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3 CONTRACT FOR PROVISION OF
4 BEHAVIORAL HEALTH CALWORKS SERVICES
5 BETWEEN
6 COUNTY OF ORANGE
7 AND
8 «CONTRACTOR NAME»
9 JULY 1, 2022 THROUGH JUNE 30, 2025

10
11 THIS AGREEMENT entered into this 1st day of July 2022 (effective date), is by and between the
12 COUNTY OF ORANGE, a political subdivision of State of California (COUNTY), and
13 «CONTRACTOR NAME», a California «STATUS» (CONTRACTOR). COUNTY and
14 CONTRACTOR may sometimes be referred to herein individually as “Party” or collectively as
15 “Parties.” This Agreement shall be administered by the County of Orange Health Care Agency
16 (ADMINISTRATOR).

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

19
20 WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Behavioral
21 Health CalWORKs Services described herein to the residents of Orange County; and

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

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

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REFERENCED CONTRACT PROVISIONS

Master Agreement Term: July 1, 2022 through June 30, 2025
Period One means the period from July 1, 2022 through June 30, 2023
Period Two means the period from July 1, 2023 through June 30, 2024
Period Three means the period from July 1, 2024 through June 30, 2025

Aggregate Amount Not To Exceed: \$9,374,751
Period One Aggregate Amount Not To Exceed: \$3,124,917
Period Two Aggregate Amount Not To Exceed: \$3,124,917
Period Three Aggregate Amount Not To Exceed: \$3,124,917
TOTAL AGGREGATE AMOUNT NOT TO EXCEED: \$9,374,751

Basis for Reimbursement: Actual Cost
Payment Method: Monthly In Arrears

CONTRACTOR DUNS Number: «DUNS NUMBER»

CONTRACTOR TAX ID Number: «TAX ID NUMBER»

Notices to COUNTY and CONTRACTOR:

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

CONTRACTOR: «CONTRACTOR NAME»
«CONTRACTOR ADDRESS»
«CONTRACTOR CITY/STATE/ZIP»
«CONTACT PERSON»
«CONTACT PERSON EMAIL»

1 //

2

I. ACRONYMS

3

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

4

5

A. ARRA American Recovery and Reinvestment Act

6

B. AES Advanced Encryption Standard

7

C. ASRS Alcohol and Drug Programs Reporting System

8

D. BCP Business Continuity Plan

9

E. CCC California Civil Code

10

F. CCR California Code of Regulations

11

G. CD/DVD Compact Disc/Digital Video or Versatile Disc

12

H. CEO County Executive Office

13

I. CFR Code of Federal Regulations

14

J. CHHS California Health and Human Services Agency

15

K. CHPP COUNTY HIPAA Policies and Procedures

16

L. CHS Correctional Health Services

17

M. CIPA California Information Practices Act

18

N. CMPPA Computer Matching and Privacy Protection Act

19

O. COI Certificate of Insurance

20

P. D/MC Drug/Medi-Cal

21

Q. DHCS Department of Health Care Services

22

R. DoD US Department of Defense

23

S. DPFS Drug Program Fiscal Systems

24

T. DRP Disaster Recovery Plan

25

U. DRS Designated Record Set

26

V. E-Mail Electronic Mail

27

W. EHR Electronic Health Records

28

X. ePHI Electronic Protected Health Information

29

Y. FIPS Federal Information Processing Standards

30

Z. GAAP Generally Accepted Accounting Principles

31

AA. HCA Health Care Agency

32

AB. HHS Health and Human Services

33

AC. HIPAA Health Insurance Portability and Accountability Act of 1996, Public Law 104-191

34

35

AD. HSC California Health and Safety Code

36

AE. ID Identification

37

AF. IEA Information Exchange Agreement

1	AG. ISO	Insurance Services Office
2	AH. MHP	Mental Health Plan
3	AI. NIST	National Institute of Standards and Technology
4	AJ. OCJS	Orange County Jail System
5	AK. OCPD	Orange County Probation Department
6	AL. OCR	Office for Civil Rights
7	AM. OCSD	Orange County Sheriff's Department
8	AN. OIG	Office of Inspector General
9	AO. OMB	Office of Management and Budget
10	AP. OPM	Federal Office of Personnel Management
11	AQ. PA DSS	Payment Application Data Security Standard
12	AR. PC	State of California Penal Code
13	AS. PCI DSS	Payment Card Industry Data Security Standard
14	AT. PHI	Protected Health Information
15	AU. PI	Personal Information
16	AV. PII	Personally Identifiable Information
17	AW. PRA	Public Record Act
18	AX. SIR	Self-Insured Retention
19	AY. HITECH Act	The Health Information Technology for Economic and Clinical Health
20		Act, Public Law 111-005
21	AZ. USC	United States Code
22	BA. WIC	State of California Welfare and Institutions Code

23

24 **II. ALTERATION OF TERMS**

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

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

32

33 **III. ASSIGNMENT OF DEBTS**

34 Unless this Agreement is followed without interruption by another Agreement between the Parties
 35 hereto for the same services and substantially the same scope, at the termination of this Agreement,
 36 CONTRACTOR shall assign to COUNTY any debts owing to CONTRACTOR by or on behalf of
 37 persons receiving services pursuant to this Agreement. CONTRACTOR shall immediately notify by

1 mail each of these persons, specifying the date of assignment, the County of Orange as assignee, and the
2 address to which payments are to be sent. Payments received by CONTRACTOR from or on behalf of
3 said persons, shall be immediately given to COUNTY.

4 5 **IV. COMPLIANCE**

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

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

12 2. CONTRACTOR has the option to provide ADMINISTRATOR with proof of its own
13 Compliance Program, Code of Conduct and any Compliance related policies and procedures.
14 CONTRACTOR's Compliance Program, Code of Conduct and any related policies and procedures shall
15 be verified by ADMINISTRATOR's Compliance Department to ensure they include all required
16 elements by ADMINISTRATOR's Compliance Officer as described in this Paragraph IV
17 (COMPLIANCE). These elements include:

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

25 3. If CONTRACTOR does not provide proof of its own Compliance program to
26 ADMINISTRATOR, CONTRACTOR shall internally comply with ADMINISTRATOR's Compliance
27 Program and Code of Conduct, CONTRACTOR shall submit to ADMINISTRATOR within thirty (30)
28 calendar days of execution of this Agreement a signed acknowledgement that CONTRACTOR shall
29 internally comply with ADMINISTRATOR's Compliance Program and Code of Conduct.

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

1 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and
2 CONTRACTOR shall revise its compliance program and code of conduct to meet
3 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's
4 Compliance Officer's determination and resubmit the same for review by ADMINISTRATOR.

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

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

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

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

34 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
35 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
36 Agreement.

37 4. CONTRACTOR shall screen all current Covered Individuals and subcontractors semi-

1 annually to ensure that they have not become Ineligible Persons. CONTRACTOR shall also request that
2 its subcontractors use their best efforts to verify that they are eligible to participate in all federal and
3 State of California health programs and have not been excluded or debarred from participation in any
4 federal or state health care programs, and to further represent to CONTRACTOR that they do not have
5 any Ineligible Person in their employ or under contract.

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

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

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

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

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

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

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

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

35 5. Each Covered Individual attending a group training shall certify, in writing, attendance at
36 compliance training. ADMINISTRATOR shall provide instruction on group training completion while
37 CONTRACTOR shall retain the training certifications. Upon written request by ADMINISTRATOR,

1 CONTRACTOR shall provide copies of the certifications.

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

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

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

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

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

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

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

21 **V. CONFIDENTIALITY**

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

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

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

34 3. In the event of a collaborative service agreement between Mental Health services providers,
35 CONTRACTOR acknowledges and agrees that it is responsible for obtaining releases of information,
36 from the collaborative agency, for Clients receiving services through the collaborative agreement.
37

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

8 9 **VI. COST REPORT**

10 A. CONTRACTOR shall submit an individual and/or consolidated Cost Report to COUNTY no
11 later than sixty (60) calendar days following termination of this Agreement. CONTRACTOR shall
12 prepare the individual and/or consolidated Cost Report in accordance with all applicable federal, state
13 and COUNTY requirements, GAAP and the Special Provisions Paragraph of this Agreement.
14 CONTRACTOR shall allocate direct and indirect costs to and between programs, cost centers, services,
15 and funding sources in accordance with such requirements and consistent with prudent business practice,
16 which costs and allocations shall be supported by source documentation maintained by CONTRACTOR,
17 and available at any time to ADMINISTRATOR upon reasonable notice. In the event CONTRACTOR
18 has multiple agreements for mental health services that are administered by HCA, consolidation of the
19 individual Cost Reports into a single consolidated Cost Report may be required, as stipulated by
20 ADMINISTRATOR. CONTRACTOR shall submit the consolidated Cost Report to COUNTY no later
21 than five (5) business days following approval by ADMINISTRATOR of all individual Cost Reports to
22 be incorporated into a consolidated Cost Report.

23 1. If CONTRACTOR fails to submit an accurate and complete individual and/or consolidated
24 Cost Report within the time period specified above, ADMINISTRATOR has sole discretion to impose
25 one or both of the following:

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

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

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

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

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

11 C. Final settlement shall be based upon the actual and reimbursable costs for services hereunder,
12 less applicable revenues and any late penalty, not to exceed COUNTY's Amount Not To Exceed as set
13 forth in the Referenced Contract Provisions of this Agreement. CONTRACTOR shall not claim
14 expenditures to COUNTY which are not reimbursable pursuant to applicable federal, state and
15 COUNTY laws, regulations and requirements. Any payment made by COUNTY to CONTRACTOR,
16 which is subsequently determined to have been for an unreimbursable expenditure or service, shall be
17 repaid by CONTRACTOR to COUNTY in cash, or other authorized form of payment, within thirty (30)
18 calendar days of submission of the individual and/or consolidated Cost Report or COUNTY may elect to
19 reduce any amount owed CONTRACTOR by an amount not to exceed the reimbursement due
20 COUNTY.

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

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

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

35
36 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
37 supporting documentation prepared by _____ for the cost report period

1 beginning _____ and ending _____ and that, to the best of my
 2 knowledge and belief, costs reimbursed through this Agreement are reasonable and
 3 allowable and directly or indirectly related to the services provided and that this Cost
 4 Report is a true, correct, and complete statement from the books and records of
 5 (provider name) in accordance with applicable instructions, except as noted. I also
 6 hereby certify that I have the authority to execute the accompanying Cost Report.

