

~~AGREEMENT FOR PROVISION OF
EARLY INTERVENTION SERVICES FOR VETERAN COLLEGE STUDENTS
BETWEEN
COUNTY OF ORANGE
AND
UNITED STATES VETERANS INITIATIVE
JANUARY 1, 2019 THROUGH JUNE 30, 2021~~

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

~~W I T N E S S E T H:~~

~~— WHEREAS, COUNTY wishes to contract with CONTRACTOR for the provision of Early Intervention Services for Veteran College Students described herein to the residents of Orange County; and~~

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

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

AMENDMENT NO. 2

TO

CONTRACT NO. MA 042-19011232

FOR

EARLY INTERVENTION SERVICES FOR VETERAN COLLEGE STUDENTS

WHEREAS, the Parties executed Contract No. MA 042-19011232 (“Contract”) for Early Intervention Services For Veteran College Students Services, effective January 1, 2019 through June 30, 2021, in an amount not to exceed \$999,950, renewable for two additional one-year terms; and

WHEREAS, the Parties executed Amendment No. 1 to include Federal Emergency Management Agency (FEMA) provisions to Contract for Covid-19 related needs and to allow invoicing for Covid-19

1 related expenditures, effective July 1, 2020 through December 30, 2020; and

2 WHEREAS, the Parties now desire to enter into this Amendment No. 2 to amend Paragraph IV.
3 and Exhibit A of the Contract and to renew the Contract for one year for County to continue receiving
4 and Contractor to continue providing the services set forth in the Contract.

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

- 6 1. The Contract is renewed for a term of one (1) year, effective July 1, 2021 through June 30, 2022,
7 in an amount not to exceed \$399,980 for this renewal term, for a revised cumulative total amount
8 not to exceed \$1,399,930; on the amended terms and conditions.

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REFERENCED CONTRACT PROVISIONS

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

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

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

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

Term: January 1, 2019 through June 30, 2022

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

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

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

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

~~Maximum Obligation:~~

~~Period One Maximum Obligation: \$ 199,990~~

~~Period Two Maximum Obligation: 399,980~~

~~Period Three Maximum Obligation: 399,980~~

~~TOTAL MAXIMUM OBLIGATION: \$ 999,950~~

~~Maximum Obligation:~~

~~Period One Maximum Obligation: \$ 199,990~~

~~Period Two Maximum Obligation: 399,980~~

~~Period Three Maximum Obligation: 399,980~~

~~Period Four Maximum Obligation: 399,980~~

~~TOTAL MAXIMUM OBLIGATION: \$ 1,399,930~~

Basis for Reimbursement: Actual Cost

Payment Method: Monthly in Arrears

CONTRACTOR DUNS Number: 86-705-4967

CONTRACTOR TAX ID Number: 95-4382752

Notices to COUNTY and CONTRACTOR:

COUNTY: County of Orange
Health Care Agency
Contract Services

405 West 5th Street, Suite 600
 Santa Ana, CA 92701-4637

CONTRACTOR: United States Veterans Initiative
 800 W. 6th Street, Suite 1505
 Los Angeles, CA 90017
 Attention: Robert Stohr, Executive Director
 E-mail: rstohr@usvetsinc.org

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

I. ACRONYMS

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

- A. AES Advanced Encryption Standard
- B. BHS Behavioral Health Services
- C. CCC California Civil Code
- D. CCR California Code of Regulations
- E. CEO County Executive Office
- F. CFR Code of Federal Regulations
- G. CHPP COUNTY HIPAA Policies and Procedures
- H. CMPPA Computer Matching and Privacy Protection Act
- I. COI Certificate of Insurance
- J. DHCS Department of Health Care Services
- K. DRS Designated Record Set
- L. E-Mail Electronic Mail
- M. EHR Electronic Health Records

