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REFERENCED AGREEMENT PROVISIONS

Term: July 1, 2023 through June 30, 2026

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

Period Two means the period from July 1, 2024 through June 30, 2025

Period Three means the period from July 1, 2025 through June 30, 2026

Maximum Obligation:

Period One Maximum Obligation: \$3,000,000

Period Two Maximum Obligation: 3,000,000

Period Three Maximum Obligation: 3,000,000

TOTAL AGGREGATE MAXIMUM OBLIGATION: \$9,000,000

Basis for Reimbursement: Actual Cost

Payment Method: Monthly In Arrears

CONTRACTOR UEI Number: XSV4J4VBMUH8

CONTRACTOR TAX ID Number: 95-2877102

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Agreement Development and Management
405 West 5th Street, Suite 600
Santa Ana, CA 92701-4637

CONTRACTOR: Donald Verleur, CEO
Olive Crest
2130 E. Fourth Street, Suite 200
Santa Ana, CA 92705
donald-verleur@olivecrest.org

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I. ACRONYMS

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

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3		
4	A.	AB 109 Assembly Bill 109, 2011 Public Safety Realignment
5	B.	AES Advanced Encryption Standard
6	C.	AIDS Acquired Immune Deficiency Syndrome
7	D.	ARRA American Recovery and Reinvestment Act of 2009
8	E.	ASAM PPC American Society of Addiction Medicine Patient Placement Criteria
9	F.	ASI Addiction Severity Index
10	G.	ASRS Alcohol and Drug Programs Reporting System
11	H.	BBS Board of Behavioral Sciences
12	I.	BCP Business Continuity Plan
13	J.	BHS Behavioral Health Services
14	K.	CalOMS California Outcomes Measurement System
15	L.	CalOPTIMA California Orange Prevention and Treatment Integrated Medical Assistance
16	M.	CalWORKs California Work Opportunity and Responsibility for Kids
17	N.	CAP Corrective Action Plan
18	O.	CCC California Civil Code
19	P.	CCR California Code of Regulations
20	Q.	CD/DVD Compact Disc/Digital Video or Versatile Disc
21	R.	CEO County Executive Office
22	S.	CESI Client Evaluation of Self at Intake
23	T.	CEST Client Evaluation of Self and Treatment
24	U.	CFDA Catalog of Federal Domestic Assistance
25	V.	CFR Code of Federal Regulations
26	X.	CHDP California Health and Disability Prevention
27	W.	CHHS California Health and Human Services Agency
28	Y.	CHPP COUNTY HIPAA Policies and Procedures
29	Z.	CHS Correctional Health Services
30	AA.	CIPA California Information Practices Act
31	AB.	CMPPA Computer Matching and Privacy Protection Act
32	AC.	COI Certificate of Insurance
33	AD.	CPA Certified Public Accountant
34	AE.	CSW Clinical Social Worker
35	AF.	DHCS California Department of Health Care Services
36	AG.	DHS Direct Service Hours
37	AH.	D/MC Drug/Medi-Cal

1	AI.	DPFS	Drug Program Fiscal Systems
2	AJ.	DRP	Disaster Recovery Plan
3	AK.	DRS	Designated Record Set
4	AL.	DSM-V	Diagnostic and Statistical Manual of Mental Disorders. 5th Edition
5	AM.	EEOC	Equal Employment Opportunity Commission
6	AN.	EHR	Electronic Health Records
7	AO.	E-Mail	Electronic Mail
8	AP.	EOC	Equal Opportunity Clause
9	AQ.	ePHI	Electronic Protected Health Information
10	AR.	EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
11	AS.	FFS	Fee For Service
12	AT.	FIPS	Federal Information Processing Standards
13	AU.	FQHC	Federally Qualified Health Center
14	AV.	FSP	Full Service Partnership
15	AW.	FTE	Full Time Equivalent
16	AX.	GAAP	Generally Accepted Accounting Principles
17	AY.	HCA	County of Orange Health Care Agency
18	AZ.	HHS	Federal Health and Human Services Agency
19	BA.	HIPAA	Health Insurance Portability and Accountability Act of 1996, Public Law
20	104-191		
21	BB.	HITECH Act	Health Information Technology for Economic and Clinical Health Act,
22	Public Law 111-005		
23	BC.	HIV	Human Immunodeficiency Virus
24	BD.	HSC	California Health and Safety Code
25	BE.	ICC	Intensive Care Coordination
26	BF.	ID	Identification
27	BG.	IEA	Information Exchange Agreement
28	BH.	IHBS	Intensive Home Based Services
29	BI.	IRIS	Integrated Records and Information System
30	BJ.	ISO	Insurance Services Officer
31	BK.	ITC	Indigent Trauma Care
32	BL.	LCSW	Licensed Clinical Social Worker
33	BM.	LMFT	Licensed Marriage and Family Therapist
34	BN.	LPCC	Licensed Professional Clinical Counselor
35	BO.	LPT	Licensed Psychiatric Technician
36	BP.	LVN	Licensed Vocational Nurse
37	BQ.	MAT	Medication Assisted Treatment

1	BR.	MFT	Marriage and Family Therapist
2	BS.	MH	Mental Health
3	BT.	MHP	Mental Health Plan
4	BU.	MHS	Mental Health Specialist
5	BV.	MHSA	Mental Health Services Act
6	BW.	MSN	Medical Safety Net
7	BX.	MTP	Master Treatment Plan
8	BY.	NA	Narcotics Anonymous
9	BZ.	NIATx	Network Improvement of Addiction Treatment
10	CA.	NIH	National Institutes of Health
11	CB.	NIST	National Institute of Standards and Technology
12	CC.	NOA	Notice of Action
13	CD.	NP	Nurse Practitioner
14	CE.	NPI	National Provider Identifier
15	CF.	NPP	Notice of Privacy Practices
16	CG.	NPPES	National Plan and Provider Enumeration System
17	CH.	OCEMS	Orange County Emergency Medical Services
18	CI.	OCPD	Orange County Probation Department
19	CJ.	OCR	Federal Office for Civil Rights
20	CK.	OIG	Federal Office of Inspector General
21	CL.	OMB	Federal Office of Management and Budget
22	CM.	OPM	Federal Office of Personnel Management
23	CN.	OQ	Outcome Questionnaire
24	CO.	P&P	Policy and Procedure
25	CP.	PA DSS	Payment Application Data Security Standard
26	CQ.	PATH	Projects for Assistance in Transition from Homelessness
27	CR.	PBM	Pharmaceutical Benefits Management
28	CS.	PC	California Penal Code
29	CT.	PCI DSS	Payment Card Industry Data Security Standards
30	CU.	PCS	Post-Release Community Supervision
31	CV.	PCP	Primary Care Provider
32	CW.	PHI	Protected Health Information
33	CX.	PII	Personally Identifiable Information
34	CY.	POC	Plan of Care
35	CZ.	PRA	California Public Records Act
36	DA.	PSC	Professional Services Agreement System
37	DB.	PWB	Pathways to Well-Being

1	DC.	QI	Quality Improvement
2	DD.	QIC	Quality Improvement Committee
3	DE.	RN	Registered Nurse
4	DF.	SAMHSA	Substance Abuse and Mental Health Services Administration
5	DG.	SAPTBG	Substance Abuse Prevention and Treatment Block Grant
6	DH.	SD/MC	Short-Doyle Medi-Cal
7	DI.	SIR	Self-Insured Retention
8	DJ.	SMA	Statewide Maximum Allowable (rate)
9	DK.	SOW	Scope of Work
10	DL.	SSA	County of Orange Social Services Agency
11	DM.	SUD	Substance Use Disorder
12	DN.	TAY	Transitional Age Youth
13	DO.	TBS	Therapeutic Behavioral Services
14	DP.	TCM	Targeted Case Management
15	DQ.	TFC	Therapeutic Foster Care
16	DR.	UMDAP	Uniform Method of Determining Ability to Pay
17	DS.	UOS	Units of Service
18	DT.	USC	United States Code
19	DU.	WIC	Women, Infants and Children

I. 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.

II. 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 the respective Parties, 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.

III. COMPLIANCE

1
2 A. COMPLIANCE PROGRAM - ADMINISTRATOR has established a Compliance Program for
3 the purpose of ensuring adherence to all rules and regulations related to federal and state health care
4 programs.

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

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

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

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

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

1 required elements within thirty (30) calendar days after ADMINISTRATOR's Compliance Officer's
2 determination and resubmit the same for review by the ADMINISTRATOR.

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

36 1. CONTRACTOR shall ensure completion of Specialized Provider Training by all Covered
37 Individuals relative to this Agreement. This includes compliance with federal and state healthcare

1 program regulations and procedures or instructions otherwise communicated by regulatory agencies;
2 including the Centers for Medicare and Medicaid Services or their agents.

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

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

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

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

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

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

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

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

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

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

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

31 7. CONTRACTOR shall comply with the provisions of the ADMINISTRATOR's Cultural
32 Competency Plan submitted and approved by the state. ADMINISTRATOR shall update the Cultural
33 Competency Plan and submit the updates to the State for review and approval annually. (CCR, Title 9,
34 §1810.410.subds.(c)-(d).

35 F. Failure to comply with the obligations stated in this Compliance Paragraph shall constitute a
36 breach of the Agreement on the part of CONTRACTOR and grounds for COUNTY to terminate the
37 Agreement. Unless the circumstances require a sooner period of cure, CONTRACTOR shall have thirty

1 (30) calendar days from the date of the written notice of default to cure any defaults grounded on this
2 Compliance Paragraph prior to ADMINISTRATOR's right to terminate this Agreement on the basis of
3 such default.

4 5 **IV. CONFIDENTIALITY**

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

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

16 17 **V. CONFLICT OF INTEREST**

18 CONTRACTOR shall exercise reasonable care and diligence to prevent any actions or conditions that
19 could result in a conflict with COUNTY interests. In addition to CONTRACTOR, this obligation shall
20 apply to CONTRACTOR's employees, agents, and subcontractors associated with the provision of goods
21 and services provided under this Agreement. CONTRACTOR's efforts shall include, but not be limited
22 to establishing rules and procedures preventing its employees, agents, and subcontractors from providing
23 or offering gifts, entertainment, payments, loans or other considerations which could be deemed to
24 influence or appear to influence COUNTY staff or elected officers in the performance of their duties.