7
 8 Signed _____
 9 Name _____
 10 Title _____
 11 Date _____"

12
 13 **VII. DEBARMENT AND SUSPENSION CERTIFICATION**

14 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

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

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

1
2 **VIII. DELEGATION, ASSIGNMENT AND SUBCONTRACTS**

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

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

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

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

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

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

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

35 C. CONTRACTOR's obligations undertaken pursuant to this Agreement may be carried out by
36 means of subcontracts, provided such subcontracts are approved in advance, in writing by
37 ADMINISTRATOR, meet the requirements of this Agreement as they relate to the service or activity

1 under subcontract, and include any provisions that ADMINISTRATOR may require.

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

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

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

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

13 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

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

24 **X. EQUIPMENT**

25 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
26 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
27 ADMINISTRATOR to assist in performing the services described in this Agreement. "Relatively
28 Permanent" is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or
29 over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital
30 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and
31 other taxes, and installation costs, or electronic equipment that costs less than \$600 but may contain PHI
32 or PII, are defined as Controlled Equipment. Controlled Equipment includes, but is not limited to
33 phones, tablets, audio/visual equipment, computer equipment, and lab equipment. The cost of
34 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be
35 depreciated according to GAAP.
36

37 B. CONTRACTOR shall obtain ADMINISTRATOR's written approval prior to purchase of any

1 Equipment with funds paid pursuant to this Agreement. Upon delivery of Equipment, CONTRACTOR
2 shall forward to ADMINISTRATOR, copies of the purchase order, receipt, and other supporting
3 documentation, which includes delivery date, unit price, tax, shipping and serial numbers.
4 CONTRACTOR shall request an applicable asset tag for said Equipment and shall include each
5 purchased asset in an Equipment inventory.

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

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

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

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

22 G. Unless this Agreement is followed without interruption by another agreement between the
23 Parties for substantially the same type and scope of services, at the termination of this Agreement for any
24 cause, CONTRACTOR shall return to COUNTY all Equipment purchased with funds paid through this
25 Agreement.

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

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

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

34 B. In the event that CONTRACTOR is unable to provide the services, staffing, facilities, or
35 supplies as required, ADMINISTRATOR may, at its sole discretion, reduce the Amount Not To Exceed
36 for the appropriate Period as well as the Total Amount Not To Exceed. The reduction to the Amount
37

1 Not To Exceed for the appropriate Period as well as the Total Amount Not To Exceed shall be in an
2 amount proportionate to the number of days in which CONTRACTOR was determined to be unable to
3 provide services, staffing, facilities or supplies.

4 5 **XII. INDEMNIFICATION AND INSURANCE**

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

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

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

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

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

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

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

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

14 F. QUALIFIED INSURER

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

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

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

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

20

21 H. REQUIRED COVERAGE FORMS

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

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

26 I. REQUIRED ENDORSEMENTS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35 R. SUBMISSION OF INSURANCE DOCUMENTS

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

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

1 b. No later than the expiration date for each policy.

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

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

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

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

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

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

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

22 **XIII. INSPECTIONS AND AUDITS**

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

33 B. CONTRACTOR shall actively participate and cooperate with any person specified in
34 Subparagraph A. above in any evaluation or monitoring of the services provided pursuant to this
35 Agreement, and shall provide the above-mentioned persons adequate office space to conduct such
36 evaluation or monitoring.
37

1 C. AUDIT RESPONSE

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

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

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

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

23
24 **XIV. LICENSES AND LAWS**

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

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

- 36 1. ARRA of 2009.
37 2. WIC, Division 5, Community Mental Health Services.

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

XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA

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

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

C. If CONTRACTOR uses social media (such as Facebook, Twitter, YouTube or other publicly available social media sites) in support of the services described within this Agreement, CONTRACTOR shall develop social media policies and procedures and have them available to ADMINISTRATOR upon reasonable notice. CONTRACTOR shall inform ADMINISTRATOR of all

1 forms of social media used to either directly or indirectly support the services described within this
2 Agreement. CONTRACTOR shall comply with COUNTY Social Media Use Policy and Procedures as
3 they pertain to any social media developed in support of the services described within this Agreement.
4 CONTRACTOR shall also include any required funding statement information on social media when
5 required by ADMINISTRATOR.

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

8 9 **XVI. AMOUNT NOT TO EXCEED**

10 A. The Total Amount Not to Exceed of COUNTY for services provided in accordance with this
11 Contract, are as specified in the Referenced Contract Provisions of this Contract, except as allowed for
12 in Subparagraph B. below.

13 B. ADMINISTRATOR may amend the Total Amount Not to Exceed by an amount not to exceed
14 ten percent (10%) of Period One funding for this Contract.

15 16 **XVII. MINIMUM WAGE LAWS**

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

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

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

31 32 **XVIII. NONDISCRIMINATION**

33 **A. EMPLOYMENT**

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

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

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

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

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

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

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

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

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

- 4 1. Denying a Client or potential Client any service, benefit, or accommodation.
- 5 2. Providing any service or benefit to a Client which is different or is provided in a different
6 manner or at a different time from that provided to other Clients.
- 7 3. Restricting a Client in any way in the enjoyment of any advantage or privilege enjoyed by
8 others receiving any service or benefit.
- 9 4. Treating a Client differently from others in satisfying any admission requirement or
10 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
11 any service or benefit.
- 12 5. Assignment of times or places for the provision of services.

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

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

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

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

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

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

35 E. RETALIATION – Neither CONTRACTOR nor subcontractor, nor its employees or agents shall
36 intimidate, coerce or take adverse action against any person for the purpose of interfering with rights
37 secured by federal or state laws, or because such person has filed a complaint, certified, assisted or

1 otherwise participated in an investigation, proceeding, hearing or any other activity undertaken to
2 enforce rights secured by federal or state law.

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

7 **XIX. NOTICES**

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

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

13 2. When faxed, transmission confirmed;

14 3. When sent by Email; or

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

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

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

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

28 **XX. NOTIFICATION OF DEATH**

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

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

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

1 limit herein specified, notice need only be given during normal business hours.

2 2. WRITTEN NOTIFICATION

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

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

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

14
15 **XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

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

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

23
24 **XXII. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

36 D. CONTRACTOR shall retain all financial records for a minimum of seven (7) years from the
37 commencement of the Agreement, unless a longer period is required due to legal proceedings such as

1 | litigations and/or settlement of claims.

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

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

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

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

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

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

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

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

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

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

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

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

32 | **XXIII. RESEARCH AND PUBLICATION**

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

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XXIV. REVENUE

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

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

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

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

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XXV. SEVERABILITY

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

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XXVI. SPECIAL PROVISIONS

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

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1. Making cash payments to intended recipients of services through this Agreement.
2. Lobbying any governmental agency or official. CONTRACTOR shall file all certifications and reports in compliance with this requirement pursuant to Title 31, USC, §1352 (e.g., limitation on use

1 of appropriated funds to influence certain federal contracting and financial transactions).

2 3. Fundraising.

3 4. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
4 CONTRACTOR's staff, volunteers, or members of the Board of Directors or governing body.

5 5. Reimbursement of CONTRACTOR's members of the Board of Directors or governing
6 body for expenses or services.

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

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

13 8. Severance pay for separating employees.

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

16 10. Supplanting current funding for existing services.

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

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

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

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

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

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

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

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

30 8. Purchase of gifts, meals, entertainment, awards, or other personal expenses for
31 CONTRACTOR's clients.

32 **XXVII. STATUS OF CONTRACTOR**

34 CONTRACTOR is, and shall at all times be deemed to be, an independent contractor and shall be
35 wholly responsible for the manner in which it performs the services required of it by the terms of this
36 Agreement. CONTRACTOR is entirely responsible for compensating staff, subcontractors, and
37 consultants employed by CONTRACTOR. This Agreement shall not be construed as creating the

1 relationship of employer and employee, or principal and agent, between COUNTY and CONTRACTOR
2 or any of CONTRACTOR's employees, agents, consultants, or subcontractors. CONTRACTOR
3 assumes exclusively the responsibility for the acts of its employees, agents, consultants, or
4 subcontractors as they relate to the services to be provided during the course and scope of their
5 employment. CONTRACTOR, its agents, employees, consultants, or subcontractors, shall not be
6 entitled to any rights or privileges of COUNTY's employees and shall not be considered in any manner
7 to be COUNTY's employees.

8 9 **XXVIII. TERM**

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

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

19 20 **XXIX. TERMINATION**

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

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

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

- 29 1. The loss by CONTRACTOR of legal capacity.
- 30 2. Cessation of services.
- 31 3. The delegation or assignment of CONTRACTOR's services, operation or administration to
32 another entity without the prior written consent of COUNTY.
- 33 4. The neglect by any physician or licensed person employed by CONTRACTOR of any duty
34 required pursuant to this Agreement.
- 35 5. The loss of accreditation or any license required by the Licenses and Laws Paragraph of this
36 Agreement.
- 37 6. The continued incapacity of any physician or licensed person to perform duties required

1 pursuant to this Agreement.

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

6 D. CONTINGENT FUNDING

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

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

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

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

16 E. In the event this Agreement is suspended or terminated prior to the completion of the term as
17 specified in the Referenced Contract Provisions of this Agreement, ADMINISTRATOR may, at its sole
18 discretion, reduce the Amount Not To Exceed of this Agreement in an amount consistent with the
19 reduced term of the Agreement.

20 F. In the event this Agreement is terminated by either party, CONTRACTOR shall do the
21 following:

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

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

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

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

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

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

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

37 8. To the extent services are terminated, cancel outstanding commitments covering the

1 procurement of materials, supplies, equipment, and miscellaneous items, as well as outstanding
2 commitments which relate to personal services. With respect to these canceled commitments,
3 CONTRACTOR shall submit a written plan for settlement of all outstanding liabilities and all claims
4 arising out of such cancellation of commitment which shall be subject to written approval of
5 ADMINISTRATOR.

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

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

12
13 **XXX. THIRD PARTY BENEFICIARY**

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

17
18 **XXXI. WAIVER OF DEFAULT OR BREACH**

19 Waiver by COUNTY of any default by CONTRACTOR shall not be considered a waiver of any
20 subsequent default. Waiver by COUNTY of any breach by CONTRACTOR of any provision of this
21 Agreement shall not be considered a waiver of any subsequent breach. Waiver by COUNTY of any
22 default or any breach by CONTRACTOR shall not be considered a modification of the terms of this
23 Agreement.