1	N. ePHI	Electronic Protected Health Information
2	O. FIPS	Federal Information Processing Standards
3	P. GAAP	Generally Accepted Accounting Principles
4	Q. HCA	Health Care Agency
5	R. HHS	Health and Human Services
6	S. HIPAA	Health Insurance Portability and Accountability Act of 1996, Public
7		Law 104-191
8	T. HITECH Act	The Health Information Technology for Economic and Clinical Health Act,
9		Public Law 111-005
10	U. HSC	California Health and Safety Code
11	V. IEA	Information Exchange Agreement
12	W. IRIS	Integrated Records and Information System
13	X. ISO	Insurance Services Office
14	Y. MHP	Mental Health Plan
15	Z. MHSA	Mental Health Services Act
16	AA. MIHS	Medical and Institutional Health Services
17	AB. NIST	National Institute of Standards and Technology
18	AC. NPP	Notice of Privacy Practices
19	AD. OIG	Office of Inspector General
20	AE. OMB	Office of Management and Budget
21	AF. OPM	Federal Office of Personnel Management
22	AG. P&P	Policy and Procedure
23	AH. PC	State of California Penal Code
24	AI. PHI	Protected Health Information
25	AJ. PII	Personally Identifiable Information
26	AK. PRA	Public Record Act
27	AL. SIR	Self-Insured Retention
28	AM. SSA	Social Services Agency
29	AN. USC	United States Code
30	AO. WIC	State of California Welfare and Institutions Code

II. ALTERATION OF TERMS

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

B. Unless otherwise expressly stated in this Agreement, no addition to, or alteration of the terms of this Agreement or any Exhibits, whether written or verbal, made by the parties, their officers, employees

1 or agents shall be valid unless made in the form of a written amendment to this Agreement, which has
2 been formally approved and executed by both parties.

3 4 **III. ASSIGNMENT OF DEBTS**

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

12 13 **IV. COMPLIANCE**

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

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

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

- 26 a. Designation of a Compliance Officer and/or compliance staff.
- 27 b. Written standards, policies and/or procedures.
- 28 c. Compliance related training and/or education program and proof of completion.
- 29 d. Communication methods for reporting concerns to the Compliance Officer.
- 30 e. Methodology for conducting internal monitoring and auditing.
- 31 f. Methodology for detecting and correcting offenses.
- 32 g. Methodology/Procedure for enforcing disciplinary standards.

33 3. If CONTRACTOR does not provide proof of its own Compliance program to
34 ADMINISTRATOR, CONTRACTOR shall acknowledge to comply with ADMINISTRATOR's
35 Compliance Program and Code of Conduct, the CONTRACTOR shall submit to the
36 ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement a signed
37 acknowledgement that CONTRACTOR shall comply with ADMINISTRATOR's Compliance Program

1 and Code of Conduct.

2 4. If CONTRACTOR elects to have its own Compliance Program, Code of Conduct and any
3 Compliance related policies and procedures review by ADMINISTRATOR, then CONTRACTOR shall
4 submit a copy of its compliance Program, code of Conduct and all relevant policies and procedures to
5 ADMINISTRATOR within thirty (30) calendar days of execution of this Agreement.
6 ADMINISTRATOR's Compliance Officer, or designee, shall review said documents within a
7 reasonable time, which shall not exceed forty five (45) calendar days, and determine if
8 CONTRACTOR's proposed compliance program and code of conduct contain all required elements to
9 the ADMINISTRATOR's satisfaction as consistent with the HCA's Compliance Program and Code of
10 Conduct. ADMINISTRATOR shall inform CONTRACTOR of any missing required elements and
11 CONTRACTOR shall revise its compliance program and code of conduct to meet
12 ADMINISTRATOR's required elements within thirty (30) calendar days after ADMINISTRATOR's
13 Compliance Officer's determination and resubmit the same for review by the ADMINISTRATOR.

14 5. Upon written confirmation from ADMINISTRATOR's Compliance Officer that the
15 CONTRACTOR's compliance program, code of conduct and any Compliance related policies and
16 procedures contain all required elements, CONTRACTOR shall ensure that all Covered Individuals
17 relative to this Agreement are made aware of CONTRACTOR's compliance program, code of conduct,
18 related policies and procedures and contact information for the ADMINISTRATOR's Compliance
19 Program.

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

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

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

7 3. CONTRACTOR shall screen prospective Covered Individuals prior to hire or engagement.
 8 CONTRACTOR shall not hire or engage any Ineligible Person to provide services relative to this
 9 Agreement.

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

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

21 //

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

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

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

37 1. CONTRACTORS that have acknowledged to comply with ADMINISTRATOR's

1 Compliance Program shall use its best efforts to encourage completion by all Covered Individuals;
2 provided, however, that at a minimum CONTRACTOR shall assign at least one (1) designated
3 representative to complete the General Compliance Training when offered.