25 26 **VI. COST REPORT**

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

1 CONTRACTOR shall submit the consolidated Cost Report to COUNTY no later than five (5) business
2 days following approval by ADMINISTRATOR of all individual Cost Reports to be incorporated into a
3 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 of
10 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 and/or
20 consolidated Cost Report within one hundred and eighty (180) calendar days following the termination of
21 this Agreement, and CONTRACTOR has not entered into a subsequent or new agreement for any other
22 services with COUNTY, then all amounts paid to CONTRACTOR by COUNTY during the term of the
23 Agreement shall be immediately reimbursed to COUNTY.

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

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

1 days of submission of the individual and/or consolidated Cost Report or COUNTY may elect to reduce
2 any amount owed CONTRACTOR by an amount not to exceed the reimbursement due COUNTY.

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

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

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

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

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

31
32 **VII. DEBARMENT AND SUSPENSION CERTIFICATION**

33 A. CONTRACTOR certifies that it and its principals:

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

36 2. Have not within a three-year period preceding this Agreement been convicted of or had a
37 civil judgment rendered against them for commission of fraud or a criminal offense in connection with

1 obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract
2 under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement,
3 theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen
4 property.

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

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

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

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

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

20
21 **VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

27 B. CONTRACTOR agrees that if there is a change or transfer in ownership of CONTRACTOR's
28 business prior to completion of this Agreement, and COUNTY agrees to an assignment of the Agreement,
29 the new owners shall be required under the terms of sale or other instruments of transfer to assume
30 CONTRACTOR's duties and obligations contained in this Agreement and complete them to the
31 satisfaction of COUNTY. CONTRACTOR may not assign the rights hereunder, either in whole or in
32 part, without the prior written consent of COUNTY.

33 1. If CONTRACTOR is a nonprofit organization, any change from a nonprofit corporation to
34 any other corporate structure of CONTRACTOR, including a change in more than fifty percent (50%) of
35 the composition of the Board of Directors within a two (2) month period of time, shall be deemed an
36 assignment for purposes of this paragraph, unless CONTRACTOR is transitioning from a community
37 //

1 clinic/health center to a Federally Qualified Health Center and has been so designated by the Federal
2 Government. Any attempted assignment or delegation in derogation of this subparagraph shall be void.

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

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

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

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

22 6. COUNTY reserves the right to immediately terminate the Agreement in the event COUNTY
23 determines, in its sole discretion, that the assignee is not qualified or is otherwise unacceptable to
24 COUNTY for the provision of services under the Agreement.

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

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

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

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

1 interpret this Agreement, the sole and exclusive venue shall be a court of competent jurisdiction located
 2 in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of
 3 such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically
 4 agree to waive any and all rights to request that an action be transferred for adjudication to another county.
 5

6 **X. EMPLOYEE ELIGIBILITY VERIFICATION**

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

17 **XI. EQUIPMENT**

18 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
 19 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
 20 ADMINISTRATOR to assist in performing the services described in this Agreement. "Relatively
 21 Permanent" is defined as having a useful life of one (1) year or longer. Equipment which costs \$5,000 or
 22 over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital
 23 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and other
 24 taxes, and installation costs, or electronic equipment that costs less than \$600 but may contained PHI or
 25 PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to phones,
 26 tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of Equipment
 27 purchased, in whole or in part, with funds paid pursuant to this Agreement shall be depreciated according
 28 to GAAP.

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

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

1 Equipment, means to charge the proportionate cost of Equipment in the fiscal year in which it is purchased.
2 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 with
4 funds paid through this Agreement, including date of purchase, purchase price, serial number, model and
5 type of Equipment. Such inventory shall be available for review by ADMINISTRATOR, and shall
6 include the original purchase date and price, useful life, and balance of depreciated Equipment cost, if
7 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 Parties
16 for substantially the same type and scope of services, at the termination of this Agreement for any cause,
17 CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this
18 Agreement.

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

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

23 CONTRACTOR agrees to provide the services, staffing, facilities, and supplies in accordance with
24 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 29 **XIII. INDEMNIFICATION AND INSURANCE**

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

COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

B. Prior to the provision of services under this Agreement, the CONTRACTOR agrees to carry all required insurance at CONTRACTOR’s expense, including all endorsements required herein, necessary to satisfy the COUNTY that the insurance provisions of this Agreement have been complied with. CONTRACTOR agrees to keep such insurance coverage current, provide Certificates of Insurance, and endorsements to the COUNTY during the entire term of this Agreement.

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

D. All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any SIRs in excess of Fifty Thousand Dollars \$50,000 shall specifically be approved by COUNTY’s Risk Manager, or designee. COUNTY reserves the right to require current audited financial reports from CONTRACTOR. If CONTRACTOR is self-insured, CONTRACTOR will indemnify COUNTY for any and all claims resulting or arising from CONTRACTOR’s services in accordance with the indemnity provision stated in this contract.

E. If CONTRACTOR fails to maintain insurance acceptable to the COUNTY for the full term of this Agreement, COUNTY may terminate this Agreement.

F. QUALIFIED INSURER

1. The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com**).

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

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

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$1,000,000 per occurrence \$2,000,000 aggregate

1		
2	Automobile Liability including coverage	\$1,000,000 combined
3	for owned, non-owned and hired vehicles	single limit each accident
4	Passenger vehicles (7 passengers or less)	\$2,000,000 per occurrence
5	Passenger vehicles (8 passengers or more)	\$5,000,000 per occurrence
6		
7	Workers' Compensation	Statutory
8		
9	Employers' Liability Insurance	\$1,000,000 per accident or disease
10		
11	Network Security & Privacy Liability	\$1,000,000 per claims made
12		
13	Professional Liability	\$1,000,000 per claims made or
14		occurrence
15		\$1,000,000 aggregate
16		
17	Sexual Misconduct Liability	\$1,000,000 per occurrence
18		

19 H. Increased insurance limits may be satisfied with Excess/Umbrella policies. Excess/Umbrella
20 policies when required must provide Follow Form coverage.

21 I. REQUIRED COVERAGE FORMS

22 1. The Commercial General Liability coverage shall be written on occurrence basis utilizing
23 Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least
24 as broad..

25 2. The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA
26 0012, CA 00 20, or a substitute form providing coverage at least as broad.

27 J. REQUIRED ENDORSEMENTS

28 1. The Commercial General Liability policy shall contain the following endorsements, which
29 shall accompany the Certificate of Insurance:

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

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

37 //

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

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

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

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

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

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

18 N. CONTRACTOR shall provide thirty (30) days prior written notice to the COUNTY of any policy
19 cancellation or non-renewal and ten (10) days prior written notice where cancellation is due to non-
20 payment of premium and provide a copy of the cancellation notice to COUNTY. Failure to provide
21 written notice of cancellation may constitute a material breach of the Agreement, upon which the
22 COUNTY may suspend or terminate this Agreement.

23 O. If CONTRACTOR's Professional Liability, Sexual Misconduct, and/or Network Security &
24 Privacy Liability are "Claims-Made" policies, CONTRACTOR shall agree to the following:

25 1. The retroactive date must be shown and must be before the date of the Agreement or the
26 beginning of the Agreement services;

27 2. Insurance must be maintained, and evidence of insurance must be provided for at least three
28 (3) years after expiration of earlier termination of Agreement services.

29 3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy
30 form with a retroactive date prior to the effective date of the Agreement services, CONTRACTOR must
31 purchase an extended reporting period for a minimum of three (3) years after expiration or earlier
32 termination of this Agreement.

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

35 Q. Insurance certificates should be forwarded to the agency/department address listed on the
36 solicitation.

37 //

1 R. If CONTRACTOR fails to provide the insurance certificates and endorsements within seven (7)
2 days of notification by CEO/Purchasing or the agency/department purchasing division, award may be
3 made to the next qualified vendor.

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

8 S. COUNTY shall notify CONTRACTOR in writing of changes in the insurance requirements. If
9 CONTRACTOR does not provide acceptable Certificate of Insurance and endorsements to COUNTY
10 incorporating such changes within thirty (30) calendar days of receipt of such notice, this Agreement may
11 be in breach without further notice to CONTRACTOR, and COUNTY shall be entitled to all legal
12 remedies.

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

16 V. SUBMISSION OF INSURANCE DOCUMENTS

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

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

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

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

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

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

37 //

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

5 **XIV. INSPECTIONS AND AUDITS**

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

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

20 C. AUDIT RESPONSE

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

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

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

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

5
6 **XV. LICENSES AND LAWS**

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

15 **B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS**

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

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

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

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

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

32 C. CONTRACTOR shall comply with all applicable governmental laws, regulations, and
33 requirements as they exist now or may be hereafter amended or changed.

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

37 //

1 E. CONTRACTOR shall make every reasonable effort to obtain appropriate licenses and/or waivers
2 to provide Medi-Cal billable treatment services at school or other sites requested by ADMINISTRATOR.
3

4 **XVI. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

22 D. Any information as described in Subparagraphs A. and B. above shall not imply endorsement by
23 COUNTY, unless ADMINISTRATOR consents thereto in writing.
24

25 **XVII. MINIMUM WAGE LAWS**

26 A. Pursuant to the United States of America Fair Labor Standards Act of 1938, as amended, and
27 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the federal
28 or California Minimum Wage to all its Covered Individuals (as defined within the "Compliance"
29 paragraph of this Agreement) that directly or indirectly provide services pursuant to this Agreement, in
30 any manner whatsoever. CONTRACTOR shall require and verify that all of its Covered Individuals
31 providing services pursuant to this Agreement be paid no less than the greater of the federal or California
32 Minimum Wage.