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

3
4 «CONTRACTOR NAME»

5
6 BY: _____ DATED: _____

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8
9 TITLE: _____

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11 BY: _____ DATED: _____

12
13 TITLE: _____

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18 COUNTY OF ORANGE

19
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21 BY: _____ DATED: _____

22 HEALTH CARE AGENCY

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

28
29 BY:  _____ DATED: 4/20/2022
30 DEPUTY

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

1 EXHIBIT A
2 TO CONTRACT FOR PROVISION OF
3 BEHAVIORAL HEALTH CALWORKS SERVICES
4 BETWEEN
5 COUNTY OF ORANGE
6 AND
7 «CONTRACTOR NAME»
8 JULY 1, 2022 THROUGH JUNE 30, 2025
9
10

11 **I. COMMON TERMS AND DEFINITIONS**
12

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

15 1. Active and On-going Case Load means documentation, by CONTRACTOR, of completion
16 of the entry and evaluation documents into IRIS, and documentation that the Clients are receiving
17 services at a level and frequency and duration that is consistent with each Client's level of impairment
18 and treatment goals and consistent with individualized, solution-focused, evidence-based practices.

19 2. Admission means documentation, by CONTRACTOR, of completion of the entry and
20 evaluation documents into IRIS.

21 3. Alcohol and Drug Abuse Unit of Service means a face-to-face contact which results in a
22 record of a therapeutic experience in a Client's chart.

23 4. Best Practices means a term that is often used inter-changeably with "evidence-based
24 practice" and is best defined as an "umbrella" term for three levels of practice, measured in relation to
25 Recovery-consistent mental health practices where the Recovery process is supported with scientific
26 intervention that best meets the needs of the Client at this time.

27 a. EBP means evidence-based practices and refers to the interventions utilized for which
28 there is consistent scientific evidence showing they improved client outcomes and meets the following
29 criteria: it has been replicated in more than one geographic or practice setting with consistent results; it
30 is recognized in scientific journals by one or more published articles; it has been documented and put
31 into manual forms; it produces specific outcomes when adhering to the fidelity of the model.

32 b. Promising Practices means that experts believe the practices are likely to be raised to
33 the next level when scientific studies can be conducted and is supported by some body of evidence,
34 (evaluation studies or expert consensus in reviewing outcome data); it has been endorsed by recognized
35 bodies of advocacy organizations and finally, produces specific outcomes.

36 c. Emerging Practices means that the practice(s) seems like a logical approach to
37 addressing a specific behavior which is becoming distinct, recognizable among Clients and clinicians in

1 practice, or innovators in academia or policy makers; and at least one recognized expert, group of
2 researchers or other credible individuals have endorsed the practice as worthy of attention based on
3 outcomes; and finally, it produces specific outcomes.

4 5. Cal-Learn means a CalWORKs program that serves pregnant and custodial/parenting teen
5 parents under the age of nineteen (19) years of age who have not obtained a high school diploma or
6 equivalent, and are receiving CalWORKs.

7 6. CalOMS means California Outcomes Measurement System and is a statewide Client-based
8 data collection and outcomes measurement system as required by the State to effectively manage and
9 improve the provision of alcohol and other drug services at the state, COUNTY, and provider levels.

10 7. CalWORKs Child Welfare Behavioral Health Services means therapeutic interventions to
11 protect children's welfare and to promote their healthy development in their family home. There are two
12 types of Child Welfare Behavioral Health Services:

13 a. Mutual Client/Family Maintenance means services provided to families who are
14 receiving CalWORKs funding and FM services through the Social Services Agency's Children and
15 Family Services Program. These families may be voluntarily receiving FM services or the children may
16 remain in their home under the supervision of the Juvenile Court.

17 b. Mutual Client/Family Reunification means services with a mandated goal ordered by
18 the Juvenile Court. FR services are limited to parents of children who are receiving CalWORKs funding
19 when their children are placed in the custody of the Juvenile Court.

20 8. CalWORKs Team means the COUNTY unit responsible for outreach, screening, referral
21 and network coordination for Clients enrolled in the Behavioral Health CalWORKs Services program.

22 9. Case Management Linkage Brokerage means a process of identification, assessment of
23 need, planning, coordination and linking, monitoring and continuous evaluation of Client and of
24 available resources and advocacy through a process of casework activities in order to achieve the best
25 possible resolution to individual needs in the most effective way possible.

26 10. CAT means Crisis Assessment Team and provides 24 hour mobile response services to any
27 adult who has a psychiatric emergency. This program assists law enforcement, social service agencies,
28 and families in providing crisis intervention services for the mentally ill. CAT is a multidisciplinary
29 program that conducts risk assessments, initiates involuntary hospitalizations, and provides case
30 management, linkage, follow ups for Clients evaluated.

31 11. CESI and CEST mean Client Evaluation of Self at Intake and Client Evaluation of Self and
32 Treatment. They are self-administered survey instruments designed to assess Clients' motivation for
33 change, engagement in treatment, social and peer support, and other psychosocial indicators of progress
34 in recovery.

35 12. Client means an individual, referred by COUNTY or enrolled in a CONTRACTOR's
36 program for services under the Agreement.

37 13. CSU means Crisis Stabilization Unit and refers to a psychiatric crisis stabilization program

1 that operates 24 hours a day that serves Orange County residents, aged 18 and older, who are
2 experiencing a psychiatric crisis and need immediate evaluation. Clients receive a thorough psychiatric
3 evaluation, crisis stabilization treatment, and referral to the appropriate level of continuing care. As a
4 designated outpatient facility, the CSU may evaluate and treat Clients for no longer than 23 hours.

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

8 15. DATAR means Drug Abuse Treatment Access Report and is the Department of Health Care
9 Services system to collect data on substance use disorder treatment capacity and waiting lists.

10 16. Diagnosis means the definition of the nature of the Client's disorder. When formulating the
11 Diagnosis of a Client, CONTRACTOR shall use the diagnostic codes as specified in the most current
12 edition of the DSM published by the American Psychiatric Association. DSM diagnoses will be
13 recorded on all IRIS documents, as appropriate.

14 17. DSH means Direct Service Hours and refers to a measure in hours and parts of hours that a
15 clinician spends providing Client services. DSH credit is obtained for providing mental health, case
16 management, medication support and crisis intervention service to any Client open in IRIS which
17 includes both billable and non-billable services.

18 18. Engagement means the process by which a trusting relationship between worker and
19 Client(s) is established with the goal to link the individual(s) to the appropriate services. Engagement of
20 Client(s) is the objective of a successful outreach.

21 19. Face-to-Face means an encounter between Client and provider where they are both
22 physically present.

23 20. Intake means the initial face-to-face meeting between a Client and CONTRACTOR's staff
24 and includes an evaluation to determine if the Client meets program criteria and is willing to seek
25 services.

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

31 22. IRIS means Integrated Records Information System and refers to a collection of applications
32 and databases that serve the needs of programs within COUNTY's Health Care Agency and includes
33 functionality such as registration and scheduling, laboratory information system, billing and reporting
34 capabilities, compliance with regulatory requirements, electronic medical records and other relevant
35 applications.

36 23. Licensed Mental Health Professional means licensed physicians, licensed psychologist,
37 licensed clinical social workers, licensed marriage and family therapists, registered nurses, licensed

1 vocational nurses, and licensed psychiatric technicians.

2 24. Linkage means to assist an individual to connect with a referral.

3 25. Medical Necessity means the requirements as defined in the COUNTY MHP Medical
4 Necessity for Medi-Cal reimbursed Specialty Mental Health Services that includes Diagnosis,
5 Impairment Criteria and Intervention Related Criteria.

6 26. Mental Health Rehabilitation Specialist means an individual who has a Bachelor's Degree
7 and at least four years of experience in a mental health setting as a specialist in the fields of physical
8 restoration, social adjustment or vocational adjustment.

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

12 a. Assessment means a service activity designed to evaluate the current status of a Client's
13 mental or behavioral health. Assessment includes but is not limited to one or more of the following:
14 mental status determination, analysis of the Client's clinical history, analysis of relevant cultural issues
15 and history, diagnosis, and the use of testing procedures.

16 b. Collateral means a significant support person in a Client's life and is used to define
17 services provided to them with the intent of improving or maintaining the mental health status of the
18 Client.

19 c. Co-Occurring Integrated Treatment Model means, in evidence-based integrated
20 treatment programs, Clients who receive a combined treatment for mental illness and substance use
21 disorders from the same practitioner or treatment team.

22 d. Crisis Intervention means a service, lasting less than twenty-four (24) hours, to or on
23 behalf of a Client, for a condition that requires more timely response than a regularly scheduled visit.
24 Service activities include, but are not limited to one or more of the following: assessment, collateral and
25 therapy.

26 e. Rehabilitation means a service activity which includes, but is not limited to, assistance
27 in improving, maintaining, or restoring a Client's or group of Clients' functional skills which includes,
28 but not limited to, daily living skills, social and leisure skills, grooming and personal hygiene skills,
29 meal preparation skills, and support resources and/or medication education.

30 f. Targeted Case Management means services that assist a Client to access needed
31 medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The
32 service activities may include, but are not limited to, communication, coordination, and referral;
33 monitoring service delivery to ensure Client access to service(s) and the service delivery system;
34 monitoring of the Client's progress; and plan development.

35 g. Therapy means a service activity that is a therapeutic intervention that focuses primarily
36 on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an
37 individual or group of beneficiaries and may include family therapy at which the Client is present.

1 28. Mental Health Specialist refers to an individual who has a Bachelor's Degree and four years
2 of experience in a mental health setting and who performs individual and group case management
3 studies.

4 29. Mental Health Unit of Service means one (1) minute of contact with the Client which
5 results in a record of a therapeutic experience in a Client's chart.

6 30. Mental Health Worker means an individual who assists in planning, developing and
7 evaluating mental health services for Client; provides liaison between Client and service providers; and
8 has obtained a Bachelor's degree in a behavioral science field such as psychology, counseling, or social
9 work, or has two (2) years of experience providing client related services to clients experiencing mental
10 health, drug abuse or alcohol disorders. Education in a behavioral science field such as psychology,
11 counseling, or social work may be substituted for up to one year of the experience requirement.

12 31. MFT means Marriage and Family Therapist and refers to an individual who meets the
13 minimum professional and licensure requirements set forth in CCR, Title 9, Section 626.