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

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

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

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

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

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

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

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

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

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

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

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

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

35 3. CONTRACTOR shall bill only for those eligible services actually rendered which are also
36 fully documented. When such services are coded, CONTRACTOR shall use proper billing codes which
37 accurately describes the services provided and must ensure compliance with all billing and

1 | documentation requirements.

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

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

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

12 |
13 | **V. CONFIDENTIALITY**

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

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

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

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

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

36 | //

37 | //

VI. COST REPORT

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

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

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

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

//

of the ADMINISTRATOR. The late penalty shall be assessed separately on each outstanding individual

1 and or/consolidated Cost Report due COUNTY by CONTRACTOR.

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

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

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

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

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

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

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

36 //

37 F. All Cost Reports shall contain the following attestation, which may be typed directly on or

1 attached to the Cost Report:

2
3 "I HEREBY CERTIFY that I have executed the accompanying Cost Report and
4 supporting documentation prepared by _____ for the cost report period
5 beginning _____ and ending _____ and that, to the best of my
6 knowledge and belief, costs reimbursed through this Agreement are reasonable and
7 allowable and directly or indirectly related to the services provided and that this Cost
8 Report is a true, correct, and complete statement from the books and records of
9 (provider name) in accordance with applicable instructions, except as noted. I also
10 hereby certify that I have the authority to execute the accompanying Cost Report.

11
12 Signed _____
13 Name _____
14 Title _____
15 Date _____"

16
17 **VII. DEBARMENT**

18 A. CONTRACTOR certifies that it and its principals:

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

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

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

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

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

36 //

37 6. Shall include without modification, the clause titled "Certification Regarding Debarment,

1 Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transaction,” (i.e., transactions
2 with sub-grantees and/or contractors) and in all solicitations for lower tier covered transactions in
3 accordance with 2 CFR Part 376.

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

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

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

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

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

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

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

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

36 //

37 5. Whether CONTRACTOR is a nonprofit, for-profit, or a governmental organization,

1 CONTRACTOR shall provide written notification within thirty (30) calendar days to
 2 ADMINISTRATOR when there is change of less than fifty percent (50%) of Board of Directors or any
 3 governing body of CONTRACTOR at one time.

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

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

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

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

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

19 **IX. EMPLOYEE ELIGIBILITY VERIFICATION**

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

30 **X. EQUIPMENT**

31 A. Unless otherwise specified in writing by ADMINISTRATOR, Equipment is defined as all
 32 property of a Relatively Permanent nature with significant value, purchased in whole or in part by
 33 ADMINISTRATOR to assist in performing the services described in this Agreement. "Relatively
 34 Permanent" is defined as having a useful life of one year or longer. Equipment which costs \$5,000 or
 35 over, including freight charges, sales taxes, and other taxes, and installation costs are defined as Capital
 36 Assets. Equipment which costs between \$600 and \$5,000, including freight charges, sales taxes and
 37

1 other taxes, and installation costs are defined as Controlled Equipment. Controlled Equipment includes,
 2 but is not limited to audio/visual equipment, computer equipment, and lab equipment. The cost of
 3 Equipment purchased, in whole or in part, with funds paid pursuant to this Agreement shall be
 4 depreciated according to GAAP.

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

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

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

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

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

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

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

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

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

1 least the minimum number and type of staff which meet applicable federal and state requirements, and
2 which are necessary for the provision of the services hereunder.

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

9 10 **XII. INDEMNIFICATION AND INSURANCE**

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

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

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

37 D. All SIRs and deductibles shall be clearly stated on the COI. Any SIR or deductible in an

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

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

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

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

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

18 F. QUALIFIED INSURER

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

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

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37 G. The policy or policies of insurance maintained by CONTRACTOR shall provide the minimum

1 limits and coverage as set forth below:

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

23 H. REQUIRED COVERAGE FORMS

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

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

28 I. REQUIRED ENDORSEMENTS

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

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

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37 b. A primary non-contributing endorsement using ISO form CG 20 01 04 13, or a form at

1 least as broad evidencing that the CONTRACTOR's insurance is primary and any insurance or self-
2 insurance maintained by the County of Orange shall be excess and non-contributing.