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

36 C. Notwithstanding the minimum wage requirements provided for in this clause, CONTRACTOR,
37 where applicable, shall comply with the prevailing wage and related requirements, as provided for in

1 accordance with the provisions of Article 2 of Chapter 1, Part 7, Division 2 of the Labor Code of the State
2 of California (§§1770, et seq.), as it now exists or may hereafter be amended.

3 4 **XVIII. NONDISCRIMINATION**

5 **A. EMPLOYMENT**

6 1. During the term of this Agreement, CONTRACTOR and its Covered Individuals (as defined
7 in the “Compliance” paragraph of this Agreement) shall not unlawfully discriminate against any employee
8 or applicant for employment because of his/her race, religious creed, color, national origin, ancestry,
9 physical disability, mental disability, medical condition, genetic information, marital status, sex, gender,
10 gender identity, gender expression, age, sexual orientation, or military and veteran status. Additionally,
11 during the term of this Agreement, CONTRACTOR and its Covered Individuals shall require in its
12 subcontracts that subcontractors shall not unlawfully discriminate against any employee or applicant for
13 employment because of his/her race, religious creed, color, national origin, ancestry, physical disability,
14 mental disability, medical condition, genetic information, marital status, sex, gender, gender identity,
15 gender expression, age, sexual orientation, or military and veteran status.

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

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

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

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

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

37 //

1 B. SERVICES, BENEFITS AND FACILITIES – CONTRACTOR and/or subcontractor shall not
2 discriminate in the provision of services, the allocation of benefits, or in the accommodation in facilities
3 on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability,
4 medical condition, genetic information, marital status, sex, gender, gender identity, gender expression,
5 age, sexual orientation, or military and veteran status in accordance with Title IX of the Education
6 Amendments of 1972 as they relate to 20 USC §1681 - §1688; Title VI of the Civil Rights Act of 1964
7 (42 USC §2000d); the Age Discrimination Act of 1975 (42 USC §6101); Title 9, Division 4, Chapter 6,
8 Article 1 (§10800, et seq.) of the CCR; and Title II of the Genetic Information Nondiscrimination Act of
9 2008, 42 USC 2000ff, et seq. as applicable, and all other pertinent rules and regulations promulgated
10 pursuant thereto, and as otherwise provided by state law and regulations, as all may now exist or be
11 hereafter amended or changed. For the purpose of this Nondiscrimination paragraph, discrimination
12 includes, but is not limited to the following based on one or more of the factors identified above:

- 13 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 14 2. Providing any service or benefit to a Client which is different or is provided in a different
15 manner or at a different time from that provided to other Clients.
- 16 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by
17 others receiving any service and/or benefit.
- 18 4. Treating a Client differently from others in satisfying any admission requirement or
19 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
20 any service and/or benefit.
- 21 5. Assignment of times or places for the provision of services.

22 C. COMPLAINT PROCESS – CONTRACTOR shall establish procedures for advising all Clients
23 through a written statement that CONTRACTOR’s and/or subcontractor’s Clients may file all complaints
24 alleging discrimination in the delivery of services with CONTRACTOR, subcontractor, and
25 ADMINISTRATOR.

26 1. Whenever possible, problems shall be resolved at the point of service. CONTRACTOR shall
27 establish an internal informal problem resolution process for Clients not able to resolve such problems at
28 the point of service. Clients may initiate a grievance or complaint directly with CONTRACTOR either
29 orally or in writing.

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

32 b. Throughout the problem resolution and grievance process, Client rights shall be
33 maintained, including access to the COUNTY’s Patients’ Rights Office at any point in the process. Clients
34 shall be informed of their right to access the COUNTY’s Patients’ Rights Office at any time.

35 2. Within the time limits procedurally imposed, the complainant shall be notified in writing as
36 to the findings regarding the alleged complaint and, if not satisfied with the decision, has the right to
37 request a State Fair Hearing.

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

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

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

17 18 **XIX. NOT TO EXCEED**

19 A. The Aggregate Not To Exceed of COUNTY for services provided in accordance with all
 20 agreements for Wraparound Mental Health Outpatient Services during each Period are as specified in the
 21 Referenced Agreement Provisions of this Agreement. This specific Agreement with CONTRACTOR is
 22 only one of several agreements to which this Aggregate Not To Exceed applies. It therefore is understood
 23 by the Parties that reimbursement to CONTRACTOR will be only a fraction of these Aggregate Not To
 24 Exceeds.

25 B. ADMINISTRATOR may amend the Aggregate Not To Exceed by an amount not to exceed ten
 26 percent (10%) of the Period One funding for this Agreement.

27 28 **XX. NOTICES**

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

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

34 2. When faxed, transmission confirmed;

35 3. When sent by Email; or

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

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

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

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

11
12 **XXI. NOTIFICATION OF DEATH**

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

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

18 1. TELEPHONE NOTIFICATION – CONTRACTOR shall notify ADMINISTRATOR by
19 telephone immediately upon becoming aware of the death due to non-terminal illness of any person served
20 pursuant to this Agreement; notice need only be given during normal business hours.

21 2. WRITTEN NOTIFICATION

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

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

28 c. When notification via encrypted email is not possible or practical CONTRACTOR may
29 hand deliver or fax to a known number said notification.

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

34 //
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36 //
37 //

1 **XXII. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

9
10 **XXIII. PATIENT'S RIGHTS**

11 A. CONTRACTOR shall post the current California Department of Mental Health Patients' Rights
12 poster as well as the Orange County HCA Mental Health Plan Grievance and Appeals poster in locations
13 readily available to Clients and staff and have Grievance and Appeal forms in the threshold languages and
14 envelopes readily accessible to Clients to take without having to request it on the unit.

15 B. In addition to those processes provided by ADMINISTRATOR, CONTRACTOR shall have an
16 internal grievance processes approved by ADMINISTRATOR, to which the beneficiary shall have access.

17 1. CONTRACTOR's grievance processes shall incorporate COUNTY's grievance, patients'
18 rights, and/or utilization management guidelines and procedures. The patient has the right to utilize either
19 or both grievance process simultaneously in order to resolve their dissatisfaction.

20 2. Title IX Rights Advocacy. This process may be initiated by a Client who registers a statutory
21 rights violation or a denial or abuse complaint with the County Patients' Rights Office. The Patients'
22 Rights office shall investigate the complaint, and Title IX grievance procedures shall apply, which involve
23 ADMINISTRATOR'S Director of Behavioral Health Care and the State Patients' Rights Office.

24 C. The parties agree that Clients have recourse to initiate an expression of dissatisfaction to
25 CONTRACTOR, appeal to the County Patients' Rights Office, file a grievance, and file a Title IX
26 complaint. The Patients' Advocate shall advise and assist the Client, investigate the cause of the
27 grievance, and attempt to resolve the matter

28 D. No provision of this Agreement shall be construed as to replacing or conflicting with the duties
29 of County Patients' Rights Office pursuant to Welfare and Institutions Code Section 5500.

30
31 **XXIV. RECORDS MANAGEMENT AND MAINTENANCE**

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

35 1. CONTRACTOR shall maintain records that are adequate to substantiate the services for
36 which claims are submitted for reimbursement under this Agreement and the charges thereto. Such
37 records shall include, but not be limited to, individual patient charts and utilization review records.

1 2. CONTRACTOR shall keep and maintain records of each service rendered to each MSN
2 Patient, the identity of the MSN Patient to whom the service was rendered, the date the service was
3 rendered, and such additional information as ADMINISTRATOR or DHCS may require.

4 3. CONTRACTOR shall maintain books, records, documents, accounting procedures and
5 practices, and other evidence sufficient to reflect properly all direct and indirect cost of whatever nature
6 claimed to have been incurred in the performance of this Agreement and in accordance with Medicare
7 principles of reimbursement and GAAP.

8 4. CONTRACTOR shall ensure the maintenance of medical records required by §70747
9 through and including §70751 of the CCR, as they exist now or may hereafter be amended, the medical
10 necessity of the service, and the quality of care provided. Records shall be maintained in accordance with
11 §51476 of Title 22 of the CCR, as it exists now or may hereafter be amended.

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

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

20 D. CONTRACTOR shall retain all financial records for a minimum of ten (10) years from the
21 termination of the contract, unless a longer period is required due to legal proceedings such as litigations
22 and/or settlement of claims.

23 E. CONTRACTOR shall retain all client and/or patient medical records for ten (10) years following
24 discharge of the participant, client and/or patient.

25 F. CONTRACTOR shall make records pertaining to the costs of services, participant fees, charges,
26 billings, and revenues available at one (1) location within the limits of the County of Orange. If
27 CONTRACTOR is unable to meet the record location criteria above, ADMINISTRATOR may provide
28 written approval to CONTRACTOR to maintain records in a single location, identified by
29 CONTRACTOR.

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

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

37 //

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

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

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

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

9 1. Have documents readily available within twenty-four (24) hour notice of a scheduled audit
10 or site visit.

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

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

14 J. CONTRACTOR shall ensure compliance with requirements pertaining to the privacy and
15 security of PII and/or PHI. CONTRACTOR shall, upon discovery of a Breach of privacy and/or security
16 of PII and/or PHI by CONTRACTOR, notify federal and/or state authorities as required by law or
17 regulation, and copy ADMINISTRATOR on such notifications.

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

21
22 **XXV. RESEARCH AND PUBLICATION**

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

26
27 **XXVI. REVENUE**

28 A. CLIENT FEES – CONTRACTOR shall charge, unless waived by ADMINISTRATOR, a fee to
29 Clients to whom billable services, other than those amounts reimbursed by Medicare, Medi-Cal or other
30 third party health plans, are provided pursuant to this Agreement, their estates and responsible relatives,
31 according to their ability to pay as determined by the State Department of Health Care Services’ “Uniform
32 Method of Determining Ability to Pay” procedure or by any other payment procedure as approved in
33 advance, and in writing by ADMINISTRATOR; and in accordance with Title 9 of the CCR. Such fee
34 shall not exceed the actual cost of services provided. No Client shall be denied services because of an
35 inability to pay.

