control

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

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

28 5. Paper Document Controls

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

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

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

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

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

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

19 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

1 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

11 1) The Disclosure is required by law; or

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

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

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

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

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

26 H. PROHIBITED USES AND DISCLOSURES

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

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

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1 I. OBLIGATIONS OF COUNTY

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

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

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

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

13 J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

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EXHIBIT C
 TO AGREEMENT FOR PROVISION OF
 BEHAVIORAL HEALTH TRAINING SERVICES
 BETWEEN
 COUNTY OF ORANGE
 AND
 WESTERN YOUTH SERVICES
 DECEMBER 1, 2019 THROUGH JUNE 30, 2022

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

6 B. TERMS OF AGREEMENT

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

11 2. Responsibilities of CONTRACTOR

12 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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1 **Exhibit D**

2

3 **ATTACHMENT I**

4

5 **CERTIFICATION REGARDING ANTI-LOBBYING**

6 **I. CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND**

7 **COOPERATIVE AGREEMENTS**

8

9

10 The undersigned certifies, to the best of his or her knowledge and belief, that:

11 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the

12 undersigned, to any person for influencing or attempting to influence an officer or employee of

13 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a

14 Member of Congress in connection with the awarding of any Federal contract, the making of

15 any Federal grant, the making of any Federal loan, the entering into of any cooperative

16 agreement, and the extension, continuation, renewal, amendment, or modification of any

17 Federal contract, grant, loan, or cooperative agreement.

18

19 2. If any funds other than Federal appropriated funds have been paid or will be paid to any

20 person for influencing or attempting to influence an officer or employee of any agency, a

21 Member of Congress, an officer or employee of Congress, or an employee of a Member of

22 Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the

23 undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report

24 Lobbying," in accordance with its instructions.

25

26 3. The undersigned shall require that the language of this certification be included in the

27 award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts

28 under grants, loans, and cooperative agreements) and that all subrecipients shall certify and

29 disclose accordingly.

30

31 This certification is a material representation of fact upon which reliance was placed when this

32 transaction was made or entered into. Submission of this certification is a prerequisite for

33 making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any

34 person who fails to file the required certification shall be subject to a civil penalty of not less

35 than \$10,000 and not more than \$100,000 for each such failure.