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

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

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

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

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

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

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

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

32 R. SUBMISSION OF INSURANCE DOCUMENTS

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

- 34 a. Prior to the start date of this Agreement.
35 b. No later than the expiration date for each policy.

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37 c. Within thirty (30) calendar days upon receipt of written notice by COUNTY regarding

1 changes to any of the insurance types as set forth in Subparagraph G, above.

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

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

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

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

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

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

21 **XIII. INSPECTIONS AND AUDITS**

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

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

36 //

37 C. AUDIT RESPONSE

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

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

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

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

22 **XIV. LICENSES AND LAWS**

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

32 B. ENFORCEMENT OF CHILD SUPPORT OBLIGATIONS

33 1. CONTRACTOR certifies it is in full compliance with all applicable federal and State
 34 reporting requirements regarding its employees and with all lawfully served Wage and Earnings
 35 Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the
 36 term of the Agreement with the County of Orange. Failure to comply shall constitute a material breach
 37 of the Agreement and failure to cure such breach within sixty (60) calendar days of notice from the

1 COUNTY shall constitute grounds for termination of the Agreement.

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

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

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

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

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

15 1. ARRA of 2009.

16 2. WIC, Division 5, Community Mental Health Services.

17 3. WIC, Division 6, Admissions and Judicial Commitments.

18 4. WIC, Division 7, Mental Institutions.

19 5. HSC, §§1250 et seq., Health Facilities.

20 6. PC, §§11164-11174.3, Child Abuse and Neglect Reporting Act.

21 7. CCR, Title 9, Rehabilitative and Developmental Services.

22 8. CCR, Title 17, Public Health.

23 9. CCR, Title 22, Social Security.

24 10. CFR, Title 42, Public Health.

25 11. CFR, Title 45, Public Welfare.

26 12. USC Title 42. Public Health and Welfare.

27 13. Federal Social Security Act, Title XVIII and Title XIX Medicare and Medicaid.

28 14. 42 USC §12101 et seq., Americans with Disabilities Act of 1990.

29 15. 42 USC §1857, et seq., Clean Air Act.

30 16. 33 USC 84, §308 and §§1251 et seq., the Federal Water Pollution Control Act.

31 17. 31 USC 7501.70, Federal Single Audit Act of 1984.

32 18. Policies and procedures set forth in Mental Health Services Act.

33 19. Policies and procedures set forth in DHCS Letters.

34 20. HIPAA privacy rule, as it may exist now, or be hereafter amended, and if applicable.

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37 21. 31 USC 7501 – 7507, as well as its implementing regulations under 2 CFR Part 200,

1 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal
2 Awards.

3
4 **XV. LITERATURE, ADVERTISEMENTS, AND SOCIAL MEDIA**

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

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

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

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

25
26 **XVI. MAXIMUM OBLIGATION**

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

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

33
34 **XVII. MINIMUM WAGE LAWS**

35 A. Pursuant to the United States of America Fair Labor Standard Act of 1938, as amended, and
36 State of California Labor Code, §1178.5, CONTRACTOR shall pay no less than the greater of the
37 federal or California Minimum Wage to all its employees that directly or indirectly provide services

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

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

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

12 **XVIII. NONDISCRIMINATION**

13 **A. EMPLOYMENT**

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

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

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

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

35 5. All solicitations or advertisements for employees placed by or on behalf of
 36 CONTRACTOR and/or subcontractor shall state that all qualified applicants will receive consideration
 37 for employment without regard to race, religious creed, color, national origin, ancestry, physical

1 disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender
2 identity, gender expression, age, sexual orientation, or military and veteran status. Such requirements
3 shall be deemed fulfilled by use of the term EOE.

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

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

- 22 1. Denying a client or potential client any service, benefit, or accommodation.
- 23 2. Providing any service or benefit to a client which is different or is provided in a different
24 manner or at a different time from that provided to other clients.
- 25 3. Restricting a client in any way in the enjoyment of any advantage or privilege enjoyed by
26 others receiving any service or benefit.
- 27 4. Treating a client differently from others in satisfying any admission requirement or
28 condition, or eligibility requirement or condition, which individuals must meet in order to be provided
29 any service or benefit.
- 30 5. Assignment of times or places for the provision of services.