14 32. MORS means Milestones of Recovery Scale and refers to a recovery scale that provides the
15 means of assigning Client to their appropriate level of care and replaces the diagnostic and acuity of
16 illness-based tools. The scale is used to create a map of the system by determining which milestone(s)
17 or level of recovery (based on the MORS) are the target groups for different programs across the
18 continuum of programs and services offered by COUNTY.

19 33. PCC means Professional Clinical Counselor and refers to an individual who meets the
20 minimum professional and licensure requirements set forth in CCR, Title 9.

21 34. NPI means National Provider Identifier and refers to the standard unique health identifier
22 that was adopted by the Secretary of Health and Human Services under HIPAA. All HIPAA covered
23 healthcare providers, individuals and organizations must obtain an NPI for use to identify themselves in
24 HIPAA standard transactions. The NPI is assigned for life.

25 35. NPP means Notice of Privacy Practices and refers to a document that notifies individuals of
26 uses and disclosures of PHI that may be made by or on behalf of the health plan or health care provider
27 as set forth in HIPAA.

28 36. Outreach means the outreach to potential Clients to link them to appropriate services and
29 may include activities that involve educating the community about the services offered and requirements
30 for participation in the programs.

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

37 38. Pre-Licensed Therapist means a person who has obtained a Master's Degree in Social Work

1 or MFT and is registered with the BBS as an Associate Clinical Social Worker or MFT Intern acquiring
2 hours for licensing. An individual's registration is subject to regulations adopted by the BBS.

3 39. Program Director means an individual who has complete responsibility for the day to day
4 function of the program. The Program Director is the highest level of decision making at a local
5 program level.

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

9 a. Health: Overcoming or managing one's disease(s) as well as living in a physically and
10 emotionally healthy way;

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

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

15 d. Community: Relationships and social networks that provides support, friendship, love,
16 and hope.

17 41. Referral means to send an individual to another person or place for services, help, advice,
18 etc.

19 42. SUD means substance use disorder and refers to a condition in which the use of one or more
20 substances leads to a clinically significant impairment or distress per the DSM-5.

21 43. Supervisory Review means ongoing clinical case reviews in accordance with procedures
22 developed by ADMINISTRATOR, to determine the appropriateness of diagnosis and treatment and to
23 monitor compliance to the minimum ADMINISTRATOR and Medi-Cal charting standards.
24 Supervisory review is conducted by the program/clinic director or designee.

25 44. Therapeutic Activity means activities such as individual counseling, groups, and self-help
26 groups. These activities shall incorporate best practices and evidence-based approaches.

27 45. Token means the security device which allows an individual user to access COUNTY's
28 computer based IRIS.

29 46. WRAP means Wellness Recovery Action Plan and refers to a client self-help technique for
30 monitoring and responding to symptoms to achieve the highest possible level of wellness, stability, and
31 quality of life.

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

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37 **II. BUDGET**

1 A. COUNTY shall pay CONTRACTOR in accordance with the Payments Paragraph in this
2 Exhibit A to the Agreement. The individual budget per contractor may be adjusted by mutual agreement,
3 within the aggregate Amount Not To Exceed, in advance and in writing, by ADMINISTRATOR and
4 CONTRACTOR.

5 B. CONTRACTOR and ADMINISTRATOR mutually agree that the total budget includes Indirect
6 Costs not to exceed fifteen (15%) of Direct Costs, and which may include operating income estimated at
7 two percent (2%). Final settlement paid to CONTRACTOR shall include indirect costs and such
8 indirect costs may include operating income.

9 C. In the event CONTRACTOR collects fees and insurance, including Medicare, for services
10 provided pursuant to the Agreement, CONTRACTOR may make written application to
11 ADMINISTRATOR to retain such revenues; provided, however, the application must specify that the
12 fees and insurance will be utilized exclusively to provide behavioral health services.
13 ADMINISTRATOR may, at its sole discretion, approve any such retention of revenues. Approval by
14 ADMINISTRATOR shall be in writing to CONTRACTOR and will specify the amount of said revenues
15 to be retained and the quantity of services to be provided by CONTRACTOR. Fees received from
16 private resources on behalf of Medi-Cal Clients shall not be eligible for retention by CONTRACTOR.

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

28 E. FINANCIAL RECORDS – CONTRACTOR shall prepare and maintain accurate and complete
29 financial records of its cost and operating expenses. Such records will reflect the actual cost of the type
30 of service for which payment is claimed. Any apportionment of or distribution of costs, including
31 indirect costs, to or between programs or cost centers of CONTRACTOR shall be documented, and will
32 be made in accordance with GAAP and Medicare regulations. If applicable, the Client's eligibility
33 determination and fee charged to and collected from Clients, together with a record of all billings
34 rendered and revenues received from any source, on behalf of Client treated pursuant to the Agreement,
35 must be reflected in CONTRACTOR's financial records.

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

III. PAYMENTS

1
2
3 A. BASIS FOR REIMBURSEMENT – COUNTY shall pay CONTRACTOR for the actual costs
4 of providing the services described hereunder, less revenues which are actually received by
5 CONTRACTOR; provided, however, that CONTRACTOR’s costs are allowable pursuant to COUNTY,
6 state, and federal regulations. Non-compliance will require the completion of CAP by CONTRACTOR.
7 If CAPs are not completed within timeframes approved by ADMINISTRATOR, payments may be
8 reduced accordingly. Furthermore, if CONTRACTOR is ineligible to provide services due to
9 non-compliance with licensure and/or certification standards of the state or COUNTY,
10 ADMINISTRATOR may elect to reduce COUNTY’s Amount Not To Exceed proportionate to the
11 length of time that CONTRACTOR is ineligible to provide services.

12 B. PAYMENT METHOD – COUNTY shall pay CONTRACTOR monthly in arrears the actual
13 cost of the services, less revenues that are actually received by CONTRACTOR provided, however, that
14 the total of such payments shall not exceed the COUNTY’s Amount Not To Exceed. CONTRACTOR’s
15 invoice shall be on a form approved or provided by ADMINISTRATOR and shall provide such
16 information as is required by ADMINISTRATOR. Invoices are due by the tenth (20th) calendar day of
17 each month. Invoices received after the due date may not be paid within the same month. Payments to
18 CONTRACTOR should be released by COUNTY no later than thirty (30) calendar days after receipt of
19 the correctly completed invoice form.

20 C. All payments are interim payments only, and subject to final settlement in accordance with the
21 Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual
22 cost of providing the services, which may include Indirect Administrative Costs, provided however, the
23 total of such payment does not exceed the Amount Not To Exceed for each period as stated in the
24 Referenced Contract Provisions of the Agreement and provided further, CONTRACTOR’s costs are
25 reimbursable pursuant to COUNTY, state, and/or federal regulations. ADMINISTRATOR may, at its
26 discretion, pay supplemental invoices for any month for which the provisional amount specified above
27 has not been fully paid.

28 D. All invoices to COUNTY shall be supported, at CONTRACTOR’s facility, by source
29 documentation including, but not limited to, ledgers, books, vouchers, journals, time sheets, payrolls,
30 appointment schedules, schedules for allocating costs, invoices, bank statements, canceled checks,
31 receipts, receiving records, and records of services provided.

32 E. 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 may use the Expenditure and Revenue Report to determine payment to CONTRACTOR.

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

37 G. COUNTY shall not reimburse CONTRACTOR for services provided beyond the expiration

1 and/or termination of the Agreement, except as may otherwise be provided under the Agreement, or
2 specifically agreed upon in a subsequent agreement.

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

6 **IV. REPORTS**

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

9 B. FISCAL

10 1. CONTRACTOR shall submit monthly Expenditure and Revenue Reports to
11 ADMINISTRATOR. These reports will be on a form acceptable to, or provided by, ADMINISTRATOR
12 and will report actual costs and revenues for CONTRACTOR's program described in the Services
13 Paragraph of Exhibit A to the Agreement. Such reports will also include actual productivity as defined
14 by ADMINISTRATOR. The reports will be received by ADMINISTRATOR no later than the twentieth
15 (20th) calendar day of the month following the report month. CONTRACTOR must request in writing
16 any extensions to the due date of the monthly required reports. If an extension is approved by
17 ADMINISTRATOR, the total extension will not exceed more than five (5) calendar days.

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

25 C. STAFFING – CONTRACTOR shall submit monthly Staffing Reports to ADMINISTRATOR.
26 These reports will be on a form acceptable to, or provided by, ADMINISTRATOR and will, at a
27 minimum, report the actual FTEs of the positions stipulated in the Staffing Paragraph of this Exhibit A
28 to the Agreement and will include the employees' names, licensure status, monthly salary, hire and/or
29 termination date and any other pertinent information as may be required by ADMINISTRATOR. The
30 reports will be received by ADMINISTRATOR no later than twentieth (20th) calendar days following
31 the end of the month being reported. If an extension is approved by ADMINISTRATOR, the total
32 extension will not exceed more than five (5) calendar days.

33 D. PROGRAMMATIC – CONTRACTOR shall provide the following Program Reports in support
34 of CalWORKs services. These reports shall be on a form approved or provided by ADMINISTRATOR.
35 CONTRACTOR shall submit participation reports for each Client served under this Agreement to
36 COUNTY CalWORKs Team and/or SSA CalWORKs worker as directed.

37 1. The Behavioral Health Response (BHR) report shall be thoroughly and accurately

1 completed for each Client upon completion of intake assessment, discharge, and for each month of
2 service. These reports are to be reviewed by CONTRACTOR's supervisor.

3 a. Initial Assessment BHR report shall be completed and submitted to the COUNTY
4 CalWORKs Team within two (2) business days of assessment completion. The report shall identify the
5 number of days of and number of hours per day of participation, and the initially proposed schedule of
6 treatment;

7 b. Discharge BHR report shall be completed and submitted to the COUNTY CalWORKs
8 Team within two (2) business days of case discharge. The report shall include, but not limited to, date of
9 discharge, primary reason for discharge, impairment resolution at discharge, and CalWORKs/WTW
10 status at discharge.

11 c. Monthly BHR report shall be completed and submitted to the COUNTY CalWORKs
12 Team by the seventh (7th) calendar day of the month following the report month. The report shall
13 include, but not limited to, Client's hours of attendance, participation, progress, prognosis, changes in
14 the barriers to employment, and/or recommended accommodations;

15 2. Monthly Contract Report shall contain data such as, but not limited to, Count of
16 Admissions, Discharges, End of the Month Caseloads, Units of Service, Welfare-To-Work (WTW)
17 status for open cases, and staffing and program updates. The report shall be submitted to
18 ADMINISTRATOR by the tenth (10th) calendar day of the month following the report month.