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37 //

1 B. THIRD-PARTY REVENUE – CONTRACTOR shall make every reasonable effort to obtain all
2 available third-party reimbursement for which persons served pursuant to this Agreement may be eligible.
3 Charges to insurance carriers shall be on the basis of CONTRACTOR’s usual and customary charges.

4 C. PROCEDURES – CONTRACTOR shall maintain internal financial controls which adequately
5 ensure proper billing and collection procedures. CONTRACTOR’s procedures shall specifically provide
6 for the identification of delinquent accounts and methods for pursuing such accounts. CONTRACTOR
7 shall provide ADMINISTRATOR, monthly, a written report specifying the current status of fees which
8 are billed, collected, transferred to a collection agency, or deemed by CONTRACTOR to be uncollectible.

9 D. OTHER REVENUES – CONTRACTOR shall charge for services, supplies, or facility use by
10 persons other than individuals or groups eligible for services pursuant to this Agreement.

11 **XXVII. SEVERABILITY**

12 If a court of competent jurisdiction declares any provision of this Agreement or application thereof to
13 any person or circumstances to be invalid or if any provision of this Agreement contravenes any federal,
14 state or county statute, ordinance, or regulation, the remaining provisions of this Agreement or the
15 application thereof shall remain valid, and the remaining provisions of this Agreement shall remain in full
16 force and effect, and to that extent the provisions of this Agreement are severable.
17

18 **XXVIII. SPECIAL PROVISIONS**

19 A. CONTRACTOR shall not use the funds provided by means of this Agreement for the following
20 purposes:
21

22 1. Making cash payments to intended recipients of services through this Agreement.
23 2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications
24 and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use
25 of appropriated funds to influence certain federal contracting and financial transactions).

26 3. Fundraising.
27 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
28 CONTRACTOR’s staff, volunteers, interns, consultants, subcontractors, and members of the Board of
29 Directors or governing body.

30 5. Reimbursement of CONTRACTOR’s members of the Board of Directors or governing body
31 for expenses or services.

32 6. Making personal loans to CONTRACTOR’s staff, volunteers, interns, consultants,
33 subcontractors, and members of the Board of Directors or governing body, or its designee or authorized
34 agent, or making salary advances or giving bonuses to CONTRACTOR’s staff.

35 7. Paying an individual salary or compensation for services at a rate in excess of the current
36 Level I of the Executive Salary Schedule as published by the OPM. The OPM Executive Salary Schedule
37 may be found at www.opm.gov.

8. Severance pay for separating employees.

9. Paying rent and/or lease costs for a facility prior to the facility meeting all required building codes and obtaining all necessary building permits for any associated construction.

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

1. Funding travel or training (excluding mileage or parking).

2. Making phone calls outside of the local area unless documented to be directly for the purpose of Client care.

3. Payment for grant writing, consultants, certified public accounting, or legal services.

4. Purchase of artwork or other items that are for decorative purposes and do not directly contribute to the quality of services to be provided pursuant to this Agreement.

XXIX. STATUS OF CONTRACTOR

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

XXX. TERM

A. This specific Agreement with CONTRACTOR is only one of several agreements to which the term of this Agreement applies. This specific Agreement shall commence as specified in the Reference Agreement Provisions of this Agreement or the execution date, whichever is later. This specific Agreement shall terminate as specified in the Referenced Agreement Provisions of this Agreement, unless otherwise sooner terminated as provided in this Agreement. CONTRACTOR shall be obligated to perform such duties as would normally extend beyond this term, including but not limited to, obligations with respect to confidentiality, indemnification, audits, reporting and accounting.

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

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XXXI. TERMINATION

1
2 A. CONTRACTOR shall be responsible for meeting all programmatic and administrative contracted
3 objectives and requirements as indicated in this Agreement. CONTRACTOR shall be subject to the
4 issuance of a CAP for the failure to perform to the level of contracted objectives, continuing to not meet
5 goals and expectations, and/or for non-compliance. If CAPs are not completed within timeframe as
6 determined by ADMINISTRATOR notice, payments may be reduced or withheld until CAP is resolved
7 and/or the Agreement could be terminated.

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

10 1. The loss by CONTRACTOR of legal capacity.
11 2. Cessation of services.
12 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
13 another entity without the prior written consent of COUNTY.
14 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
15 required pursuant to this Agreement.

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

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

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

C. CONTINGENT FUNDING

24
25 1. Any obligation of COUNTY under this Agreement is contingent upon the following:

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

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

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

34 D. In the event this Agreement is suspended or terminated prior to the completion of the term as
35 specified in the Referenced Agreement Provisions of this Agreement, ADMINISTRATOR may, at its
36 sole discretion, reduce the Not To Exceed Amount of this Agreement to be consistent with the reduced
37 term of the Agreement.

E. In the event this Agreement is terminated CONTRACTOR shall do the following:

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

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

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

4. If Clients are to be transferred to another facility for services, furnish ADMINISTRATOR, upon request, all Client information and records deemed necessary by ADMINISTRATOR to effect an orderly transfer.

5. Assist ADMINISTRATOR in effecting the transfer of Clients in a manner consistent with Client's best interests.

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

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

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

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

F. COUNTY may terminate this Agreement, without cause, upon ninety (90) calendar days' written notice. The rights and remedies of COUNTY provided in this Termination Paragraph shall not be exclusive, and are in addition to any other rights and remedies provided by law or under this Agreement.

XXXII. THIRD PARTY BENEFICIARY

Neither Party hereto intends that this Agreement shall create rights hereunder in third parties including, but not limited to, any subcontractors or any Clients provided services pursuant to this Agreement.

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

3
4 OLIVE CREST

5
6 DocuSigned by:
7 BY: Donald Vertuer DATED: 5/1/2023
8 7791E411851B478...

9 TITLE: CEO
10

11
12 BY: _____ DATED: _____

13 TITLE: _____
14

15
16
17 COUNTY OF ORANGE

18
19
20 BY: _____ DATED: _____

21 PURCHASING AGENT/DESIGNEE
22

23
24 APPROVED AS TO FORM
25 OFFICE OF THE COUNTY COUNSEL
26 ORANGE COUNTY, CALIFORNIA
27

28 DocuSigned by:
29 BY: Massoud Shamel DATED: 5/1/2023
30 79055CA571A94F8...

31 DEPUTY
32
33
34

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

1 EXHIBIT A
2 TO AGREEMENT FOR PROVISION OF
3 WRAPAROUND BEHAVIORAL HEALTH OUTPATIENT SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 OLIVE CREST
8 JULY 1, 2023 THROUGH JUNE 30, 2026
9

10 **I. COMMON TERMS AND DEFINITIONS**

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

13 1. 5150 is the number of the section of the Welfare and Institutions Code under California State
14 Law which allows an adult who is experiencing a mental health crisis to be involuntarily detained for a
15 72-hour psychiatric hospitalization due to threat of harm to self, others, or being gravely disabled.

16 2. 5585 is the number of the section of the Welfare and Institutions Code under California State
17 Law which allows a minor who is experiencing a mental health crisis to be involuntarily detained for a
18 72- hour psychiatric hospitalization due to threat of harm to self, others, or being gravely disabled.

19 3. Administrative Support means individual(s) who is/are responsible for providing a broad
20 range of office support to program and management staff that includes: answering and directing phone
21 calls, writing correspondences, entering data in spreadsheets, preparing invoices for payment, maintaining
22 tracking reports and files, and working on special projects, as assigned.

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

25 5. Authority and Quality Improvement Services (AQIS) is a Mental Health & Recovery
26 Services (MHRS) function area that supports managed care programs, the Mental Health Plan, and the
27 Drug Medi-Cal Organized Delivery System to ensure compliance with all Federal, State and Local
28 regulations.

29 6. Care Coordinator means an individual with a Bachelor's degree in human services or related
30 field who will be responsible for developing and leading the Family Team and guiding the evolution of a
31 POC for a Client.

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

34 8. Co-occurring means the presence of BOTH a mental health diagnosis, according to the DSM-
35 5/ICD-10, AND either a substance use disorder OR a medical condition which is either exacerbated by,
36 or the result of, a mental health diagnosis.

37 //

1 9. Credentialing is the uniform process for verifying, through a primary source, the education,
2 training, experience, licensure and overall qualifications of behavioral health and substance use disorder
3 service providers that plan to deliver Medi-Cal covered services. Any new hire will be required to
4 complete credentialing prior to providing any services.

5 10. Crisis Assessment Team (CAT) means the team of behavioral health specialists operated by
6 the COUNTY to provide community-based assessment and intervention for youth or adults in crisis,
7 operating 24/7. The CAT serves as the central point for locating psychiatric hospital beds for youth and
8 adults and facilitating admission for those who require this level of care.

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

13 12. Crisis Stabilization Unit (CSU) means a psychiatric crisis stabilization program that operates
14 twenty-four (24) hours a day and seven (7) days a week that serves Orange County residents who are
15 experiencing a psychiatric crisis and need immediate evaluation and stabilization. Individuals receive a
16 thorough psychiatric evaluation, crisis stabilization treatment, and referral to the appropriate level of
17 continuing care. As a designated outpatient facility, the CSU may evaluate and treat individuals for no
18 longer than twenty-three (23) hours and fifty-nine (59) minutes.

19 13. Data Collection System means software used for the collection, tracking, and reporting of
20 data.

21 14. Diagnosis means identifying the nature of a Client's disorder. When formulating the
22 Diagnosis of a Client, CONTRACTOR shall use the diagnostic codes as specified in the most current
23 International Classification of Diseases–Clinical Modification (ICD-CM) and further defined in the
24 most current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM) published by
25 the American Psychiatric Association. DSM diagnoses will be recorded on all IRIS documents, as
26 appropriate.