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

- 35 1. Whenever possible, problems shall be resolved informally and at the point of service.
36 CONTRACTOR shall establish an internal informal problem resolution process for clients not able to
37 resolve such problems at the point of service. Clients may initiate a grievance or complaint directly with

1 CONTRACTOR either orally or in writing.

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

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

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

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

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

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

24 **XIX. NOTICES**

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

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

30 2. When faxed, transmission confirmed;

31 3. When sent by Email; or

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

34 B. Termination Notices shall be addressed as specified in the Referenced Contract Provisions of
35 this Agreement or as otherwise directed by ADMINISTRATOR and shall be effective when faxed,
36 transmission confirmed, or when accepted by U.S. Postal Service Express Mail, Federal Express, United
37

1 Parcel Service, or other expedited delivery service.

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

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

8 **XX. NOTIFICATION OF DEATH**

9
10 A. Upon becoming aware of the death of any person served pursuant to this Agreement,
11 CONTRACTOR shall immediately notify ADMINISTRATOR.

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

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

20 2. WRITTEN NOTIFICATION

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

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

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

32 **XXI. NOTIFICATION OF PUBLIC EVENTS AND MEETINGS**

33
34 A. CONTRACTOR shall notify ADMINISTRATOR of any public event or meeting funded in
35 whole or part by the COUNTY, except for those events or meetings that are intended solely to serve
36 clients or occur in the normal course of business.

37 B. CONTRACTOR shall notify ADMINISTRATOR at least thirty (30) business days in advance

1 of any applicable public event or meeting. The notification must include the date, time, duration,
 2 location and purpose of public event or meeting. Any promotional materials or event related flyers must
 3 be approved by ADMINISTRATOR prior to distribution.

4 5 **XXII. RECORDS MANAGEMENT AND MAINTENANCE**

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

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

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

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

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

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

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

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

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

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

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

36 //

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

1 terminal.

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

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

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

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

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

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

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

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

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

28 **XXIII. RESEARCH AND PUBLICATION**

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

32 **XXIV. SEVERABILITY**

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

2
3 **XXV. SPECIAL PROVISIONS**

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

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

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

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

1 funds (matching).

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

4 5 **XXVI. STATUS OF CONTRACTOR**

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

17 18 **XXVII. TERM**

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

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

27 28 **XXVIII. TERMINATION**

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

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

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

- 37 1. The loss by CONTRACTOR of legal capacity.

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

14 D. CONTINGENT FUNDING

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

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

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

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

36 //

- 37 4. If clients are to be transferred to another facility for services, furnish ADMINISTRATOR,

1 upon request, all client information and records deemed necessary by ADMINISTRATOR to effect an
2 orderly transfer.

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

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

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

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

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

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

21 **XXIX. THIRD PARTY BENEFICIARY**

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

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

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

33 **XXXI. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT**

34 (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract
35 work which may require or involve the employment of laborers or mechanics shall require or
36 permit any such laborer or mechanic in any workweek in which he or she is employed on such
37 work to work in excess of forty hours in such workweek unless such laborer or mechanic

1 receives compensation at a rate not less than one and one-half times the basic rate of pay for
 2 all hours worked in excess of forty hours in such workweek.

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

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

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

28 **XXXII. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT**

29 Clean Air Act

- 30 1. The Contractor agrees to comply with all applicable standards, orders or regulations issued
 31 pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 32 2. The Contractor agrees to report each violation to the County and understands and agrees that
 33 the County will, in turn, report each violation as required to assure notification to the Federal
 34 Emergency Management Agency, and the appropriate Environmental Protection Agency
 35 Regional Office.
- 36 3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000
 37 financed in whole or in part with Federal assistance provided by FEMA.

Federal Water Pollution Control Act

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

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

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

10 **XXXIII. SUSPENSION AND DEBARMENT**

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

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

18 (3) This certification is a material representation of fact relied upon by County. If it is later
 19 determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt.
 20 3000, subpart C, in addition to remedies available to County, the Federal Government may
 21 pursue available remedies, including but not limited to suspension and/or debarment.

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

26 **XXXIV. BYRD ANTI-LOBBYING AMENDMENT**

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

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

XXXV. PROCUREMENT OF RECOVERED MATERIALS

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

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

2. Meeting contract performance requirements; or

3. At a reasonable price.

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

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

XXXVI. ACCESS TO RECORDS

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

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

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

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

**XXXVII. DEPARTMENT OF HOMELAND SECURITY (DHS) SEAL, LOGO, AND
FLAGS**

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

**XXXVIII. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE
ORDERS**

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

FEMA policies, procedures, and directives.