19 3. Monthly Services Report shall contain data such as, but not limited to, services provided
20 and performance measures including Intakes, Treatment Services, Case Management, Treatment Hours,
21 Impairment Resolution Status, Discharges, and Outcome Questionnaire (OQ) administration
22 information. This report shall be submitted by the tenth (10th) calendar day of the month following the
23 report month.

24 4. Child Care Log shall be completed and kept by CONTRACTOR. Information on the log
25 shall include the name of CalWORKs Client, name of child/children, date and time signed in, date and
26 time signed out and name of childcare worker. ADMINISTRATOR may request a copy of the Log at
27 any time.

28 5. For CalWORKs Child Welfare Behavioral Health Services cases, the following reports
29 shall be completed and submitted to the SSA Children and Family Services Social Worker.

30 a. Assessment and Treatment Plan Report shall be completed and submitted within thirty
31 (30) calendar days upon completion of the Intake Assessment.

32 b. Progress Report shall be completed and submitted by the tenth (10th) calendar day of
33 each month for each Client served during the preceding month.

34 c. Termination Report shall be completed and submitted within fifteen (15) calendar days
35 of case discharge.

36 E. CESI and CEST – CONTRACTOR shall ensure that CESI and CEST surveys are completed by
37 designated Clients, timely and accurately, and that the surveys contain CONTRACTOR's provider

1 number, Client ID number, responses to all psychosocial questions, responses for other important Client
2 and CONTRACTOR information, and fields are filled and/or marked appropriately. The CESI shall be
3 completed within thirty (30) calendar days of admission, and the CEST shall be completed at mid-point
4 and at completion for those Clients receiving at a minimum forty-five (45) calendar days of treatment.

5 1. CONTRACTOR shall photocopy the CESI and CEST surveys and submit the originals to
6 ADMINISTRATOR, once a month, by the tenth (10th) calendar day of each month or as directed by
7 COUNTY CalWORKs Team.

8 2. CONTRACTOR shall maintain the photocopies of the CESI and CEST documents in Client
9 files.

10 3. CONTRACTOR shall adhere to all COUNTY CESI and CEST transmission, reporting,
11 scoring, and any other guidelines, as stipulated by ADMINISTRATOR, as they may now exist or as they
12 may be revised and/or amended in the future, for the review, use, and analysis of the CESI and CEST.

13 F. MONTHLY DATAR – CONTRACTOR shall provide reports under the DATAR, and/or any
14 other State Department of Health Care Services Reporting System in a manner prescribed by
15 ADMINISTRATOR, no later than the fifth (5th) calendar day of the month following report month.

16 G. CONTRACTOR shall ensure that appropriate Client participation information is entered into
17 SSA's data system at a minimum of once a month, and otherwise as directed by ADMINISTRATOR.

18 H. CONTRACTOR shall document all adverse incidents affecting the physical and/or emotional
19 welfare of Clients, including but not limited to serious physical harm to self or others, serious
20 destruction of property, developments, etc., and which may raise liability issues with COUNTY.
21 CONTRACTOR shall notify COUNTY in writing within twenty-four (24) hours of any such serious
22 adverse incident. CONTRACTOR shall advise ADMINISTRATOR of any special incidents, conditions,
23 or issues that adversely affect the quality or accessibility of Client-related services provided by, or under
24 contract with, the COUNTY.

25 I. CalOMS – For Substance Use and Co-Occurring cases, CONTRACTOR shall complete a
26 CalOMS encounter and a CalOMS admission record in IRIS within seven (7) calendar days of Client
27 admission. CONTRACTOR shall complete a CalOMS discharge record in IRIS within seven (7)
28 calendar days of Client's last face to face session. CONTRACTOR shall regularly run a CalOMS error
29 detail report (CEDR) and correct any errors within two (2) business days of posting on the report and
30 continue to recheck until error free. CalOMS Annuals are due thirty (30) calendar days prior to the
31 anniversary date. Any individual provider of services must have an NPI number and be listed in IRIS as
32 the provider of the service conducted prior to performing any clinical services.

33 J. OUTCOME MEASURES – CONTRACTOR shall utilize outcome measures including, but not
34 limited to, the Outcome Questionnaire (OQ). CONTRACTOR shall track Client's symptomology and
35 functioning level and make every effort to improve them through the services provided in the
36 Agreement. CONTRACTOR shall report outcomes and other performance areas as needed by
37 COUNTY. CONTRACTOR shall identify and develop, in conjunction with ADMINISTRATOR,

1 additional performance measures/outcomes and/or program goals as needed. CONTRACTOR shall
2 submit outcome measures data to ADMINISTRATOR at minimum quarterly. Data must be made
3 available in an HCA approved file type. Submissions of data shall be uploaded to an approved secure
4 File Transfer Protocol site.

5 K. CONTRACTOR shall collect data on Client characteristics as specified by ADMINISTRATOR,
6 and on all services through an encounter data system or other method as specified by
7 ADMINISTRATOR.

8 L. CONTRACTOR shall ensure that data and reports submitted are accurate and complete by
9 verifying the accuracy and timeliness of reported data, screening for completeness and consistency, and
10 submitting reports and data in standardized formats as determined appropriate by ADMINISTRATOR.

11 M. CLIENT RECORDS – CONTRACTOR shall maintain adequate Client records in accordance
12 with COUNTY guidelines and DHCS Certification Standards. CONTRACTOR shall ensure Client files
13 include, at minimum, a copy of referral for services, consent for treatment, signed release of information,
14 intake assessment, service/care plan, referrals made, and progress notes. Intakes and treatment plans shall
15 be documented within thirty (30) calendar days in the Client’s record. CONTRACTOR shall maintain
16 and secure Client files in accordance with Federal and State regulations and County requirements.
17 CONTRACTOR shall ensure that Clients’ files are kept confidential and not subject to review with the
18 exception of an audit, program quality assurance review, or other program monitoring requirements.

19 N. ADDITIONAL REPORTS – CONTRACTOR shall provide additional reports as required by
20 ADMINISTRATOR concerning CONTRACTOR's activities as they affect the services hereunder.
21 ADMINISTRATOR shall be specific as to the nature of information requested and the timeframe the
22 information is needed.

23 O. CONTRACTOR and ADMINISTRATOR may mutually agree, in writing, to modify the Reports
24 Paragraph of this Exhibit A to the Agreement.

25 26 **V. SERVICES**

27 **A. FACILITY**

28 1. FACILITY LOCATION – CONTRACTOR shall maintain facilities which meet the
29 minimum requirements for Behavioral Health Outpatient CalWORKs Services for exclusive use by
30 COUNTY. Contractor shall submit, in advance, in writing, for approval by ADMINISTRATOR, the
31 facility address location.

32
33 2. FACILITY STANDARDS – The facilities shall meet the following standards:
34 a. The facility shall include space to support the services identified within the Agreement.
35 b. CONTRACTOR shall maintain regularly scheduled service hours, from 8:00 a.m. until
36 5:00 p.m., Monday through Friday, with the provision of at least one day per week for early morning or
37 evening hours (before 8:00 a.m. and after 5:00 p.m.) or weekends, when necessary to accommodate

1 Clients unable to participate during normal business hours.

2 c. CONTRACTOR shall maintain a holiday schedule consistent with COUNTY's holiday
3 schedule, unless otherwise authorized, in advance and in writing, by ADMINISTRATOR.

4 d. CONTRACTOR's Facilities shall:

5 1) Include a space which can be used for the following services/programs:

6 a) Mental Health Services

7 b) Crisis Intervention Services

8 c) Case Management Services

9 d) Substance Use Services

10 2) Be accessible to an area of high eligible Client concentration;

11 3) Be certified by DHCS as a non-residential, outpatient alcohol and drug clinic;

12 4) Have accessible parking for Clients, including spaces for persons with disabilities;

13 5) Be located in a location that is readily accessible by public transportation;

14 6) Be accessible to persons with disabilities in accordance with Title 45, Code of
15 Regulations (herein referred to as CFR), Part 84 and the American with Disability Act;

16 7) Have restrooms for men and women, and also have a restroom which is accessible
17 to persons with disabilities;

18 8) Be located in Orange County;

19 9) Have adequate private rooms for individual counseling and groups and a separate
20 administrative area for operations, billing and file storage; and

21 10) Have a safe, drug-free, and welcoming environment and staff.

22 e. NON-SMOKING POLICY – CONTRACTOR shall establish a written non-smoking
23 policy which shall be reviewed and approved by ADMINISTRATOR. At a minimum, the non-smoking
24 policy shall specify the facilities are "smoke free" with designated smoking areas outside the facility.

25 **B. INDIVIDUALS TO BE SERVED**

26 1. CONTRACTOR shall provide services to all qualified CalWORKs Clients, living in
27 Orange County who are referred by the COUNTY CalWORKs Team including:

28 a. WTW participant(s) who are 18 years of age or older.

29 b. WTW participant(s) 16-17 years of age who are deemed chronically truant by SSA.

30 c. Pregnant and custodial teen parents participating in Cal-Learn.

31 d. Non-Assistance Unit (non-AU) family members whose personal and family needs are
32 challenged by emergent or extraordinary circumstances.

33 2. CONTRACTOR shall provide services to persons who meet at least one of the following
34 criteria:

35 a. Person referred by COUNTY CalWORKs Team for substance use disorder services.

36 b. Person referred by COUNTY CalWORKs Team for mental health services.

37 **C. PROGRAM SERVICES – CONTRACTOR shall provide comprehensive and integrated mental**

1 health and substance use services to referred CalWORKs Clients. Services to CalWORKs Clients shall
2 be vocationally oriented as appropriate to support family self-sufficiency. It is understood by the parties
3 that Clients in the CalWORKs program may have one or more behavioral health problems, for example,
4 mental health, substance use, or co-occurring disorders, and other issues such as domestic violence
5 and/or child welfare that may impair their ability to successfully obtain and maintain employment.
6 Services shall be individualized and incorporate CalWORKs 2.0 approach which focuses on helping
7 people set and achieve their goals and requires an environment with flexibility and a shift to customer-
8 led management focused on goals that address the needs of the entire family.

9 1. OUTREACH & ENGAGEMENT ACTIVITIES – CONTRACTOR shall perform outreach
10 and engagement activities for the purpose of encouraging Clients who have been referred for treatment.
11 Such outreach and engagement activities may include, but are not limited to, phone calls, outreach
12 letters, home visits, and collaboration with SSA CalWORKs workers. CONTRACTOR shall contact
13 referred Clients within one (1) business day of receipt of the referral.