27 15. Direct Service Hours (DSH) means the time measured in minutes and portion of hours that
28 a clinician spends providing services to Clients or significant others on behalf of Clients. DSH credit, both
29 billable and non-billable minutes, is obtained by providing mental health, case management, medication
30 support, and crisis intervention services to Clients open in Integrated Records and Information System
31 (IRIS) which includes both billable and non-billable services.

32 16. Early Periodic Screening Diagnostic and Treatment (EPSDT) means the State of California's
33 implementation of the Federal child health component of Medicaid program which provides physical,
34 mental, and developmental health services for children and young adults.

35 17. Full Service Partnership (FSP) means a program model described in COUNTY's MHSA plan
36 that has been approved by the State. The MHSA plan describes how COUNTY will use MHSA funds to
37 develop and implement treatment plans for mental health Clients through an FSP. An FSP is an evidence-

1 based and strength-based model with the focus on the individual rather than the disease. Provided services
2 are culturally competent, provided either in-home or in the community, intensive, mental health care
3 coordination services that will address individual and family needs as applicable, across all life domains
4 of the Client.

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

7 19. Intake means the initial meeting between a Client and CONTRACTOR's staff, and includes
8 an evaluation of the Client to determine if the Client meets program criteria and is willing to seek services.

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

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

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

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

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

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

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

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

4 28. Medi-Cal means the State of California's implementation of the Medicaid health care
5 program which pays for a variety of medical services for children and adults who meet eligibility criteria
6 for these services.

7 29. Medical Necessity means diagnosis, impairment, and intervention related criteria as defined
8 in the COUNTY's MHP under Medical Necessity for Medi-Cal reimbursed Specialty Mental Health
9 Services.

10 30. Mental Health Services means an individual or a group therapy and intervention being
11 provided to Clients that is designed to reduce mental disability and restores or improves daily functioning.
12 These Mental Health Services must be consistent with goals of learning and development, as well as
13 independent living and enhanced self-sufficiency. In addition, these services cannot be provided as a
14 component of adult residential services, crisis residential treatment services, crisis intervention, crisis
15 stabilization, day rehabilitation, or day treatment intensive. Service activities may include, but are not
16 limited to: assessment, plan development, rehabilitation, and collateral. Also, Mental Health Services
17 may be either Face-to-Face Contact, or by telephone with Clients or significant support individuals, and
18 services may be provided anywhere in the community.

19 a. Assessment means a service activity, which may include a clinical analysis of the history
20 and current status of a Client's mental, emotional, behavioral disorder, and relevant cultural issues. The
21 Assessment also needs to include history of services being provided, diagnosis, and use of testing
22 procedures.

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

26 c. Co-Occurring can refer to dual diagnoses of different conditions occurring within the
27 same individuals. In this case, it refers to clients who have substance use disorders as well as mental
28 health disorders.

29 d. Intensive Care Coordination (ICC) means a medically necessary service provided to
30 Medi-Cal beneficiaries under the EPSDT benefit. ICC includes assessment, care planning and
31 coordination of services across child services systems and providers, including intensive services for
32 children/youth who meet the PWB (formerly Katie A.) Subclass criteria.

33 e. Intensive Home-Based Services (IHBS) means a medically necessary service provided
34 to Medi-Cal beneficiaries under the EPSDT benefit. IHBS are individualized, strength-based mental
35 health rehabilitative treatment interventions designed to ameliorate mental health conditions that interfere
36 with a client's functioning. IHBS are provided only in conjunction with ICC and are recommended by
37 the Child and Family Team. IHBS is also provided to the PWB Subclass population.

1 f. Medication Support Services means services provided by licensed physicians, nurse
2 practitioners, registered nurses, or other qualified medical staff, which include: prescribing, administering,
3 dispensing and monitoring of psychiatric medications or biologicals that are necessary to alleviate
4 symptoms of mental illness. These services also include evaluation and documentation of the clinical
5 justification and effectiveness of medication, dosage, side effects, compliance, and response to
6 medication. In addition, the licensed physicians, nurse practitioners, registered nurses, or other qualified
7 medical staff must obtain informed consent from Clients prior to providing medication education and plan
8 development related to the delivery of these services and/or assessment to Clients.

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

13 h. Targeted Case Management (TCM) means services that assist a Client to access needed
14 medical, educational, social, prevocational, vocational, rehabilitative, or other community services. These
15 service activities may include, but are not limited to: communicating and coordinating services through
16 referral; monitoring service delivery to ensure Clients' access to service and the service delivery system;
17 and tracking of Clients' progress and plan development.

18 i. Therapeutic Behavioral Services (TBS) means one-on-one behavioral interventions with
19 a Client, which is designed to reduce or eliminate targeted behaviors as identified in the Client's treatment
20 plan. Collateral services are also provided to parent(s)/guardian(s) as part of TBS. Clients must be Medi-
21 Cal eligible and meet TBS class membership and service need requirements. Documentation in the
22 medical record must support Medical Necessity for these intensive services. Cases in which Clients are
23 receiving more than twenty (20) hours per week of TBS or those who are expected to receive more than
24 four months (120 days) of TBS must be approved by ADMINISTRATOR. ADMINISTRATOR has to
25 approve individuals that are delivering these intervention services to ensure they are qualified to deliver
26 these services.

27 j. Therapy means a therapeutic intervention that focuses primarily on symptom reduction
28 as a means to improve functional impairments. Therapy may be delivered to a Client or a group of Clients,
29 which may include family therapy with Client being present.

30 k. Treatment Foster Care (TFC) also known as Therapeutic Foster Care, consists of intensive
31 and highly coordinated mental health and support services provided to a foster parent or caregiver in which
32 the foster parent/caregiver becomes an integral part of the child's treatment team.

33 l. Mental Health Worker means an individual who has obtained a Bachelor's degree in a
34 mental health field or has a high school diploma along with two (2) years of experience delivering services
35 in a mental health field.

36 m. Mentoring Services means non-clinical interventions provided to a client by a screened
37 and trained mentor, in conjunction with the therapeutic services being received, to help the client reach a

1 treatment goal, become independent and self-sufficient. The mentor is a peer or older, more experienced
 2 individual who provides one-to-one contact and support in the following areas to assist
 3 Client(s)/parent(s)/guardian(s): consistent support, guidance, and coaching in life skills, concrete help
 4 and/or other relationship-building activities, and linking the Client(s)/parent(s)/guardian(s) to other
 5 services within the COUNTY.

6 31. National Provider Identifier (NPI) means the standard unique health identifier that was
 7 adopted by the Secretary of HHS under HIPAA of 1996 for health care providers. All HIPAA covered
 8 healthcare providers, individuals, and organizations must obtain an NPI for use to identify themselves in
 9 HIPAA standard transactions. The NPI is assigned for life.

10 32. Notice Of Adverse Benefit Determination (NOABD) means a Medi- Cal requirement that
 11 informs the beneficiary that she/he is not entitled to any specialty mental health service. The COUNTY
 12 has expanded the requirement for an NOABD to all beneficiaries requesting an assessment for services
 13 and found not to meet the Medical Necessity criteria for specialty mental health services.

14 33. Notice of Privacy Practices means a document that notifies Clients of uses and disclosures of
 15 PHI. The NPP may be made by, or on behalf of, the health plan or health care provider as set forth in
 16 HIPAA.

17 34. Nurse Practitioner means a medical professional with an advanced degree in nursing that
 18 performs a variety of duties in care settings focused around a nursing model.

19 35. Outreach means linking potential Clients to appropriate mental health services within the
 20 community. Outreach activities will include educating the community about the services offered and
 21 requirements for participation in the programs. Such activities may result in the CONTRACTOR
 22 developing referral sources for Clients from various programs being offered within the community.

23 36. Parent Partner means an individual who supports and assists other parent(s)/guardian(s) with
 24 children or youth in the system and is hired due to his/her own personal experience and knowledge in
 25 raising a child or youth with emotional/behavioral disturbance. For Wraparound Orange County, it is
 26 required that this individual has exposure to COUNTY's Welfare Services, Probation, or Mental Health
 27 System and can provide support to the Family Team and the parent(s)/guardian(s) in particular.

28 37. Pathways to Well-Being (PWB) subclass refers to the lawsuit, Katie A. et al. v. Bonta et al.,
 29 a class action lawsuit filed in Federal District Court concerning the availability of intensive mental health
 30 services to children in California who are either in foster care or at imminent risk of coming into care.

31 38. Protected Health Information (PHI) or Personally Identifiable Information (PII) means
 32 individually identifiable health information usually transmitted through electronic media. PHI/PII can be
 33 maintained in any medium as defined in the regulations, or for an entity such as a health plan, transmitted
 34 or maintained in any other medium. It is created or received by a covered entity and is related to the past,
 35 present, or future physical or mental health or condition of an individual, provision of health care to an
 36 individual, or the past, present, or future payment for health care provided to an individual.

37 //

1 39. Plan Of Care means a written plan, including by reference any Juvenile Court order(s),
2 developed and signed by the Family Team that includes the following elements:

- 3 a. A statement of an overall goal or vision for the Client and Client's family.
4 b. The strengths of the Client and Client's family.
5 c. The needs, as defined by specific life areas that must be met to achieve the goal(s) of the
6 Client and Client's family.
7 d. Prevention and intervention Safety Plans.
8 e. The type, frequency, and duration of intervention strategies.
9 f. Financial responsibility for the components of the POC.
10 g. Desired outcomes.

11 40. Pre-Licensed Psychologist means an individual who has a Ph.D. or Psy.D. in Clinical
12 Psychology and is registered with the Board of Psychology as a Registered Psychologist or Psychological
13 Assistant, while acquiring hours for licensing and providing services under a waiver in accordance with
14 WIC section 575.2. The waiver may not exceed five (5) years.

15 41. Pre-Licensed Therapist means an individual who has a Master's Degree in social work or
16 MFT, PCC and is registered with the BBS as an associate clinical social worker, PCC intern, or MFT
17 intern, while acquiring hours for licensing. Registration is subject to regulations adopted by BBS.