XXXIX. NO OBLIGATION BY FEDERAL GOVERNMENT:

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

XL. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACT

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

XLI. SINGLE AUDIT REQUIREMENT

The Contractor shall retain a licensed certified public accountant, who will prepare an annual Single Audit as required by 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. CONTRACTOR shall forward the Single Audit to ADMINISTRATOR within fourteen (14) calendar days of receipt

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

3
4 UNITED STATES VETERANS INITIATIVE

5
6
7 BY: _____ DATED: _____

8
9
10 TITLE: _____

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14
15 COUNTY OF ORANGE

16
17
18 BY: _____ DATED: _____

19 HEALTH CARE AGENCY

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

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29 BY: _____ DATED: _____

30 DEPUTY

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

EXHIBIT A
 AGREEMENT FOR PROVISION OF
 EARLY INTERVENTION SERVICES FOR VETERAN COLLEGE STUDENTS
 BETWEEN
 COUNTY OF ORANGE
 AND
 UNITED STATES VETERANS INITIATIVE
 JANUARY 1, 2019 THROUGH JUNE 30, 2021

I. COMMON TERMS AND DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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II. BUDGET

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

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

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

	<u>PERIOD ONE</u>	<u>PERIOD TWO</u>	<u>PERIOD THREE</u>	<u>PERIOD FOUR</u>	<u>TOTAL</u>
ADMINISTRATIVE COSTS					
— Indirect Costs	\$ 21,475	\$ 42,950	\$ 42,950	\$ 42,950	\$ 150,325
SUBTOTAL					
ADMINISTRATIVE COSTS	\$ 21,475	\$ 42,950	\$ 42,950	\$ 42,950	\$ 150,325

1						
2	PROGRAM COSTS					
3	Salaries	\$ 124,275	\$ 248,550	\$ 248,550	\$ 248,550	\$ 869,925
4	Benefits	29,874	59,748	59,748	59,748	209,118
5	Services & Supplies	7,460	28,732	28,732	28,732	93,656
6	Start-up Costs	6,906	0	0	0	6,906
7	Subcontractors	10,000	20,000	20,000	20,000	70,000
8	SUBTOTAL					
9	PROGRAM COSTS	\$ 178,515	\$ 357,030	\$ 357,030	\$ 357,030	\$ 1,249,605
10						
11	TOTAL GROSS COSTS	\$ 199,990	\$ 399,980	\$ 399,980	\$ 399,980	\$ 1,399,930
12						
13	REVENUE					
14	MHSA	199,990	399,980	399,980	399,980	1,399,930
15	TOTAL REVENUE	\$ 199,990	\$ 399,980	\$ 399,980	\$ 399,980	1,399,930

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

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

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

34 III. PAYMENTS

35
36 ~~A. COUNTY shall pay CONTRACTOR monthly, in arrears, the provisional amount of~~
37 ~~\$33,332 per month for Period One, Period Two, and Period Three. All payments are interim payments~~

~~only and are subject to Final Settlement in accordance with the Cost Report Paragraph of the Agreement for which CONTRACTOR shall be reimbursed for the actual cost of providing the services, which may include Indirect Administrative Costs, as identified in Subparagraph II.A. of this Exhibit A to the Agreement; provided, however, the total of such payments does not exceed COUNTY's Maximum Obligation for each period as specified in the Referenced Contract provisions of the Agreement and, provided further, CONTRACTOR's costs are reimbursable pursuant to COUNTY, State and/or Federal regulations. ADMINISTRATOR may, at its discretion, pay supplemental billings for any month for which the provisional amount specified above has not been fully paid.~~

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

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

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

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

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

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

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

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

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

11 **IV. REPORTS**

12
13 A. CONTRACTOR shall maintain records and make statistical reports as required by
14 ADMINISTRATOR and the Department of Health Care Services on forms provided by either agency.