14 2. ASSESSMENT AND EVALUATION SERVICES – CONTRACTOR shall provide a
15 comprehensive psychosocial assessment and must include an evaluation of the Client's current problem,
16 substance use history, mental status, community functioning, vocational abilities/impairments, and how
17 the behavioral health barriers impair their participation in employment, employment preparation, school
18 requirements or other WTW activities.

19 3. BEHAVIORAL HEALTH PSYCHOEDUCATION – CONTRACTOR shall provide a
20 series of behavioral health psychoeducation designed to educate Clients about the relationship between
21 their mental illness and/or substance use symptoms and the ability to function.

22 4. INDIVIDUAL, COUPLES AND FAMILY THERAPY – CONTRACTOR shall provide
23 therapeutic interventions consistent with the treatment plan and the Client's vocational goals.
24 CONTRACTOR shall provide such services to Clients either individually, or with the Client's
25 significant other, or to a Client's family. Services provided shall be based on each Client's unique
26 circumstances and goals to assist the Client with their individual pathway to self-sufficiency. Services
27 shall support a goal-achievement framework of realistic goals based on the strength of the family and the
28 challenges they face.

29 5. GROUP THERAPY – CONTRACTOR shall provide groups as appropriate to support
30 Clients in meeting their treatment goals.. Group topics may include, but not be limited to, effect of
31 substance use, recovery, relapse prevention, co-occurring disorders, coping skills, life skills,
32 communication skills, women's issues, domestic violence, effective parenting, money management,
33 budgeting, and job retention. CONTRACTOR shall have group sign-in sheets that contain information
34 including: printed and signed name of the Client, date of group, duration of group (e.g. start and end
35 times), topic of group, number of Clients in group, and printed and signed name of the
36 therapist/counselor(s) conducting the group.

37 6. CO-OCCURRING DISORDER – CalWORKs Clients referred to CONTRACTOR may

1 have a concurrent mental illness and substance use disorder. The primary diagnosis for these Clients
2 shall not be a factor in CONTRACTOR's acceptance of these Clients; therefore, CONTRACTOR shall
3 be expected to provide services to Clients with either a primary diagnosis of mental illness or a primary
4 diagnosis of substance use disorder. CONTRACTOR shall provide both rehabilitative and recovery
5 services to such Clients and ensure that such services address the relationship between these two (2)
6 diagnoses. CONTRACTOR may receive referrals for CalWORKs Clients who are thought to be co-
7 occurring, but are then determined not to have a mental health illness. CONTRACTOR shall ensure that
8 any such Client receives appropriate substance use disorder services.

9 7. DOMESTIC VIOLENCE COUNSELING – When CONTRACTOR has identified that a
10 Client is experiencing a domestic violence issue, CONTRACTOR shall provide therapeutic
11 interventions which focus on the Client's experience with, and/or exposure to, domestic violence.

12 a. CONTRACTOR shall serve both the victim and the perpetrator when the family is
13 working to stay together or reunify.

14 b. Domestic Violence Counseling is intended to eliminate physical, sexual, emotional,
15 and/or fiduciary abuse in an intimate or family relationship. The primary goal of this service is to
16 protect the victim from further harm.

17 c. Issues of substance use and mental illness must be addressed throughout treatment.

18 8. LINKAGES AND REFERRALS – CONTRACTOR shall provide comprehensive
19 information related to community resources and support services such as self-help groups, social
20 services, rehabilitation, vocational and job training or other appropriate services as needed. Based on
21 individual need, CONTRACTOR shall provide referrals and link Clients to such services throughout the
22 course of treatment and prior to discharge.

23 a. For Clients with disabling conditions that are expected to persist for a minimum twelve
24 (12) months, CONTRACTOR shall make appropriate referral and linkage for SSI/SSDI application
25 assistance and coordinate services with WTW case manager.

26 b. For Clients who may need a psychiatric medication evaluation and services and/or need
27 a higher level of care, CONTRACTOR shall make appropriate referral and linkage and coordinate
28 services with providers as appropriate.

29 9. CASE MANAGEMENT – CONTRACTOR shall provide Case Management services
30 which include but not limited to, referral, linkage, consultation, advocacy and service brokerage to assist
31 Clients to access needed medical, educational, social, vocational, rehabilitative or other community
32 services.

33 10. CalWORKs CHILD WELFARE BEHAVIORAL HEALTH SERVICES – CONTRACTOR
34 shall provide therapeutic interventions to protect children's welfare and promote their healthy
35 development in their family home. CONTRACTOR shall coordinate services with the assigned SSA's
36 CalWORKs worker and Children and Family Services (CFS) Senior Social Worker. CONTRACTOR
37 shall acquire the appropriate Release of Information forms and complete the required Program reports as

1 listed in the Reports Paragraph of this Exhibit A to the Agreement.

2 11. CRISIS INTERVENTION – CONTRACTOR shall provide crisis intervention services to or
3 on behalf of a Client for a condition that requires more timely response than a regularly scheduled visit.
4 CONTRACTOR shall provide services to assist Clients to cope with life stressors that severely impair
5 their functioning and/or jeopardize the health and safety of themselves, their family, or others.
6 CONTRACTOR shall coordinate with the HCA’s Crisis Assessment Team to provide assessments for
7 involuntary hospitalization when necessary and ensure continuity of care.

8 12. CHILD CARE – CONTRACTOR shall make available onsite child care services to
9 facilitate participation in program services.

10 13. TRANSPORTATION – CONTRACTOR shall provide bus passes or other means of
11 transportation to Clients in need of transportation in order to attend treatment appointments and access
12 services.

13 14. COLLABORATION AND COORDINATION – CONTRACTOR shall establish and
14 maintain productive working relationships with the COUNTY HCA CalWORKs Team, SSA
15 CalWORKs workers, and as applicable, SSA Domestic Abuse Services Unit (DASU) Senior Social
16 Workers, SSA CFS Senior Social Workers, and SSA partners (i.e., HCA Cal-Learn, SSA Contracted
17 Case Management staff, Family Resource Centers, and Integrated Job Services staff) to help Clients
18 meet their WTW plan, Educational Plan, and/or other CalWORKs requirements. Each full time
19 clinician/counselor providing direct services to Clients shall spend, at a minimum, four (4) hours per
20 week, or as agreed upon by COUNTY, at the regional SSA CalWORKs office to accommodate Client’s
21 needs, provide services to Clients, coordinate services with SSA CalWORKs workers and Contracted
22 Case Management staff, review CalWORKs case information and WTW status, enter participation
23 information into SSA data system. As needed, CONTRACTOR shall participate collaboratively in
24 Client Intervention meetings at SSA including but not be limited to Children & Family Services Team
25 Decision Making (TDM), and/or CalWORKs Multidisciplinary Team (MDT) meetings. Additionally,
26 CONTRACTOR shall provide case consultation, collaboration and coordination services with
27 CalWORKs/WTW case managers to facilitate successful participation in assigned WTW or Educational
28 activities. CONTRACTOR shall:

29 a. Notify CalWORKs/WTW case managers of any Client who fails to cooperate with an
30 initial evaluation interview or declines to participate in treatment no later than one (1) business day of
31 the missed appointment.

32 b. Inform CalWORKs/WTW case managers of any participation or attendance problems,
33 including unexcused absences, and any significant changes in the Client’s treatment hours no later than
34 twenty-four (24) hours after the problem arises;

35 c. Make recommendations to CalWORKs/WTW case managers for a Client to be excused
36 from WTW participation for “Good Cause” as determined by SSA, or “Good Cause” for missing an
37 appointment with HCA, when it appears that the Client’s behavioral health disorder(s) interferes with

1 their ability to effectively benefit from required WTW Activities;

2 d. Notify CalWORKs/WTW case managers if a Client has a severe mental health
3 disability that may qualify the Client for SSI/SSDI benefits;

4 e. Participate in conjoint sessions with CalWORKs/WTW case managers and Clients to
5 improve case coordination and service planning;

6 f. Inform CalWORKs/WTW case managers of any supportive services, such as child care
7 or transportation problems, that could impair the Client's ability to achieve self-sufficiency;

8 g. Complete required paperwork if it is determined that a Client may be exempt from
9 participation in WTW activities due to a behavioral health condition.

10 15. EMPLOYMENT/VOCATIONAL SUPPORTIVE SERVICES – CONTRACTOR shall
11 provide employment/vocational supportive services to address behavioral health barriers and assist
12 Clients to be successful in their Welfare-to-Work Plan and ultimately achieve self-sufficiency through
13 employment. Services may include, but not limited to, assisting with career exploration, resume
14 building, job search, job applications, interview preparation, and job coaching. CONTRACTOR shall
15 establish relationships with employers and vocational agencies to network, create job opportunities and
16 facilitate linkage to employment. CONTRACTOR shall work to explore and implement evidence-based
17 best practices in this area. CONTRACTOR shall coordinate services with SSA CalWORKs workers
18 and Contracted Case Management Staff and ensure that services support the Clients' Welfare-To-Work
19 plan. CONTRACTOR shall develop outcome tracking tools, collect and report employment outcomes to
20 ADMINISTRATOR.

21 16. TRAUMA-INFORMED CARE – CONTRACTOR shall incorporate a trauma-informed
22 care approach in the delivery of behavioral health services.

23 a. A trauma-informed approach includes an understanding of trauma and an awareness of
24 the impact it can have across settings, services, and populations; it involves viewing trauma through an
25 ecological and cultural lens and recognizing that context plays a significant role in how individuals
26 perceive and process traumatic events; and it involves four key elements:

27 1) Realizes the widespread impact of trauma and understands potential paths for
28 recovery;

29 2) Recognizes the signs and symptoms of trauma in clients, families, staff, and others
30 involved with the system;

31 3) Responds by fully integrating knowledge about trauma into policies, procedures,
32 and practices; and

33 4) Seeks to actively resist re-traumatization.