18 42. Program Director means an individual who is responsible for all aspects of administration
19 and clinical operations of the mental health program, including development and adherence to the annual
20 budget. This individual will also be responsible for the following: hiring, development and performance
21 management of professional and support staff, and ensuring mental health treatment services are provided
22 in concert with local and state rules and regulations.

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

26 44. Psychology Student or Psychology Intern means an individual who is in school pursuing a
27 Ph.D. or Psy.D. in Clinical Psychology, and may or may not meet the criteria for a DHCS Waiver in order
28 to provide services in accordance with DHCS Information Letter No. 10-03. The waiver may not exceed
29 (5) years.

30 45. Quality Improvement Committee (QIC) means a committee that meets quarterly to review
31 one percent (1%) of all "high-risk" Medi-Cal Clients in order to monitor and evaluate the quality and
32 appropriateness of services provided. At a minimum, the committee is comprised of one (1)
33 ADMINISTRATOR, one (1) clinician, and one (1) physician who are not involved in the clinical care of
34 the cases.

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

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

5 48. Serious Emotional Disturbance (SED) means a mental disorder as identified in the most recent
6 edition of the Diagnostic and Statistical Manual of Mental Disorders, other than a primary substance use
7 disorder or developmental disorder, which results in behavior inappropriate to the child's (under the age
8 of 18) age according to expected developmental norms. W&I 5600.3.

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

14 50. Student Intern means student(s) currently enrolled in an accredited graduate or undergraduate
15 program and is/are accumulating supervised work experience hours as part of field work, internship, or
16 practicum requirements. Acceptable programs include all programs that assist students in meeting the
17 educational requirements to be a Licensed MFT, a Licensed CSW, a Licensed Clinical Psychologist, a
18 Licensed PCC, or to obtain a Bachelor's degree. Individuals with graduate degrees and have two (2) years
19 of full-time experience in a mental health setting, either post-degree or as part of the program leading to
20 the graduate degree, are not considered as students.

21 51. Short-Term Residential Therapeutic Programs (STRTP) means a residential facility operated
22 by a public agency or private organization and licensed by the California Department of Social Services
23 pursuant to Section 1562.01 that provides an integrated program of specialized and intensive care and
24 supervision, services and supports, treatment, and short-term 24-hour care and supervision to children with
25 the aim of moving the youth to a less restrictive environment within six (6) months. The care and
26 supervision provided by a short-term residential therapeutic program shall be nonmedical, except as
27 otherwise permitted by law. Private short-term residential therapeutic programs shall be organized and
28 operated on a nonprofit basis.

29 52. Student Intern means student(s) currently enrolled in an accredited graduate or undergraduate
30 program and is/are accumulating supervised work experience hours as part of field work, internship, or
31 practicum requirements. Acceptable programs should include programs that will assist students in meeting
32 the educational requirements to be a LMFT, a LCSW, a Licensed Clinical Psychologist, a LPCC, or to
33 obtain a Bachelor's degree. Individuals with graduate degrees and have two (2) years of full-time
34 experience in a mental health setting, either post-degree or as part of the program leading to the graduate
35 degree, are not considered as students.

36 53. Token means the security device which allows an end-user to access the
37 ADMINISTRATOR's computer based IRIS.

1 54. Transition Age Youth (TAY) means an individual aged 16 through 25 years of age, up until
 2 the individual turns 26.

3 55. Uniform Method of Determining Ability to Pay (UMDAP) means the method used for
 4 determining the annual Client liability for mental health services received from the COUNTY’s mental
 5 health system and is set by the State of California.

6 56. W6000 – Voluntary admission of a minor to a mental hospital by the minor’s parents, or by
 7 the parent, guardian, conservator, or other person entitled to the minor’s custody pursuant to Welfare and
 8 Institutions Code Section 6000(a)(2), (b)–(d), and/or (f) –(i).

9 57. Wraparound Orange County (WOC) means the wraparound program administered by the
 10 COUNTY SSA and is available to children and transitional age youth who are returning from or being
 11 considered for placement in out of home care.

12 58. Wrap Supervisor means a licensed or licensed eligible individual who is responsible for
 13 supervising and training of Wraparound model integrity and documentation compliance, which includes
 14 monitoring, service utilization, reviewing monthly reports, Plan of Care (POC), Prevention and Safety
 15 Plans, and provide feedback to Care Coordinators, Parent Partners and Youth Partners. Also, it is preferred
 16 that the individual has at least one (1) year of experience treating children and Transitional Age Youth
 17 (TAY).

18 59. Youth Partner/Specialist means an individual who has a high school diploma, preferably a
 19 bachelor’s degree in human services or a related field, and has a background working with children and
 20 TAY. This individual is to provide consistent, reinforcing support to Clients by allowing opportunities for
 21 Clients to learn and practice social behavior, problem solving skills, and coping skills. It is preferred that
 22 when hiring for this position the candidate have personal experience with a behavioral/emotional
 23 disturbance.

24 B. CONTRACTOR AND ADMINISTRATOR may mutually agree, in writing, to modify the
 25 Common Terms and Condition Paragraph of this Exhibit A to the Agreement.

26
 27 **II. BUDGET**

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

	<u>TOTAL</u>
31 ADMINISTRATIVE COSTS	
32 Salaries	\$ 35,000
33 Benefits	6,000
34 Indirect Costs	55,000

1	SUBTOTAL	\$ 96,000
2		
3	PROGRAM COSTS	
4	Salaries	\$ 350,000
5	Benefits	65,000
6	Service and Supplies	44,000
7		
8	SUBTOTAL	\$ 459,000
9		
10	TOTAL GROSS COSTS	\$ 555,000
11		
12	REVENUE	
13		
14	Federal Medi-Cal	\$ 277,500
15	TOTAL HCA AGREEMENT MAXIMUM	\$ 555,000
16	OBLIGATION	
17		
18	SSA Matching Revenue	\$ 277,500
19	TOTAL COST SUBJECT TO REIMBURSEMENT	\$555,000
20		

21 B. CONTRACTOR agrees that the amount of the State match is dependent upon, and shall at no
 22 time be greater than, the amount of Federal Medi-Cal actually generated by CONTRACTOR, unless
 23 authorized by ADMINISTRATOR.

24 C. The total cost of services provided for in the Agreement are based upon projected revenue
 25 generation and shall be reimbursed by Federal Medi-Cal, State, and COUNTY revenues.
 26 CONTRACTOR agrees that if actual Federal Medi-Cal and State reimbursement, based upon the
 27 completed DHCS Cost Report for each Fiscal Year is less than budgeted, the Aggregate Maximum
 28 Obligation shall be adjusted down by the amount of under generated Federal Medi-Cal and/or State
 29 revenue.

30 D. In the event CONTRACTOR collects fees and insurance, including Medicare, for services
 31 provided pursuant to the Agreement, CONTRACTOR may make written application to
 32 ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the fees
 33 and insurance shall be utilized exclusively to provide mental health services. ADMINISTRATOR may,
 34 at its sole discretion, approve any such retention of revenues. Approval by ADMINISTRATOR shall be
 35 in writing to CONTRACTOR and shall specify the amount of said revenues to be retained and the quantity
 36 of services to be provided by CONTRACTOR.

37 //

1 E. BUDGET/STAFFING MODIFICATIONS - CONTRACTOR shall make written application to
2 ADMINISTRATOR, in advance, to shift funds between budgeted line items, for the purpose of meeting
3 specific program needs or for providing continuity of care to its members, by utilizing a Budget/Staffing
4 Modification Request form provided by ADMINISTRATOR. CONTRACTOR shall submit a properly
5 completed Budget/Staffing Modification Request to ADMINISTRATOR for consideration, in advance,
6 which shall include a justification narrative specifying the purpose of the request, the amount of said funds
7 to be shifted, and the sustaining impact of the shift as may be applicable to the current contract period
8 and/or future contract periods. CONTRACTOR shall obtain written approval of any Budget/Staffing
9 Modification Request(s) from ADMINISTRATOR prior to implementation by CONTRACTOR. Failure
10 of CONTRACTOR to obtain written approval from ADMINISTRATOR for any proposed
11 Budget/Staffing Modification Request(s) may result in disallowance of those costs.

12 F. FINANCIAL RECORDS - CONTRACTOR shall prepare and maintain accurate and complete
13 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type
14 of service for which payment is claimed. Any apportionment of or distribution of costs, including indirect
15 costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will be made
16 in accordance with GAAP and Medicare regulations. The Client eligibility determination and fee charged
17 to and collected from Clients, together with a record of all invoices rendered and revenues received from
18 any source, on behalf of Clients treated pursuant to the Agreement, must be reflected in CONTRACTOR's
19 financial records.

20 G. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Budget
21 Paragraph of this Exhibit A to the Agreement.

22 **III. PAYMENTS**

24 A. COUNTY shall pay CONTRACTOR monthly, in arrears, at the provisional amount of \$46250
25 per month. All payments are interim payments only, and subject to final settlement in accordance with
26 the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for costs
27 incurred under this Agreement for the provision of services, provided; however, the total of such payments
28 does not exceed COUNTY's Maximum Obligation as stated in the Referenced Agreement Provisions of
29 the Agreement and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY,
30 state, and/or federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental invoices
31 for any month for which the provisional amount specified above has not been fully paid.

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

36 2. If, at any time, CONTRACTOR'S Expenditure and Revenue Reports indicate that the
37 provisional amount payment exceeds the actual cost of providing services, ADMINISTRATOR may

1 reduce COUNTY payments to CONTRACTOR by an amount not to exceed the difference between the
2 year-to-date provisional amount payments to CONTRACTOR and the year-to-date actual cost incurred
3 by CONTRACTOR.

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

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

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

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

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

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

24 **IV. REPORTS**

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

27 B. FISCAL

28 1. Expenditure and Revenue Report. CONTRACTOR shall submit monthly Expenditure and
29 Revenue Reports to ADMINISTRATOR. These reports will be on a form provided by
30 ADMINISTRATOR and will report year-to-date actual costs and revenues for CONTRACTOR's program
31 described in the Services Paragraph of this Exhibit A to the Agreement. Such reports will also include
32 actual productivity as defined by ADMINISTRATOR.