15 B. FISCAL

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

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

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

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

6 1. Training provided to staff; and

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

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

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

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

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

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

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

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V. SERVICES

A. FACILITIES

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

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

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

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

COASTLINE COMMUNITY COLLEGE
1515 Monrovia Avenue
Newport Beach, CA 92663

IRVINE VALLEY COLLEGE
5500 Irvine Center Drive
Irvine, CA 92618

CYPRESS COLLEGE
9200 Valley View Street
Cypress, CA 90630

ORANGE COAST COLLEGE
2701 Fairview Road
Costa Mesa, CA 92626

FULLERTON COLLEGE
321 E. Chapman Avenue
Fullerton, CA 92832

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

GOLDEN WEST COLLEGE
15744 Goldenwest Street
Huntington Beach, CA 92647

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

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

3 C. ON CAMPUS COLLEGE VETERAN SERVICES

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

9 2. SERVICES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

18 3. REFERRAL AND INTAKE PROCESS:

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

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

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

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

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

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

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

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

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

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

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

E. DATA REPORTING AND PERFORMANCE OUTCOMES

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

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

3. Outcome objectives for the program are the following:

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

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

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

and

- k. Discharge status of all enrolled participants.

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

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

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

5 F. CONTRACTOR RESPONSIBILITIES

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

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

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

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

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

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

24 7. CONTRACTOR shall attend:

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

3 4 **VI. STAFFING**

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

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

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

24 C. Administrative staff roles and responsibilities shall include, but not be limited to:

- 25 1. Coordination and supervision of all services and programs delivered through this contract;
- 26 2. Staff recruitment, hiring, training, and supervision;
- 27 3. Program development;
- 28 4. Development of all P&Ps regarding the program; at a minimum, P&P's shall be reviewed
29 annually and revised as needed;
- 30 5. Submittal of monthly performance outcome data to ADMINISTRATOR with verification
31 that outcome data is correct; and
- 32 6. Fiscal and programmatic management of the program operating budget.

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

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

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

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

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

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

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

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

10 **I. BUSINESS ASSOCIATE CONTRACT**

11 **A. GENERAL PROVISIONS AND RECITALS**

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

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

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

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

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

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

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

3 B. DEFINITIONS

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

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

10 a. Breach excludes:

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

37 //

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

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

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

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

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

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

37 //

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

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

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

9 D. SECURITY RULE

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

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

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

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

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

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

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

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

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

7 E. DATA SECURITY REQUIREMENTS

8 1. Personal Controls

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

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

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

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

34 2. Technical Security Controls

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

35 n. Intrusion Detection. All systems involved in accessing, holding, transporting, and
36 protecting PHI COUNTY discloses to CONTRACTOR or CONTRACTOR creates, receives, maintains,
37 //

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

3 3. Audit Controls

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

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

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

17 4. Business Continuity/Disaster Recovery Control

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

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

30 5. Paper Document Controls

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

37 //

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

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

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

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

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

22 F. BREACH DISCOVERY AND NOTIFICATION

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3 G. PERMITTED USES AND DISCLOSURES BY CONTRACTOR

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

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

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

13 1) The Disclosure is required by law; or

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

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

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

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

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

28 H. PROHIBITED USES AND DISCLOSURES

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

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

I. OBLIGATIONS OF COUNTY

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

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

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

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

J. BUSINESS ASSOCIATE TERMINATION

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

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

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

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

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

b. CONTRACTOR shall retain no copies of the PHI.

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

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

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EXHIBIT C
 AGREEMENT FOR PROVISION OF
 EARLY INTERVENTION SERVICES FOR VETERAN COLLEGE STUDENTS
 BETWEEN
 COUNTY OF ORANGE
 AND
 UNITED STATES VETERANS INITIATIVE
 JANUARY 1, 2019 THROUGH JUNE 30, 2021

I. PERSONAL INFORMATION PRIVACY AND SECURITY CONTRACT

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

A. DEFINITIONS

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

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

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

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

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

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

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

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

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

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

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

7 B. TERMS OF AGREEMENT

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

12 2. Responsibilities of CONTRACTOR

13 CONTRACTOR agrees:

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

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

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

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

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

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

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

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

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

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

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

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

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

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Exhibit D

ATTACHMENT I

CERTIFICATION REGARDING ANTI-LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Center for United States Veterans Initiative, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

[Redacted signature line]

1	<u>Signature of Contractor's Authorized Official</u>
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3	<u>Name and Title of Contractor's Authorized Official</u>
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