34 b. Trauma-informed care refers to a strengths-based service delivery approach that is
35 grounded in an understanding of and responsiveness to the impact of trauma, that emphasizes physical,
36 psychological, and emotional safety for both providers and individuals served, and that creates
37 opportunities for individuals served to rebuild a sense of control and empowerment. Trauma-informed

1 care model is built on the following core values and principles:

- 2 1) Safe, calm and secure environment with supportive care
- 3 2) System wide understanding of trauma prevalence, impact, and trauma-informed
- 4 care
- 5 3) Cultural competence
- 6 4) Consumer voice, choice and self-advocacy
- 7 5) Recovery, client-driven and trauma specific services
- 8 6) Healing, hopeful, honest and trusting relationships

9 c. CONTRACTOR shall plan for and employ strategies that reinforce a trauma-informed
10 culture. This includes focusing on organizational activities that foster the development of a trauma-
11 informed workforce, including recruiting, hiring, and retaining trauma-informed staff; providing training
12 on evidence-based and emerging trauma-informed best practices; developing competencies specific to
13 trauma-informed care; addressing ethical considerations; providing trauma-informed supervision; and
14 preventing and treating secondary trauma.

15 17. CONTRACTOR shall provide for translation services or have bilingual personnel available
16 to support Clients who are non-English speaking.

17 D. PERFORMANCE OBJECTIVES - CONTRACTOR shall track and report performance
18 objectives in monthly programmatic reports and submit to ADMINISTRATOR.

19 1. At least seventy five percent (75%) of Clients' first face-to-face intakes are within ten (10)
20 business days of initial outreach.

21 2. At least fifteen percent (15%) of Clients served will start employment, employment
22 training, and/or educational activities each month.

23 3. At least thirty percent (30%) of Clients served will have "Employment Activities"
24 CalWORKs/WTW status at time of discharge.

25 4. At least fifty percent (50%) of Clients served will have "Employment Preparation
26 Activities" CalWORKs/WTW status at time of discharge.

27 5. At least fifty six percent (56%) of Clients will have a "Resolved" or "Partially Resolved"
28 impairment resolution status at time of discharge.

29 6. CONTRACTOR shall administer a pre and post self-assessment outcome measure tool to a
30 minimum of eighty percent (80%) of referred Clients who begin participation in the program.

31 7. CONTRACTOR shall demonstrate a minimum of fifty percent (50%) of improvement in the
32 Clients' symptomology and functioning.

33 8. Contact one hundred percent (100%) of referred Clients within one (1) business day of
34 receipt of the referral.

35 9. For all substance use or co-occurring disorder cases, CONTRACTOR shall obtain from
36 eighty percent (80%) of Clients, the completed CESI at the time of intake, and the completed CEST at
37 ninety (90) days, six (6) months, annually, and at completion of treatment.

1 E. HEALTH, MEDICAL, PSYCHIATRIC AND EMERGENCY SERVICES

2 1. CONTRACTOR shall ensure that all persons admitted for outpatient substance use or co-
3 occurring disorder treatment services have a health questionnaire completed using form DHCS 5103, or
4 other form approved by ADMINISTRATOR.

5 2. The health questionnaire is a Client's self-assessment of his/her current health status and
6 shall be completed by Clients.

7 3. CONTRACTOR shall review the health questionnaire form prior to Client's admission to
8 the substance use or co-occurring disorder program. The completed health questionnaire shall be signed
9 and dated by staff and Client.

10 4. CONTRACTOR shall file a copy of the health questionnaire in the Client's file.

11 5. CONTRACTOR shall, based on information provided by Client on the health questionnaire
12 form and as needed, refer Client to licensed medical professionals for physical and laboratory
13 examinations.

14 a. CONTRACTOR shall obtain a copy of Client's medical clearance or release prior to
15 Client's admission to the program when applicable.

16 b. CONTRACTOR shall file a copy of the referral and clearance in the Client's file.

17 6. CONTRACTOR shall provide directly or by referral: HIV education, voluntary HIV
18 antibody testing and risk assessment and disclosure counseling.

19 7. CONTRACTOR shall have and post at the location where services are provided, written
20 procedures for obtaining medical or psychiatric evaluation and emergency services.

21 8. CONTRACTOR shall have readily available the name, address, and telephone number for
22 the fire department, a crisis center, local law enforcement, and a paramedical unit or ambulance service.

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

26 G. CONTRACTOR shall develop all requested and required program specific policies and
27 procedures (P&Ps) and guidelines, and provide to ADMINISTRATOR for review, input, and approval
28 prior to training staff on said P&Ps and prior to accepting any Client admissions to the program. All
29 P&Ps and program guidelines will be reviewed bi-annually at a minimum for updates.

30 H. CONTRACTOR shall provide initial and on-going training and staff development, as requested
31 by ADMINISTRATOR.

32 I. CONTRACTOR shall input all IRIS data following ADMINISTRATOR procedure and
33 practice. All statistical data used to monitor CONTRACTOR shall be compiled using IRIS reports or
34 other COUNTY CalWORKs reports, if available, and if applicable.

35 J. CONTRACTOR, including each employee that provides services under the Agreement, shall
36 obtain an NPI upon commencement of the Agreement or prior to providing services under the
37 Agreement. All HIPAA covered health care providers, individuals and organizations must obtain a NPI

1 for use to identify themselves in HIPAA standard transactions.

2 K. CONTRACTOR shall report to ADMINISTRATOR, on a form approved or supplied by
3 ADMINISTRATOR, all NPI as soon as they are available.

4 L. CONTRACTOR shall provide the NPP to all Clients who receive services under the Agreement
5 at the time of the first service.

6 M. CONTRACTOR shall not conduct any proselytizing activities, regardless of funding sources,
7 with respect to any individual(s) who have been referred to CONTRACTOR by ADMINISTRATOR
8 under the terms of the Agreement. Further, CONTRACTOR agrees that the funds provided hereunder
9 will not be used to promote, directly or indirectly, any religion, religious creed or cult, denomination or
10 sectarian institution, or religious belief.

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

16 1. Designate the responsible position(s) in your organization for managing the funds allocated
17 to this program;

18 2. Maximize the use of the allocated funds;

19 3. Ensure timely and accurate reporting of monthly expenditures;

20 4. Maintain appropriate staffing levels;

21 5. Request budget and/or staffing modifications to the Agreement;

22 6. Effectively communicate and monitor the program for its success;

23 7. Track and report expenditures electronically;

24 8. Maintain electronic and telephone communication between key staff and the Agreement and
25 Program Administrators; and

26 9. Act quickly to identify and solve problems.

27 O. CONTRACTOR shall coordinate with COUNTY, other providers, and community resources.

28 P. CONTRACTOR shall establish a Good Neighbor Policy, which shall be reviewed and approved
29 by ADMINISTRATOR. The policy shall include, but not be limited to, staff training to deal with
30 neighbor complaints and staff contact information available to neighboring residents. CONTRACTOR
31 shall work collaboratively to resolve any concerns regarding community relations.

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

34 **VI. STAFFING**

35 A. CONTRACTOR shall establish a written Code of Conduct for employees, volunteers, interns,
36 and members of the Board of Directors which will include, but not be limited to, standards related to the
37 use of drugs and/or alcohol; staff-Client relationships; prohibition of sexual contact with Clients; and

1 conflict of interest. Prior to providing any services pursuant to the Agreement, all members of the Board
2 of Directors, employees, volunteers, and interns will agree in writing to maintain the standards set forth
3 in the Code of Conduct.

4 B. CONTRACTOR shall make its best effort to provide services pursuant to the Agreement in a
5 manner that is culturally and linguistically appropriate for the population(s) served. CONTRACTOR
6 shall maintain documents of such efforts which may include; but not limited to: records of participation
7 in COUNTY-sponsored or other applicable training; recruitment and hiring policies and procedures;
8 copies of literature in multiple languages and formats, as appropriate; and descriptions of measures taken
9 to enhance accessibility for, and sensitivity to, individuals who are physically challenged.

10 C. CONTRACTOR shall include bilingual/bicultural services to meet the needs of threshold
11 languages as determined by COUNTY. Whenever possible, bilingual/bicultural staff should be retained.
12 CONTRACTOR shall work with COUNTY or other interpreters for other languages as needed. Direct
13 capacity to conduct culturally and linguistically appropriate engagement and to serve Clients in other
14 languages and ASL is highly desirable. CONTRACTOR shall draw upon cultural strengths and utilize
15 service delivery and assistance in a manner that is trusted by, and familiar to, many of COUNTY's
16 ethnically and culturally diverse populations. Cultural and linguistic appropriateness shall be a
17 continuous focus in the development of the programming, recruitment, and hiring of staff that speak the
18 same language and have the same cultural background of the Clients to be serviced. This inclusion of
19 COUNTY's multiple cultures will assist in maximizing access to services. CONTRACTOR shall
20 provide education and training to staff to address cultural and linguistic needs of population served. All
21 clinical vacancies occurring at a time when bilingual and bicultural composition of the clinical staffing
22 does not meet the above requirement must be filled with bilingual and bicultural staff unless
23 ADMINISTRATOR consents, in writing, to the filling of those positions with non-bilingual staff.
24 Salary savings resulting from such vacant positions may not be used to cover costs other than salaries
25 and employee benefits unless otherwise authorized in writing, in advance, by ADMINISTRATOR.

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

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

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

34 G. CONTRACTOR shall submit staffing pattern to ADMINISTRATOR, in writing and in advance,
35 for review and prior approval.

36 H. WORKLOAD STANDARDS

37 1. CONTRACTOR shall maintain an average monthly caseload of thirty-five (35) CalWORKs

1 Clients per clinician FTE. CONTRACTOR and ADMINISTRATOR shall mutually agree upon annual
2 DSH expectations throughout the term of the Agreement. The parties understand that program caseload
3 is dependent upon COUNTY CalWORKs Team referrals which is based on the number of referrals
4 received from SSA CalWORKs. The parties understand further that ADMINISTRATOR will review
5 services provided quarterly and upon mutual written agreement, units of service may be adjusted.

6 2. One (1) DSH will be equal to sixty (60) minutes of direct Client service.

7 3. CONTRACTOR shall provide an average of one hundred (100) DSHs per month per
8 clinician FTE, or one thousand two hundred (1,200) DSHs per year per FTE of direct service time which
9 may include mental health, substance use, case management and crisis intervention. CONTRACTOR
10 understands and agrees that this is a minimum standard and shall make every effort to exceed this
11 minimum. CONTRACTOR shall monitor staff productivity and establish expectations, in consultation
12 with COUNTY, in order to maximize the utilization of services and demonstrate efficient and effective
13 management of program staff and resources.

14 4. CONTRACTOR shall report Alcohol and Drug Units of Service as number of face-to-face
15 contacts.

16 5. CONTRACTOR shall report Mental Health Units of Service as number of minutes.