33 2. Year-End Projections. In conjunction with the Expenditure and Revenue Report,
34 CONTRACTOR shall provide monthly year-end projections that shall include year-to-date actual costs
35 and revenues and anticipated year-end actual costs and revenues for CONTRACTOR's program described
36 in the Services Paragraph of this Exhibit A to the Agreement.
37

1 3. The Expenditure and Revenue and Year-End Projection report shall be received by
2 ADMINISTRATOR no later than the twentieth (20th) day following the end of the month being reported.

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

8 D. PROGRAMMATIC – Throughout the term of the Agreement, CONTRACTOR shall submit
9 monthly programmatic reports to ADMINISTRATOR, which shall be received by ADMINISTRATOR
10 no later than twenty (20) calendar days following the end of the month being reported. CONTRACTOR
11 shall be prepared to present and discuss their programmatic reports at their monthly scheduled meetings
12 with ADMINISTRATOR and shall state whether or not it is progressing satisfactorily in achieving all the
13 terms of the Agreement, and if not, shall specify what steps are being taken to achieve satisfactory
14 progress. The report shall include detailed, written information to explain why Medi-Cal was not billed
15 for all Participants whose services were not billed to Medi-Cal that month and confirmation of County's
16 prior written authorization.

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

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

24 G. CONTRACTOR agrees to enter psychometrics into COUNTY's EHR system as requested by
25 ADMINISTRATOR. Said psychometrics are for the COUNTY's analytical uses only, and shall not be
26 relied upon by CONTRACTOR to make clinical decisions. CONTRACTOR agrees to hold COUNTY
27 harmless, and indemnify pursuant to Section XI, from any claims that arise from non-COUNTY use of
28 said psychometrics.

29 H. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports
30 Paragraph of this Exhibit A to the Agreement.

31 **V. SERVICES**

32 **A. FACILITIES**

33 1. CONTRACTOR shall maintain a minimum of one (1) fully licensed and appropriate facilities
34 for the provision of Wraparound Behavioral Health Outpatient Services, which meet(s) the minimum
35 requirements for Medi-Cal eligibility at the following location(s) or any other location(s) approved by
36 ADMINISTRATOR, as specified below:
37

1 2130 E. Fourth Street, Suite 200
2 Santa Ana, CA 92705
3

4 2. CONTRACTOR shall also make an effort to provide services in community-based facilities
5 such as school sites when appropriate for more effective provision of services to the Client.

6 3. CONTRACTOR shall maintain regularly scheduled service hours, five (5) days a week
7 throughout the year and maintain the capability to provide services during after-school hours on weekdays
8 until 8:00 p.m., and on weekends, if necessary, in order to accommodate Clients unable to participate
9 during regular business hours.

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

13 b. CONTRACTOR shall provide twenty-four (24) hour crisis intervention services and
14 provide a plan for twenty-four (24) hour psychiatric emergency services to minors which includes
15 informing Clients and their families whom to contact for emergency services when the CONTRACTOR’s
16 facility is closed. In an effort to prevent psychiatric hospitalization or stabilize a crisis, CONTRACTOR
17 shall provide in person response to crisis calls during and after hours.

18 4. Upon COUNTY’s certification of the provider's existing site, the CONTRACTOR shall be
19 responsible for making any necessary changes to meet Medi-Cal site standards.

20 B. INDIVIDUALS TO BE SERVED – CONTRACTOR shall provide the services hereunder to
21 Clients, between the ages of 0 through 20 (until 21st birthday) and their families, who have been referred
22 or approved by ADMINISTRATOR. Services to Clients shall be individualized and delivered in the
23 language preferred by the Client.

24 C. WRAPAROUND BEHAVIORAL HEALTH OUTPATIENT SERVICES

25 1. CONTRACTOR shall provide targeted case management, therapy, medication support
26 services, crisis intervention, assessment, and rehabilitation services to Clients identified by the Orange
27 County SSA as eligible for Wraparound services.

28 2. CONTRACTOR shall provide community-based intervention services that emphasize the
29 strengths of the child and family and include the delivery of coordinated, highly individualized,
30 unconditional services to address needs and achieve positive outcomes in their lives.

31 3. CONTRACTOR shall identify Clients who may be eligible to receive intensive mental health
32 services as members under Pathways to Well-Being or Clients with more intensive needs who are in, or
33 at risk of, placement in residential or hospital settings, but could be effectively served in the home and
34 community. CONTRACTOR will use the “Medi-Cal Manual for Intensive Care Coordination (ICC),
35 Intensive Home Based Services (IHBS), & Therapeutic Foster Care for Medi-Cal Beneficiaries” to
36 determine eligibility, provide services, and guide documentation of these services. CONTRACTOR will
37 coordinate with COUNTY on all aspects of mental health services provided to Pathways to Well-Being

1 Clients. CONTRACTOR may act as the mental health representative in Child Family Teams (CFTs) if
2 needed.

3 4. CONTRACTOR shall open a Medi-Cal case and complete a Psychosocial Assessment for all
4 Clients who are eligible for and/or should be eligible for Medi-Cal. The Psychosocial Assessment shall
5 be used to determine medical necessity, eligibility for Wrap services, and to identify Clients who meet
6 Pathways to Well-Being Subclass or ICC/IBHS services criteria but who may not have been identified
7 previously.

8 5. CONTRACTOR will assess all Clients for Substance Use Disorders (SUD) and diagnose SUD
9 as appropriate. Clients may be linked to a Drug MediCal provider but CONTRACTOR is also expected
10 to have the competency and abilities to treat co-occurring disorders.

11 6. CONTRACTOR shall complete an annual update for all eligible Wraparound Clients when
12 due.

13 7. CONTRACTOR shall obtain advance written approval from SSA for all Medi-Cal eligible
14 Clients that CONTRACTOR will not bill Medi-Cal for, in any given month.

15 8. CONTRACTOR shall conduct Supervisory Reviews at a minimum of once per month in
16 accordance with procedures developed by ADMINISTRATOR. CONTRACTOR shall ensure that all file
17 documentation complies with all Federal, State and local guidelines and standards for a Representative
18 Payee. CONTRACTOR shall ensure that all chart documentation is completed within the appropriate
19 timelines.

20 9. Contractor shall ensure that every Client is engaged in behavioral health treatment appropriate
21 to his/her diagnosis and level of distress. Clinicians, psychiatrist, and others providing Specialty Mental
22 Health Services will be included on the Wrap team unless otherwise approved in writing by
23 ADMINISTRATOR.

24 D. CONTRACTOR RESPONSIBILITIES

25 1. CONTRACTOR shall ensure that all staff are trained and have a clear understanding of
26 CONTRACTOR's administrative and program P&Ps. CONTRACTOR shall provide signature
27 confirmation of its P&P training for each staff member and place in their personnel files.

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

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

33 4. CONTRACTOR shall agree to adopt and comply with the written Quality Improvement
34 Implementation Plan and procedures provided by ADMINISTRATOR which describe the requirements
35 for quality improvement, supervisory review, and medication monitoring.

36 5. CONTRACTOR shall agree to adopt and comply with the documentation standards as per
37 ADMINISTRATOR's Standards of Care practices; P&P's, New Provider Training, Annual Provider

1 Training; DHCS State Agreement; Title IX; the State EPSDT Documentation Manual; the State EPSDT
 2 TBS Documentation Manual; Medi-Cal Manual for Intensive Care Coordination (ICC), Intensive Home
 3 Based Services (IHBS) & Therapeutic Foster Care (TFC) for Medi-Cal Beneficiaries, and the EPSDT
 4 TBS Coordination of Care Best Practices Manual as provided by ADMINISTRATOR, which describe,
 5 but are not limited to, the requirements for Medi-Cal and ADMINISTRATOR charting standards; and any
 6 State regulatory requirements.

7 6. CONTRACTOR shall regularly review their charting, IRIS data input, and invoice systems
 8 to ensure compliance with COUNTY and State P&Ps and establish mechanisms to prevent inaccurate
 9 claim submissions.

10 7. CONTRACTOR shall maintain on file at the facility minutes and records of all quality
 11 improvement meetings and processes. Such records and minutes shall also be subject to regular review
 12 by ADMINISTRATOR in the manner specified in the Quality Improvement Implementation Plan and
 13 ADMINISTRATOR's P&Ps.

14 8. CONTRACTOR shall attend:

15 a. Case conferences, as requested by ADMINISTRATOR to address any aspect of clinical
 16 care.

17 b. Monthly meetings with ADMINISTRATOR to discuss contractual and other issues
 18 related to, but not limited to compliance with P&Ps, statistics and clinical services.

19 c. Clinical staff training for individuals by ADMINISTRATOR. Such training shall be
 20 conducted by CONTRACTOR and/or ADMINISTRATOR.

21 d. Quarterly QIC meetings.

22 e. CONTRACTOR will attend Child Family Team (CFT) meetings in order to ensure
 23 collaboration between multidisciplinary team and to best support Client's needs. Clinician will attend CFT
 24 meetings monthly and administer, interpret and review the Child and Adolescent Needs and Strengths
 25 (CANS) and Pediatric Symptom Checklist 35 (PSC-35).

26 9. CONTRACTOR shall allow ADMINISTRATOR to attend, and if necessary conduct, QIC
 27 and medication monitoring meetings.

28 E. PERFORMANCE OUTCOMES

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

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

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

4 F. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of Tokens
5 for appropriate individual staff to access IRIS at no cost to the CONTRACTOR.

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

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

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

12 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
13 conditions:

- 14 a. Token of each staff member who no longer supports the Agreement;
- 15 b. Token of each staff member who no longer requires access to IRIS;
- 16 c. Token of each staff member who leaves employment of CONTRACTOR; or
- 17 d. Token is malfunctioning;
- 18 e. Termination of the Agreement.