17 I. All program staff having direct contact with Clients shall, within the first (1st) year of
18 employment, be trained in infectious disease recognition, crisis intervention and to recognize physical
19 and psychiatric symptoms that require appropriate referrals to other agencies. CONTRACTOR shall
20 provide ongoing training in topics related to alcohol and drug use on a yearly basis.

21 J. Staffing levels and qualifications shall meet the requirements as stated in CCR Title 9, Division
22 1, Chapter 3, Article 8; Title 9; Division 4, Chapter 8 and/or the State of California Health and Human
23 Services Agency's Department of Health Care Services, Alcohol and/or Other Drug Certification
24 Standards for Outpatient Services.

25 K. All clinical staff providing treatment services shall be either licensed, registered interns, such as
26 Associate Clinical Social Workers, Associate Marriage and Family Therapists, Associate Professional
27 Clinical Counselor (APCC), and/or certified in accordance with state DHCS requirements and
28 professional guidelines, as applicable. CalWORKs staffing shall require that a sufficient number of
29 clinical staff be licensed in order to meet program needs. Personnel files shall include the ethics of their
30 licensing/certifying body for their particular professional designation.

31 L. Child Welfare Behavioral Health Services In-Office Counseling shall be provided by staff who
32 are either licensed (LCSW, LMFT or psychologist) or registered interns, such as ACSW or AMFT, or
33 possess a Master's Degree in either psychology, sociology, social work, or related field with one (1) to
34 two (2) years' experience in the human services fields.

35 M. Domestic Violence Counseling shall be provided by staff who are either licensed (LCSW,
36 LMFT or psychologist) or registered interns, such as ACSW or AMFT, or possess a Master's Degree in
37 either psychology, sociology, social work, or related field with one (1) to two (2) years' experience in

1 the human services fields.

2 N. CONTRACTOR shall provide clinical supervision for all registered/waivered employees,
3 interns and volunteers as required by the respective governing licensing board such as the Board of
4 Behavioral Sciences (BBS). For BBS, a least one unit of supervision is required for the first 10 hours of
5 psychotherapy/counseling in any week; one (1) additional unit of supervision is required for 10+ hours
6 of psychotherapy/counseling in a given week; after required hours have been accrued, staff must
7 continue to receive required supervision until a license is issued. Clinical supervision shall be provided
8 by a qualified Licensed Mental Health Professionals (LMHP) within the same legal entity and be
9 documented for all registered/waivered employees, interns and volunteers.

10 O. CONTRACTOR may augment the above paid staff with volunteers or interns upon written
11 approval of ADMINISTRATOR.

12 1. CONTRACTOR shall provide supervision to volunteers as specified in the respective job
13 descriptions or work contracts.

14 2. An intern is an individual enrolled in an accredited graduate program accumulating
15 clinically supervised work experience hours as part of field work, internship, or practicum requirements.
16 Acceptable graduate programs include all programs that assist the student in meeting the educational
17 requirements in becoming a LMFT, a LCSW, a LPCC, or a licensed Clinical Psychologist.

18 3. Volunteer and student intern services shall not comprise more than twenty percent (20%) of
19 total services provided.

20 P. All CONTRACTOR staff including intern and volunteer must have an initial Department of
21 Justice live scan finger printing background check prior to hire, and updated annual criminal checks
22 through the internet, utilizing Megan's Law, Orange County Sheriff's, and Orange County Superior
23 Courts. Staff may be hired temporarily pending live scan results as long as all the internet checks have
24 been completed and are acceptable.

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

29 R. CONTRACTOR shall provide pre-employment screening of any staff person including intern
30 and volunteer providing any service pursuant to the Agreement.

31 1. All staff, prior to hiring, shall meet the following requirements:

32 a. No person shall have been convicted of a sex offense for which the person is required to
33 register as a sex offender under California Penal Code section 290.

34 b. No person shall have been convicted of an arson offense – Violation of Penal Code
35 sections 451, 451.1, 452, 452.1, 453, 454, or 455;

36 c. No person shall have been convicted of any violent felony as defined in Penal Code
37 section 667.5, which involve doing bodily harm to another person, for which the staff member was

1 convicted within five years prior to employment;

2 d. No person shall be on parole or probation;

3 e. No person shall participate in the criminal activities of a criminal street gang and/or
4 prison gang; and

5 f. No person shall have prior employment history of improper conduct, including but not
6 limited to, forging or falsifying documents or drug tests, sexual assault or sexual harassment, or
7 inappropriate behavior with staff or Clients at another treatment facility.

8 2. Exceptions to staffing requirements set forth above may be requested if CONTRACTOR
9 deems the decision will benefit the program. Requests for exceptions shall be submitted in writing and
10 approved in advance by ADMINISTRATOR.

11 S. STAFF CONDUCT – CONTRACTOR shall establish a written policies and procedures for
12 employees, volunteers, interns, and members of the Board of Directors which shall include, but not be
13 limited to, standards related to the use of drugs and/or alcohol; staff-Client relationships; prohibition of
14 sexual conduct with Clients; prohibition of forging or falsifying documents; and real or perceived
15 conflict of interest. Situations that may be perceived as a conflict of interest shall be brought to
16 ADMINISTRATOR'S attention. Prior to providing any services pursuant to the Agreement all
17 employees, volunteers, and interns shall agree in writing to maintain the standards set forth in the said
18 Policies and Procedures. A copy of the Staff Code of Conduct shall be posted in writing in a prominent
19 place in the treatment facility. Additionally, CONTRACTOR shall ensure that all staff, including interns
20 and volunteers, are trained and have a clear understanding of all P&Ps. CONTRACTOR shall provide
21 signature confirmation of the P&P training for each staff member and place in their personnel files.

22 T. CONTRACTOR shall ensure that all required staff completes COUNTY's Annual Provider
23 Training, Annual Compliance Training, and Annual Cultural Competency Training.

24 U. CONTRACTOR shall ensure compliance with ADMINISTRATOR Standards of Care practices,
25 documentation standards and any state regulatory requirements.

26 V. CONTRACTOR shall ensure that staff members who have access to SSA's facilities,
27 computer/equipment and/or data system complete SSA's information security and computer usage
28 training, and sign and adhere to any subsequent agreements required by federal or State laws or
29 regulations.

30 W. TOKENS – ADMINISTRATOR shall provide CONTRACTOR the necessary number of
31 Tokens for appropriate individual staff to access the IRIS at no cost to CONTRACTOR.

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

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

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

1 4. CONTRACTOR shall return to ADMINISTRATOR all Tokens under the following
2 conditions:

- 3 a. Each staff member who no longer supports the Agreement;
- 4 b. Each staff member who no longer requires access to the IRIS;
- 5 c. Each staff member who leaves employment of CONTRACTOR; or
- 6 d. Token is malfunctioning.
- 7 e. Termination of this Agreement.

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

10 6. CONTRACTOR shall reimburse ADMINISTRATOR for Tokens lost, stolen, or damaged
11 through acts of negligence.

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

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2 EXHIBIT B
3 TO CONTRACT FOR PROVISION OF
4 BEHAVIORAL HEALTH CALWORKS SERVICES
5 BETWEEN
6 COUNTY OF ORANGE
7 AND
8 «CONTRACTOR NAME»
9 JULY 1, 2022 THROUGH JUNE 30, 2025

11 **I. BUSINESS ASSOCIATE CONTRACT**

12 A. GENERAL PROVISIONS AND RECITALS

13 1. The Parties agree that the terms used, but not otherwise defined in the Common Terms and
14 Definitions Paragraph of Exhibits B and C to the Agreement or in subparagraph B below, shall have the
15 same meaning given to such terms under HIPAA, the HITECH Act, and their implementing regulations
16 at 45 CFR Parts 160 and 164 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
21 “Business Associate” in 45 CFR § 160.103.

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

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

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

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

1 with respect to PHI and electronic PHI created, received, maintained, transmitted, used, or disclosed
2 pursuant to the Agreement.

3 B. DEFINITIONS

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

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

8 13. If CONTRACTOR receives Social Security data from COUNTY provided to COUNTY by
9 a state agency, upon request by COUNTY, CONTRACTOR shall provide COUNTY with a list of all
10 employees, subcontractors, and agents who have access to the Social Security data, including 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
17 in any administrative or civil proceeding in which CONTRACTOR is a party or has been joined.
18 COUNTY will consider the nature and seriousness of the violation in deciding whether or not to
19 terminate the Agreement.

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

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

37 //

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

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

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

9 D. SECURITY RULE

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

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

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

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

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

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

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

37 //

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

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

7 E. DATA SECURITY REQUIREMENTS

8 1. Personal Controls

9 a. Employee Training. All workforce members who assist in the performance of 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
16 of Agreement.

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

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

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

34 2. Technical Security Controls

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

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

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

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

10 d. Removable media devices. All electronic files that contain PHI COUNTY discloses to
11 CONTRACTOR or CONTRACTOR creates, receives, maintains, or transmits on behalf of COUNTY
12 must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives,
13 floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm
14 which is 128 bit or higher, such as AES. Such PHI shall not be considered "removed from the premises"
15 if 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
18 store PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains, or
19 transmits on behalf of COUNTY must have installed and actively use comprehensive anti-virus software
20 solution with automatic updates scheduled at least daily.

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

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

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

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

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

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

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

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

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

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

37 //

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

5 3. Audit Controls

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

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

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

19 4. Business Continuity/Disaster Recovery Control

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

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

32 5. Paper Document Controls

33 a. Supervision of Data. PHI COUNTY discloses to CONTRACTOR or CONTRACTOR
34 creates, receives, maintains, or transmits on behalf of COUNTY in paper form shall not be left
35 unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means
36 that information is not being observed by an employee authorized to access the information. Such PHI
37 //

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

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

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

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

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

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

24 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

15 1) The Disclosure is required by law; or

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

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

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

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

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

30 H. PROHIBITED USES AND DISCLOSURES

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

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

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

3 | I. OBLIGATIONS OF COUNTY

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

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

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

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

15 | J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

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

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

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

37 | //

1 EXHIBIT C
 2 TO CONTRACT FOR PROVISION OF
 3 BEHAVIORAL HEALTH CALWORKS SERVICES
 4 BETWEEN
 5 COUNTY OF ORANGE
 6 AND
 7 «CONTRACTOR NAME»
 8 JULY 1, 2022 THROUGH JUNE 30, 2025
 9

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

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

13 A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

7 B. TERMS OF AGREEMENT

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

12 2. Responsibilities of CONTRACTOR

13 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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