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

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

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

26 G. CONTRACTOR shall obtain a NPI.

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

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

33 H. CONTRACTOR shall provide the NPP for the COUNTY, as the MHP, at the time of the first
34 service provided under the Agreement to individuals who are covered by Medi-Cal and have not
35 previously received services at a COUNTY operated clinic. CONTRACTOR shall also provide, upon
36 request, the NPP for the COUNTY, as the MHP, to any individual who received services under the
37 Agreement.

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

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

9 K. CONTRACTOR shall provide effective Administrative management of the budget, staffing,
10 recording, and reporting portion of the Agreement with the COUNTY. If administrative responsibilities
11 are delegated to subcontractors, CONTRACTOR must ensure that any subcontractor(s) possess the
12 qualifications and capacity to perform all delegated responsibilities. These responsibilities include, but
13 are not limited, to the following:

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

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

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

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

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VI. STAFFING

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

<u>PROGRAM</u>	<u>FTEs</u>
Executive Director	0.020
Administrative Assistant	0.020
HR Director	0.020
HR Recruiter	0.020
HR Coordinator	0.020
Care Coordinator	1.080
Care Coordinator-Bilingual	1.080
Community Involvement Coordinator	0.020
Mental Health Clinician	0.620
Mental Health Clinician - Bilingual	0.620
Intake Services Director	0.020
Parent Partner	0.600
Parent Partner-Bilingual	0.600
Program Director	0.140
Quality Assurance Coordinator	0.140
Quality Assurance Assistant	0.140
Wraparound Supervisor	0.340
Wraparound Supervisor-Bilingual	0.340
Youth Partner	1.080
Youth Partner-Bilingual	1.080
TOTAL PROGRAM FTEs	8.000

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

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

6 D. CONTRACTOR shall notify ADMINISTRATOR, in writing, within seventy-two (72) hours, of
7 any staffing vacancies or filling of vacant positions that occur during the term of the Agreement.

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

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

16 G. CONTRACTOR shall provide training to service staff covering suicide assessment and crisis
17 intervention or indications of suicidal risk (depending on scope of practice), developing safety plans,
18 maintaining healthy boundaries, reporting child abuse, dealing with difficult Clients, meeting facilitation,
19 confidentiality, identification of strengths, promoting life skills, and such other topics identified by
20 ADMINISTRATOR. Formal training sessions may also be used to cover these topics but cannot
21 substitute for weekly supervision hours.

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

26 I. WORKLOAD STANDARDS

27 1. One (1) DSH shall be equal to sixty (60) minutes of direct Client service.

28 2. CONTRACTOR shall, during the term of the Agreement, provide a minimum of
29 667 billable hours of services as identified in the Services Paragraph of this Exhibit A to the Agreement.

30 3. CONTRACTOR shall provide, at a minimum, an average of one hundred (100) DSH per
31 month per FTE, or agreed upon productivity levels which shall include mental health services, case
32 management, crisis intervention, and other support services.

33 J. STUDENT INTERNS

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

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

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

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

7 3. All positions are required to maintain a log delineating hours worked and allocated to each
8 program of CONTRACTOR.

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

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1 EXHIBIT B
2 TO MASTER AGREEMENT FOR PROVISION OF
3 WRAPAROUND MENTAL HEALTH OUTPATIENT SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 OLIVE CREST
8 JULY 1, 2023 THROUGH JUNE 30, 2026
9

10 **I. BUSINESS ASSOCIATE AGREEMENT**

11 A. GENERAL PROVISIONS AND RECITALS

12 1. The parties agree that the terms used, but not otherwise defined below in Subparagraph B.,
13 shall have the same meaning given to such terms under the Health Insurance Portability and Accountability
14 Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and
15 Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and their implementing regulations at 45
16 CFR Parts 160 and 164 (“the HIPAA regulations”) as they may exist now or be hereafter amended.

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

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

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

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

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

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

3 B. DEFINITIONS

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

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11 10. “Protected Health Information” or “PHI” shall have the meaning given to such term under the
12 HIPAA regulations in 45 CFR § 160.103.

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

33 10. CONTRACTOR agrees to document any Disclosures of PHI COUNTY discloses to
34 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY,
35 and to make information related to such Disclosures available as would be required for COUNTY to
36 respond to a request by an Individual for an accounting of Disclosures of PHI in accordance with 45 CFR
37 § 164.528.

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

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

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

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

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

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

36 a. CONTRACTOR does not promptly enter into negotiations to amend this Business
37 Associate Agreement when requested by COUNTY pursuant to this Paragraph C; or

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 and
9 maintain appropriate Administrative, Physical and Technical Safeguards in accordance with 45 CFR §
10 164.308, § 164.310, and § 164.312, with respect to electronic PHI COUNTY discloses to CONTRACTOR
11 or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY. CONTRACTOR
12 shall develop and maintain a written information privacy and security program that includes
13 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 policies and procedures to
16 comply with the standards, implementation specifications and other requirements of 45 CFR Part 164,
17 Subpart C, in compliance with 45 CFR § 164.316. CONTRACTOR will provide COUNTY with its
18 current and 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 containing
22 PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits
23 on behalf of COUNTY. These steps shall include, at a minimum:

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

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

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

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

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

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

7 E. DATA SECURITY REQUIREMENTS

8 1. Personal Controls

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

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

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

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

34 2. Technical Security Controls

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

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

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

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

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

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

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

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

- 37 1) Upper case letters (A-Z)

1 2) Lower case letters (a-z)

2 3) Arabic numerals (0-9)

3 4) Non-alphanumeric characters (punctuation symbols)

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

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

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

18 k. System Logging. The system must maintain an automated audit trail which can identify
19 the user or system process which initiates a request for PHI COUNTY discloses to CONTRACTOR or
20 CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY, or which alters such
21 PHI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be
22 read only, and must be restricted to authorized users. If such PHI is stored in a database, database logging
23 functionality must be enabled. Audit trail data must be archived for at least 3 years after 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 website
32 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.

37 3. Audit Controls

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

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

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

14 4. Business Continuity/Disaster Recovery Control

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

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

27 5. Paper Document Controls

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

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

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

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

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

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

19 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

8 3) Any steps Individuals should take to protect themselves from potential harm resulting
9 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 45
15 CFR § 164.404, if it is reasonable to do so under the circumstances, at the sole discretion of the COUNTY.

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

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

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

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

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

37 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

10 1) The Disclosure is required by law; or

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

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

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

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

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

24 H. PROHIBITED USES AND DISCLOSURES

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

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

34 I. OBLIGATIONS OF COUNTY

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

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

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

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

9 J. BUSINESS ASSOCIATE TERMINATION

10 1. Upon COUNTY's knowledge of a material breach or violation by CONTRACTOR of the
11 requirements of this Business Associate Agreement, COUNTY shall:

12 a. Provide an opportunity for CONTRACTOR to cure the material breach or end the
13 violation within thirty (30) business days; or

14 b. Immediately terminate the Agreement, if CONTRACTOR is unwilling or unable to cure
15 the material breach or end the violation within (30) days, provided termination of the Agreement is
16 feasible.

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

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

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

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

29 3. The obligations of this Business Associate Agreement shall survive the termination of the
30 Agreement.

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1 EXHIBIT C
 2 TO MASTER AGREEMENT FOR PROVISION OF
 3 WRAPAROUND MENTAL HEALTH OUTPATIENT SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 OLIVE CREST
 8 JULY 1, 2023 THROUGH JUNE 30, 2026
 9

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

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

13 A. DEFINITIONS

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

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

18 3. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act Agreement
 19 between the Social Security Administration and the California Health and Human Services Agency
 20 (CHHS).

21 4. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database
 22 maintained by the COUNTY or California Department of Health Care Services (DHCS), received by
 23 CONTRACTOR from the COUNTY or DHCS or acquired or created by CONTRACTOR in connection
 24 with performing the functions, activities and services specified in the Agreement on behalf of the
 25 COUNTY.

26 5. "IEA" shall mean the Information Exchange Agreement currently in effect between the Social
 27 Security Administration (SSA) and DHCS.

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

34 7. "Personally Identifiable Information" (PII) shall have the meaning given to such term in the
 35 IEA and CMPPA.

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

1 9. "Required by law" means a mandate contained in law that compels an entity to make a use or
2 disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders
3 and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal
4 inspector general, or an administrative body authorized to require the production of information, and a
5 civil or an authorized investigative demand. It also includes Medicare conditions of participation with
6 respect to health care providers participating in the program, and statutes or regulations that require the
7 production of information, including statutes or regulations that require such information if payment is
8 sought under a government program providing public benefits.

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

12 B. TERMS OF AGREEMENT

13 1. Permitted Uses and Disclosures of DHCS PI and PII by CONTRACTOR. Except as otherwise
14 indicated in this Exhibit, CONTRACTOR may use or disclose DHCS PI only to perform functions,
15 activities, or services for or on behalf of the COUNTY pursuant to the terms of the Agreement provided
16 that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by
17 the COUNTY.

18 2. Responsibilities of CONTRACTOR

19 CONTRACTOR agrees:

20 a. Nondisclosure. Not to use or disclose DHCS PI or PII other than as permitted or required
21 by this Personal Information Privacy and Security Agreement or as required by applicable state and federal
22 law.

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

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

35 1) Complying with all of the data system security precautions listed in Paragraph E of
36 the Business Associate Agreement, Exhibit B to the Agreement; and

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

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

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

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

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

29 g. Cooperation with COUNTY. With respect to DHCS PI, to cooperate with and assist the
30 COUNTY to the extent necessary to ensure the DHCS's compliance with the applicable terms of the CIPA
31 including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI,
32 production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such breach to
33 the affected individual(s).

34 h. Breaches and Security Incidents. During the term of the Agreement, CONTRACTOR
35 agrees to implement reasonable systems for the discovery of any breach of unsecured DHCS PI and PII or
36 security incident. CONTRACTOR agrees to give notification of any beach of unsecured DHCS PI

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1 and PII or security incident in accordance with Paragraph F, of the Business Associate Agreement,
2 Exhibit B to the Agreement.

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

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